

**RETURN BY 7-16-02**  
**CONTRACT SIGN OFF**

PROJECT NAME North End Nature Center/Fishing Pier PROJECT # \_\_\_\_\_

VENDOR Florida Fish & Wildlife Conservation Comm

ADDRESS 620 South Meridian Street

**Resolution 2002-061  
authorized application &  
administration of grant**

CONTRACT AMOUNT \$500,000 grant

DATE REC'D 7-12-02

FUNDING SOURCE: Fla. boating Improvement Program

DATE TO PUBLIC WORKS DIRECTOR \_\_\_\_\_

REC'D PWD \_\_\_\_\_

DATE TO P.W. CONTRACT MGR \_\_\_\_\_

REC'D PWCM \_\_\_\_\_

DATE TO COUNTY COORDINATOR 7-12-02

REC'D CO COORD

DATE TO COUNTY ATTORNEY 7-12-02

REC'D CO. ATTY

DATE TO CLERK 7-12-02

REC'D CLERK

**CONTRACT APPROVAL**

PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY COORDINATOR \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_

CLERK \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVAL BY BOARD OF COUNTY COMMISSIONERS**

DATE SENT TO COORDINATOR FOR AGENDA PACKET \_\_\_\_\_

BOARD MEETING APPROVAL DATE \_\_\_\_\_

**COPY DISTRIBUTION:**

TO FINANCE DATE \_\_\_\_\_

TO VENDOR \_\_\_\_\_

TO OTHER APPROPRIATE PARTIES \_\_\_\_\_

PAYMENT & PERFORMANCE BONDS OBTAINED \_\_\_\_\_

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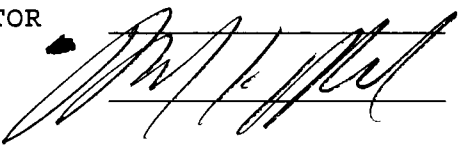
DATE TO CLERK 7-12-02 REC'D CLERK \_\_\_\_\_

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*NOTE: PAR 3 Typo?*  
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COUNTY COORDINATOR \_\_\_\_\_

DATE 7/11/02

COUNTY ATTORNEY \_\_\_\_\_

DATE \_\_\_\_\_

CLERK \_\_\_\_\_

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**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
FLORIDA BOATING IMPROVEMENT PROGRAM  
COOPERATIVE AGREEMENT**

THIS AGREEMENT is entered into between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, hereinafter referred to as the "COMMISSION," whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600 and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Post Office Box 1010, Fernandina Beach, Florida 32034, hereinafter referred to as the "GRANTEE," to conduct a two phase project, hereinafter referred to as the "Project," under the Florida Boating Improvement Program, hereinafter referred to as the "Program."

In consideration of the mutual benefits to be derived herefrom, the COMMISSION and GRANTEE do hereby agree as follows:

1. **PROJECT DESCRIPTION:** It is understood and agreed that this Agreement shall consist of two phases: Phase I – Project Construction, and Phase II – Project Management. During Phase I the GRANTEE shall construct and implement its project proposal, as described in Attachment A, Florida Boating Improvement Program Grant Application #FBIP 02-45-01, attached hereto and made a part hereof. Also during Phase I, the COMMISSION shall reimburse the GRANTEE for the costs of construction upon satisfactory completion and approval of the Project by the COMMISSION as provided herein. All Phase I activities must be completed during the time span provided herein for that portion of the Agreement. During Phase II the parties shall cooperate in the ongoing and continuous management of the Project under the terms and conditions provided herein.
2. **PERFORMANCE:** The GRANTEE shall perform Phase I services in a proper and satisfactory manner as determined by the COMMISSION. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the GRANTEE. The GRANTEE shall perform as an independent GRANTEE and not as an agent, representative or employee of the COMMISSION.
3. **TERM:** This Agreement shall begin upon execution by both parties and end September 30, 2023, inclusive. **However, the GRANTEE shall complete all Phase I project services on or before September 30, 2003.** Time is of the essence for Phase I of this Agreement. Under Phase I, the GRANTEE's final invoice must be received by the COMMISSION no later than October 31, 2003, to assure the availability of funds for payment. **Failure by the GRANTEE to execute this Agreement within 90 days of formal COMMISSION approval shall render the award of Program funds null and void, and shall result in termination of this Agreement.**

4. **PAYMENT:** For satisfactory completion of Phase I of this Agreement, the COMMISSION agrees to reimburse the GRANTEE an amount not to exceed the approved Project amount of \$500,000.00 for the North End Boat Ramp Project authorized for funding. The COMMISSION shall provide funds to the GRANTEE on a cost reimbursement basis in the form of a single payment made prior to December 31, 2003. Reimbursement shall be made in accordance with Comptroller Contract Payment Requirements as shown in the Department of Banking and Finance, Bureau of Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment B. **Unless a retroactive waiver for Project work has been approved by the COMMISSION, the GRANTEE understands and agrees that there shall be no reimbursement of funds for expenses incurred prior to the execution of this Agreement or, unless otherwise provided, for expenses incurred after September 30, 2003.**
  
5. **DISTRIBUTION OF FUNDS:** Program funds shall be disbursed to the GRANTEE only after pre-approved phase or final completion of Phase I of the Project occurs and work is verified by COMMISSION staff. Payment will be made only for documented and verified costs. **The COMMISSION will not pre-approve or disburse any Program funds in advance. Failure to complete the Project and make final payment request to the COMMISSION within the stipulated period shall result in termination of this Agreement. Any funds not disbursed or expended by the end of the stipulated period are subject to the provisions of Chapter 216.301, Florida Statutes.**
  
6. **COST OVERRUNS:** The GRANTEE shall make every effort to avoid cost overruns on Phase I of the Project. If the total cost of Phase I of the Project exceeds the grant amount and any matching funds, the GRANTEE shall assume liability for all additional costs.
  
7. **OPERATION AND MAINTENANCE:** For Phase II of this Agreement, which shall include the entire term of the Agreement, the GRANTEE shall provide and be responsible for any and all costs associated with ordinary and routine operations and maintenance of the Project, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in Phase I of this Agreement.  
  
The GRANTEE shall assume responsibility for provision of any and all ongoing maintenance and operation activities necessary to protect, preserve and provide quality boating facilities constructed through the use of Program funds for use and enjoyment by the public. Any significant events (vandalism, flood, fire, or closures) that require corrective actions shall be promptly reported to the COMMISSION.
  
8. **COMMENCEMENT OF WORK:** The GRANTEE shall commence work on Phase I of the Project within four (4) months of execution of the Agreement. Failure by the GRANTEE to begin work shall constitute a breach of the Agreement and result in termination of the Agreement by the COMMISSION.

9. **SITE DEDICATION AND CONVERSION:** The GRANTEE agrees that land owned by the GRANTEE that is developed with Program funds shall be dedicated for a minimum of twenty (20) years as a site for the use and benefit of the public. The dedication shall be recorded in public property records by the GRANTEE. Land under control other than by ownership by the GRANTEE (i.e. lease, management agreement, cooperative agreement, interlocal agreement or other similar instrument) and developed with Program funds shall be managed by the GRANTEE for a minimum period of twenty (20) years from the completion date set forth in the Project *Certification of Completion*. Title to all improvements shall be retained by the GRANTEE upon final payment by the COMMISSION.

Should the GRANTEE, within the 20-year period set forth above, convert all or any part of the Project to other than COMMISSION approved uses, The GRANTEE shall replace the area, facilities, resource or site at its own expense with a Project acceptable to the COMMISSION of comparable scope and quality. In the event the Project is converted to use for other purposes during this period and not replaced with a like Project acceptable to the COMMISSION, the GRANTEE agrees to return to the COMMISSION all funds tendered for the original Project.

10. **ANNUAL APPROPRIATION:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
11. **PROCESSING:** For satisfactory performance under Phase I of this Agreement, the GRANTEE shall be paid upon submission of properly certified invoice(s) to the COMMISSION. The request for payment shall consist of an original invoice on the GRANTEE's official letterhead, clearly marked as invoice, supported by an itemized list, by category, as reflected in Attachment A, Grant Application, of all expenditures claimed. Invoices shall contain detail sufficient for a proper preaudit and postaudit thereof and shall contain the FWC Agreement number and the GRANTEE'S **Federal Employer Identification (FEID) number**. An **original and three (3) copies** of the invoice shall be submitted. The COMMISSION shall not provide advance payment. Upon a desk audit review of the payment request, acceptance of the Project and receipt of all Project closeout documentation, the COMMISSION shall process the final payment.

The compensation herein recited for Phase I of this Agreement is exclusive, and the parties hereto agree that the COMMISSION is not responsible for any other reimbursement, including costs and travel expenses incurred, to the GRANTEE unless specifically stated.

12. **FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS:** Effective July 1, 2000, the Florida Single Audit Act requires all non-State organizations who are recipients of state financial assistance to comply with the audit requirements of the Act, pursuant to Section 215.97, Florida Statutes. In addition, recipients and subrecipients of federal

financial assistance shall comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, for Phase I of this Agreement, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment C, titled "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

13. **PERMITS:** The GRANTEE agrees not to proceed with Phase I construction until all necessary permits are obtained and copies thereof provided to the COMMISSION.
14. **APPROVAL:** Any study or brochure produced by the GRANTEE shall be provided to the COMMISSION for approval **prior** to final printing and submission for payment. Further, the COMMISSION shall review and approve at least 21 days prior to printing all proposed publications which will be funded by this Grant to assure that environmental and boating safety issues are effectively addressed. At its discretion, the COMMISSION may elect to have its representative inspect printed materials prior to its release from the printing vendor. The Grantee agrees to inform the COMMISSION at the completion of printing of any materials so that the COMMISSION may exercise this option.
15. **LIABILITY:** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees 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.
16. **TERMINATION:** This Agreement shall terminate immediately upon the COMMISSION giving written notice to the GRANTEE in the event of fraud, willful misconduct, or any breach of terms and conditions of this Agreement. Upon such termination, the GRANTEE shall refund any program funds received pursuant to this Agreement. Following termination under this provision, the COMMISSION shall declare the GRANTEE ineligible for further participation in the Program.
17. **CERTIFICATION OF COMPLETION:** Upon Project completion, the engineer, architect or other appropriate professional for the GRANTEE shall sign a *Certification of Completion* form, provided by the COMMISSION, that certifies the Project was completed in accordance with the prepared plans and specifications.
18. **PHOTOGRAPHS:** During Phase I, the GRANTEE shall provide progress and final photographs of any construction project documenting satisfactory progress and completion prior to requesting payment from the COMMISSION. Final photographs shall be submitted with the *Certification of Completion* form.
19. **INSPECTION:** The COMMISSION shall, within budgetary constraints inspect the Project site prior to and during the construction of the Project. The GRANTEE shall notify the COMMISSION's Program Administrator when the Project has reached substantial



completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The COMMISSION's Program Administrator, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment.

20. **DEFICIENCIES:** Any Phase I Project deficiencies, as noted in the final Project inspection, shall be corrected by the GRANTEE prior to final Project acceptance and payment by the COMMISSION. The COMMISSION may restrict any or all payment of Program funds pending correction of such deficiencies.
21. **CONTACTS:** Any and all notices shall be delivered to the parties at the following addresses:

GRANTEE  
Nassau County Board of County Commissioners  
County Coordinator  
Post Office Box 1010  
Fernandina Beach , FL 32034

COMMISSION  
Florida Boating Improvement Program  
Administrator  
Division of Freshwater Fisheries  
620 South Meridian Street  
Tallahassee, FL 32399-1600

The COMMISSION's Program Administrator is Dr. Mahmoud Madkour, P.E., Florida Boating Improvement Program, Division of Freshwater Fisheries, Phone 850-487-3755. The GRANTEE's Project Manager is Walter Gossett, County Coordinator, 904-321-5782. All matters shall be directed to these individuals for appropriate action or disposition.

22. **PUBLIC RECORDS:** Pursuant to Section 216.2815, Florida Statutes, all records produced or received in conjunction with this Agreement shall be public record and shall be treated in the same manner as other public records are under general law. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this Agreement.
23. **AMENDMENTS AND CHANGE ORDERS:** The COMMISSION may at any time, by written order designated to be a Change Order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any modification which causes an increase or decrease in the GRANTEE's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Agreement. It is the intention of the COMMISSION and the GRANTEE that no evidence of any waiver or modification or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this Agreement unless such waiver, or modification or

amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.

24. **PROFESSIONAL ENGINEERING:** All engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.
25. **PROJECT MANAGEMENT:** It is the GRANTEE's responsibility to contract, manage and inspect all aspects of the Project, including: the construction contract, materials purchase, engineering, master plan or force account labor performed at any Project site.
26. **PROGRESS REPORTING:** The GRANTEE shall submit to the COMMISSION monthly activity reports outlining the progress of Phase I of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be due by the 15<sup>th</sup> of each month to the COMMISSION's Program Administrator until the *Certification of Completion* is submitted.
27. **ACKNOWLEDGEMENT:** The GRANTEE, at its expense, shall purchase, erect and maintain a permanent sign, not less than 4 feet by 8 feet in size, displaying the COMMISSION's official logo for launching facility projects, or shall attach a permanent plaque for marine projects, or use some other manner of acknowledgement for non-construction projects, approved by the COMMISSION, identifying the COMMISSION as a funding source for the Project. Such acknowledgement shall be maintained for a period of 20 years or the duration of the Agreement. Failure by the GRANTEE to maintain such acknowledgement shall be considered a breach of the Agreement.
28. **SIGNAGE:** The GRANTEE, at its expense, shall purchase, erect and maintain directional signs, approved by the COMMISSION, on main public highways to direct public users to each boating facility funded through the Program. The GRANTEE agrees to provide and maintain such signs at its expense for a period of 20 years or the duration of the Agreement. Failure by the GRANTEE to erect and maintain such signs shall be considered a breach of the Agreement.
29. **SOLICITATION:** The GRANTEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GRANTEE any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
30. **SEVERABILITY AND CHOICE OF VENUE:** This agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this

Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

31. **NO THIRD PARTY RIGHTS:** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
32. **DISPUTES:** Any disputes that may arise shall be handled in accordance with Chapter 120, Florida Statutes (Administrative Procedure Act).
33. **JURY TRIAL WAIVER:** As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.
34. **RECORDKEEPING:** The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principles consistently applied. The GRANTEE shall allow the COMMISSION, the State, or their authorized representatives access to periodically inspect, review or audit such documents as books, vouchers, records, reports, cancelled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following Agreement completion. In the event any work is subcontracted, the GRANTEE shall similarly require each subGRANTEE to similarly maintain and allow access to such records for audit purposes.
35. **TIME IS OF THE ESSENCE:** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
36. **COMMISSION ACCESS:** The GRANTEE shall allow unencumbered access to the Project site to the COMMISSION, its employees or agent for the duration of the Agreement for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the COMMISSION may request maintenance and use information from the GRANTEE to validate the condition of the facility.

37. **NON-DISCRIMINATION:** As a condition of this Agreement, the GRANTEE hereby covenants and agrees that no individual, on the grounds of race, creed, color, national origin, religion, sex, age, marital status or disability shall be excluded from participation in, or be denied the proceeds or benefits of, or be otherwise subjected to discrimination with respect to any activity occurring pursuant to this Agreement.

38. **SUBCONTRACT:** The GRANTEE shall not subcontract, assign, or transfer work under this Agreement without the prior written consent of the COMMISSION'S Program Administrator. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the COMMISSION and agrees to be fully responsible for the payment of all monies due under any subcontract. It is understood and agreed by the GRANTEE that the COMMISSION shall not be liable to any sub-grantee (or subcontractor) for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

39. **REVIEW AND APPROVAL:** The GRANTEE shall forward one copy of the bid package to the COMMISSION'S Program Administrator for review prior to soliciting for quotations or commencing any work. The COMMISSION'S Program Administrator shall have 21 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to.

40. **WORKERS COMPENSATION:** To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this Project and, in case any work is subcontracted, the GRANTEE shall require the sub-grantee (or subcontractor) similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, the GRANTEE shall provide, and cause each sub-grantee or subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected. The GRANTEE agrees to supply the COMMISSION with proof of insurance, of the types and coverage outlined by the COMMISSION. The GRANTEE shall provide to the COMMISSION a true copy of the insurance herein required prior to the execution of the related agreement through the issuance of a purchase order or the execution of a formal contract. All certificates of insurance or insurance policies shall be with insurers qualified and licensed to do business in Florida through an authorized Florida Resident Agent.

41. **INSURANCE:** The GRANTEE, as an independent contractor and not an agent, representative, or employee of the COMMISSION, agrees to carry adequate liability and other appropriate forms of insurance. The COMMISSION shall have no liability except as specifically provided in this Agreement.

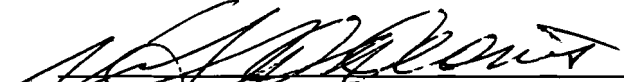
42. **EXCLUSIVE RIGHTS:** The COMMISSION shall have exclusive rights to all designs, logos, mottos, slogans, data or other concepts developed under this Agreement. This provision shall apply whether the items previously described are in the possession of the GRANTEE or a third party.
43. **CONVICTED VENDOR LIST:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
44. **PROHIBITION OF DISCRIMINATORY VENDORS:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
45. **APPLICABLE LAWS:** The GRANTEE shall comply with all applicable federal, state, and local rules and regulations in providing services to the COMMISSION under this Agreement. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The GRANTEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.
46. **PROHIBIT LOBBYING EXPENDITURE:** In accordance with Section 216.347, Florida Statutes, this Agreement strictly prohibits the expenditure of Florida Boating Improvement Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
47. **COMPLETE AGREEMENT:** This Agreement contains the complete Agreement between the COMMISSION and the GRANTEE and, as of the effective date hereof, shall supersede all other agreements, communications or representations, either verbal or written, between the COMMISSION and the GRANTEE.

The COMMISSION and the GRANTEE stipulate that neither of them has made any representations except such representations as are specifically contained within this Agreement. The COMMISSION and the GRANTEE further acknowledge that any payments or representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year last written below.

NASSAU COUNTY BOARD OF  
COUNTY COMMISSIONERS

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

  
Chairman or designee\*

\_\_\_\_\_  
Kenneth D. Haddad, Executive Director

7-22-02  
Date

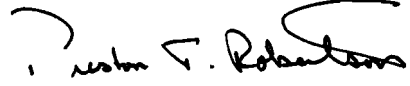
\_\_\_\_\_  
Date

Nick D. Deonas  
Name (Print)

Nassau County  
County Name

Approved as to form and legality:

P. O. Box 1010  
Address

  
\_\_\_\_\_  
FWCC Assistant General Counsel

Fernandina Beach, FL 32035  
City, State and Zip Code

Federal Employer Identification Number: 59-1863042

Remittance Address:

P. O. Box 4000  
Address

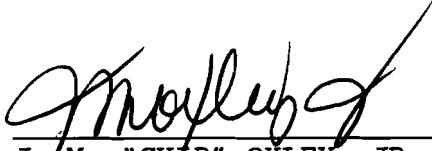
Fernandina Beach, FL 32035  
City, State and Zip Code

\*If someone other than the Chairman signs the Agreement, a resolution, statement or other document authorizing the person to sign the Agreement on behalf of the local governing body must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Type	Letter/Number	Description
Attachment	A	Original Grant Application
Attachment	B	Comptroller Cost Reimbursement Requirements
Attachment	C	Federal/State Single Audit Act Requirements

ATTEST:



---

J.M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



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MICHAEL S. MULLIN

Submitted by:  
Nassau County Board of County Commissioners  
3163 Bailey Road  
Fernandina Beach, FL 32034

# North End Boat Ramp



Florida Fish and Wildlife  
Conservation Commission  
Florida Boating Improvement Program  
2002

**COPY**





**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
FLORIDA BOATING IMPROVEMENT PROGRAM  
GRANT APPLICATION**



<b>FOR OFFICE USE ONLY</b>		<b>Grant Application Number:</b>
<b>Fiscal Year:</b> 2002-2003	<b>Date Received:</b> 4/10/02	02-45-01

*Fill in all sections that apply - Leave all other sections blank*

<b>I - APPLICANT INFORMATION</b>		
<b>Applicant or Entity Name:</b> <b>Board of County Commissioners</b> <b>Nassau County</b>	<b>Federal Employment Id. No.:</b> 59-18630425	
	<b>Telephone No.:</b> 904-321-5782	<b>Fax No.:</b> 904-321-5784
	<b>Suncom No.:</b>  <b>e-mail:</b> bmcDonald@nassaucountyfl.com	
<b>Applicant Mailing Address:</b> <b>P O Box 1010/3163 Bailey Road</b>	<b>City:</b> <b>Fernandina Beach</b>	<b>Zip Code:</b> <b>32034</b>
<b>Project Manager Name:</b> <b>Walter D. Gossett</b>	<b>Title:</b> <b>County Coordinator</b>	

<b>II - PROJECT LOCATION</b>	Latitude: N 30° 42' 3.13 "	Longitude: W 81° 27' 39.53 "
<b>Facility Name:</b> <b>North End Boat Ramp</b>	<b>County:</b> <b>Nassau</b>	<b>Waterbody:</b> <b>Amelia River/Intercoastal Wwy.</b>
<b>District Numbers</b>		
<b>US Congress:</b> 4	<b>State House:</b> 4	<b>State Senate:</b> 12
<b>County Commission:</b> 1		
<b>Facility Street Address or Location:</b> <b>Pogey Place Road Fernandina Beach, FL 32034</b>		

<b>III - PROJECT SUMMARY</b>			
<b>Type of Application:</b>	<input checked="" type="checkbox"/> New (never considered before)	<input type="checkbox"/> Reconsideration	<input type="checkbox"/> Phased Continuation- Phase No.:
<b>Type of Project:</b>	<input type="checkbox"/> I- Recreational Channel Marking	<input type="checkbox"/> III- Aquatic Plant Control	
	<input checked="" type="checkbox"/> II- Public Launching Facilities	<input type="checkbox"/> IV- Other Local Boating Related Activities	
<b>Grant Funds Requested</b> \$500,000.00			
<b>Project Description:</b> <p>This is the site of the old Pogey Plant with primary vegetation of live oak trees and an extensive estuarine salt marsh system. The implementation of the boat ramp will provide access to the waterways and other recreational benefits to the residents and visitors of rt Clinch State Park and Nassau County. In addition to the three lane ramp with gangways and docking piers there will be upwards of 100 parking spaces, a covered shelter (which will also be used as an environmental and boating education activities area), a restroom facility, retention pond, and 225+ linear feet of paths and walkways throughout the area.</p>			

**- GENERAL FACILITY INFORMATION**

<b>Type of Facility:</b> <input type="checkbox"/> Primitive <input type="checkbox"/> Small (1 lane ramp) <input type="checkbox"/> Medium (2 lane ramp) <input checked="" type="checkbox"/> Large Regional (3+ lane ramp) <input type="checkbox"/> Tie-up/Overnight/Moorage/Marina <input type="checkbox"/> Other:	<b>Upland Ownership:</b> <input checked="" type="checkbox"/> Public- Fee Simple <input type="checkbox"/> Public - Lease <input type="checkbox"/> Number of Years Remaining in Lease  <b>Name of Owner</b> <b>Nassau County</b>
---	--

Is this facility open to the general public?       Yes       No

Estimate Percent (%) Use of Launching Facility:      **90%** Motorboats/Sailboats      **10%** Non-Motorboats

Day Use, Parking or Launch Fee Amount: \$ **TBD**      Tie-up/Overnight Moorage: \$ **N/A**

Names of adjacent boating facilities, public and private (ramps, tie-up facilities/marinas) within a 10-mile radius.

Name	Distance	Name	Distance
<b>Egans Creek-Private</b>	<b>1.8</b>		<b>6</b>
<b>2 City of Fernandina Beach Marina-Public</b>	<b>3.0</b>		<b>7</b>
<b>3 Melton Nelson Boat Ramp-Public</b>	<b>7.6</b>		<b>8</b>
<b>4 Walker's Landing-Private (exclusive)</b>	<b>8.0</b>		<b>9</b>
<b>5</b>			<b>10</b>

**V - FACILITY COMPONENTS AND USE - EXISTING CONDITIONS**

<b>Number of Launch Lanes:</b> <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Other	<b>Length of Boarding Docks:</b> Ft <input type="checkbox"/> Wood <input type="checkbox"/> Aluminum <input type="checkbox"/> Other
<b>Type of Ramp:</b> Condition: <input type="checkbox"/> Poor <input type="checkbox"/> Average <input type="checkbox"/> Good	<b>Type of Dock:</b> Condition: <input type="checkbox"/> Poor <input type="checkbox"/> Average <input type="checkbox"/> Good
<b>Number of Boat Trailer Parking Spaces:</b> <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Other	<b>Length of Tie-up Dock or Moorage:</b> Ft      or      Slip <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Other
<b>Type of Parking:</b> Condition: <input type="checkbox"/> Poor <input type="checkbox"/> Average <input type="checkbox"/> Good	<b>Type:</b> <input type="checkbox"/> Slip <input type="checkbox"/> Broadside <b>Condition:</b> <input type="checkbox"/> Poor <input type="checkbox"/> Average <input type="checkbox"/> Good
<b>Other Facility Attributes:</b> Pump out or Dump Station: <input type="checkbox"/> Yes <input type="checkbox"/> No Restroom: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**VI - PROJECT NEED**

List Primary Need for Project:

- Safety
- Age-end of Useful Life
- Environmental Needs of the Area
- Other:
- High Demand by Users
- Recommended by FWC Staff
- Lack of In-house Capability

Known Public Support: (Name)

- Adjacent Land Owners **Bill Agricola**
- Users Groups **Nassau Sport Fishing Association**
- Neighborhood Assoc.
- Local/State/Federal Government **City of Fernandina Beach/ Northeast Florida Department of Environmental Protection**
- Legislature **District 12 (Bean) District 5 (Crenshaw)**
- Other

Known Public Opposition: (Name)

- Adjacent Land Owners **No Known**
- Users Groups
- Neighborhood Assoc.
- Local/State/Federal Government
- Legislature
- Other

**VII - PROJECT ENGINEERING AND CONSTRUCTION**

Who is or will be completing project design/engineering?

- Applicant Own Staff
- Consulting Engineers
- N/A (Materials or Equipment Purchase)
- Other: **Complete/R. Tedder**

Level of engineering completed at time of application:

- None
- Conceptual (Master Plan Phase)
- Preliminary
- Final (Ready to Bid)

Has a preliminary or final engineer's cost estimate been developed for this project at time of application?

- Yes
- No

If yes, please attach a copy of detailed engineers cost estimate to application.

Preferred period of construction (based on user activity, weather and water level):

- Winter
- Spring
- Summer
- Fall
- Anytime of the Year

**II - PROPOSED PROJECT COMPONENTS** *Note: See Procedure Guide for definitions, Check all that apply*

	Replacement	Expansion	New	Engineering/Planning
Recreational Channel Marking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Launching Facility (Boat Ramp)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Aquatic Plant Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Local Boating Related Activities:				
Boarding Dock	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transient Tie-up	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Overnight Moorage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restroom	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Access Road	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paved Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Paved Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Curbs, Signs, Markings and Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fixed Pier	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vessel Waste Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris Deflection Boom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piles	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dredging	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pavilion/Shelter	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IX - PROPERTY VALUE**

Size Acres: 30.5

Assessed Value: \$ 710,000.00

Appraisal Completed:  Yes       No

Current Zoning: **Recreation & Open Space (ROS)**

**I - PROJECT COST - SOFT (NON CASH) FUNDS**

Cost Item	Project Type	Applicant	Other* (List in Page-6)	Do Not Use This Column	TOTAL
Administration	Type I	\$	\$		\$
	Type II	\$ 8,119.20	\$		\$ 8,119.20
	Type III	\$	\$		\$
	Type IV	\$	\$		\$
In-kind Engineering	Type I	\$	\$		\$
	Type II	\$ 4,966.40	\$		\$ 4,966.40
	Type III	\$	\$		\$
	Type IV	\$	\$		\$
In-kind Labor	Type I	\$	\$		\$
	Type II	\$ 0.00	\$		\$ 0.00
	Type III	\$	\$		\$
	Type IV	\$	\$		\$
In-kind Materials	Type I	\$	\$		\$
	Type II	\$ 0.00	\$		\$ 0.00
	Type III	\$	\$		\$
	Type IV	\$	\$		\$
In-kind Equipment	Type I	\$	\$		\$
	Type II	\$ 0.00	\$		\$ 0.00
	Type III	\$	\$		\$
	Type IV	\$	\$		\$
In-kind Inspection	Type I	\$	\$		\$
	Type II	\$ 0.00	\$		\$ 0.00
	Type III	\$	\$		\$
	Type IV	\$	\$		\$
Other:	Type I	\$	\$		\$
	Type II	\$ 0.00	\$		\$ 0.00
	Type III	\$	\$		\$
	Type IV	\$	\$		\$
<b>Total Soft Funds</b>		<b>\$ 13,085.60</b>	<b>\$</b>		<b>\$ 13,085.60</b>

**XI - PROJECT COST - HARD (CASH) FUNDS**

Cost Item	Project Type	Applicant	Other* (list Below)	FBIP Grant	TOTAL
Property Value	Type I	\$	\$	<del>\$</del>	\$
	Type II	\$	\$		\$
	Type III	\$	\$		\$
	Type IV	\$	\$		\$
Consultant Master Plan	Type I	\$	\$	\$	\$
	Type II	\$ Included in Engr.	\$	\$	\$ 0.00
	Type III	\$ costs	\$	\$	\$ 0.00
	Type IV	\$	\$	\$	\$
Consultant Engineering	Type I	\$	\$	\$	\$
	Type II	\$ 86,209.00	\$	\$	\$ 86,209.00
	Type III	\$	\$	\$	\$
	Type IV	\$	\$	\$	\$
Consultant Inspection	Type I	\$	\$	\$	\$
	Type II	\$ 0.00	\$	\$	\$ 0.00
	Type III	\$	\$	\$	\$
	Type IV	\$	\$	\$	\$
Construction	Type I	\$	\$	\$	\$
	Type II	\$ 1,045,963.00	\$ 200,000.00	\$ 500,000.00	\$ 1,745,963.00
	Type III	\$	\$	\$	\$
	Type IV	\$	\$	\$	\$
Other: Permitting fees	Type I	\$	\$	\$	\$
	Type II	\$ 800.00	\$	\$	\$ 800.00
	Type III	\$	\$	\$	\$
	Type IV	\$	\$	\$	\$
<b>Total Hard Funds</b>		<b>\$ 1,132,972.00</b>	<b>\$ 200,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 1,832,972.00</b>

<b>TOTAL FUNDS</b>	<b>\$ 1,146,057.60</b>	<b>\$ 200,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 1,846,057.60</b>
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**\*Other Source of Funds (Status)**

Federal     State/Local     Loan

Grant Name(s): LWCF

Agency(ies): DEP

Approval Status:     Approved     Pending     Intend to Apply, Date:

If Yes, please explain key issues and describe any mitigation actions proposed.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Will the project significantly or adversely affect the environment?
NO	YES	

**XII - ENVIRONMENTAL ASSESSMENT**

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local and Others (If needed): Through FDEP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	U.S. Army Corps of Engineers
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has an application been submitted with the Florida Department of Environmental Protection?
NO	YES	1 - PERMITS <i>Note: Construction Projects Only.</i>


**I - REQUIRED APPLICATION ATTACHMENTS CHECK LIST**

<input checked="" type="checkbox"/>	1. An adopted Resolution, by the Governing Body, authorizing that the Project Manager has the authority to apply for and administer the grant on behalf of the applicant.
<input checked="" type="checkbox"/>	2. Boundary map of the project area. The map must provide a description and sketch of the project area boundaries, displaying known easements, and legally sufficient to identify the program area.
<input checked="" type="checkbox"/>	3. Site control documentation (e.g. deed, lease, results of title search, etc ...) for the project site. If the county is applying on behalf of a local body of government, then an inter-local agreement between the local body of government and the county must also be submitted.
<input checked="" type="checkbox"/>	4. Existing Condition Photographs sufficient to depict the physical characteristics of the project area.
<input checked="" type="checkbox"/>	5. Aerial Photographs marked with the approximate boundaries of the project site.
<input checked="" type="checkbox"/>	6. If applicable, an 8.5"x11" photocopy (project site vicinity only) of a current NOAA North American Datum 83 nautical chart (provide the NOAA chart name and number) indicating the precise location of the project site. NOAA charts may be obtained from: Distribution Branch (N/CG33), NOAA-National Ocean Service, 6501 Lafayette Avenue, Riverdale, Maryland 20737.
<input checked="" type="checkbox"/>	7. Photocopies of necessary project permit(s) or permit application(s).
<input checked="" type="checkbox"/>	8. Engineering Cost Estimate (if completed).
<input checked="" type="checkbox"/>	9. Preliminary Design/Engineering Plans (if completed).
<input checked="" type="checkbox"/>	10. Application transmittal cover letter (Identify priority rank with multiple applications).
<input checked="" type="checkbox"/>	11. One (1) original application.
<input checked="" type="checkbox"/>	12. Five (5) copies of the application.

**APPLICANT SIGNATURE**

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities.

I also certify that the Applicants governing body is aware of and has authorized the Project Manager as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required. By signature below the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

Walter D. Gossett  
 Print/Type Name  
  
 Applicant Signature

County Coordinator  
 Title  
4-03-02  
 Date

STATE OF FLORIDA, COUNTY OF ( \_\_\_\_\_ )

Personally appeared before me this 3rd day of April, 2002, Walter D. Gossett who subscribed and swore to the above instrument in my presence.

Notary Public Name: Marionette Mack

My commission expires:



**MARIONETTE MACK**  
 Notary Public, State of Florida  
 My comm. expires Oct. 11, 200  
 Comm. No. CC 782309

For more information regarding this application and the Florida Boating Improvement Program can be found in the Florida Boating Improvement Program Procedure Guide or you may contact the Program Administrator, Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, FL 32399-1600. Telephone (850) 487-3755.





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

Nick Deonas  
David C. Howard  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

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

April 26, 2002

Mahmoud S. Madkour, Ph.D., P.E.  
Program Administrator  
Florida Boating Improvement Program 2002  
620 South Meridian Street  
Tallahassee, Fl 32399-1600

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

RE: Amended Florida Boater Improvement Program 2002 Grant

Dear Mr. Madkour,

Please accept this letter as Nassau County's amendment to the above referenced grant, which was submitted to your department on March 14, 2002. This amendment is in response to a request from Sandy Robertson, of your department, and Thomas Vaughn, who conducted a site visit on Monday, April 22, 2002. Nassau County is more than committed to making this project a reality, and as such is committed to providing needed funding to operate and maintain the facility, based on a covenant to budget and appropriate funds annually. Based on the past action of the Board of County Commissioners, I believe they would be willing to enter into an agreement with the Commission which would identify the commitment for operations and maintenance.

Nassau County anticipates putting this project out to bid within the next 45 days. Based on the timing issue of removing the derelict barge from water of the State, I would anticipate a construction time of ten to fourteen months maximum.

I have amended page six of the original grant application [project cost – hard (cash) funds] to clarify that Nassau County has also applied for a \$200,000.00 matching grant from the Department of Environmental Protection – Land & Water Conservation Fund (LWCF). That grant and the matching funds would be for the fishing pier portion of the project, as well as the walking trails, pavilion, and restroom facilities. I am attaching a copy of page 6 of the LWCF grant itemizing those items.

Once again, thank you for your consideration of our grant application which will help provide this much needed boat launch facility.

Yours truly,

Walt Gossett  
County Coordinator  
Nassau County

(904) 225-2610 Board Room; 321-5782, (800) 789-6673

*An Affirmative Action / Equal Opportunity Employer*



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

Nick Deonas  
David C. Howard  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

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

March 14, 2002

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

Mahmoud S. Madkour, Ph. D., P.E.  
Program Administrator  
Florida Boating Improvement Program 2002  
620 South Meridian Street  
Tallahassee, FL 32399-1600

Dear Mr. Madkour:


Nassau County is pleased to submit one completed Florida Boating Improvement Program 2002 grant application for your review.

With over 4,800 registered boaters in Nassau County, the proposed project will provide these boaters increased access to the County's waterways. With only three public launching facilities available, our vibrant population growth warrants the need for new boating facilities. This site will be home to the annual Kingfish Tournament held each July and other like tournaments as well.

Although this project is categorized as new development, it is indirectly an expansion of a State gem. This site is contiguous to the Fort Clinch State Park. Upon approval by the State Parks and Recreation Department, Nassau County will be able to provide direct access to the intercoastal waterway for the visitors using the State Park.

We hope this application meets with your approval.

Sincerely,



Walter Gossett  
County Coordinator

RECEIVED  
COUNTY COORDINATOR'S  
OFFICE

RESOLUTION 2002 - 61

02 APR -1 PM 12:50

A RESOLUTION AUTHORIZING THE COUNTY COORDINATOR TO APPLY FOR AND ADMINISTER A GRANT FOR THE NORTH END NATURE CENTER AND FISHING PIER FROM THE FLORIDA FISH AND WILDLIFE COMMISSION, FLORIDA BOATING IMPROVEMENT PROJECT.

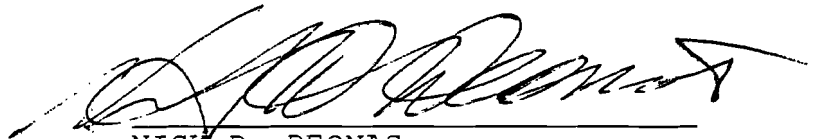
WHEREAS, the Board of County Commissioners has acquired property for the North End Nature Center and Fishing Pier; and

WHEREAS, funds are available through the State of Florida for improvements at the property.

NOW, THEREFORE, BE IT RESOLVED this 25<sup>th</sup> day of March, 2002, by the Board of County Commissioners of Nassau County, Florida, as follows:

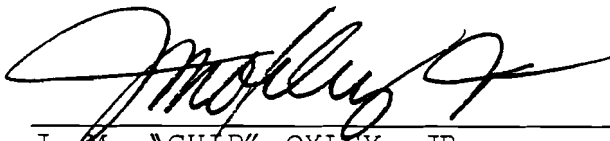
1. The County Coordinator is hereby authorized to apply for and administer a grant ~~of~~<sup>on</sup> behalf of the Board of County Commissioners through the Florida Fish and Wildlife Commission, Florida Boating Improvement Project.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



NICK D. DEONAS  
Its: Chairman

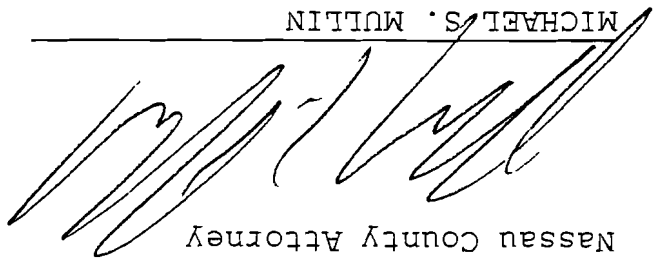
ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

h/anne/res/nature-center-grant

MICHAEL S. MULLIN



Approved as to form by the  
Nassau County Attorney



J. M. "CHIP" OXLEY, JR.  
 Ex-Officio Clerk  
 Board of County Commissioners  
 Nassau County, Florida

*J.M. Oxley, Jr. Clerk*  
*by J. M. Oxley, Jr. Deputy Clerk*

WITNESS my hand and official seal this 1st day of April, 2002.

I, J. M. "Chip" Oxley, Jr., Ex-Officio Clerk to the Board of County Commissioners of Nassau County, Florida, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2002-61, of the Board of County Commissioners of Nassau County, Florida, adopted on March 25, 2002.

STATE OF FLORIDA  
 COUNTY OF NASSAU



1. This map was prepared by the State of North Carolina, Department of Transportation, under the authority of the State Engineer, and is published as a public document.

2. The map shows the location of the project area within the State of North Carolina, and is intended to provide information to the public regarding the project.

3. The map is based on the best available information, and is not intended to be a legal document.

4. The map is published as a public document, and is intended to provide information to the public regarding the project.

5. The map is based on the best available information, and is not intended to be a legal document.

6. The map is published as a public document, and is intended to provide information to the public regarding the project.

7. The map is based on the best available information, and is not intended to be a legal document.

8. The map is published as a public document, and is intended to provide information to the public regarding the project.

9. The map is based on the best available information, and is not intended to be a legal document.

10. The map is published as a public document, and is intended to provide information to the public regarding the project.

**MAXIMUM BOUNDARY AND MEAN HIGH WATER MARK**

The boundary and mean high water mark of the Annulla River are shown on this map. The boundary is shown as a solid line, and the mean high water mark is shown as a dashed line. The map is based on the best available information, and is not intended to be a legal document.

**LEGEND**

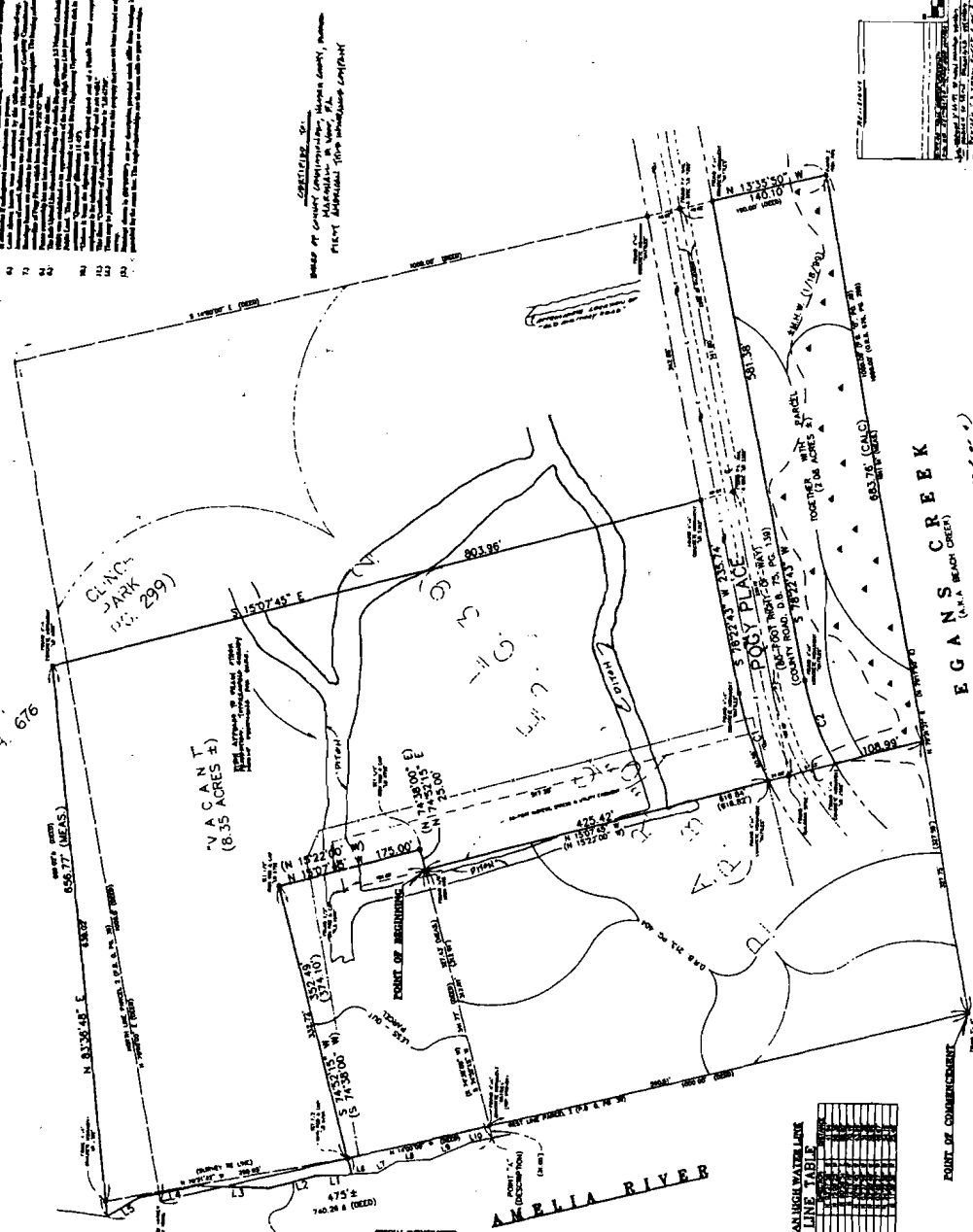
MEAN HIGH WATER MARK	---
BOUNDARY	---
...	...

**GRAPHIC SCALE**

1 inch = 100 feet  
1 mile = 5,280 feet

**North Carolina**  
Department of Transportation  
Division of Highways  
Raleigh, N.C. 27601

**Shirley Blair**  
Surveying & Mapping Company



**EGANS CREEK**  
(N.A. BEACH CREEK)

**CURVE TABLE**

**MEAN HIGH WATER MARK**

STATION	MEAN HIGH WATER MARK
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...
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**SPECIAL SURVEY NOTES**

The State of North Carolina, Department of Transportation, is authorized by the State Engineer to conduct this survey for the purpose of determining the location of the mean high water mark of the Annulla River. The results of this survey are shown on this map.

The State of North Carolina, Department of Transportation, is authorized by the State Engineer to conduct this survey for the purpose of determining the location of the mean high water mark of the Annulla River. The results of this survey are shown on this map.

**LEGEND**

MEAN HIGH WATER MARK	---
BOUNDARY	---
...	...

This Instrument Prepared By:  
Peter Fodor  
The Trust for Public Land  
306 North Monroe Street  
Tallahassee, Florida 32301

Doc# 200108853  
Book: 977  
Pages: 1784 - 1788  
Filed & Recorded  
03/27/2001 03:10:11 PM  
J. M. OXLEY JR  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING \$ 21.00  
TRUST FUND \$ 3.00

Property Appraiser's Parcel  
Identification Number: 10-3N-28-0000-0002-000

*1000. 2001. 10  
Doc exempt*

**WARRANTY DEED  
(STATUTORY FORM - SECTION 689.02, F.S.)**

THIS INDENTURE, made this 16 day of March A.D. 2001, between THE TRUST FOR PUBLIC LAND, a nonprofit California corporation of the County of Leon, the State of Florida, Grantor, and BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 3163 Bailey Road, Fernandina Beach, Florida 32034, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Nassau County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO  
CHAPTER 201.02(6), FLORIDA STATUTES.

Signed, sealed and delivered in the presence of:

THE TRUST FOR PUBLIC LAND

*Peter Fodor*  
(SIGNATURE OF FIRST WITNESS)

Peter Fodor  
(PRINTED NAME OF FIRST WITNESS)

*Carol Penrose*  
(SIGNATURE OF SECOND WITNESS)

CAROL PENROSE  
(PRINTED NAME OF SECOND WITNESS)

By: *W. Dale Allen*  
W. Dale Allen  
Senior Vice President  
The Trust for Public Land  
306 North Monroe Street  
Tallahassee, Florida 32301

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2001, by W. Dale Allen, Senior Vice President of the Trust for Public Land. Such person is personally known to me or produced \_\_\_\_\_ as identification.

*Diana F. Webb*  
Notary Public  
(NOTARY SEAL)



Diana F. Webb  
MY COMMISSION # CC921241 EXPIRES  
March 22, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.



## PARCEL 1:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA, AND BEING IN AND A PART OF SECTION TEN (10), IN TOWNSHIP THREE (3) NORTH, RANGE TWENTY-EIGHT (28) EAST, AND WHICH TRACT OR PARCEL OF LAND HEREBY CONVEYED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

## A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 676, PAGE 299 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH SEVENTY-NINE (79) DEGREES, THIRTY-ONE (31) MINUTES, THIRTY-SEVEN (37) SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" A DISTANCE OF THREE HUNDRED TWENTY-SEVEN AND SEVENTY-FIVE HUNDREDTHS (327.75) FEET; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (7) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 404 OF SAID PUBLIC RECORDS A DISTANCE OF SIX HUNDRED SIXTEEN AND EIGHTY-FOUR HUNDREDTHS (616.84) FEET TO THE NORTHEAST CORNER OF SAID LANDS FOR THE POINT OF BEGINNING; THENCE SOUTH SEVENTY-FOUR (74) DEGREES, FIFTY-TWO (52) MINUTES, FIFTEEN (15) SECONDS WEST, A DISTANCE OF THREE HUNDRED FORTY-ONE AND SEVENTY-SEVEN HUNDREDTHS (341.77) FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE NORTHERLY ALONG SAID MEAN HIGH WATER LINE SEVEN HUNDRED FORTY AND TWENTY-SIX HUNDREDTHS (740.26) FEET MORE OR LESS; THENCE NORTH EIGHTY-THREE (83) DEGREES, THIRTY-SIX (36) MINUTES, FORTY-EIGHT (48) SECONDS EAST, A DISTANCE OF SIX HUNDRED EIGHTY-NINE AND TWO HUNDREDTHS (689.02) FEET MORE OR LESS; THENCE SOUTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS EAST, A DISTANCE OF EIGHT HUNDRED THREE AND NINETY-SIX HUNDREDTHS (803.96) FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD (80' RIGHT OF WAY) DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH SEVENTY-EIGHT (78) DEGREES, TWENTY-TWO (22) MINUTES, FORTY-THREE (43) SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF TWO HUNDRED THIRTY-FIVE AND SEVENTY-FOUR HUNDREDTHS (235.74) FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE ONE HUNDRED TEN AND FIFTY-FOUR HUNDREDTHS (110.54) FEET, (SAID CURVE BEING CONCAVE, SOUTHWESTERLY, HAVING A RADIUS OF THREE HUNDRED NINETY-EIGHT AND 1 TENTH (398.10) FEET, A CHORD BEARING OF SOUTH SEVENTY (70) DEGREES, TWENTY-FIVE (25) MINUTES, TWENTY-EIGHT (28) SECONDS WEST AND A CHORD DISTANCE OF ONE HUNDRED TEN AND EIGHTEEN HUNDREDTHS (110.18) FEET, TO THE EASTERLY LINE OF SAID LANDS DESCRIBED IN O.R. BOOK 213, PAGE 404; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG SAID EASTERLY LINE A

Continued on next page

CONTINUATION OF EXHIBIT "A"

DISTANCE OF FOUR HUNDRED TWENTY-FIVE AND FORTY-TWO HUNDREDTHS (425.42) FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PORTION OF THE AFOREMENTIONED PARCEL "A" LYING SOUTHERLY OF THE AFOREMENTIONED COUNTY ROAD (80' RIGHT OF WAY), DESCRIBED IN DEED BOOK 75, PAGE 139 OF SAID PUBLIC RECORDS, EXCEPTING THEREFROM ANY PORTION LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 213, PAGE 404 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL ALSO BEING A PORTION OF PARCEL NO. 2 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "O", PAGE 39 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF REFERENCE IS A GRANITE MONUMENT MARKED "U.S.M.R" WHICH IS SHOWN AS STATION "C" ON SAID PLAT RECORDED IN PLAT BOOK "O", PAGE 39; THENCE PROCEED NORTH  $79^{\circ} 17' 50''$  EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, A DISTANCE OF 327.55 FEET; THENCE NORTH  $15^{\circ} 22' 00''$  WEST, A DISTANCE OF 616.82 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH  $74^{\circ} 38' 00''$  WEST, A DISTANCE OF 312.61 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED "LB2392", THENCE CONTINUE SOUTH  $74^{\circ} 38' 00''$  WEST, A DISTANCE OF 31.05 FEET, MORE OR LESS, TO A POINT HEREBY DESCRIBED AS "POINT A" AND TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER AS ESTABLISHED BY A SURVEY BY ARC SURVEYING & MAPPING, INC., DATED AUGUST 11, 1993 WHICH SHOWS THE MEAN HIGH WATER LINE AT ELEVATION 3.38 FEET, NATIONAL GEODETIC VERTICAL DATUM, 1929; THENCE RETURN TO THE POINT OF BEGINNING AND PROCEED NORTH  $74^{\circ} 38' 00''$  EAST A DISTANCE OF 25.00 FEET; THENCE NORTH  $15^{\circ} 22' 00''$  WEST A DISTANCE OF 175.00 FEET; THENCE SOUTH  $74^{\circ} 38' 00''$  WEST, A DISTANCE OF 374.10 FEET, MORE OR LESS, TO THE AFORESAID MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE PROCEED SOUTHEASTERLY ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE TO AFORESAID "POINT A".

BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK  
Continued on next page

CONTINUATION OF EXHIBIT "A"

415, PAGE 169 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

RESERVING UNTO THE GRANTOR HEREIN A 60 FOOT PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE AFOREMENTIONED POINT OF BEGINNING PROCEED NORTH 15° 22' 00" WEST, A DISTANCE OF 100.00 FEET, THENCE NORTH 74° 38' 00" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 15° 22' 00" EAST A DISTANCE OF 517.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AN 80 FOOT COUNTY RIGHT OF WAY AS DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT ALSO BEING ON A CURVE WHICH IS CONCAVE TO THE SOUTHEAST; SAID CURVE HAVING A RADIUS OF 398.10 FEET, A CENTRAL ANGLE OF 08° 43' 28", AND A CHORD BEARING OF SOUTH 66° 49' 57" WEST AND DISTANCE OF 60.56 FEET; THENCE PROCEED SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, AN ARC DISTANCE OF 60.62 FEET; THENCE NORTH 15° 22' 00" WEST, A DISTANCE OF 425.42 FEET TO THE POINT OF BEGINNING.

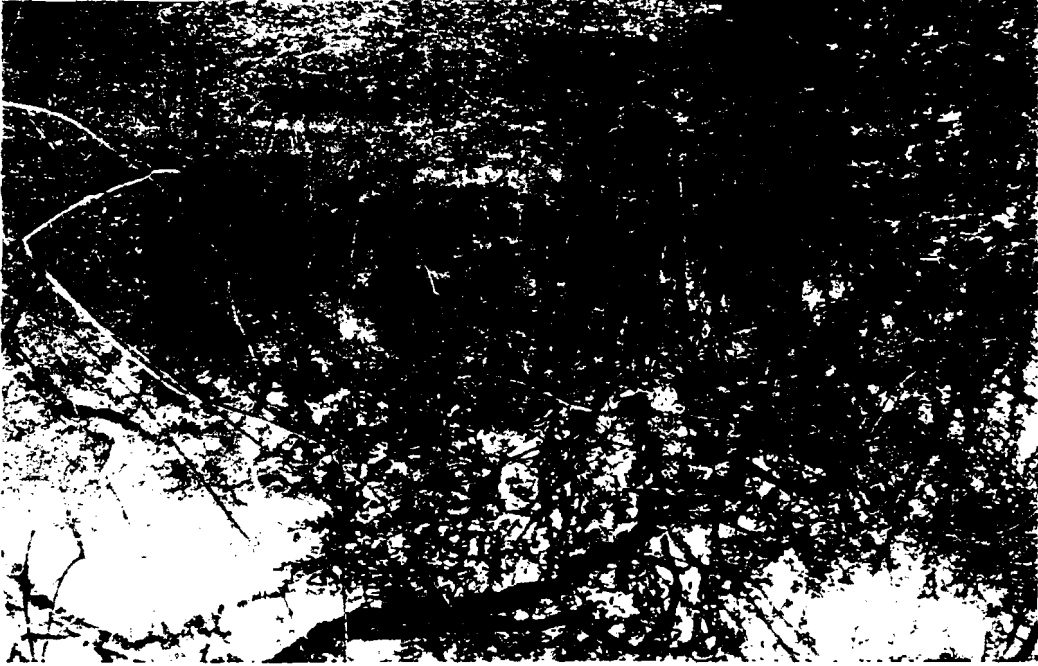
PARCEL 2: (SALT MARSH BOUNDARY)

BEING A PORTION OF PARCEL "D" AS DESCRIBED IN OFFICIAL RECORDS BOOK 415, PAGES 169-173 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF SALT MARSH LAND SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA AND DESCRIBED AS FOLLOWS:

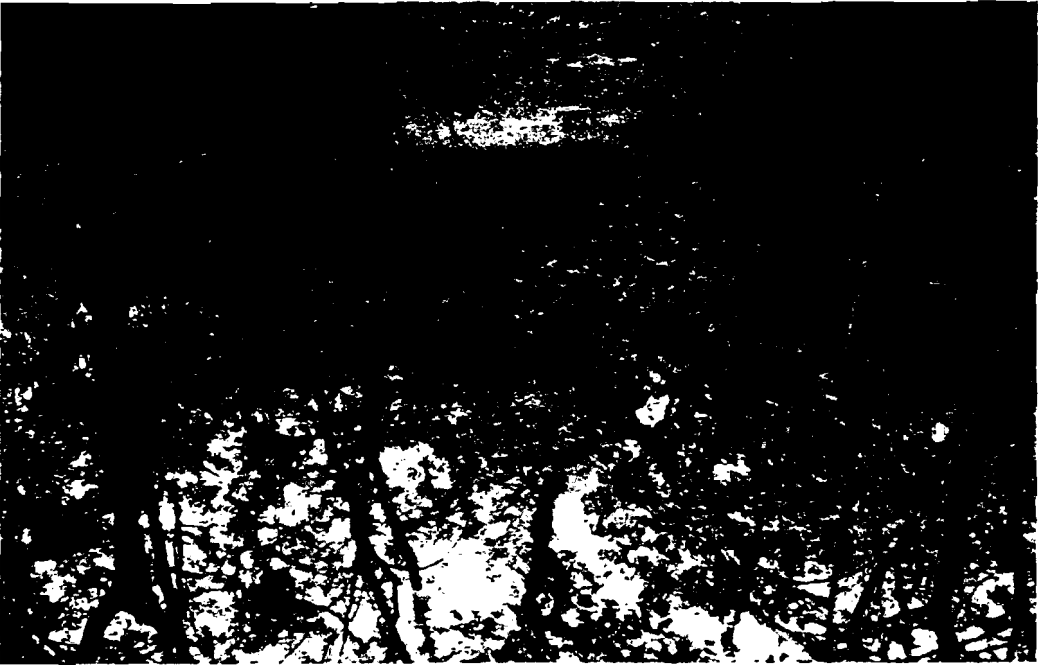
ALL OF THE SALT MARSH PORTION OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 28 EAST, AS LIES NORTH OF THE NORTH BANK OF EGAN'S CREEK AND WEST OF THE WEST RIGHT-OF-WAY OF "COUNTY ROAD 14TH STREET" AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 74611-2601, RECORDED IN ROAD PLAT BOOK 6, PAGE 76, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 30, PAGES 140-141 AND OFFICIAL RECORD BOOK 113, PAGES 601-603 ALL OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS THEREFROM: ALL THAT CERTAIN PARCEL OF LAND DESIGNATED UPON AND ACCORDING TO THE OFFICIAL PLAT OF THE CITY OF FERNANDINA BEACH AS MARSH LOT 13.

SUBJECT PROPERTY



SUBJECT PROPERTY



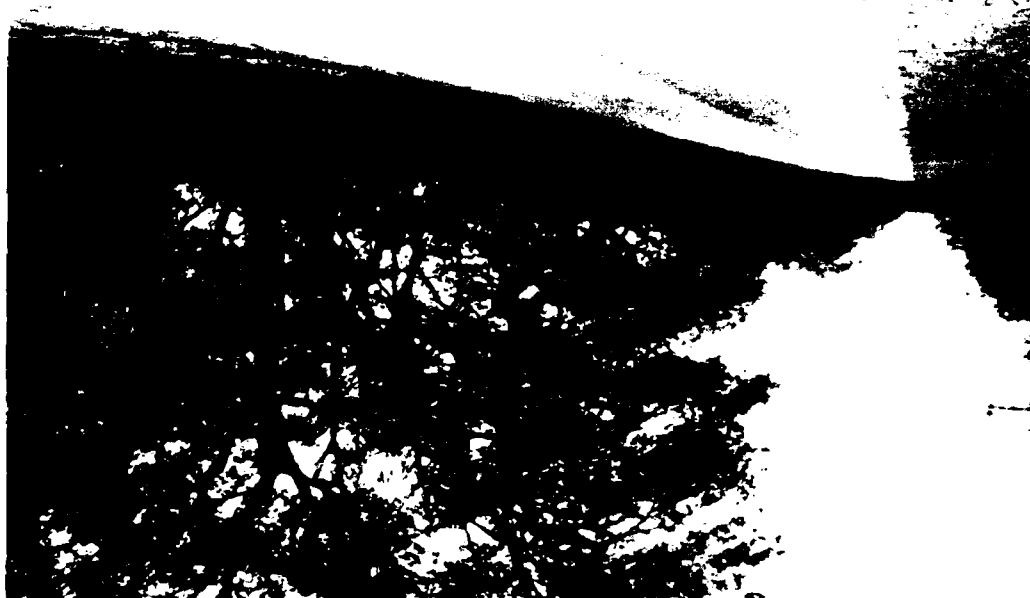


VIEW OF EGANS CREEK  
SUBJECT AT TREE LINE TO THE RIGHT

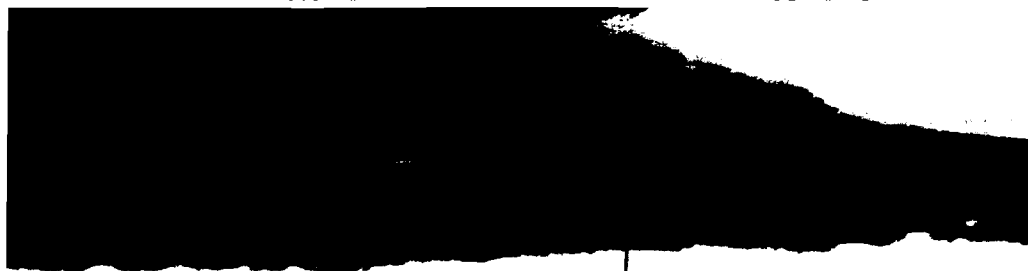


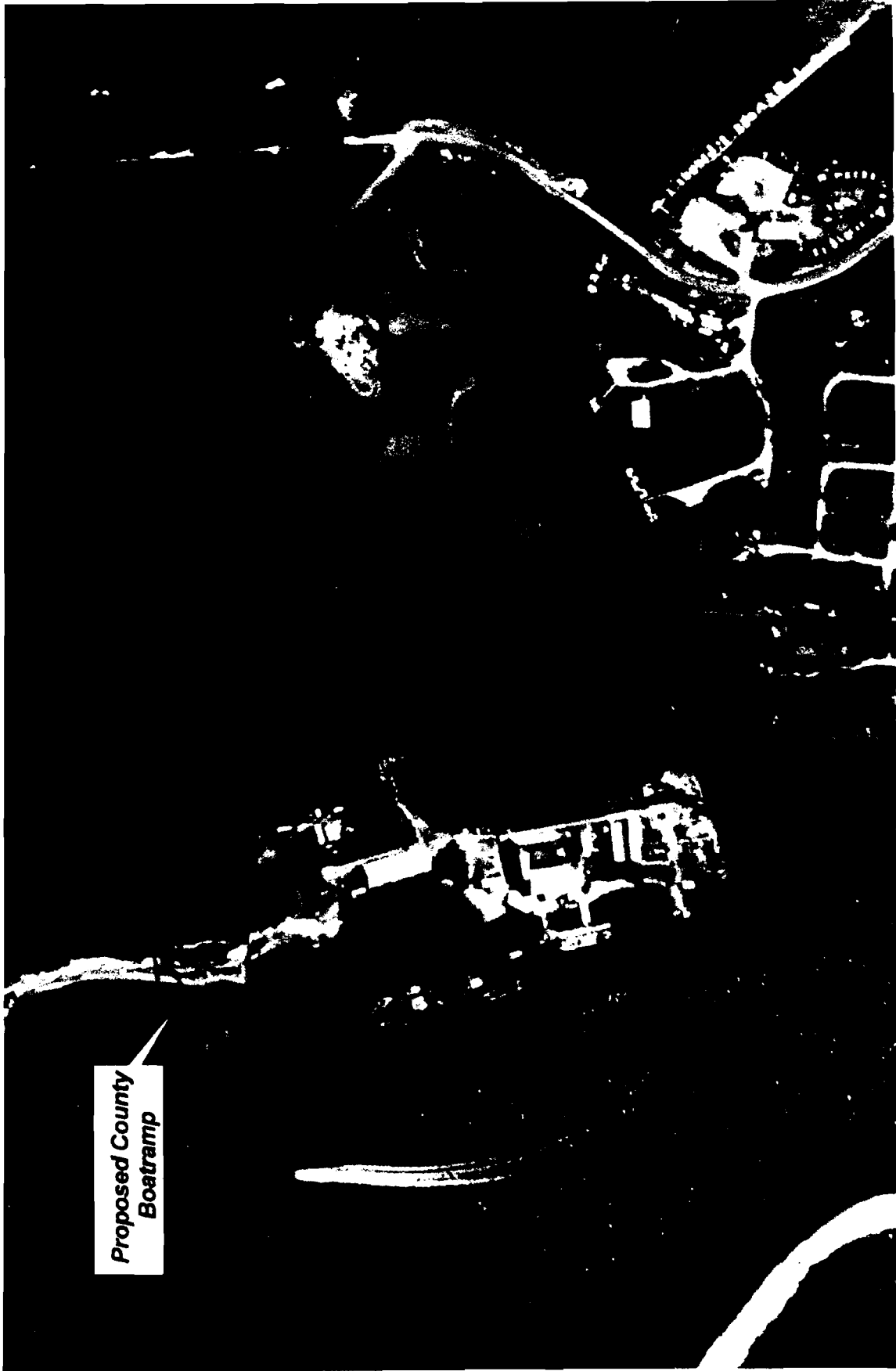
POGEY PLACE - VIEW WEST  
SUBJECT WETLANDS ON LEFT - PARTAIL UPLANDS ON RIGHT

POGEY PLACE - VIEW EAST  
SUBJECT WETLANDS ON RIGHT - PARTIAL UPLANDS ON LEFT



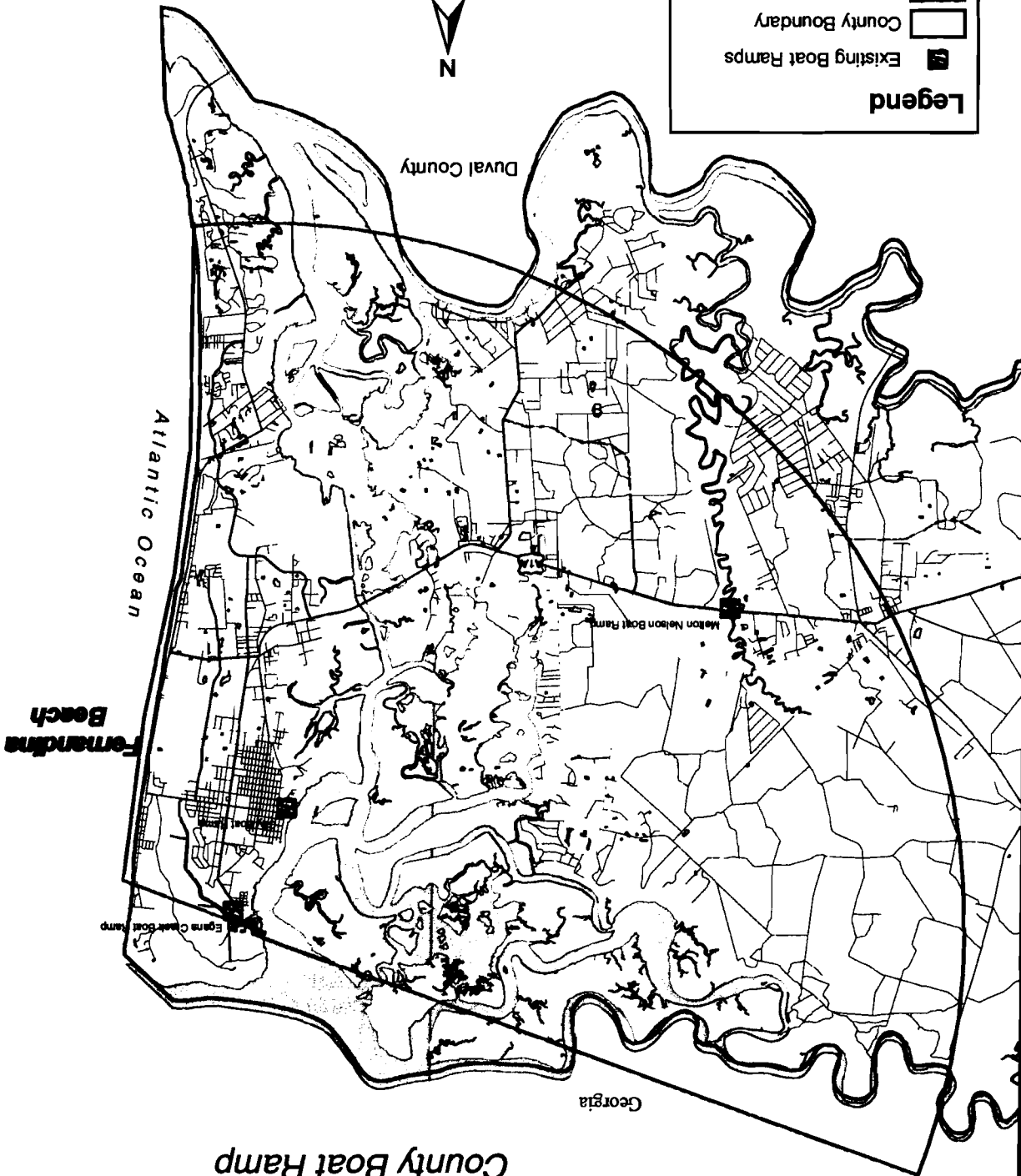
SUBJECT WETLANDS AT TREE LINE IN BACK GROUND  
VIEW - NORTH WEST





Proposed County  
Boatramp

# 10 Mile Radius from Future County Boat Ramp



**Legend**

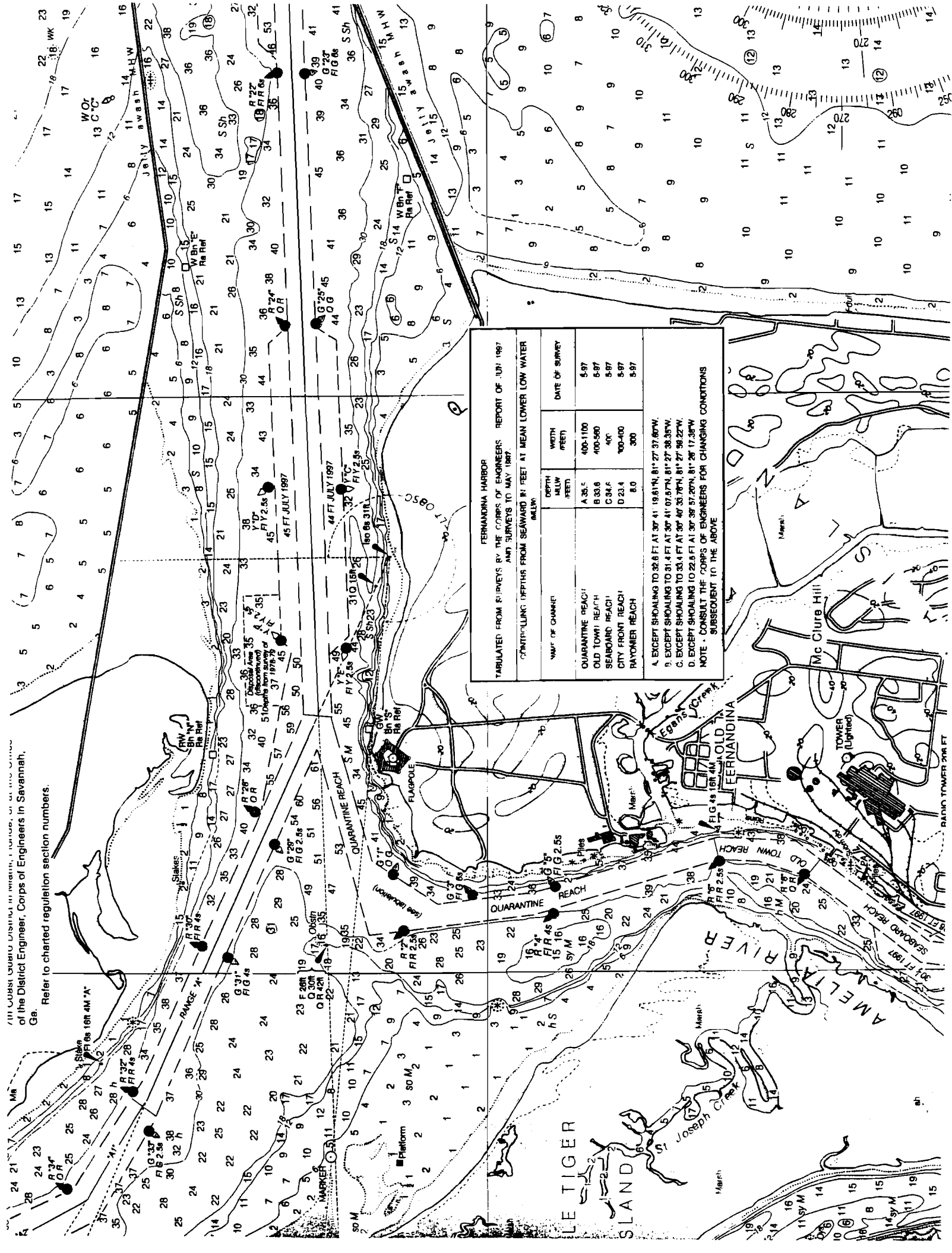
- Existing Boat Ramps
- County Boundary
- 10 Miles Radius
- Other Roads
- Freeway
- Local Road
- Major County Collector
- Minor Arterial
- Minor County Collector
- Principal Arterial
- Proposed New Alignment
- Water

This drawing is for informational purposes only. It is not intended to be used for any other purpose. The user assumes all liability for any use of this drawing. The user agrees to hold the author harmless for any use of this drawing.





7111 COAST GUARD DISTRICT III, SAVANNAH, GEORGIA, U.S. COAST AND GEODETIC SURVEY  
of the District Engineer, Corps of Engineers in Savannah,  
Ga.  
Refer to charted regulation section numbers.



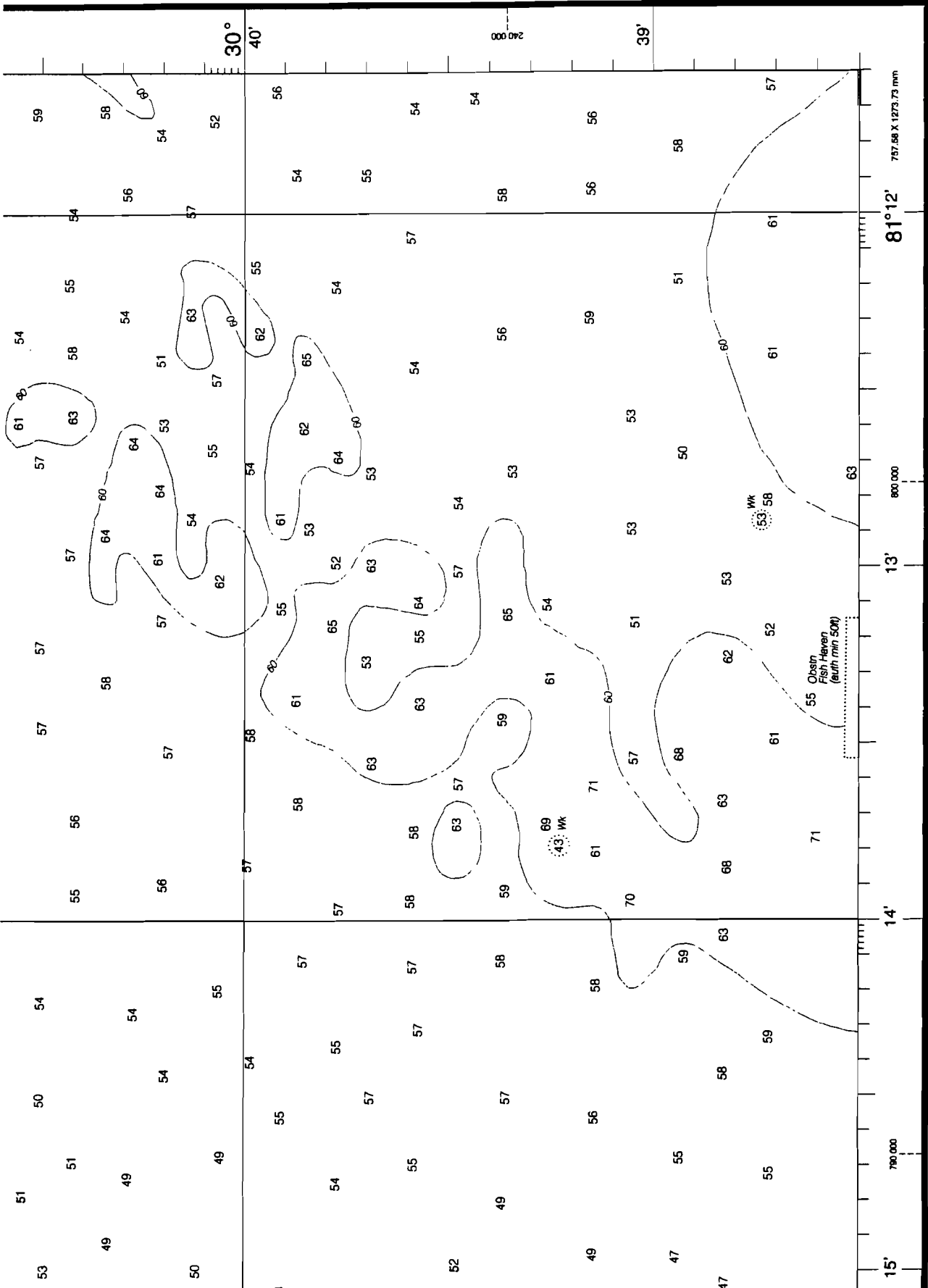
**FERNANDINA HARBOR**

TABULATED FROM SURVEYS BY THE CORPS OF ENGINEERS REPORT OF JULY 1987  
AND SURVEYS TO MAY 1987

NAME OF CHANNEL	DEPTH MILLIM.	DEPTH MILLIM. FEET	WIDTH FEET	DATE OF SURVEY
QUARANTINE REACH	A 35.5		400-1100	5-87
OLD TOWN REACH	B 33.6		400-500	5-87
SEAWARD REACH	C 34.5		400	5-87
CITY FRONT REACH	D 23.4		100-400	5-87
RAYMONER REACH	E 8.0		300	5-87

NOTE - CONSULT THE CORPS OF ENGINEERS FOR CHANGING CONDITIONS  
SUBSEQUENT TO THE ABOVE

A. EXCEPT SHOALING TO 32.8 FT AT 30° 41' 19.61"N, 81° 27' 37.67"W.  
B. EXCEPT SHOALING TO 31.4 FT AT 30° 41' 07.57"N, 81° 27' 38.35"W.  
C. EXCEPT SHOALING TO 33.4 FT AT 30° 40' 33.76"N, 81° 27' 36.22"W.  
D. EXCEPT SHOALING TO 22.5 FT AT 30° 39' 57.20"N, 81° 26' 17.35"W.



ED NO. 38

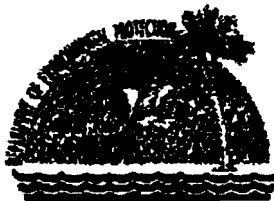


NSN 7642014010157  
 NIMA STOCK NO. 11AHAT1503

11503

Cumberland Sound - Fernandina Harbor to Kings Bay

SOUNDINGS IN FEET - SCALE 1:25,000



# Department of Environmental Protection

Job Bush  
Governor

Northeast District  
7825 Baymeadows Way, Suite B200  
Jacksonville, Florida 32256-7590

David B. Straub  
Secretary

Voice 904-448-4340 FAX 904-448-4366

## SUBMERGED LANDS AND ENVIRONMENTAL RESOURCES PROGRAM

April 8, 2002

Nassau County Board of Commissioners  
C/o Jack D'Amato, P.E.  
Public Works Director  
2290 State Road 200  
Fernandina Beach, FL 32034

DEP File No. 45-183509-001-ES  
North End Boat Ramp  
Nassau County

Dear Mr. D'Amato:

This is to confirm that the DEP Northeast District office intends to issue the environmental resource permit and sovereignty submerged lands authorization for the construction of the public boat ramp on the Amelia River, Nassau County.

At this time the necessary permit documents and sovereignty submerged lands lease documents are being prepared by the Submerged Lands and Environmental Resource Program staff and should be completed by the end of this week. Once completed the Intent to Issue and draft permit will be mailed to your office.

If you have any questions, please contact me at 904-807-3344 or via Internet E-mail address at [Stephen.Sabia@dep.state.fl.us](mailto:Stephen.Sabia@dep.state.fl.us). When referring to your project please use the DEP File number listed above.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

Ernest E. Frey, P.E.  
Director of District Management  
7825 Baymeadows Way, Suite B200  
Jacksonville, Florida 32256-7590  
Phone: (904)807-3300

"More Protection, Less Process"

Printed on recycled paper.



DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
P. O. BOX 4970  
JACKSONVILLE, FLORIDA 32232-0019

REPLY TO  
ATTENTION OF

Regulatory Division  
Atlantic Permits Branch  
200102337(IP-MMS)

NOV 27 2001

Nassau County Board of Commissioners  
2290 State Route 200  
Fernandina Beach, Florida 32034

Dear Sir or Madam:

We have completed our review of your permit application identified as 200102337(IP-MMS), for the construction of a boat ramp in Fernandina Beach, Nassau County, Florida.

Although the United States Army Corps of Engineers (Corps) is prepared to issue the permit, by Federal law no Department of the Army (DA) permit can be issued until a State Section 401 Water Quality Certification (WQC) has been issued or has been waived and the State has concurred with an applicant's Coastal Zone Management (CZM) consistency determination or concurrence has been presumed. As of this date we have no indication that the Florida Department of Environmental Protection (DEP), which is responsible for both WQC and CZM, has issued certification for your proposed work. If the State DEP fails or refuses to act within 6 months from the date the State considers the application complete, the Section 401 WQC requirement and CZM consistency will be automatically waived or considered presumed and the Corps permit may be issued.

Once the State has issued or waived the required Section 401 WQC and/or concurred with your CZM consistency determination, you will need to provide us with a copy of the State's permit. Upon receipt of State approval or waiver, the DA permit will be issued, providing the State approval or waiver is furnished within 1 year of the date of this letter and there have been no significant changes in the Corps evaluation policies during that period nor any significant project modifications.

Conditions of the State Section 401 Water Quality Certification and/or the State CZM concurrence will become conditions to the final DA permit. Should the State's action on the required certification or concurrence permit a project different from that shown on the current DA permit application, a modification to the application will be required. Please notify us when you submit copies of the State DEP certification/permit

**received**  
12-7-01


for any changes. Substantial changes may require a new permit evaluation process, including issuing a new public notice.

If the State denies the required Section 401 WQC and/or does not concur with your CZM consistency determination, then the DA permit will be denied without prejudice. Should you subsequently obtain a Section 401 WQC and/or a CZM consistency determination concurrence, you should contact this office to determine how to proceed with your permit application.

You are cautioned that commencement of the proposed work prior to actual DA authorization would constitute a violation of Federal laws and subject you to possible enforcement action. Receipt of a permit from the State DEP does not obviate the requirement for obtaining a DA permit prior to commencing the proposed work.

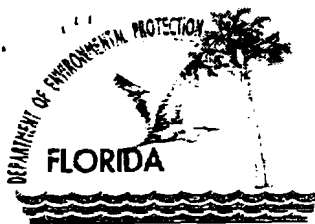
If you have any other questions concerning your application for a DA permit, please contact Matt Smith at the letterhead address or telephone number 904-232-1677.

Sincerely,

  
John R. Hall  
Chief, Regulatory Division

Copy Furnished:

Mr. Walter Kloss, Pitman-Hartenstein & Associates, 7820 Arlington Expressway,  
Suite 640, Jacksonville, Florida 32211



Jeb Bush  
Governor

# Department of Environmental Protection

Northeast District  
7825 Baymeadows Way, Suite B200  
Jacksonville, Florida 32256-7590

David B. Struhs  
Secretary

## SUBMERGED LANDS AND ENVIRONMENTAL RESOURCES PROGRAM

TO: All Interested Parties

FROM: Submerged Lands & Environmental Resources Program  
Northeast District

SUBJECT: Request For Comments

The attached application was submitted to the Submerged Lands and Environmental Resources Program. We are currently processing the request as required by Chapters 373, 403, 253 and 258, F.S.

This is an opportunity for applicable state and federal agencies to provide comments on and/or to concur with or object to the proposed project affecting their particular interests. Comments must describe how the project conflicts with your agency's statutory authorities and provide alternative measures, if any, which would make the project consistent those authorities.

Return your written comments (referencing the applicant's name and file number) to the Department of Environmental Protection, 7825 Baymeadows Way, Suite B-200, Jacksonville Florida, 32256, within 30 days of receipt of this letter. Your comments will be used in our evaluation of the proposed activity.

This project may be modified. If you wish to receive a copy of the application upon its completion or if you wish to receive a copy of final agency action regarding this project, please notify us.

Thank you.

Attachments: DEP/USACOE Joint Application

RECEIVED  
5-4-01  
RB

FOR AGENCY USE ONLY  
 ACOE Application # \_\_\_\_\_  
 SUR Application # 45-183509-001-ES  
 Date Application Received \_\_\_\_\_  
 Proposed Project Lat. \_\_\_\_\_  
 Proposed Project Long. \_\_\_\_\_  
 Fee Received \$ \_\_\_\_\_  
 Fee Receipt # \_\_\_\_\_  
 Date Received \_\_\_\_\_  
 Project Use Codes \_\_\_\_\_  
 Assigned Reviewers \_\_\_\_\_  
 Reviewer #'s \_\_\_\_\_

SECTION A

Are any of the activities described in this application proposed to occur in, on, or over wetlands or other surface waters? X yes \_\_\_ no

A. Type of Environmental Resource Permit Requested (check at least one)

Noticed General - include information requested in Section B. X

Standard General (all other projects) - include information requested in Sections C and D.

Standard General (Single Family Dwelling) - include information requested in Sections C and D.

Individual (all other projects) - include information requested in Sections C and D.

Conceptual - include information requested in Sections C and E.

Mitigation Bank Permit (construction) - include information requested in Sections C and F.

(If the proposed mitigation bank involves the construction of a surface water management system requiring another permit defined above, check the appropriate box and submit the information requested by the applicable section.)

Mitigation Bank (conceptual) - include information requested in Sections C and F.

Standard General Stormwater - include information requested in Sections C and H.

Individual Stormwater - include information requested in Sections C and H.

B. Type of activity for which you are applying (check at least one)

Construction and operation of a new system including dredging or filling in, on or over wetlands and other surface waters. X

Alteration and operation of an existing system which was not previously permitted by a WMD or DEP.

Modification of a system previously permitted by a WMD or DEP. Provide previous permit numbers: \_\_\_\_\_

Alteration and operation of a system \_\_\_\_\_

Abandonment of a system \_\_\_\_\_

Removal of a system \_\_\_\_\_

Extension of permit duration \_\_\_\_\_

Construction and operation of additional phases of a system \_\_\_\_\_

Are you requesting authorization to use State Owned Submerged Lands? X yes \_\_\_ no

(If yes, include the information requested in Section G.)

D. For activities in, on or over wetlands or other surface waters, check type of federal dredge and fill permit requested:

Individual \_\_\_\_\_

General X Nationwide \_\_\_\_\_

E. Are you claiming to qualify for an exemption? X yes \_\_\_ no

If yes provide rule number if known \_\_\_\_\_

OWNER(S) OF LAND	ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)
NAME Nassau County Board of Commissioners	NAME Nassau County Board of Commissioners
ADDRESS 2290 SR 200	ADDRESS 2290 SR 200
CITY, STATE, ZIP Fernandina Beach, FL 32034	CITY, STATE, ZIP Fernandina Beach, FL 32034
COMPANY AND TITLE	COMPANY AND TITLE
TELEPHONE ( ) FAX ( )	TELEPHONE ( ) FAX ( )
AGENT AUTHORIZED TO SECURE PERMIT (IF AN AGENT IS USED)	CONSULTANT (IF DIFFERENT FROM AGENT)
NAME Walter Kloss	NAME Walter Kloss
COMPANY AND TITLE Director Of Trans. Pitman-Hartenstein & Associates	COMPANY AND TITLE Director of Transportation Pitman-Hartenstein & Associates
ADDRESS 7820 Arlington Expy., Suite 640	ADDRESS 7820 Arlington Expy., Suite 640
CITY, STATE, ZIP Jacksonville, FL 32211	CITY, STATE, ZIP Jacksonville, FL 32211
TELEPHONE (904) 724-3546 FAX (904) 724-9463	TELEPHONE (904) 724-3546 FAX (904) 724-9463
Name of project, including phase if applicable <u>North End Boat Ramp</u> Is this application for part of a multi-phase project? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no Total applicant-owned area contiguous to the project <u>0</u> ac Total project area for which a permit is sought <u>8.27</u> ac Impervious area for which a permit is sought <u>3.73</u> ac What is the total area (metric equivalent for federally funded projects) of work in, on, or over wetlands or other surface waters? <u>0.506</u> acres _____ square feet _____ hectares _____ square meters If a docking facility, the number of proposed new slips _____  Project location (use additional sheets, if needed) County(ies) <u>Nassau</u> Section(s) <u>10</u> Township(s) <u>3 N</u> Range(s) <u>28 E</u> Section(s) _____ Township(s) _____ Range(s) _____ Land Grant name, if applicable _____ Tax Parcel Identification Number _____ Street address, road, or other location <u>Pogey Place</u> City, Zip Code if applicable <u>Fernandina Beach 32034</u>	



Describe, in general terms, the proposed project, system or activity.

The proposed project consists of the dredging of material between sheet pile walls for the construction of a County Boat Launching Facility. The project also consists of the construction of an entrance roadway, parking lot and a stormwater treatment and attenuation facility.

If there have been any pre-application meetings, including at the project site, with regulatory staff, please list the date(s), location(s), and names of key staff and project representatives.

March 28, 2001, FDEP Office, Jeremy Tyler - David Apple

Please identify by number any MSSW/Wetland Resource/ERP/ACOE permits pending, issued or denied for projects at the location and any related enforcement actions.

Agency	Date	No. \ Type of Application	Action Taken (Pending/Issued/Denied)
--------	------	---------------------------	--------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: The following information is required for projects proposed to occur in, on or over wetlands or other surface waters that need a federal dredge and fill permit and/or authorization to use state owned submerged lands. Please provide the names, addresses and zip codes of property owners whose property directly adjoins the project (excluding applicant). Please attach a plan view showing the owner's names and adjoining property lines. Attach additional sheets if necessary.

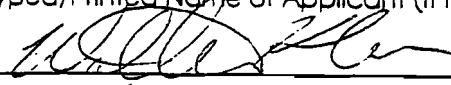
1. TIITF/Rec & Parks  
Fort Clinch State Park  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399

2. Agricola, William L. II  
3670 S. Fletcher Ave.  
Fernandina Beach, FL 32034

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

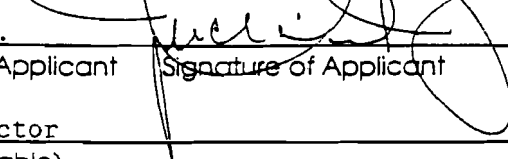
By signing and submitting this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true complete and accurate. I understand this is an application and not a permit, and work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of my corporation, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

Walter V. Kloss, P.E.  
Typed/Printed Name of Applicant (If no Agent is used) or Agent (If one is so authorized below)  
  
Signature of Applicant/Agent 9/25/01  
Date

Director of Transportation  
(Corporate Title if applicable)

**AN AGENT MAY SIGN ABOVE ONLY IF THE APPLICANT COMPLETES THE FOLLOWING:**

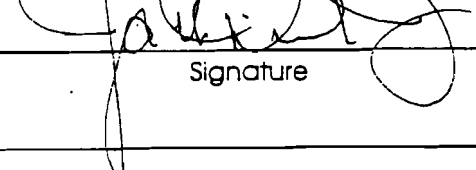
I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I designate and authorize the above-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

Jack D'Amato, P.E.  
Typed/Printed Name of Applicant   
Signature of Applicant 4.24.01  
Date  
Public Works Director  
(Corporate Title if applicable)

**Please note: The applicant's original signature (not a copy) is required above.**

**PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:**

I either own the property described in this application or I have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

Jack D'Amato, P.E.  
Typed/Printed Name   
Signature 4.24.01  
Date  
Public Works Director  
(Corporate Title if applicable)

**SECTION C**  
**ENVIRONMENTAL RESOURCE PERMIT NOTICE OF RECEIPT OF APPLICATION**

This information is required in addition to that required in other sections of the application. Please submit five copies of this notice of receipt of application and all attachments. Please submit all information on 8 1/2" x 11" paper.

Project Name: North End Boat Ramp County: Nassau  
Owner: Nassau County Board of Commissioners  
Applicant: Jack D'Amato - Public Works Director  
Applicant's Address: Nassau Co. Public Works Dept., 11 N 14th St.  
Fernandina Beach, FL 32034

1. Indicate the project boundaries on a USGS quadrangle map reduced or enlarged as necessary to legibly show the entire project. If not apparent from the quad map, attach a location map showing a north arrow and a graphic scale; Section(s), Township(s), and Range(s); and sufficient detail to allow a person unfamiliar with the site to find it.
2. Provide the names of all wetlands, or other surface waters that would be dredged, filled, impounded, diverted, drained, or would receive discharge (either directly or indirectly), or would otherwise be impacted by the proposed activity, and specify if they are in an Outstanding Florida Water or Aquatic Preserve:  
Amelia River
3. Attach a depiction (plan and section views), which clearly shows the works or other facilities proposed to be constructed. Use a scale sufficient to show the location and type of works. Use multiple sheets, if necessary.
4. Briefly describe the proposed project (such as "construct a deck with boatshelter", "replace two existing culverts", "construct surface water management system to serve 150 acre residential development"):  
Construct County Boat Launch Facility and surface water management system  
to serve 8.7 AC park site
5. Specify the acreage of wetlands or other surface waters, if any, that are proposed to be disturbed, filled, excavated, or otherwise impacted by the proposed activity:  
0.506 AC of open water (tidal)
6. Provide a brief statement describing any proposed mitigation for impacts to wetlands and other surface waters (attach additional sheets if necessary):  
No mitigation for surface waters

<b>FOR AGENCY USE ONLY</b>
Application Name: _____
Application Number: _____
Office where the application can be inspected: _____
Date to be posted: _____
Date to be removed: _____



# Randall G. Tedder Construction, Inc.

General Contracting • Marine Contracting

License No. RG0039542

Authorized Agent for  
Tedder Boat Ramp  
Systems®

Office 352/245-8559  
Fax 352/245-8559  
Press Start

Statewide  
1-888-245-8559

**TO:** JACK D'AMATO, PE,  
NASSAU COUNTY ENGINEER

**FROM:** RANDALL G. TEDDER, PRESIDENT R.G.  
RANDALL G. TEDDER CONSTRUCTION, INC.

**DATE:** MAY 9, 2001

**RE:** PROPOSED PARK PROJECT - NASSAU COUNTY

Pursuant to our conversations, the following represents the cost breakdown for the labor, materials, and equipment discussed with you and recommended by the engineering firm to complete the above noted park construction and installation. All of the proposed materials are to FDOT specifications.

**MATERIALS REQUIRED (in accordance with plans)**

Sheet piling	\$682,260.00
Concrete, 6000 psi	67,376.00
#57 Stone	52,800.00
#5 epoxy coated rebar	34,968.00
Dock wood pilings, handrail (galv.), const. materials, etc.	26,619.00
Two (2) - 8'x40' concrete docks; One (1) 10'x40' concrete dock (handicap); Two (2) 35'x4' gangways; One (1) 70'x4' gangway (handicap); electrical rough for lighting	50,940.00
Three (3) 16'x50' pre-stress Tedder Boat Ramp Systems	53,000.00

**SUBTOTAL:**

**\$ 967,963.00**

**LABOR & EQUIPMENT/ADMINISTRATIVE COSTS**

Heavy equipment - Two (2) cranes; front end loader; working barge w/crane; vibrating pile driver; push boat; Mobile office on site during project incl. electric, telephone, port-o-let, dumpsters and field superintendent

**SUBTOTAL:**

**\$ 778,000.00**

**TOTAL COST (in accordance to plans available to date)**

**\$1,745,963.00**

*Licensed • Insured*

Post Office Box 1461 • Ocala, Florida 34478

"Have It Built Better By Tedder"

NASSAU COUNTY - NORTH END BOAT RAMP  
PRELIMINARY OPINION OF PROBABLE COST  
-BOAT RAMP PARK-

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Mobilization	1	LS	\$10,000.00	\$10,000.00
Maintenance of Traffic	1	LS	\$2,000.00	\$2,000.00
Excavation	140	CY	\$4.00	\$560.00
Embankment	3400	CY	\$4.00	\$13,600.00
Stabilization Type B	17760	SY	\$1.55	\$27,528.00
Asphalt (1 1/2")	16300	SY	\$4.00	\$65,200.00
Type D Curb	235	LF	\$8.00	\$1,880.00
Hay/Straw Bale	58	EA	\$4.31	\$250.00
Turbidity Barrier, Floating	500	LF	\$10.00	\$5,000.00
Slaked Sil Fence	1400	LF	\$0.75	\$1,050.00
Clearing and Grubbing	5	AC	\$6,000.00	\$30,000.00
Limerock Base (6")	16437	SY	\$5.00	\$82,185.00
Rubble/Riprap	15	TN	\$80.00	\$1,200.00
15" RCP Pipe	275	LF	\$28.00	\$7,700.00
18" RCP Pipe	88	LF	\$32.00	\$2,816.00
24" RCP Pipe	352	LF	\$40.00	\$14,080.00
30" RCP Pipe	92	LF	\$55.00	\$5,060.00
Type "C" Inlet	6	EA	\$1,500.00	\$9,000.00
Type "E" Inlet	2	EA	\$1,900.00	\$3,800.00
Type "E" Inlet (Modified)(Control Structure)(w/Oh Skimmer)	1	EA	\$3,500.00	\$3,500.00
18" Mitered End Section	1	EA	\$750.00	\$750.00
30" Mitered End Section	1	EA	\$1,250.00	\$1,250.00
Class IV Concrete	6.72	CY	\$500.00	\$3,360.00
24" Concrete Endwall	3	EA	\$1,250.00	\$3,750.00
Concrete Flume	1	EA	\$1,000.00	\$1,000.00
Concrete Wheel Stops	102	EA	\$30.00	\$3,060.00
Fertilizer	0.2	TN	\$250.00	\$50.00
Water for Grassing	14.1	MG	\$12.00	\$170.00
Sodding	3900	SY	\$1.20	\$4,680.00
Sidewalk	125	SY	\$17.00	\$2,125.00
Signage	17	EA	\$225.00	\$3,825.00
1" Potable Water Line (includes fittings)	3700	LF	\$15.00	\$55,500.00
1" Valve w/Box and Cover	4	EA	\$75.00	\$300.00
1" Backflow Preventer	1	EA	\$600.00	\$600.00
1" Meter w/Box and Cover	1	EA	\$250.00	\$250.00
Connection to Existing Water Main (includes fittings)	1	1	\$2,500.00	\$2,500.00
3/4" Hose Bibbs	3	EA	\$200.00	\$600.00
Bacteriological Testing, Sampling and Certification	1	LS	\$1,500.00	\$1,500.00
Striping (Traffic and Parking)	1	LS	\$2,000.00	\$2,000.00
Striping (Handicap Parking)	1	LS	\$1,250.00	\$1,250.00
Solid Waste Disposal (Dumpster and Concrete Pad)	1	LS	\$1,750.00	\$1,750.00
Electrical Site Work	1	LS	\$8,000.00	\$8,000.00
SUB-TOTAL				\$384,679.00
Contingency (15%)	1	LS		\$57,702.00
TOTAL				\$442,381.00

Not included in this estimate:

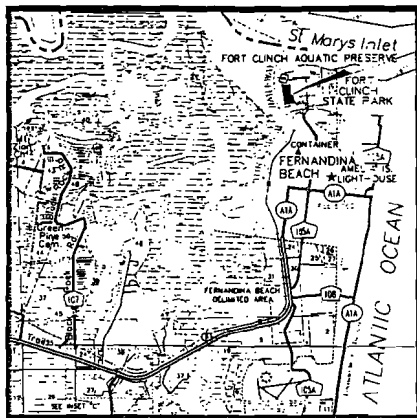
- Proposed Pavilion
- Boat Ramp/Sheeting/Docks
- Sanitary Waste Collection/Disposal
- Fire Protection

PHA PROJECT NO. 20103.200  
NOVEMBER 2001

**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

**INDEX TO DRAWINGS**

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	LOCATION MAP AND INDEX TO DRAWINGS
2	TYPICAL SECTIONS AND GENERAL NOTES
3	PRE-DEVELOPMENT DRAINAGE MAP
4	PDST DEVELOPEMENT DRAINAGE MAP AND ERDSION CONTROL PLAN
5	BOAT RAMP PLAN DETAIL
6	NORTH PARKING AREA PAVING, GRADING AND DRAINAGE PLAN
7	RETENTION POND PAVING, GRADING AND DRAINAGE PLAN
8	SOUTH PARKING AREA PAVING, GRADING AND DRAINAGE PLAN
9	PDGEY PLACE GRADING AND DRAINAGE PLAN
10	BOAT RAMP LONGITUDINAL SECTION
11	BOAT RAMP STRUCTURAL DETAILS
12	BOAT RAMP STRUCTURAL SECTION
13-14	CRDSS SECTIONS
15	SIGNING AND MARKING PLAN
16	SIGNING AND MARKING OETAELS
17-18	EROSION CONTROL DETAILS



PROJECT LOCATION

LOCATION MAP  
SCALE = 1/4" = 1 MILE

**THE COMMISSIONERS OF  
NASSAU COUNTY, FLORIDA**

Marianne Marshall  
District 5  
Chairperson

Nick Deonas  
District 1

Vicki Samus  
District 3

David Howard  
District 2

Floyd VanZant  
District 4

J.M. Oxley, Jr.  
Clerk of the Court

Michael S. Mullin  
County Attorney

**NORTH END BOAT RAMP  
AND MARINE PARK  
SP01-015**



BOAT RAMP SYSTEMS, INC.

PLANS PREPARED FOR:  
COUNTY ENGINEERING DIVISION

Jack D'Amato, P.E.  
Public Works Director

CONSTRUCTION PLANS

PLANS PREPARED BY:



**UTILITY CONTACTS**

CABLE	- ADELPHIA	(904) 225-9785
CABLE	- AT&T BROADBAND	(904) 261-3624
ELECTRIC	- FLORIDA PUBLIC UTILITIES	(904) 261-3663
ELECTRIC	- FLORIDA POWER AND LIGHT	(800) 375-2434
ELECTRIC	- OKEFENOKEE RURAL ELECTRIC	(904) 845-7477
TELEPHONE	- BELL SOUTH	(904) 780-2355

**ATTACHMENT B**  
**Comptroller Contract Payment Requirements**  
**Department of Banking and Finance, Bureau of Auditing, Voucher Processing Handbook (10/07/97)**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

## ATTACHMENT C

### REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

##### **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this



agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission and other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$300,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

### **PART III: OTHER AUDIT REQUIREMENTS**

None.

### **PART IV: REPORT SUBMISSION**

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at each of the following addresses:

Boating Improvement Program  
Attn: Grant Manager  
Division of Freshwater Fisheries  
620 S. Meridian Street  
Tallahassee, FL 32399-1600

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at each of the following addresses:

Boating Improvement Program  
Attn: Grant Manager  
Division of Freshwater Fisheries  
620 S. Meridian Street  
Tallahassee, FL 32399-1600

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

The Commission at each of the following addresses:

Boating Improvement Program  
Attn: Grant Manager  
Division of Freshwater Fisheries  
620 S. Meridian Street  
Tallahassee, FL 32399-1600

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission at each of the following addresses:

Boating Improvement Program  
Attn: Grant Manager  
Division of Freshwater Fisheries  
620 S. Meridian Street  
Tallahassee, FL 32399-1600

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

**EXHIBIT – 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

None.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

None.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

None.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Florida Boating Improvement Program
CSFA No.:	77.006
Recipient:	Nassau County Board of County Commissioners
Amount:	\$500,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

- A. **Activities Allowed/Not Allowed:** Project activities must occur on public lands owned outright or managed under agreement with another party with lease terms exceeding 20 years. Ineligible activities include: acquisition of real property; any type of enforcement activity, fee collection, maintenance or other personnel costs; any type of equipment or capital equipment purchases used for operations or maintenance; any project that increases the potential for damage to natural resources or boating safety hazards.
- B. **Allowable Costs:** Direct project costs such as project planning, engineering and construction. Ineligible expenses include: application costs, overhead and all other indirect project costs; legal fees; costs of utilities to operate facility, ordinary operation, maintenance, or repairs; costs of any type of general business, marketing or promotional plan.
- C. **Eligibility:** County governments of the State of Florida. Local bodies of government must apply through their counties for consideration. All FWC rules, policies and procedures as well as all state and federal rules must be complied with.
- D. **Equipment and Real Property Management:** Recipients must agree to provide, for the 20-year term of the agreement, all costs for ordinary and routine maintenance of facility.
- F. **Matching:** Not required; however, applicants who provide hard (cash) matching funds will be given priority. Applicants agree to use in-kind (soft) match funds such as administrative, contract management and inspection, which do not exceed 10 percent of total project cost for project administration and 5 percent for inspection.
- G. **Period of Availability of State Funds:** The Recipient must complete and have made final payment request to the Commission within the time specified in the contract.

H. Reporting: The Recipient shall submit a Project Completion Certification along with the payment request form. Counties must maintain an accounting system that properly accounts for all program funds.

I. Sub-recipient Monitoring: Recipients may transfer funds to cities and other local government units.

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**NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.**

## ATTACHMENT C

### REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

##### **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this

agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission and other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$300,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

### **PART III: OTHER AUDIT REQUIREMENTS**

None.

### **PART IV: REPORT SUBMISSION**

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at each of the following addresses:

Boating Improvement Program  
Attn: Grant Manager  
Division of Freshwater Fisheries  
620 S. Meridian Street  
Tallahassee, FL 32399-1600

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at each of the following addresses:

Boating Improvement Program  
Attn: Grant Manager  
Division of Freshwater Fisheries  
620 S. Meridian Street  
Tallahassee, FL 32399-1600

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

The Commission at each of the following addresses:

Boating Improvement Program  
Attn: Grant Manager  
Division of Freshwater Fisheries  
620 S. Meridian Street  
Tallahassee, FL 32399-1600

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission at each of the following addresses:

Boating Improvement Program  
Attn: Grant Manager  
Division of Freshwater Fisheries  
620 S. Meridian Street  
Tallahassee, FL 32399-1600

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 138  
620 S. Meridian St.  
Tallahassee, FL 32399-1600



Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

**EXHIBIT – 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

None.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

None.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST  
OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

None.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Florida Boating Improvement Program
CSFA No.:	77.006
Recipient:	Nassau County Board of County Commissioners
Amount:	\$500,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO  
THIS AGREEMENT ARE AS FOLLOWS:**

A. Activities Allowed/Not Allowed: Project activities must occur on public lands owned outright or managed under agreement with another party with lease terms exceeding 20 years. Ineligible activities include: acquisition of real property; any type of enforcement activity, fee collection, maintenance or other personnel costs; any type of equipment or capital equipment purchases used for operations or maintenance; any project that increases the potential for damage to natural resources or boating safety hazards.

B. Allowable Costs: Direct project costs such as project planning, engineering and construction. Ineligible expenses include: application costs, overhead and all other indirect project costs; legal fees; costs of utilities to operate facility, ordinary operation, maintenance, or repairs; costs of any type of general business, marketing or promotional plan.

C. Eligibility: County governments of the State of Florida. Local bodies of government must apply through their counties for consideration. All FWC rules, policies and procedures as well as all state and federal rules must be complied with.

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G. Period of Availability of State Funds: The Recipient must complete and have made final payment request to the Commission within the time specified in the contract.

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H. Reporting: The Recipient shall submit a Project Completion Certification along with the payment request form. Counties must maintain an accounting system that properly accounts for all program funds.

I. Sub-recipient Monitoring: Recipients may transfer funds to cities and other local government units.

**NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.**