

R E S O L U T I O N

NO. 78-32

WHEREAS, the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS has an Agreement for indemnification for the Department of Natural Resources to construct certain boat ramps; said agreement and those boat ramps being more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

WHEREAS, this Agreement is in keeping with the policies of Nassau County and is for a useful and worthwhile purpose,

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS is hereby authorized to execute above said agreement.

ADOPTED this 17th day of October, 1978.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

Attest:

D. O. OXLEY

Its: Ex-officio Clerk

By:

DOUGLAS HODGES

Its: Chairman

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ADOPTED this 17th day of October, 1978.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

Attest: *D. O. Oxley*
D. O. OXLEY

By: *Douglas Hodges*
DOUGLAS HODGES

Its: Ex-officio Clerk

Its: Chairman

copy

FLORIDA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF RECREATION AND PARKS

Florida Boating Improvement Program Project Agreement

THIS AGREEMENT, dated this 6th day of September, A.D.,
1978, by and between the Department of Natural Resources, Division
of Recreation and Parks, hereinafter referred to as DEPARTMENT, and the
County of Nassau hereinafter referred to as the County.

W I T N E S S E T H :

That in and for the mutual covenants between the DEPARTMENT and the
County, it is agreed as follows:

1. The DEPARTMENT has found recreational boating improvement to be
the primary purpose of the project known as Wilson Neck Ramp
and has agreed to enter into this Agreement with the County for
developments being in accordance with the project plans attached hereto
and made a part of this Agreement as Exhibit "A".

2. The County agrees to operate and maintain said recreational
boating facilities and/or improvements once completed and covenants
that it has the full legal authority and capability to so operate
and maintain said facilities and/or improvements.

3. The County agrees to commence construction of said project
on or before December 6, 1978, and further agrees to complete
said project on or before September 6, 1979. In the event
construction of said project does not commence on or before _____
December 6, 1978, or is not completed on or before September 6, 1979,
the County agrees to return to the DEPARTMENT any and all unexpended
funds originally allocated for said project.

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

5. The DEPARTMENT agrees, in consideration of the promises made by the County herein, to tender to the County funds in the amount of \$12,637.50 to be used specifically for the development of recreational boating facilities and/or improvements as defined in Exhibit "A" of this Agreement.

6. The County agrees to return to the DEPARTMENT all funds obligated for said project in the event said project becomes utilized for other than boating related purposes.

7. In the event there exist unexpended or deobligated funds at the completion of said project, as described in Exhibit "A", attached hereto and made part of this Agreement, the County agrees to return said unexpended, deobligated funds to the DEPARTMENT within sixty (60) days after said project's completion.

8. In the event the total amount of obligated funds for said project are deobligated by the DEPARTMENT, the County agrees to return said deobligated funds to the DEPARTMENT within sixty (60) days. If not returned within sixty (60) days, the County agrees to return said deobligated funds to the DEPARTMENT plus interest as defined by the DEPARTMENT.

9. In the event the County elects to implement a user fee system for the Wilson Neck Boat Ramp or for any facility within the Wilson Neck Boat Ramp boundaries, the County agrees to impose such fees uniformly among the users regardless of the political jurisdiction in which the user may reside.

10. The County agrees to provide the DEPARTMENT with color slides or photographs of the completed project as well as other information requested by the DEPARTMENT.

11. The DEPARTMENT reserves the right to inspect the site and facilities, as well as the right to audit any and all financial records pertaining to said project at reasonable times.

12. Any inequities that subsequently appear in this Agreement shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

13. This Agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

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

EXECUTIVE BOARD OF THE
DEPARTMENT OF NATURAL RESOURCES

Attest:

By:

Harmon W. Shields, Executive Director
Its Agent for this purpose

The County of Nassau

By:

Attest:

Douglas Hodge, Chairman
Board of County Commissioners
Its Agent for this Purpose

[Signature]