

MEMORANDUM OF UNDERSTANDING

Between

FLORIDA GAME AND FRESH WATER FISH COMMISSION

and

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

This MEMORANDUM OF UNDERSTANDING establishes the responsibilities and relationships that exist between the FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter called the "COMMISSION", and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, hereinafter called the "BOARD", with respect to the boating access improvements located at that site known as the Walker Landing, Nassau County, Florida.

WITNESSETH

WHEREAS, the COMMISSION and BOARD mutually agree that the continued provision of boating access improvements is necessary and appropriate at Walker Landing, St. Mary's River, Section 41, Township 4N, Range 23 East, Nassau County, Florida, and the parties hereto have historically cooperated in order to provide such boating access improvements; and,

WHEREAS, the COMMISSION is the holder of a perpetual easement over this property and will utilize federal aid funds to improve and maintain boating access facilities; and,

WHEREAS, the BOARD has historically provided funds, personnel and in-kind services such as litter collection, law enforcement patrol, and road maintenance to the project site in order to assure perpetual public use opportunities;

NOW THEREFORE, the COMMISSION and the BOARD do hereby agree as follows:

1. The COMMISSION agrees, as soon as is practicable following execution of this agreement, to replace all broken ramp concrete, extend the ramp to accommodate launching during low water periods, and provide rip-wrap and other appropriate erosion control materials as needed.

2. The COMMISSION further agrees, subject to the continued availability of federal aid funds and annual legislative appropriations as appropriate, to perform all structural maintenance to the boat ramp as may be necessary during the term of this agreement.

3. The BOARD agrees to provide litter collection, necessary law enforcement patrol, and maintain the county road to the landing site for so long as the COMMISSION continues to maintain the boat ramp.

4. The BOARD further agrees not to construct any other permanent recreational facilities at the landing site such as restrooms, picnic tables, shelters, etc., without having first secured the agreement, in writing, of the COMMISSION.

MEMORANDUM OF UNDERSTANDING

Page 2

5. The parties mutually agree that changes within the general scope of this agreement may be made, from time to time, by written instrument, and further agree that this agreement may be terminated by either party upon delivery to the other of written notice of termination, no less than 90 days prior to the date of termination specified in the notice.

6. This agreement shall become effective upon full execution hereof, and shall continue in effect for the lifetime of the facility, or until terminated pursuant to the provisions hereof.

7. It is understood that an employer-employee relationship does not exist between the COMMISSION and the BOARD, and the COMMISSION is not responsible for providing Workers' Compensation insurance and withholding services for the BOARD or their employees. There is no conflict of interest or any other prohibited relationship between the BOARD and the COMMISSION.

8. The COMMISSION reserves the right to unilaterally cancel this contract for refusal by the BOARD to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 (F.S.) and made or received by the BOARD in conjunction with this contract.

9. During the performance of this contract, the BOARD will comply with all provisions of Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor unless otherwise exempted by the Secretary of Labor pursuant to Section 204 of Executive Order 11246.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this MEMORANDUM OF UNDERSTANDING by their duly authorized signatories.

FLORIDA GAME AND FRESH WATER
FISH COMMISSION

James C. Beus
Witness

By: Robert M. Brantly
Colonel Robert M. Brantly
Executive Director

Sal J. Cook
Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

James N. Antio
Commission Attorney

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

James J. Snellley
Witness

By: James E. Foster
Chairman, Board of County
Commissioners

Margie J. Armstrong
Witness