

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/01/2016

Contract/Lease Control #: C17-2477-PW

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: TOWN OF CINCO BAYOU

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/20/2016

Expiration Date: 10/19/2017 W/1 1 YR RENEWALS

Description of Contract/Lease: SEA WAY BOAT LAUNCH

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

USER NAME PASSWORD

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Search Results

Current Search Terms: TOWN* OF CINCO* BAYOU*

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No records found for current search.

Glossary

- Search Results**
- Entity
- Exclusion
- Search Filters**
- By Record Status
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SAM | System for Award Management 1.0

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FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT AGREEMENT

Okaloosa County
Agreement No. **OKBP-1043**

This agreement is entered into this 20th day of October, 2016, between **Okaloosa County**, hereinafter referred to as the COUNTY, and the **Town of Cinco Bayou**, hereinafter referred to as the TOWN, in pursuance of a project approved under the Florida Boating Improvement Program (FBIP).

1. The TOWN, as the official applicant and recipient of program funds, shall be responsible for project administration and accountability. The TOWN shall act as agent for the COUNTY for construction of the project authorized by this agreement.

2. The TOWN agrees to construct the project known as **Sea Way Street Boat Launch Improvements** in accordance with the plans and specification prepared by, or under the supervision and review of, a registered professional architect, engineer or other appropriate professional.

3. This Agreement shall become effective upon full execution by both parties. The TOWN agrees to complete the project on or before one year from the effective date. This agreement may be extended for one year upon request by the TOWN and mutual agreement of the COUNTY.

4. The COUNTY will make available to the TOWN the approved project amount of not to exceed **\$15,000.00** for the project authorized by this Agreement. The COUNTY will release the funds on a reimbursement basis. The COUNTY and TOWN understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the execution of the Agreement.

5. The TOWN shall submit to the COUNTY signed quarterly project status reports on a calendar basis summarizing work accomplished, problems encountered,

percentage of completion, and other appropriate information. Photographs shall be submitted when appropriate to reflect work accomplished.

6. Each party hereto agrees that it shall be solely responsible for any damages, injury, or losses which occur as a result of the actions of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

7. Upon project completion, the engineer, architect or other appropriate professional shall sign a statement certifying satisfactory completion of the project in accordance with the prepared plans and specifications.

8. Eligible and the ineligible program costs are established in Chapters 62A-11 and 62D-5, Part III, Florida Administrative Codes. The TOWN shall submit payment requests and expenditure documentation to the COUNTY in detail sufficient for a proper pre-audit and post-audit thereof. The COUNTY shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date on the project and, if in order, approve the request for payment. The COUNTY shall retain ten percent (10%) of the progress payments until fifty percent (50%) completion of the project, after fifty percent (50%) completion of the project, the County shall reduce the amount of retainage withheld from each subsequent progress payment to five percent (5%) until final completion of the project and all final project documentation have been submitted by the TOWN and approved by the COUNTY.

9. The TOWN is responsible for obtaining all state and federal permits, licenses, agreements, leases, easements, etc., required for the project.

10. The COUNTY and TOWN shall retain all records supporting project costs for three (3) years after the fiscal year in which the final program payment was released by the COUNTY or until final resolution of matters resulting from litigation, claim, or

audit that started prior to the expiration of the three-year record retention period.

11. The COUNTY reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by the COUNTY should the TOWN refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

12. The COUNTY and TOWN acknowledge that the project is to **repair/repave the remainder of roadway to extend to the edge of the boat trailer parking area; restripe the boat trailer parking area to adjust the angles to allow adequate parking; install flood lights in boat parking area to improve night time visibility and public safety**, and as such, is already dedicated for public recreational use for a minimum of twenty-five (25) years, and that such dedication for the park is recorded in the public records of Okaloosa County. The TOWN agrees to return to the COUNTY the funds tendered for the project in the event the project becomes utilized for other than the purposes of the project during this period.

13. The TOWN shall erect a permanent sign identifying the program and the COUNTY as a funding source of project construction.

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

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

or be otherwise subjected to discrimination in performance of this Agreement.

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

17. The TOWN shall have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes.

18. If it becomes necessary for the COUNTY to demand a refund of any or all funds tendered pursuant to the Agreement, the TOWN agrees to return said funds to the COUNTY, within sixty (60) days after notification by the COUNTY. If not returned within sixty days, the TOWN understands and agrees that any further requests for funding as to this or any other program under the COUNTY'S administration shall be denied until the funds have been returned.

19. Following receipt of an audit report identifying any reimbursement due the COUNTY, the TOWN will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

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

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

Town of Cinco Bayou
10 Yacht Club Dr.
Cinco Bayou, FL 32548

By: Jean M. Hood
Jean Hood
Town Mayor

C. Jeffrey McInnis
C. Jeffrey McInnis
Town Attorney

ATTEST:

Keith Williams
Keith Williams
Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY

By: Charles K. Windes, Jr.
Charles K. Windes, Jr.
Chairman, Board of County
Commissioners



Gregory T. Stewart
Gregory T. Stewart
County Attorney

ADDRESS:
5489 Old Bethel Rd.
Crestview, Florida 32536

ATTEST:

J.D. Deacock II
J.D. Deacock II
Clerk of Circuit Courts

