

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/28/2020

Contract/Lease Control #: C20-2914-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF FORT WALTON BEACH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/21/2020

Expiration Date: 01/20/2021 W/ 1 1 YR RENEWAL

Description of FLORIDA BOATING IMPROVEMENT PROGRAM PROJECT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 374720
Procurement/Contractor/Lessee Name: CITY OF FWB Grant Funded: YES ___ NO X
Purpose: Boating Approval Agreement
Date/Term: 1yr 1. GREATER THAN \$100,000
Amount: 15,000.00 2. GREATER THAN \$50,000
Department: PW 3. \$50,000 OR LESS
Dept. Monitor Name: Andy

Purchasing Review

Procurement or Contract/Lease requirements are met:
Wade Mason Date: 12-30-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no record hrs Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 12-31-19
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 12-30-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, December 10, 2019 2:59 PM
To: Amy Allen
Subject: RE: City of Ft Walton Beach Request for Florida Boating Improvement Program Funds

Amy, the agreement is fine, except the bolded block letter portion of paragraph 20 needs to be in 14 point font pursuant to statute. Thank you!

Kerry

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: Amy Allen
Sent: Tuesday, December 10, 2019 1:05 PM
To: Parsons, Kerry
Subject: RE: City of Ft Walton Beach Request for Florida Boating Improvement Program Funds

Kerry,

Just checking to see if you have had time to look at this and if any changes will have to be made.

Amy Allen
Okaloosa County Parks Coordinator
FM/Parks Complex
5489 Old Bethel Rd.
Crestview, FL 32536
Office: (850) 423-4887
Cell: (850) 546-0598
Email: aallen@myokaloosa.com

From: Amy Allen
Sent: Friday, December 6, 2019 5:13 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: City of Ft Walton Beach Request for Florida Boating Improvement Program Funds

Kerry,

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, December 31, 2019 10:44 AM
To: DeRita Mason
Subject: RE: Boating Improvement Agreement OKBP-1047 Needs to be Processed Through the Approval Process for an Agenda Item on January 21, 2020

DeRita

This is approved by risk management- there is no insurance element.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

Risk Management has moved
Please note new Address



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, December 30, 2019 11:20 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Boating Improvement Agreement OKBP-1047 Needs to be Processed Through the Approval Process for an Agenda Item on January 21, 2020

Please review and approve.

DeRita Mason

FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT AGREEMENT

Okaloosa County
Agreement No. **OKBP-1047**

This agreement is entered into this 21 day of JAN, 2020, between **Okaloosa County**, hereinafter referred to as the COUNTY, and the **City of Fort Walton Beach**, hereinafter referred to as the CITY, in pursuance of a project approved under the Florida Boating Improvement Program (FBIP).

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

2. The CITY agrees to construct the project known as **Liza Jackson Boat Ramp & Boardwalk 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 execution by the COUNTY. The CITY 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 CITY and mutual agreement of the COUNTY.

4. The COUNTY will make available to the CITY 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 CITY 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 CITY 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 loss 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 CITY 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 CITY and approved by the COUNTY.

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

10. The COUNTY and CITY 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 CITY refuse to allow public access to all documents, papers, letters or other material made of received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

12. The COUNTY and CITY acknowledge that the project is to **repair pilings on the boat launch; install bumper pads on pilings and side of walls; repair handrail and deck boards on boat launch walkway and boardwalk**, 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 CITY 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 CITY 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 CITY ineligible for further participation in the Program until such time as the CITY 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 CITY 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 CITY agrees to return said funds to the COUNTY, within sixty (60) days after notification by the COUNTY. If not returned within sixty days, the CITY 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 CITY 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. Public Records - Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

**THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT
302 N WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850)
689-5977 riskinfo@myokaloosa.com.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically
Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

21. The City agrees that it shall use the E-Verify system to verify the employment eligibility of all new employees hired for the duration of this Agreement and that if subcontractors are used in

accordance with this Agreement that E-Verification shall be an express requirement.

22. 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.

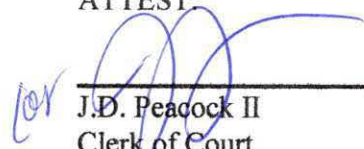
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year first above written.


BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY

By:  _____
Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners

  _____
Lynn Hoshihara
County Attorney

ADDRESS:
5489 Old Bethel Rd.
Crestview, Florida 32536

ATTEST:  _____
J.D. Peacock II
Clerk of Court



*If someone other than the Chairman signs the contract, a resolution, statement or other document authorizing that person to sign the contract on behalf of the county must accompany the contract.

CITY OF FORT WALTON BEACH
132 Jet Dr.
Fort Walton Beach, FL 32548

By:  _____
Michael Beedie
City Manager

 _____
Hayward Dykes
City Attorney

ATTEST:  _____
Kim M. Barnes
City Clerk

