CONTRACT, LEASE, AGREEMENT CONTROL FORM

11/01/2016
<u>C17-2478-PW</u>
NA
AGREEMENT
TOWN OF BALPARAISO
<u>OKALOOSA COUNTY</u>
10/20/2016
10/19/2017 W/1 1 YR RENEWALS
LINCOLN PARK BOAT RAMP IMPROVEMENTS
<u>PW</u>
AUTREY
850-689-5772
JAUTREY@CO.OKALOOSA.FL.US

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FLORIDA BOATING IMPROVEMENT PROGRAM PROJECT AGREEMENT

21/16 provides

· · ·

This agreement is entered into this ______ day of <u>October</u>, 2016, between Okaloosa County, hereinafter referred to as the COUNTY, and the City of Valparaiso, 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 <u>Lincoln Park Boat</u> <u>Ramp Improvements</u> 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 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 <u>\$15,000.00</u> 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,

CONTRACT #C17-2478-PW TOWN OF VALPARAISO LINCOLN PART BOAT RAMP IMPROVEMENTS EXPIRES: 10/19/2017 W/1 1YR RENEWAL

Okaloosa County

Agreement No. OKBP-1044

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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 for the reconstruction of the two concrete boat ramps at Lincoln Park. Both ramps have split and separated creating a limited launch capability for most boats greater than 14 feet in length and created safety concerns for users of the ramps, 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;

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By: Carl L. Scott City Administrator

City Attorney

ATTEST:

Tammy Johnson

City Clerk

BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY

By: ___ MICCIWIS Charles K. Windes, Jr. Gregory T. Stewart STAL Chairman, Board of County County Attorney Commissioners ALCOSA CO

ADDRESS: 5489 Old Bethel Rd. Crestview, Florida 32536 ATTEST:

Clerk of Circuit Courts