

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-03-2017

Contract/Lease Control #: C17-2594-FM

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF FORT WALTON BEACH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2017

Expiration Date: 07/31/2018

Description of Contract/Lease: FLORIDA BOATING IMPROVEMENT PROGRAM

Department: FM

Department Monitor: PUCKETT

Monitor's Telephone #: 850-689-5790

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

Closed:

Cc: Finance Department Contracts & Grants Office

Username Password

[Forgot Username?](#) [Forgot Password?](#) [Log In](#) [Create an Account](#)

Search Results

Current Search Terms: city* of fort* walton* beach*

Your search for "city* of fort* walton* beach*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

Entity	FORT WALTON BEACH, CITY OF	Status: Active	View Details
DUNS: 079455101	CAGE Code: 0UVA8		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 10/18/2017	Debt Subject to Offset? No		
Purpose of Registration: Federal Assistance Awards Only			
Entity	CITY PRODUCE OF FORT WALTON BEACH, INC	Status: Active	View Details
DUNS: 045855994	CAGE Code: 7ABA4		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 09/14/2017	Debt Subject to Offset? No		
Purpose of Registration: All Awards			

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Record Type



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

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PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: OKBP -1046 Tracking Number: 2305-17
Procurement/Contractor/Lessee Name: Town of Cinco Bayou Grant Funded: YES NO
Purpose: Florida Boating Improvement Program w/ Town of Cinco Bayou
Date/Term: on or before one (1) year from effective date 1. GREATER THAN \$50,000
Amount: Not to Exceed \$15,000.00 2. GREATER THAN \$25,000
Department: FM 3. \$25,000 OR LESS
Dept. Monitor Name: Allen

Purchasing Review

Procurement or Contract/Lease requirements are met:



Date: 7/19/17

Purchasing Director or designee

Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:



Grants Coordinator

Renee Biby

Grant # 3179-581703
State Subgrant

Date: 7/19/17

Risk Management Review

Approved as written:



Risk Manager or designee

Laura Porter or Krystal King

Date: 7-24-17

County Attorney Review

Approved as written:

See Approval Dated

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 7/24/17

Following Okaloosa County approval:

Contracts & Grants Office

Document has been received:

Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, July 24, 2017 8:18 AM
To: Matthew Young; Amy Allen
Cc: Lynn Hoshihara
Subject: RE: Request Coordination Process for Florida Boating Improvement Program Agreement w/ The Town of Cinco Bayou
Attachments: 7-24-17 053117 City of Fr Walton Beach FBIP Project Agreement OKBP-1045 for FY2018.doc

Please see my revision to the E-Verification terms and make changes on both Agreements. Otherwise this is approved for legal purposes.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Thursday, July 20, 2017 5:01 PM
To: Parsons, Kerry; Amy Allen
Cc: Lynn Hoshihara
Subject: RE: Request Coordination Process for Florida Boating Improvement Program Agreement w/ The Town of Cinco Bayou
Importance: High

Ms. Parsons,

I have updated the Public Records font to comply with Statute. Please see attached.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us/
5479 Old Bethel Rd, Suite A | Crestview, FL 32536

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: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Thursday, July 20, 2017 2:18 PM
To: Amy Allen <aallen@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Matthew Young <myoung@co.okaloosa.fl.us>
Subject: RE: Request Coordination Process for Florida Boating Improvement Program Agreement w/ The Town of Cinco Bayou

Hey Amy:

I have been on and off calls this afternoon. I understand your deadline and will try to review and respond by end of day today.

From: Amy Allen [<mailto:aallen@co.okaloosa.fl.us>]
Sent: Thursday, July 20, 2017 2:59 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Matthew Young
Subject: RE: Request Coordination Process for Florida Boating Improvement Program Agreement w/ The Town of Cinco Bayou

Kerry,
Are the Florida Boating Improvement Program Agreements good to go? I'm truly not trying to rush you I just have to get them to the City of FWB and Town of Cinco Bayou for signatures.

Thank you!



Amy Allen
Parks Coordinator
5489 Old Bethel Rd.
Crestview, FL 32536
Office (850) 423-4887
Cell (850) 546-0598
Fax (850) 689-5786

The only people you should ever try to get 'even with'
are those who have helped you.

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From: Matthew Young
Sent: Thursday, July 20, 2017 11:48 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Amy Allen <aallen@co.okaloosa.fl.us>
Subject: RE: Request Coordination Process for Florida Boating Improvement Program Agreement w/ The Town of Cinco Bayou

Good morning, Ms. Parsons.

I made the additions, per request.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970
myoung@co.okaloosa.fl.us www.co.okaloosa.fl.us
3479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Wednesday, July 19, 2017 1:12 PM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Amy Allen <aallen@co.okaloosa.fl.us>
Subject: RE: Request Coordination Process for Florida Boating Improvement Program Agreement w/ The Town of Cinco Bayou

Hey Matthew:

The following comments are applicable to both of the Fla Boating Improvement Program Agreements you sent me:

- Please add the public records language to both;
- The program guidelines for the Florida Boating Improvement Program from the State require that in any subcontract the subcontractor be required to use the E-Verify system to verify the employment eligibility of all new employees hired for the duration of the agreement term – so we should add it into the requirements.
- I will need a copy of the grant documents to verify that there are no other special requirements that the State wants in these agreements.

Otherwise, these look good. Please let me know if you have any questions.

Have a good day!
Kerry

From: Matthew Young [<mailto:myoung@co.okaloosa.fl.us>]
Sent: Wednesday, July 19, 2017 12:34 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Amy Allen
Subject: FW: Request Coordination Process for Florida Boating Improvement Program Agreement w/ The Town of Cinco Bayou

Good Morning Ms. Parsons,

Could you review the following and provide feedback on its content?

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970
myoung@co.okaloosa.fl.us www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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From: Amy Allen
Sent: Tuesday, July 18, 2017 2:39 PM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Subject: Request Coordination Process for Florida Boating Improvement Program Agreement w/ The Town of Cinco Bayou

Matthew,
Please have this Florida Boating Improvement Program Agreement with the Town of Cinco Bayou sent through the Purchasing's Coordination Process.

Thank you!



Amy Allen
Parks Coordinator
5489 Old Bethel Rd.
Crestview, FL 32536
Office (850) 423-4887
Cell (850) 546-0598
Fax (850) 689-5786

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are those who have helped you.

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City of Fort Walton Beach

America's Most Beautiful Beaches

Recreation Department

132 Jet Drive NW, Fort Walton Beach, FL 32548

(850) 833-9576



Jeff Peters

Recreation Director

May 31, 2017
City of Fort Walton Beach Recreation Department
132 Jet Drive
Fort Walton Beach, Fl. 32548

To whom it may concern:

The City of Fort Walton Beach is requesting funding approval from the Florida Boating Improvement Program in the amount of \$15,000. The City's Liza Jackson Park has some serious issues on the boardwalk and pier areas that are tied into the boat launch area. The City needs to replace the support boards and decking immediately. The pilings are still in good shape.

The boating facility at Liza Jackson Park is used by many people from not only the surrounding counties, but across the bordering states, as well, that come to our area to vacation. The City of Fort Walton Beach appreciates your consideration for the funding request. On a side note, the Liza Jackson Boat Launch Facility used to have a fee to utilize the launching facility, but that fee was removed in 2015. The Liza Jackson Boat Launch is now free for all citizens to use.

If you have any questions or concerns, please feel free to contact me anytime.

Sincerely

A handwritten signature in cursive that reads "Jeff Peters".

Jeff Peters
Recreation Director
City of Fort Walton Beach
(850)833-9576
jpeters@fwb.org

FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT AGREEMENT

Okaloosa County
Agreement No. **OKBP-1045**

This agreement is entered into this 1st day of August, 2017, 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 & Pier 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 **replace the supporting boards and decking on the boardwalk and pier areas that are tied into the boat launch area**, 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 5479 OLD
BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977
riskinfo@co.okaloosa.fl.us.**

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.

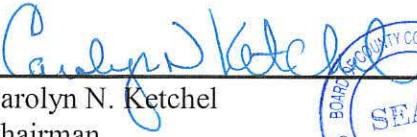
21. The City agrees that it shall use the E-Verify system to verify the employment eligibility of all new employees hired for the duration of this Agreement and that if subcontractors are used in accordance with this Agreement that E-Verification shall be an express requirement.

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

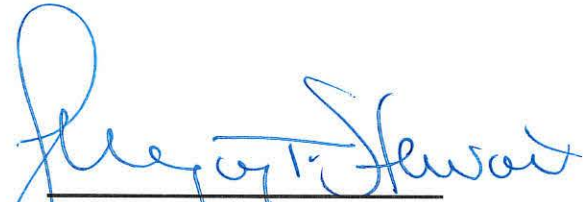
been reduced to writing duly signed by each of the parties hereto, and attached to the original of this Agreement.

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: 
Carolyn N. Ketchel
Chairman




Gregory T. Stewart
County Attorney

ADDRESS:
5489 Old Bethel Rd.
Crestview, Florida 32536

ATTEST:



L.D. Peacock II
Clerk



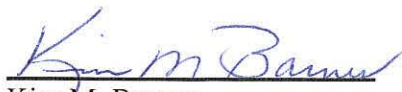
*If someone other than the Chairman signs the contract, a resolution, statement or other document authorizing that person to sign the contract on behalf of the county must accompany the contract.

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

