

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-21-2017

Contract/Lease Control #: C17-2600-PW

Bid #: NA

Contract/Lease Type: AGREEMNT

Award To/Lessee: TOWN OF CINCO BAYOU

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/16/2017

Expiration Date: 08/15/2018

Description of Contract/Lease: FL. BOATING IMPROVEMENT PROGRAM PROJECT

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

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: OKBP-1046 Tracking Number: 2308-17
Procurement/Contractor/Lessee Name: Town of Cinco Bayou Grant Funded: YES NO
Purpose: FL Boating Improvements Program w/ Town of Cinco Bayou
Date/Term: 1yr 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:
DeRifa Mason Date: 7-19-17
Purchasing Director or designee Greg Kisela, Charles Powell, DeRifa Mason, Matthew Young

2CFR Compliance Review (if required)
Approved as written:
Renee Biby Date: 7-19-17
Grants Coordinator Renee Biby

Risk Management Review
Approved as written:
Laura J. Porter Date: 8-10-17
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review
Approved as written: see email attached Date: 7-24-17
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants Office
Document has been received:

Date: _____
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

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:

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FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT AGREEMENT

Okaloosa County
Agreement No. **OKBP-1046**

This agreement is entered into this 16th day of August, 2017, 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 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 for the remaining boat parking lot repaving, restriping, and lighting improvements for the Sea Way Boat Launch, 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. 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.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

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 32546

By: Jean M. Hood
Jean Hood
Mayor

C. Jeffrey McInnis
C. Jeffrey McInnis
Town Attorney

ATTEST:

Keith Williams
Keith Williams
Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY

By: Carolyn N. Ketchel
Carolyn N. Ketchel
Chairman, Board of County
Commissioners



Gregory T. Stewart
Gregory T. Stewart
County Attorney

ADDRESS:
5489 Old Bethel Rd.
Crestview, Florida 32536

ATTEST:

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

