

PL

C1633
(DNR Contract Number)

FLORIDA DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND PROGRAM
Project Agreement

12-00209
(Project Number)

This Project Agreement made and entered into this 19th
day of December, 1983, by and between the State of
Florida Department of Natural Resources, hereinafter called
DEPARTMENT and Monroe County,
hereinafter called the PROJECT SPONSOR, in furtherance of an
approved outdoor recreation project involving the parties hereto
in pursuance of which the parties hereto agree as follows:

1. This Agreement shall be performed pursuant to
Chapter 16D-5, Part I, Florida Administrative Code, the Land and
Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), as
amended, and in accordance with the general provisions for such
contracts prescribed by the United States Department of the
Interior attached hereto and designated Exhibit "A". By
acceptance of the grant, the PROJECT SPONSOR agrees to comply
with the requirements of Title VI of the Civil Rights Act
of 1964, and Section 504 of the Rehabilitation Act of 1973, and
further agrees to cooperate with the DEPARTMENT in all aspects
of compliance with all federal and state laws relating to the
Program funds. It is the intention of the parties hereto that
none of the provisions of Section 163.01, Florida Statutes, shall
have application to this Agreement.

2. The DEPARTMENT has found that outdoor recreation is
the primary purpose of the project known as Higgs Beach Park
(Land and Water Conservation
Fund project number 12-00_209), and enters into this Project
Agreement with the PROJECT SPONSOR for construction of outdoor

Recreation facilities and improvements on the real property described in Exhibit "B" attached.

3. The PROJECT SPONSOR will construct, or cause the construction of, certain outdoor recreation facilities and improvements in accordance with the project elements described herein and in accordance with the site plan attached as Exhibit "C".

The following shall be considered the project elements:

site preparation, tennis courts, shelters and picnic facilities.

4. The PROJECT SPONSOR shall begin work on the project by January 1, 1984 and shall complete the project by September 15, 1984 unless amended by mutual agreement for good cause.

5. The DEPARTMENT shall pay, on a reimbursement basis to the PROJECT SPONSOR such Program funds, not to exceed \$ 110,223.56, which will pay said Program's share of the cost of the project. Program fund limits are based upon the following:

Total Project Cost	\$ <u>220,447.12</u>
Program Amount	\$ <u>110,223.56</u>
Program Sponsor Match	\$ <u>110,223.56</u>

→ Type of Match Cash expenditures /force account 50%-50% basis

Program funds may be released in no more than five (5) installments, at the discretion of the DEPARTMENT, upon the request of the PROJECT SPONSOR. The DEPARTMENT shall retain \$ 11,022.36 of the entire program amount until completion of the project.

6. Eligible costs for constructing said project are defined in the Grant Accountability Policy described in Exhibit "D", attached. Expenses, representing the grant amount and required match, shall be reported to the DEPARTMENT and summarized on certification forms provided in Exhibit "D". The PROJECT SPONSOR shall retain all records supporting these costs for three (3) years after the fiscal year in which the final Program payment was released by the DEPARTMENT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three-year retention period.

7. The DEPARTMENT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DEPARTMENT for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of \$ \$5,700.00 for: Project planning, development, and environmental assessment.

8. Competitive open bidding and purchasing for the construction of said project facilities or improvements shall comply with all applicable laws. Following completion of project construction, the PROJECT SPONSOR'S Liaison Agent shall provide a statement certifying all purchases or contracts for construction were competitively bid pursuant to applicable law.

9. Richard W. Froemke, Chief, Office Rec. Serv.,
(Name) (Title)

or successor, is hereby designated as the DEPARTMENT'S Contract Manager for the purpose of this Project Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The PROJECT SPONSOR shall appoint a Liaison Agent, whose name and title shall be submitted to the DEPARTMENT upon execution of the Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement. The PROJECT

SPONSOR'S Liaison Agent shall submit to the DEPARTMENT a signed project status report every ninety (90) days summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

10. The PROJECT SPONSOR agrees to provide the DEPARTMENT with annual attendance reports at such time the project is opened for use by the general public. Said attendance reports shall be submitted to the DEPARTMENT during the month of July of each year and shall provide attendance records for a one-year period beginning on July 1, and ending on June 30 of the previous year.

11. Should a user fee system be implemented for the project, such fees shall be imposed uniformly upon all users without regard to age, sex, race, other condition, or the political subdivision in which the user may reside. If requested by the PROJECT SPONSOR and authorized by the DEPARTMENT, special allowances may be made for certain classes or groups of users.

12. All moneys expended by the PROJECT SPONSOR for the purposes contained herein shall be subject to preaudit review and approval by the Comptroller of Florida in accordance with Section 17.03, Florida Statutes. Supporting documentation for expenditures shall be provided by the PROJECT SPONSOR in accordance with the Grant Accountability Policy, attached as Exhibit "D".

13. The PROJECT SPONSOR agrees to save and hold harmless the DEPARTMENT, its officers, agents, and employees from any and all liabilities, claims, actions, damages, awards and judgements, to the extent allowed by law, arising from the PROJECT SPONSOR'S obligations contained herein to construct, operate and maintain the project.

14. The DEPARTMENT reserves the right to inspect said project and any and all records related thereto at any time.

15. This Project Agreement may be unilaterally cancelled by the DEPARTMENT in the event the PROJECT SPONSOR refuses to allow public access to all documents, papers, letters,

or other material made or received in conjunction with the Project Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

16. The PROJECT SPONSOR agrees to dedicate the land described in Exhibit "B" and by its acceptance of the provisions of this Agreement does hereby dedicate the land described in Exhibit "B" to the public in perpetuity as a recreation area available to the general public for recreational purposes only.

17. The PROJECT SPONSOR shall not for any reason convert all or any portion of the property described in Exhibit "B" to other than recreational purposes, without prior approval of the DEPARTMENT and the National Park Service pursuant to Section 6(f)(3) of the Land and Water Conservation Fund Act.

18. The PROJECT SPONSOR agrees to operate and maintain the project at its own expense for a minimum period of twenty-five (25) years from the date of project completion. The project shall be open for public use; shall be maintained in accordance with applicable health standards and shall be kept in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR covenants that it has full legal authority and financial ability to operate and maintain said project facilities and improvements.

19. Following receipt of an audit report identifying any refund due the DEPARTMENT for non-compliance by the PROJECT SPONSOR with said Project Agreement, the PROJECT SPONSOR will be allowed a maximum of sixty (60) days to submit additional pertinent documentation to offset the amount identified as being due the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the PROJECT SPONSOR, will inform the PROJECT SPONSOR of any refund due the DEPARTMENT.

20. The DEPARTMENT shall have the right to demand a refund, either in whole or part, of the funds provided to the PROJECT SPONSOR for non-compliance with the terms of this Project Agreement, and the PROJECT SPONSOR upon notification from the DEPARTMENT, agrees to refund, and will forthwith pay directly to

the DEPARTMENT the amount of money demanded.

21. If the United States, acting through the Department of the Interior, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope of its lawful authority, should for any reason demand a refund from the DEPARTMENT, in whole or in part, of the funds provided to the PROJECT SPONSOR under the terms of this Agreement, the PROJECT SPONSOR, upon notification from the DEPARTMENT, agrees to refund and will forthwith repay directly to the DEPARTMENT the amount of money demanded.

22. For any year in which this contract extends beyond the DEPARTMENT'S fiscal year (June 30), performance by the DEPARTMENT under this contract shall be subject to and contingent upon the availability of monies lawfully appropriated to the DEPARTMENT for the purposes of this contract.

22. The PROJECT SPONSOR and the DEPARTMENT mutually agree to the following special terms and conditions incorporated as part of this Agreement: NONE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the officers and agents thereunto lawfully authorized.

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

Monroe County Commission

Recommended
By: *Ney C. Landrum*
Ney C. Landrum
Liaison Officer
State of Florida

Accepted
By: *Wilhelmina G. Harvey*
Its Agent for this Purpose Mayor

Approved
By: *Dr. Elton J. Gissendanner*
Dr. Elton J. Gissendanner
Executive Director

Attest: *William R. [Signature]*

Attest: *Violet Davis*

Richard L. [Signature]
DNR Contract Manager

Alvin [Signature]
DNR Contract Administrator

Approved as to
Form and Legality
[Signature]
DNR Attorney

DEPARTMENT OF NATURAL RESOURCES

Florida Land and Water Conservation Fund Program

LIST OF PROJECT ELEMENTS

The Clarence Higgs Beach & Park Expansion consisted of the construction or renovation of the following project elements:

1. Three (3) new tennis courts were constructed adjacent to the already existing three (3) tennis courts, thus doubling the recreation facilities in this area of the park.
2. One (1) new handball/racquetball was constructed in the area of the radio tower.
3. Several segments of fencing were removed and the area graded and leveled to receive crushed limerock fill. Approximately 4,030 cubic yards of fill material was spread and rolled in this section and then covered with 1,160 cubic yards of sand. This greatly enlarged the area of sandy beach at the Higgs Beach Park as can be seen by the as-built site plans.
4. In this newly expanded section, the Public Works Department constructed eight (8) tiki huts for use as picnic shelters. Eight (8) picnic benches were also constructed with one (1) placed at each tiki. In addition, the Public Works Department purchased eight (8) new barbecue grills, one (1) for each shelter.
5. The existing roadway in the park area had to be re-routed to accommodate the expansion of the beach area and a new roadway with an alternate routing was constructed. This new roadway consists of a crushed limerock base with a double-surface treatment of oil and rock, this construction method is identical to the one used by Monroe County in construction of all of our secondary roads. Future plans call for the extension of this road throughout the park area to provide access to the proposed parking lot addition.
6. The Public Works Department has planted the restoration area with many different species of indigenous trees and shrubs. Disease-resistant coconut palms line the new road and aralia shrubs have been planted along the fence fronting Casa Marina Ct. Gumbo Limbo trees, mahogany trees, tropical almond trees and various palms have been placed throughout the park area in addition to seagrape, buttonwood and croton plantings.
7. Other landscaping that has already been completed includes the placing of large natural coral boulders between the palms along the roadway.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

STATE Florida

Project Amendment No. 12-00209.1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT To Project Agreement No. 12-00209 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Florida pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

Change in project scope to include development of handball/racquetball court.

Federal assistance will remain the same.

Fla-Monroe-N/A
12-087-0000

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By L. E. Swint
(Signature)

Program Manager
(Title)

National Park Service
United States Department of
the Interior

Date : MAY 31 1984

STATE

Florida
(State)

By Nev C. Landrum
(Signature)

Nev C. Landrum
(Name)

State Liaison Officer
(Title)

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

Land and Water Conservation Fund
Amendment to Project Agreement

This Amendment to Project Agreement No. 12-00209 is hereby made and agreed upon by the State of Florida acting through the Executive Director of the Department of Natural Resources and Monroe County (Higgs Beach Park) pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (as amended). The State of Florida and the County in mutual consideration of the covenants made herein and in the agreement of which this is an amendment, do covenant as follows:

That the above mentioned Agreement is amended by adding the following:

Increase scope of project to include development of handball/racquetball court.

In all other respects the Agreement of which this is an amendment and the plans and specifications relevant thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date entered below.

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

Recommended
By: [Signature]

Ney C. Landrum
Liaison Officer
State of Florida
Land and Water Conservation Fund

Accepted
By: [Signature]

Its Agent for this Purpose
Director,
Higgs Beach Restoration Project
Director, Monroe County Public
Works Department
Title

Approved
By: [Signature]

Elton J. Gissendanner
Executive Director
Its Agent for this Purpose

Attest: [Signature]

Effective Date: 7/10/84

[Signature]
DNR Attorney

[Signature]
DNR Contract Manager

[Signature]
DNR Contract Administrator