

**AGREEMENT FOR IMPLEMENTATION OF BLUEWATER BAY MSBU
HAZARD MITIGATION GRANT PROJECT**

This AGREEMENT ("Agreement") is entered into this 7th day of June, 2016, by and between Okaloosa County, Florida through its Board of County Commissioners (the "County") and the Board of the Bluewater Bay Municipal Services Benefit Unit (the "MSBU") for the purpose of administering Hazard Mitigation Grant Agreement Number 16HM-H4-01-56-01-300, Project 4177-06-R ("Grant Agreement").

RECITALS

WHEREAS, on December 16, 2014, the Board of County Commissioners authorized submittal of an application to the Florida Division of Emergency Management on behalf of the Bluewater Bay Municipal Services Benefit Unit (the "MSBU") to receive funds through the Hazard Mitigation Grant Program to perform surveys, engineering analyses, and physical improvements to alleviate drainage problems within the Curacao Bay/Southwind Drive area of the Bluewater Bay development; and

WHEREAS, the application was timely submitted to the Florida Division of Emergency Management (the "FDEM") which approved the project in two phases, Phase I consisting of a topographic survey of the drainage basin to confirm the basin boundaries, pipe invert elevations, inlet top elevations, and other drainage features, a hydraulic study and recommended improvements to the drainage system to mitigate future flooding, and designs and permitting, while Phase II is expected to include a series of pipe replacement improvements in a number of locations as required by the results of Phase I; and

WHEREAS, as provided in Grant Agreement 16HM-H4-01-56-01-300, Project 4177-06-R, the total project cost for Phase I is \$130,240 for which the Federal share is \$97,680 (75%) and the required local match requirement is \$32,560 (25%); and

WHEREAS, during its regular meeting of December 15, 2015, the Board of County Commissioners approved Grant Agreement 16HM-H4-01-56-01-300, Project 4177-06-R and agreed to provide \$10,000 of the local match through in-kind surveying and engineering services, with the MSBU being responsible for the remainder of the local match; and

WHEREAS, the County's approval was conditioned on entering into an agreement with the MSBU concerning the administration of the Grant Agreement prior to encumbering any staff time for local match; and

WHEREAS, the cost and match requirements for Phase II will depend on the results of Phase I and will be subject to a subsequent agreement.

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the County and MSBU do hereby agree as follows:

**CONTRACT # C16-2413-PW
BLUEWATER BAY MSBU
HAZARD MITIGATION GRANT PROJECT
EXPIRES: COMPLETION OF PHASE II**

Section 1. Recitals. All of the above recitals are true and correct and incorporated herein as essential terms of this Agreement.

Section 2. Generally. The project shall be as described in the Scope of Work of the fully executed subgrant agreement attached hereto as Attachment "A".

Section 3. MSBU Responsibilities.

A. Unless otherwise provided in Section 4 below, the MSBU shall be responsible for all Tasks and Deliverables described in Attachment "A". Any engineers, surveyors, or other contractors hired by the MSBU in fulfillment of this responsibility shall possess all the requisite state and local licenses and insurance.

B. All procurement, including contract award(s), shall be in compliance with the Okaloosa County Purchasing Manual and the laws of the State of Florida in effect at the time of such procurement.

C. The MSBU agrees to comply with and shall be bound by all terms of Hazard Mitigation Grant Agreement Number 16HM-H4-01-56-01-300 Project 4177-06-R.

D. The MSBU shall retain records and provide copies thereof to the County for any procurement done in performance of the project described in Attachment "A".

E. The MSBU shall provide to the County no later than thirty (30) days prior to the termination of Hazard Mitigation Grant Agreement Number 16HM-H4-01-56-01-300 Project 4177-06-R an amount no less than \$22,560 in order to provide its share of the local match requirement. This amount may change based on funds provided by the County pursuant to Section 4. A., below.

F. All invoices submitted by the MSBU for payment for any materials or services obtained pursuant to the Scope of Work provided in Attachment "A" shall be accompanied by appropriate backup documentation sufficient to verify status (or completion, if appropriate) of activities and deliverables.

G. Any record created in accordance with this Agreement shall be retained and maintained by the MSBU in accordance with the public records law, Florida Statutes Chapter 119.

Section 4. County Responsibilities

A. The County shall provide survey, engineering, and other work supporting the Scope of Work identified in Attachment "A" in an initial amount not-to-exceed \$10,000 as an in-kind match in fulfillment of the local match required for this project, provided, however, that the Board of County Commissioners may authorize additional funds or in-kind service such that the County's contribution exceeds \$10,000 by separate action subsequent to the effective date of this

Agreement. Such authorization shall be by vote of the Board of County Commissioners and shall not necessitate an amendment to this Agreement..

B. The County shall process all invoices received for materials or services obtained pursuant to the Scope of Work provided in Attachment "A" in a timely manner and in accordance with all applicable laws and regulations.

C. The County shall notify the MSBU of any pending reporting deadlines no fewer than twenty-one (21) business days prior to a reporting deadline.

D. The County shall administer all aspects of Hazard Mitigation Grant Agreement Number 16HM-H4-01-56-01-300 Project 4177-06-R that are not specifically assigned to the MSBU pursuant to this agreement.

Section 5. Audits and Inspections

A. Both the County and Clerk of Courts reserve the right to audit and inspect the records of the MSBU as well as any vendors, contractors, subcontractors, recipients, or sub-recipient performing work under this Grant Agreement. Such audit or inspection shall be conducted with adequate notice and at shall be available at all reasonable times. Records shall be made available at a site located within the County.

B. These requirements shall apply to all contractors, vendors, subcontractors, second tier vendors and contractors, recipients and sub-recipients.

Section 6. Records Retention. All original copies of records pertaining to the work performed under this Grant Agreement shall be retained for a period of three (3) years or one (1) year after the applicable County audit has been published, whichever is later.

Section 7. It is agreed neither the County nor the MSBU assumes any liability and shall not be held responsible for the acts, omissions, and negligence of the officers, agents and employees of the other.

Section 8. This Agreement may be terminated by either party hereto upon ninety (90) days written notice to the other. This Agreement and Attachment "A" as incorporated herein, contain the entire agreement between the parties and supersedes all prior oral or written agreements. The MSBU acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

Section 9. Any notice, demand, communication, or request required or permitted herein shall be in writing and delivered in person or sent by first class mail, postage prepaid as follows:

As to County: Okaloosa County
Attn: Director
Public Works Department
1759 S. Ferdon Boulevard
Crestview, FL 32536

As to MSBU: Bluewater Bay MSBU
Attn: Felix Beukenkamp
P. O. Box 5291
Niceville, FL 32578-5291

Any party shall have the right, from time-to-time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

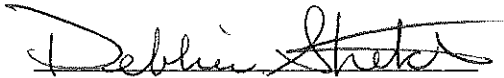
Section 10. This Agreement shall be construed in accordance with the applicable laws of the State of Florida and venue for enforcement of any provision under this Agreement shall be in Okaloosa County, Florida. If any provision of this Agreement violates any statute or rule of the State of Florida, it is considered modified to conform to that statute or rule of law. Further, in the event that a portion of this Agreement is found to be invalid, illegal or unenforceable, then that provision shall be severed from the Agreement and shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

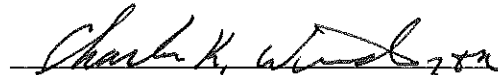
Section 11. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties to this agreement have caused their names to be affixed by the proper officer thereof.

For the MSBU BOARD

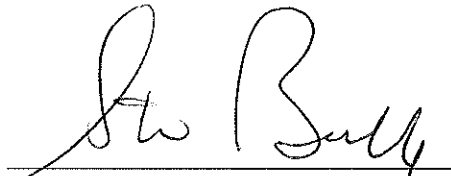
For the COUNTY:

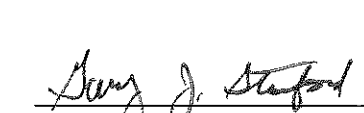

Debbie Stretch, Chairman

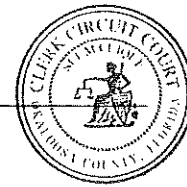

Charles K. Windes, Jr., Chairman
Board of County Commissioners




Attest:

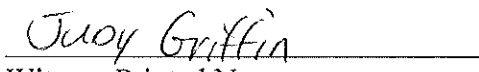

Witness Signature


J. D. Peacock II
Clerk of the Circuit Court




Witness Printed Name


Witness Signature


Witness Printed Name