

Nassau County

STATE OF FLORIDA  
DEPARTMENT OF  
COMMUNITY AFFAIRS  
DIVISION OF LOCAL RESOURCE MANAGEMENT



BOB GRAHAM  
Governor

JOHN M. DeGROVE  
Secretary

SUBJECT: SBA Contract # 84BG-47-04-55-01-090  
In the amount of \$ 16,035.00

Dear SBA Grantee:

Through the contract listed above, the Department of Community Affairs awarded your community funding through the Small Business Administration Parks and Recreational Area Development Program, a part of the Emergency Jobs Bill (P.L. 98-8). A copy of the Department's fully executed agreement is herewith enclosed for your information and records.

We are aware that the short time frame of this program presented some difficulty to local governments in expending program funds and appreciate your participation in the program.

If you need further information or assistance in closing out your program, please contact Rod Westall at 904/488-7541.

Sincerely,

A handwritten signature in cursive script that reads "James F. Murley".

James F. Murley  
Director

JFM/wgt  
Attachment  
cc: Ann R. Perrotta

PARKS AND RECREATIONAL AREA DEVELOPMENT PROGRAM AGREEMENT

THIS AGREEMENT is entered into this 6<sup>th</sup> day of Sept., 1983  
between the State of Florida, Department of Community Affairs, hereinafter  
referred to as the Department, and NASSAU COUNTY,  
hereinafter referred to as the Subgrantee.

W I T N E S S E T H:

WHEREAS, the Department has applied for Small Business Administration  
(SBA) Parks and Recreational Area Development Program funds, which provide for  
the rehabilitation and development of parks and recreational areas;

WHEREAS, said grant provides that the Department will allocate these  
funds to local recipient organizations;

WHEREAS, it is in the best interest of the Department to enter into this  
Agreement with the Subgrantee for the administration of said grant;

WHEREAS, the Department hereby engages the services of the Subgrantee to  
administer and implement a portion of the SBA Parks and Recreational Area  
Development Program;

NOW, THEREFORE, in consideration of the mutual promises and covenants,  
the parties agree as follows:

1. Incorporation of Rules

Both the Subgrantee and Department will be governed by applicable laws and  
rules, including but not limited to Public Law 98-8, 13 CFR Part 121, and  
the Small Business Act, Section 3 (Public Law 85-536).

2. Funding

(a) The Department agrees to pay the Subgrantee a maximum amount of  
\$ 16,035.00 for services satisfactorily rendered herein.

- (b) Advance payment of this amount will be made after the execution of this Agreement by the Subgrantee and processing of the Agreement by the Department.
- (c) This Agreement will begin on the date it is signed by all parties and will end on September 30, 1983.
- (d) No funds provided under this Agreement will be used to pay for services rendered, or costs incurred by the Subgrantee prior to the effective date of this Agreement.
- (e) Any unused or residual funds remaining at the termination of this Agreement will revert to the Department and will be due and payable on the date of such termination and will be paid no later than thirty (30) days thereafter.
- (f) Subgrant funding under this Agreement is contingent upon receipt of funds from the federal Small Business Administration by the State of Florida under the Jobs Bill (Public Law 98-8).

3. Services

- (a) The Subgrantee will provide for the rehabilitation and development of public parks, recreational areas and other publicly controlled or owned lands in accordance with Attachment A, SBA Parks and Recreational Area Development Program Assurances, attached hereto and incorporated by this reference.
- (b) The Subgrantee will be responsible and accountable for the performance of its contractors and will monitor their activities accordingly. In the event of non-compliance with the terms of this Agreement, the Subgrantee agrees to reimburse to the Department the grant funds misused, whether by the Subgrantee or contractor.

4. Monitoring, Evaluation and Technical Assistance Responsibility of Department

The Department will perform monitoring and evaluation activities, within limitations of staff time and budget, as may be necessary to assure Subgrantee fiscal and program compliance and progress. Training and technical assistance will be provided by the Department, within limitations of staff time and budget, upon request by Subgrantee and/or upon a determination by the Department of Subgrantee need.

5. Indemnification

The Subgrantee will act as an independent contractor, and not as an employee of the Department in operating the aforementioned service. The Subgrantee will be liable, and agrees to be liable for, and will indemnify, defend and hold the Department harmless from all claims, suits, judgments or damages arising from the operating of the services required by this Agreement during the course of the Agreement to the extent allowable under the law.

6. Insurance

The Subgrantee agrees to secure and maintain such insurance as may be necessary for protection from claims under Worker's Compensation Acts, and from claims for bodily injury, death or property damage which may arise from the performance of this Agreement.

7. Suspension or Termination of Agreement

(a) The Department may terminate this Agreement for cause upon such notice as is reasonable under the circumstances. Cause will include, but not be limited to, failure to provide a complete and acceptable signed Agreement within the time frames set by the Department, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations or failure to perform.

(b) The Department reserves the right to exercise corrective or remedial actions including, but not limited to, requesting additional information from the Subgrantee to determine reasons for, or extent of, non-compliance or lack of performance, issuing a written warning advising that more serious sanctions may be taken if the situation is not remedied, advising the Subgrantee to suspend, discontinue or not incur costs for activities in question, or requiring the Subgrantee to reimburse the Department for the amount of costs incurred for any items determined ineligible, or repayment of misused funds.

8. Modification to Agreement

The Department or Subgrantee may request changes in the scope of the services, the operating budget, or other provisions of this Agreement. Such changes, which are mutually acceptable to the parties, will be incorporated, in writing as amendments to this Agreement.

THIS INSTRUMENT AND ATTACHED ASSURANCES EMBODY THE ENTIRE AGREEMENT OF THE PARTIES.

FOR THE SUBGRANTEE

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

BY: \_\_\_\_\_  
(Signature)  
Gene R. Blackwelder  
Chairman, Board of County Commissioners  
(Type Name and Title) Nassau County

\_\_\_\_\_  
(Signature)  
*Director of Administration*  
(Type Name and Title)

DATE: July 12, 1983

DATE: 9/6/83

59-1863042  
(Federal I.D. Number)

STATE OF FLORIDA :  
COUNTY OF NASSAU :

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared Gene R. Blackwelder to me known to be the person (Name) Nassau County described as Chairman of Board of County Commissioners, (Title) (Name of Subgrantee), who executed the foregoing instrument, and he/she acknowledged before me that Nassau County he/she executed it in the name of and for Board of County Commissioners. (Name of Subgrantee) affixing its seal, and that he/she was duly authorized by that governing body Nassau County of the Board of County Commissioners to do so. (Name of Subgrantee)

WITNESS my hand and official seal in the county and state named above this 12th day of July, 1983.

Roaine Bowen  
Notary Public

My Commission Expires: \_\_\_\_\_

ATTACHMENT A

SBA PARKS AND RECREATIONAL AREA DEVELOPMENT PROGRAM ASSURANCES

PART I: SUBGRANTEE CERTIFICATION

- (1) All of the projects authorized to be funded by this Subgrant will be carried out before September 30, 1983.
- (2) All contracts for services will be awarded only to contractors who would qualify as businesses under Section 3 of the Small Business Act,
- (3) Purchase of equipment will not be in excess of twenty percent (20%) of the specified Subgrant funds.
- (4) Supplies purchased will be procured only from businesses which would qualify under Section 3 of the Small Business Act as a small business.
- (5) But for the Subgrant, the work to be performed would not be performed prior to October 1, 1983.
- (6) Individuals employed either directly by the Subgrantee or an agency thereof or through a contractor on an hourly basis, with the proceeds of the Subgrant, will only be individuals who do not presently have full time employment and are not simultaneously drawing unemployment compensation for the same period of employment.
- (7) Every reasonable attempt will be made to assure that the funds result in employment of the maximum number of otherwise unemployed individuals and will result in benefits of lasting value to the public.
- (8) All plantings or development or rehabilitation work will be performed in public parks or other publicly controlled or owned lands.
- (9) Reasonable efforts will be made either from grant funds or other funds to assure that any plantings are appropriately watered or cared for until they are established.
- (10) The Subgrantee will comply with procedures and rules required by the Small Business Administration.

PART II. - CONTINUING ASSURANCES

A. Terms of the Subgrant Agreement

1. The Subgrantee agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements upon any political subdivision, public agency or contractor to which funds made available under this grant agreement are transferred. The Subgrantee also agrees that it will be responsible for compliance with the terms of this Agreement by such a political subdivision, public agency or contractor and that failure by such political subdivision, public agency or contractor to so comply will be deemed a failure by the Subgrantee to comply with the terms of this Agreement.
  
2. This hereby certifies that Subgrantee possesses adequate grant management capabilities as required by OMB Circulars and SBA Federal Assistance Administration Regulation and Guidelines in all of the following areas: fiscal administration, facilities management, management information, personnel, planning and budget, procurement and property management.
  
3. This hereby certifies that the Subgrantee meets the standards for fund control and accountability as prescribed in OMB Circular A-102 as appropriate in accordance with the legal status of the applicant's organizational status and have established or can demonstrate the willingness and ability to establish procedures that will minimize the time elapsing between the transfer of funds from the Department and their disbursement by the Subgrantee if advance payment procedures are used.

B. Nondiscrimination

1. The Subgrantee will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this provision.

2. The Subgrantee will comply with Title VI of the Civil Rights Act of 1964 (42 USC 20000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or, (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

C. Applicable Federal Circulars

The Subgrantee will comply with applicable regulations, policies, guidelines, and requirements including OMB Circulars A-87 and A-102, as they relate to the application, acceptance and use of Federal funds made available under this Agreement.

D. Grant Execution

1. The Subgrantee will assure compliance with all applicable Federal, State, local laws and regulations.
2. The Subgrantee will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.



3. The Subgrantee will insure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the purposes of this Agreement are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  
4. The Subgrantee will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.0) by the activity, and notifying the Department to avoid or mitigate adverse effects upon such properties.
  
5. The Subgrantee will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

E. Conflict of Interests

1. The Subgrantee will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. Administrative Costs

1. Subgrant administration costs eligible for assistance will not exceed five percent (5%) of the total grant.

G. Hatch Act

1. The Subgrantee will comply with the provisions of the Hatch Act which provides that no officer or employee of the Subgrantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this Agreement will take part in any of the political activity prescribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118k (1964), with the exceptions therein enumerated.

H. Project Administration

1. The Subgrantee will promptly submit such reports and documentation as the Department may request.
2. Any monies advanced to the Subgrantee under this Agreement are "public monies" (owned by the Federal Government) and will be deposited in a bank with FDIC insurance coverage and the balances exceeding the FDIC coverage will be collaterally secured as provided for in 12 U.S.C. 265.
3. The Subgrantee will use any funds received by way of advance payment from the State of Florida under the terms of this Agreement solely for the purposes described in this Agreement.
4. Recipients and secondary recipients will not have Federal cash balances on which to draw interest. Any and all interest earned on Federal dollars must be returned to SBA within 30 days of the the end of the budget period of this grant.
5. Problems or questions relating to payment under this Agreement should be directed to:  

Department of Community Affairs  
Block Grant Assistance Section  
2571 Executive Center Circle, East  
Tallahassee, Florida 32301
6. Financial Reports in original and one copy will be submitted to the Department at the above address. Reports of Federal Cash Transactions will be submitted on Standard form 272 and Financial Status Reports will be submitted on Standard Form 269. Financial Reports will be furnished no later than 30 days after the end of the project period.

7. Performance reports will be furnished to the Department no later than 30 days after the end of the project period. Performance reports will contain the following data:

- (1) The total amount of grant funds expended for supplies purchased from qualified small businesses.
- (2) The number of contracts awarded to qualified small businesses and the total dollar value of these contracts.
- (3) The number of unemployed individuals that were employed directly by the Subgrantee or subdivision or by a contractor with proceeds of the grant. The total dollars expended for this employment.
- (4) A brief statement highlighting the improvements accomplished with these funds.

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

FOR THE SUBGRANTEE

BY: \_\_\_\_\_  
(Signature)  
Gene R. Blackwelder, Chairman  
Nassau County  
Board of County Commissioners  
(Name and Title)

DATE: July 12, 1983

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

BY: \_\_\_\_\_  
(Signature)  
*Director of Administration*  
(Name and Title)

DATE: 9/6/83