

NASSAU COUNTY

and

State of Florida

Department of Health and Rehabilitative Services

AGREEMENT FOR PROVISION OF SERVICES
UNDER FIXED CAPITAL OUTLAY

THIS AGREEMENT, entered into this _____ day of _____
Nineteen Hundred Ninety, by and between the State of Florida
Department of Health and Rehabilitative Services,
hereinafter referred to as the "Department", and Nassau
County, a political subdivision of the State of Florida,
hereinafter referred to as the "Provider";

WITNESSETH:

WHEREAS the State of Florida, Department of Health and
Rehabilitative Services, by the authority granted in
Chapter 20, 216, 393, and 402 of the Florida Statutes,
administers State funds appropriated by the Florida State
Legislature, and

WHEREAS \$75,000 was appropriated by the Florida State Legislature to the Department, in Item 2242 CD of the 1990 Appropriation Act for selection of an architect to provide construction designs for the construction of a new Health Facility in Fernandina Beach and an addition to the Yulee Clinic, and

WHEREAS there is a need to provide construction designs for the construction of a Fernandina Beach Health Facility and Yulee Clinic addition in order to fulfill Legislative intent, and

WHEREAS the Department has received from the Provider the attached Exhibit "A" (Letter of Intent) proposal for the selection of an architect for the construction design of a new Fernandina Beach Health Facility and Yulee Clinic addition

IT IS THEREFORE agreed between the Department and the Provider as follows:

I. THE PROVIDER AGREES:

A. Services to be Provided

To plan, develop and accomplish the services delineated in Exhibit "A" and activities specified in I. B. of this Agreement or otherwise cause the planning, development and accomplishment of such services and activities.

B. Manner of Provision of Services

The purpose of this project is to select an architect who would provide conventional professional architect services for the construction design of a new 12,000 sq. ft. Health Facility in Fernandina Beach, and a 2,500 sq. ft. addition to the Yulee Health Clinic.

The Provider shall provide the services delineated in Exhibit "A" (Letter of Intent) through either the selected architect or direct services provided by appropriate County staff.

C. State Laws and Regulations

1. To obtain all supplies and services for use in the performance of this Agreement at the lowest practicable cost and to purchase by means of a system of competitive bidding wherever required to do so by law, or whenever practicable even if not required by law.

2. To comply with all State licensing standards, all applicable standards, criteria, and guidelines of the Department.

D. Civil Rights, Human Rights and Religious Freedom

1. To assure under the Civil Rights Act of 1962:

- a. That there will be no discrimination against any employee or person served on account of race, color, sex, religious background, ancestry or national origin in the performance of this Agreement.

- b. That Provider shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000e) in

regard to persons served.

c. That Provider shall comply with Title VII of the Civil Rights Act of 1962 (42 USC 2000e) in regard to employees or of applicants for employment.

d. That Provider shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as supplemented in Department of Labor regulations (41 CFR Part 60).

e. That it is expressly understood that, upon receipt of evidence of such discrimination, the Department shall have the right to terminate for breach said Agreement.

f. That provider shall include these Civil Rights Acts requirements in all approved subcontractors.

2. No otherwise qualified mentally or physically handicapped individual shall, solely by reason of his handicap, be excluded from participation in, be refused employment under, be denied the benefits of, or be subjected

to discrimination under this Agreement. The Provider agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

E. Audit and Records

1. To maintain financial records and reports relating to funds paid under this Agreement.

2. To maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

3. These records shall be subject at all times to inspection, review of audit by authorized State personnel and other personnel duly authorized by the Department.

4. To include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.

F. Retention of Records

To retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after starting date of this Agreement, or, if audit findings have not been resolved at the end of the five (5) year period, the records shall be retained until resolution of the audit findings. State auditors and any persons duly authorized by the Department shall have full access to, and the right to examine any of the said materials during said period.

G. Status Reports

To furnish the Department with monthly status reports.

H. Indemnification

That Provider shall act as an independent contractor and not as an employee of the Department in providing the aforementioned services. To the extent allowed by law, Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department harmless from all claims, suits, judgments or damages arising from the provision of the aforementioned services, during the course of this Agreement.

I. Publicity and Public Notice

All notices, informational pamphlets, press releases, research reports, and similar public notices referencing the construction of this building and prepared and released by the Provider shall include the statement: "This project is funded under an agreement with the State of Florida, Department of Health and Rehabilitative Services."

J. Safeguarding Information

The provider shall not use or disclose any information concerning the eventual recipients of services under this Agreement for any purpose not in conformity, as determined by the Department, except on written consent of the recipient, his attorney, or his responsible parent or guardian.

K. Monitoring

The Provider shall permit State personnel to monitor according to applicable regulations of the State government, the services which are the subject of this Agreement.

L. Requirements of Section 287.058, Florida Statutes

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post audit thereof.

2. Where applicable, to submit bills for any travel expenses in accordance with section 112.061, Florida Statutes. The Department may establish rates lower than the maximum provided in section 112.061.

3. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A.2 of this contract.

4. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the provider in conjunction with this contract. It is expressly understood that substantial evidence of the provider's refusal to comply with this provision shall constitute a breach of contract.

II. THE DEPARTMENT AGREES:

A. Consultation

To furnish consultation and technical assistance to the provider, if requested.

B. Method of Payment for Services.

The following procedures for payment will apply:

1. Subject to the availability of State funds, the Department shall make available to the Provider a sum not to exceed \$75,000 during the term of this Agreement.

2. In no event will payment be made in excess of \$75,000 of State funds as agreed upon by all parties to this Agreement.

3. Release shall be made in a single payment of Seventy-Five Thousand Dollars (\$75,000) as per Exhibit "A" Schedule of Payments.

4. The first release of funds shall be accomplished within twenty (20) days of the execution of this agreement.

5. Nassau County shall prepare and submit a request for release of funds that is on the provider's stationary. The Department will provide the funds within twenty (20) days of the receipt of the request for release of funds.

6. The Department may advance parts or the whole of any advances before they become due if it is agreed by the parties and advisable to do so and all such advances or releases shall be deemed to have been made in pursuance of this Agreement and not be a modification hereof. The making of any such advance, or any part of such advance shall not be deemed an approval or acceptance by the Department of the work theretofore done.

7. All sums advanced hereunder shall be used by the Provider solely and exclusively for the purpose intended, to wit:

"For the selection of an architect who would provide conventional professional architect services for the construction design of a new 12,000 sq. ft. Health Facility in Fernandina Beach and a 2,500 sq. ft. addition to the Yulee Health Clinic."

8. Upon completion of the project, a final accounting will be made and any advanced funds not used in the completion of the project shall be returned to the Department within thirty (30) days from conclusion of the accounting.

9. Any interest earned from advanced monies shall be

returned to the Department or shall be reduced from subsequent request for release of funds.

10. In the event funds to finance this Agreement, or part of this Agreement become unavailable, payment shall be made only for obligations incurred by the County up to the date of termination.

III. THE DEPARTMENT AND THE PROVIDER MUTUALLY AGREE:

A. Effective Date

1. This Agreement shall become effective on October 01, 1990 or on the date which is signed by both parties, whichever is later.

2. This Agreement shall end on June 30, 1991.

B. Termination

1. Termination Because of Lack of Funds

It is agreed that in the event funds to finance this Agreement, or part of this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours, upon receipt of notice in writing by the other party. Said notice shall be

delivered by certified mail, return receipt requested, or in person, with proof of delivery. The Department shall be the final authority as to the availability of State funds, and as to how any available funds will be allocated among its various providers.

2. Termination for Breach

Unless the Provider's breach is excused, the Department may, by written notice of breach to the Provider, terminate the whole or any part of this Agreement in any of the following circumstances:

a. If the Provider fails to provide services called for by this Agreement within the time specified herein or any extension thereof;

or

b. If the Provider fails to perform any of the other provisions of this Agreement.

c. Termination shall be upon no less than twenty-four (24) hours, upon receipt of notice in writing, delivered by certified mail, return receipt requested, or in person, with proof of delivery. The Provider shall continue the performance of this Agreement to the extent not

terminated under the provisions of this clause.

3. Waiver of Breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

C. Termination Arrangements

After receipt of a notice of termination, and except as otherwise directed, the Provider shall:

1. Stop work under the Agreement on the date and to the extent specified in the notice of termination.

2. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of work under the Agreement as is not terminated.

3. Terminate all outstanding orders and subcontracts to the extent that they relate to the performance of work which was terminated.

4. Prepare all necessary reports and documents required under the terms of the Agreement up to the date of termination, including the final report due upon

completion of the Agreement, if any, without reimbursement for services rendered in completing said reports beyond termination date if said reports are not completed prior to termination date.

D. Assignment of Agreement

Provider shall not assign this Agreement without prior written approval of the Department, which shall be attached to the original Agreement and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the occurrence of any obligation by the Department in addition to the total agreed-upon price.

E. Renegotiation of Modification

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by all parties hereto, and attached to the original of this Agreement.

F. Name of Payee

The name of the official payee to whom the Department

shall issue checks shall be the Nassau County Board of County Commissioners. The payee's Federal Employer Identification Number is #59-180-3042.

G. All Terms and Conditions Included in Agreement

This Agreement and its incorporated attachments contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

H. Attachments to be Part of Agreement

Exhibit "A" (Letter of Intent)

I. Name and Address of Provider Representative

Mr. A.J. Greeson
Nassau County Courthouse
416 Centre Street
Fernandina Beach, FL 32034
(904) 261-6127

J. Name and Address of Departmentts Representative

Mr. James T. McGibony, Jr.
HRS/Nassau County Public Health Unit
4th and Ash Streets
Fernandina Beach, FL 32034
(904) 261-6191

IN WITNESS WHEREOF the parties hereto have executed
this Agreement, the day and year first written above.

As Witnessed By:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

Name: Jimmy L. Higginbotham

Title: Chairman

STATE OF FLORIDA
DEPARTMENT OF HEALTH AND
REHABILITATIVE SERVICES

HRS NASSAU COUNTY PUBLIC
HEALTH UNIT

As Witnessed by:

By: _____

Name: James T. McGibony, Jr.

Title: Administrator

DISTRICT FOUR -
HEALTH PROGRAM OFFICE

By: _____

Name: James W. Walker, M.D.

As Witnessed By:

Deputy District
Title: Administrator for Health

STATE - HEALTH PROGRAM OFFICE

As Witnessed By:

By: _____

Name: _____

Title: _____

As Witnessed By:

OFFICE OF DESIGN AND
CONSTRUCTION

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY

Legal Services

Department of Health and

Rehabilitative Services

By: _____
