



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

June 21, 1999

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Brian D. Teeple, Executive Director
Northeast Florida Regional Planning Council
9143 Philips Highway, Suite 350
Jacksonville, FL 32256

Re: Contract for General Administration of the American
Beach Recreation/Neighborhood Center

Dear Mr. Teeple:

Enclosed are three originals of the referenced contract as approved by the Nassau County Board of County Commissioners on June 14, 1999. Please execute and return one original to my office for our files.

We look forward to working with you on this project, and if we may furnish additional information or be of further assistance, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Jmg

Enclosure

**CONTRACT BETWEEN NASSAU COUNTY
AND THE
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL
FOR THE
GENERAL ADMINISTRATION OF THE AMERICAN BEACH
RECREATION/NEIGHBORHOOD CENTER**

The interlocal agreement or contract (Contract) described herein between Nassau County (County) and the Northeast Florida Regional Planning Council (NEFRPC or Council) authorizes the Council staff to act as the County's agent to perform general administration, procurement, monitoring and closeout tasks related to the use of Community Development Block Grant (CDBG) Program Income funds for the construction of the American Beach Recreation/Neighborhood Center (Project). Concurrent with the provision of equipment for the American Beach Center, similar tasks may also be required to serve the Bryceville Community Center. Financial disbursement and audit activities shall be coordinated through and performed by the County Finance Department as necessary.

I. Scope of Services

The NEFRPC shall provide all materials and staff time as required to deliver the services and complete the work tasks necessary to administer the project in accord with the Scope of Services and under the terms contained in "Attachment A" to this Contract.

II. Changes or Additions to the Scope of Services

A. Changes

Either party may request changes in the Scope of Services to be performed under this Contract. Such modifications of the Scope of Services as are mutually agreed upon, or are necessitated by changes in applicable State rules, shall be incorporated as valid modifications to the Contract, only in the form of duly signed written amendments to this Contract. Any additional compensation shall be agreed upon by both parties.

B. Additional Services

The provisions of this Contract may be modified through a duly signed written amendment, whereby the NEFRPC may furnish additional services which are not provided for in "Attachment A" (Scope of Services). The NEFRPC shall be compensated for such additional services as agreed upon by both parties.

III. Specific Council Responsibilities

- A. Designate a person to act as the Council's representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the NEFRPC's policies and decisions pertinent to providing these services.
- B. Deliver the work products identified in "Attachment A" of this Contract.
- C. At their request, provide a workshop session with the County Commission to ensure their working familiarity with the Contract and its provisions.
- D. Provide a workshop session with designated County personnel to ensure working familiarity with the Contract and its provisions.
- E. The NEFRPC shall be bound by the terms and conditions of this Contract in support of the project described under "Attachment A".
- F. Coordinate the necessary public participation and/or public hearings to satisfy CDBG contract requirements. Provide originals of the proper legal notices, advertisements, etc. for County publication, as required by state and federal statutes and codes.

IV. Specific County Responsibilities

- A. Designate a person to act as the County's representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the County's policies and decisions pertinent to the NEFRPC's services.
- B. Make available all pertinent data, resources, other necessary information to Council staff as required for the operation and completion of the Contract.
- C. Designate the County Finance Department as the receiver and disbursing officer of grant funds and operator of contract fund reservation.
- D. Examine all studies, reports, sketches, construction drawings, amendments and other documents presented by the NEFRPC and/or project engineers, and render decisions pertaining thereto within 10 working days.
- E. Issue all building, construction and other necessary County permits in a timely fashion, and at no cost to the project.

- F. Give prompt written notice to the NEFRPC whenever the County observes or otherwise becomes aware of any development that affects the scope or timing of the NEFRPC's services.
- G. Provide through the County's project engineers such engineering design and construction drawings as may be required to construct the public facilities required.
- H. Conduct the necessary public participation and/or public hearings to satisfy CDBG contract requirements.

V. Notice and Contact

- A. The name, address and telephone of the Contract Manager for the NEFRPC for this Contract is:

Name: Gustave A. Rappold / Jeff Alexander
 Address: Northeast Florida Regional Planning Council
9143 Philips Highway, Suite 350, Jacksonville, FL 32256
 Telephone: (904) 363-6350

- B. The name, address and telephone of the County Representative for Nassau County for this Contract is:

Name: _____
 Address: _____
 Telephone: _____

- C. All written or verbal communications transmitting instructions or receiving information regarding the execution of this Contract shall be between or at the request of these contact persons.

VI. Records

NEFRPC and its subcontractors shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of the Contract, and for a period of three (3) years from the date of final payment under the Contract for inspection and/or audit.

The County, the Florida Department of Community Affairs, the U.S. Department of Housing

and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the NEFRPC or its subcontractors which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

VII. Period of Service

The work products and completion dates, as shown in Attachment A are for the presently conceived project, and will be adjusted as necessary to meet the requirements of possible changes or amendments in the grant award from the Division of Housing and Community Development of the Florida Department of Community Affairs.

VIII. Schedule of Payments

Payment for services will be made by the County to the NEFRPC according to the schedule shown in Attachment A.

IX. Termination of Agreement (Cause and/or Convenience)

(a) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(b) This Contract may be terminated in whole or in part in writing by the County for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l(a) above.

(c) If termination for default is effected by the County, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated compensation on unperformed services or other work, and (2) any payment due to the NEFRPC at the time of termination may be adjusted to cover any additional costs to the County because of the NEFRPC's default.

If termination for convenience is effected by the County, the equitable adjustment shall include reasonable compensation for services or other work performed which has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the NEFRPC for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the NEFRPC relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the NEFRPC shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the County all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the NEFRPC in performing this Contract, whether completed or in process.

(e) Upon termination, the County may take over the work and may award another party a contract to complete the work described in this Contract.

(f) If, after termination for failure of the NEFRPC to fulfill contractual obligations, it is determined that the NEFRPC had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

X. Controlling Law

This agreement is to be governed by the laws of the State of Florida.

XI. Successors and Assigns

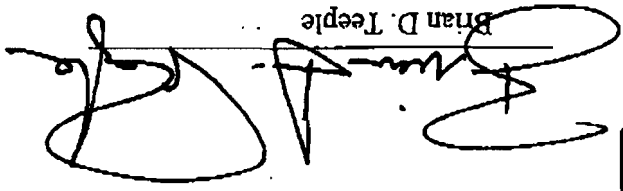
- A. NEFRPC and the County each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants and obligations of this Contract.
- B. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than NEFRPC and Nassau County.

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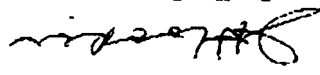
Contract Signatures and Date

IN WITNESS THEREOF, the parties hereto have caused this 10 page Contract to be executed by their undersigned officials as duly authorized.

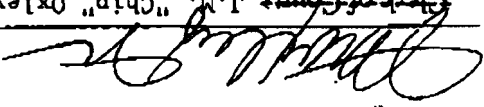
Signed this 25th day of June, 1997.


Brian D. Teeple
Executive Director

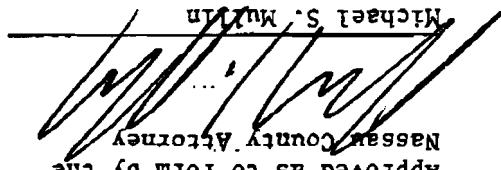
J. H. Cooper
Chairman, Board of County Commissioners



Approved this 14th day of June, 1999.

ATTEST:

J.M. Oxley, Jr.
Clerk of Courts
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


Michael S. Mullin

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ATTACHMENT A

SCOPE OF SERVICES

The Scope of Services described herein between Nassau County (County) and the Northeast Florida Regional Planning Council (NEFRPC or Council) authorizes the Council staff to act as the County's agent to perform general administration, procurement, monitoring and closeout tasks related to the use of Community Development Block Grant (CDBG) Program Income funds for the construction of the American Beach Recreation/Neighborhood Center (Project). Financial disbursement and audit shall be coordinated through and performed by the County Finance Department as necessary.

The NEFRPC shall provide all materials and staff time as required to deliver the services and complete the work tasks necessary to administer the project in accord with the Scope of Services and under the terms contained herein.

BACKGROUND

According to information received from the Florida Small Cities CDBG Program, the CDBG funds being held by Nassau County in a Program Income Trust Fund, as well as the interest they have generated to date, must be used under two separate rules depending on the date they were put in trust by Nassau County. Funds deposited prior to December 13, 1988, when the law was changed, must be spent on CDBG eligible activities as if they were a successful CDBG application including the appropriate application surveys and activities, administration, and monitoring activities.

Those funds added after December 13, 1988, and their interest must be spent on CDBG eligible activities, but are no longer required to meet the older burden of application, administration and monitoring requirements.

A review of the records is in order to calculate the amount available in each funding category. It is estimated that there is about \$76,000 to be spent under the old rules. Over \$800,000 is retained in the newer portion of the fund.

It is very important that moneys from the two funds are not commingled. If they are, all funds will

automatically have to be spent under the older more stringent set of rules.

In order to avoid this happening the funds should be treated as two independent trust funds. For working purposes they are designated the New Money Fund and the Old Money Fund.

NEW MONEY FUND

These funds (about \$800,000) may be used for any eligible CDBG purpose, one of which is a recreation/neighborhood center. It is recommended that they be used for land acquisition, if necessary, and construction of the facility along with any supporting infrastructure construction such as road paving and drainage needs.

In order to administrate this fund it will be necessary to complete the following:

- Deobligate by formal Resolution or Ordinance the amount of the CDBG Development funds received after December, 1988, required to complete this project and formally transfer them to a working fund.
- Retain professional services to design the facility and appurtenances, and inspect construction.
- Complete investigation and design, prepare plans and specifications.
- Review to ensure the contracts contain state required wording and follow state rules.
- Put project out to bid in accordance with state and federal M/WBE guidelines and other requirements.
- Receive bids and review and recommend for contract award by Nassau County.
- Review project inspection and contractor draws with engineer.
- Review final inspection and project punch-list and punch-out.
- Obtain lien releases and recommend release retainage.
- Prepare and file final report with DCA/CDBG.

Primary responsibility for administration of this fund will be by Nassau County Staff. In order to ensure that CDBG requirements are followed the NEFRPC Staff will act as a consultant on call on a time and material basis. The NEFRPC shall receive for this service a \$5,000.00 minimum with NEFRPC Staff time charged against it at a rate of \$50.00 per hour and mileage charged at cost (presently \$0.29 per mile). NEFRPC Staff time expended that exceeds the guaranteed minimum shall also be charged at the above rate. This cost may be paid out of CDBG Program Income funds.

SCHEDULE OF PAYMENTS

Payment shall be due and payable by Nassau County to the NEFRPC upon the completion of the following project milestones.

- Payment due upon contract execution..... \$ 2,000.00
- Minimum payment due at time of construction contract award..... \$ 1,000.00
- Minimum payment due at time of certification of 100 percent completion of construction by engineering inspector..... \$ 1,000.00
- Minimum due at time of contract closeout..... \$ 1,000.00
Any overcharges for additional NEFRPC Staff time required to complete the project shall be due and payable at this time.

Old Money Fund

These funds (about \$76,000), which were deposited prior to December 13, 1988, must be spent on CDBG eligible activities and treated as if they were a successful application including the appropriate application surveys and activities, administration, and monitoring activities. It is recommended that they be used for a specific activity not included in the building itself, such as: fixed operating equipment such as kitchen facilities or sports/play equipment. Once this money is expended the County will not have to worry about doing this again for CDBG Program Income.

In order to administrate this fund it will be necessary to complete the following:

- Deobligate by formal Resolution or Ordinance the amount of the CDBG Development funds received before December, 1988, required to complete this portion of the project and formally transfer them to a working fund.
- Prepare area survey to demonstrate Achievement of National Objectives, i.e.: at least 51 percent of those who benefit are low and moderate income persons as determined by CDBG.
- Prepare an Activity Work Program and submit to DCA/CDBG for approval.
- Submit documentation to clear Civil Rights Profile and other Special conditions.
- Review site and prepare an Environmental Report.
- Submit Request for Release of Funds & Environmental Conditions.
- Review and follow required procurement policies for materials, design and contractors.

- Review to ensure the contracts contain state required wording and follow state rules.
- Submit to DCA/CDBG for Approval of Plans and Specifications
- request bids in accordance with state and federal M/WBE guidelines, Davis/Bacon law where necessary and other requirements.
- Receive bids and review and recommend for contract award by Nassau county.
- Review project with DCA/CDBG field monitor.
- Review project inspection and draws with engineer/inspector.
- Review final inspection and project punch-list and punch-out.
- Obtain lien releases and recommend release retainage.
- Prepare and file Administrative Closeout with DCA/CDBG.

Primary responsibility for administration of this fund will be by NEFRPC Staff. In order to ensure that CDBG requirements are followed and do not taint the new money, the NEFRPC Staff will directly administer all activities to be charged against this portion of the CDBG Program Income. The NEFRPC shall receive for this service \$15,000. This may be paid out of the CDBG Program Income funds.

SCHEDULE OF PAYMENTS

Payment shall be due and payable by Nassau County to the NEFRPC upon the completion of the following project milestones.

- Payment due upon contract execution..... \$ 4,000.00
- Minimum payment due at time of construction contract award..... \$ 5,000.00
- Minimum payment due at time of certification of 100 percent completion of construction by engineering inspector..... \$ 5,000.00
- Minimum due at time of contract closeout..... \$ 1,000.00

Any additional work tasks desired by the County shall be requested through a duly signed written amendment. The NEFRPC shall be compensated for such additional services at the same rates as in this Contract and as further agreed upon by both parties.