

CHECKLIST
 CDBG GRANT APPLICATION
 GATEWAY TO AMELIA
 CONTRACT # 01DB-79-04-55-01E40

ITEM	RESPONSIBLE PARTY	COMPLETE
Award Agreement (3 originals)	Board	X
Signature Authorization Forms (3 originals)	Clerk	Chip - Need to determine if 1 or 2 signatures are required and check appropriate box.
Activity Work Plan (Attachment H)	Jordon	
Civil Rights Profile	Jordon	
HUD 2880 (3 originals)	Jordon	Signed by Chair 6/11/01
CDBG Form E-11		Not included in package
Appendix A supplements		Not included in package
Participating Party Agreement	Jordon	Signed by Chair 6/11/01. Chip to sign.
Environmental Review	Jordon	Bring back 6/18/01. Jordon will need to do extension request letter. Chip to confirm with Betty.
Extension Request Letter for Board to consider Procurement Policy on 6/18/01.	Jordon	Chip to confirm with Betty.



cc Joyce Bradley

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

APR 16 2001

STEVEN M. SEIBERT
Secretary

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

The Honorable Marianne Marshall
Chair, Nassau County Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32034

RE: Community Development Block Grant Contract Number 01DB-79-04-55-01-E40

Dear Mayor Marshall:

The Department of Community Affairs has completed its review of your application submitted for funding under the Federal Fiscal Year (FFY) 2000 Small Cities Community Development Block Grant (CDBG) Program, Economic Development Category. I am pleased to inform you that your FFY 2000 Community Development Block Grant application is within the fundable range for a grant award and that funds are reserved for your local government. I congratulate you on preparing a grant application that addresses your community's economic development needs, especially those of low and moderate income households.

Enclosed are three copies of the Award Agreement (the Agreement) for your signature. Your position in the funding order and amount of funding reserved is evidenced by the attached FFY 2000 Economic Development Fund Reservation spreadsheet. This funding, as well as eligibility, is subject to appeal and may change following any appeals process. For this reason, the Department cannot execute the Agreement until all appeals, if any, have been resolved. Even if no appeals are filed, the earliest the Department could execute the Agreement is twenty-one (21) days following receipt of this letter. Further, awards are based on the total amount of funds known to be available as of the effective date of this letter, and are subject to the FFY 2000 grant award being executed by both HUD and the Department and the availability of state budget authority on or after July 1, 2000. The total amount of funding available is subject to revision by federal and state executive or legislative actions.

The Department's offer of funding to your local government is subject to the terms set forth above, Rule Chapter 9B-43.006(10), Florida Administrative Code, and the following conditions:

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

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- 1) The locally executed Agreement must be returned to the Department in three originals. All three originals must bear original signatures on pages 9;
- 2) The Department must receive those submissions specified in paragraph two (2) of the Special Conditions (Attachment G) to the Agreement at the time it receives the locally executed Agreement;
- 3) The Department must receive those items listed in Appendix A to this letter at the time it receives the locally executed Agreement;
- 4) The locally executed Agreement and all required submissions must be received by the Department within sixty (60) days of your receipt of this letter, or the offer to fund and the funding reservation for this Agreement will expire at 5:00 P.M. on the sixtieth (60th) calendar day;
- 5) Should the Agreement and all required submissions be received later than sixty (60) days following your receipt of this letter, and should there be unreserved funds available when the Agreement and required submissions are received by the Department, the Department will execute the Agreement pursuant to the conditions outlined in Rule Chapter 9B-43.006(10)(b)-(e), Florida Administrative Code.

The Agreement binds your local government to the proposed CDBG project and ensures compliance with all applicable CDBG laws, rules, and regulations. Following execution by the Department, a fully executed copy of the Agreement will be returned to you. The Department has adopted a standardized format for all contracts. The program specific regulations and provisions are in Attachment B. Grant specific requirements are contained in the Special Conditions in Attachment G.

Along with the Agreement, you will find several blank forms for your use:

1) Signature Authorization Form

The purpose of this form is to identify individuals in your local government who are authorized to request funds from the Department, and to designate the bank account of record and financial institution where funds are to be deposited. A separate non-interest bearing bank account must be maintained for each CDBG Agreement due to requirements of the original funding source. Each of the individuals authorized to sign checks for the distribution of CDBG funds pursuant to the Agreement must be bonded.

Please type in the non-interest bearing bank account number, bank name, and address, as well as the names and titles of the persons authorized to request funds. Two copies of the form with original signatures of the chief elected official and those authorized to request funds must be returned to the Department with the signed Agreements. CDBG funds will be disbursed by the Department directly to the bank account of record.

If anyone other than the chief elected official (Mayor or Chairperson of County Commission) will be authorized to execute the Agreement or to sign amendment requests, reports, or other contractually required documents, please provide a copy of the resolution authorizing said delegation.

2) Activity Work Plan Forms

A separate Activity Work Plan Form must be completed for each activity line item reflected in the Program Budget and Scope of Work (Attachment A of the Agreement), including administration. The Activity Work Plans, when completed, will be identified as Attachment H of the Agreement. Please identify the activities which will take place and the dollar amounts which will be requested from the Department on a periodic basis. The forms will be incorporated as part of the Agreement by reference, and they must be returned with your executed Agreement to the Department. (See Attachment G, paragraph 2(A) for a more detailed explanation.)

Please develop your work plans carefully to ensure that all planned activities will be completed in a timely manner. The Department reserves the right to reject any proposed work plans which fail to demonstrate an orderly progression of activities over the term of the Agreement.

3) Certification Regarding Lobbying

Congress passed Public Law 101-121 which prohibits recipients of federal contracts or grants from using appropriated funds for lobbying in connection with a grant or contract, and requires that each person who requests or receives a federal contract or grant, and their subrecipients, disclose lobbying undertaken with non-federal funds. In order to comply with the requirements of Public Law 101-121, a certification is included in the Agreement as paragraph 18. Language has also been added to the Assurances contained in Attachment E of the Agreement in which the Recipient agrees to comply with Section 319 of Public Law 101-121.

NOTICE OF ADMINISTRATIVE RIGHTS

You have the opportunity for an administrative proceeding pursuant to Section 120.569, Florida Statutes, regarding the agency's action. Depending upon whether you allege any disputed issue of material fact in your petition requesting an administrative proceeding, you are entitled to either an informal proceeding or a formal hearing.

If there are no disputed issues of material fact concerning the Department's action, then the administrative proceeding will be an informal one, conducted pursuant to Sections 120.569 and 120.57(2), Florida Statutes, and Chapter 28-106, Parts I and III, Florida Administrative Code. In an informal administrative proceeding, you may be represented by counsel or by a qualified representative, and you may present written or oral evidence in opposition to the Department's action or refusal to act; or you may exercise the option to present a written statement challenging the grounds upon which the Department has chosen to justify its action or inaction.

If you dispute any issue of material fact stated in the agency action, then you may file a petition requesting a formal administrative hearing before an administrative law judge of the Division of Administrative Hearings, pursuant to Sections 120.569 and 120.57(1), Florida Statutes, and Chapter 28-106, Parts I and II, Florida Administrative Code. At a formal administrative hearing, you may be represented by counsel or other qualified representative, and you will have the opportunity to present evidence and argument on all the issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of fact and orders, and to file exceptions to any recommended order.

Mediation is not available with respect to this action.

If you desire either an informal proceeding or a formal hearing, you must file with the Agency Clerk of the Department of Community Affairs a written pleading entitled, "Petition for Administrative Proceedings" within 21 calendar days of receipt of this notice. A petition is filed when it is received by the Agency Clerk, in the Department's Office of the General Counsel, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. You may also file the Petition by facsimile transmission to (850) 487-6769. If you choose to file by facsimile transmission, you are responsible for verifying that the complete document was received by the Office of the Agency Clerk prior to the deadline.

The petition must meet the filing requirements in Rule 28-106.104(2), Florida Administrative Code. If an informal proceeding is requested, then the petition shall be submitted in accordance with Rule 28-106.301, Florida Administrative Code. If a formal hearing is requested, then the petition shall be submitted in accordance with Rule 28-106.201(2), Florida Administrative Code.

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The petition must include the signature of someone authorized to act on your behalf. A petition must specifically request an administrative proceeding, it must admit or deny each material fact contained in the notice of agency action, and it must state any defenses upon which you rely.

You waive the right to an administrative proceeding if you do not file a petition with the Agency Clerk within 21 days of receipt of this notice. In that case, you will be sent a final order by the Department stating that you have waived your right to an administrative proceeding, and explaining that you still have the right to file an additional appeal with the District Court of Appeal for a period of thirty (30) days from the date the final order is issued by the Department.

In addition to the above rights, you have the right under § 120.542, Florida Statutes, to file a petition requesting a variance or waiver from the applicable rules of the Department. Such petition must comply with the statutory and regulatory requirements and be filed within the same 21 day period as that provided for the filing of an administrative proceeding under § 120.569 and § 120.57, Florida Statutes, or such rights as exist under § 120.542, Florida Statutes, are waived. Any proceeding held with respect to § 120.542, Florida Statutes, must be a separate proceeding from the administrative proceeding under § 120.569 and § 120.57, Florida Statutes. The granting of a waiver or variance must be based on a demonstration that the purpose of the underlying statute will be or has been achieved by other means, and that the application of the rule would create substantial hardship or would violate principles of fairness. The Department is not authorized to grant variances or waivers to statutes.

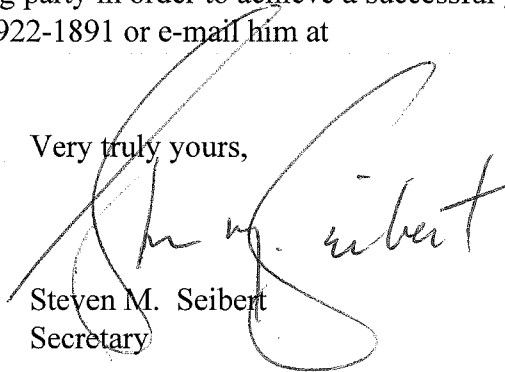
Please return all three executed original copies of the Agreement, signature authorization forms, work plans, the documentation required in Appendix A to this letter, the documentation required on Form CDBG-E-11, and the documentation required in paragraph two of the Special Conditions within sixty (60) days of receipt of this letter to:

Dr. Susan Cook, Community Program Administrator
Bureau of Community Development
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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The Department appreciates your interest in the Small Cities CDBG program. Our commitment to you is that, during this 60 day period, the staff member assigned to this grant, Mr. Steven L. Massey will be available to assist you in any way necessary to assure the successful completion of these requirements. Mr. Massey will be available to render assistance to you, your consultant, or any participating party in order to achieve a successful grant contract. Please do not hesitate to call him at (850)-922-1891 or e-mail him at steve.massey@dca.state.fl.us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steven M. Seibert". The signature is written in a cursive style with a large, looping initial "S".

Steven M. Seibert
Secretary

SMS/cd/rgs

Enclosures

cc: Betty Jordan - Jordan & Associates
Rick Stauts, Planning Manager

CDBG Economic Development Fund Reservation Spreadsheet

04-Apr-01 **FFY 2000 CDBG-Economic Development Allocation** \$9,616,941.00
Deobligation from Prior years \$2,048,711.47
Total Funding available \$11,665,652.47

\$ Available For Reserve	Date Appn Rec'd/Funding Reservation Reinstated	Com- ment	EA #	Applicant	Contract Number Issued	CDBG Funds Requested	CDBG Funds Reserved	Date of Site Visit	Date Award & Letter Received by Applicant	Date 60-day Period & Fund Reservation Expires	Date 60-day Requirements Approved	Date Received Rejection/Fund Reservation Loss Letter	Date Loss of Reservation of Funds Appeal Rights Expire	Effective Date of CDBG Contract
\$11,665,652.47	31-Mar-00	1	EA01	Hardee County	N/A	\$0.00	\$0.00	N/A	N/A	N/A	N/A	12-May-00	02-Jun-00	N/A
\$11,665,652.47	31-Mar-00	1	EA02	Collier Co	N/A	\$0.00	\$0.00	N/A	N/A	N/A	N/A	05-May-00	26-May-00	N/A
\$11,665,652.47	05-Apr-00		EA03	St. Cloud	01DB-31-06-59-02-E20	\$750,000.00	\$750,000.00	18-May-00	08-Jun-00	07-Aug-00	09-Aug-00	N/A	N/A	22-Aug-00
\$10,915,652.47	25-Apr-00		EA04	Homestead	N/A	\$750,000.00	\$0.00	N/A	N/A	N/A	N/A	19-Jun-00	10-Jul-00	N/A
\$10,915,652.47	05-May-00		EA05	Port St. Joe	01DB-79-02-33-02-E22	\$256,500.00	\$230,531.00	06-Jun-00	06/30/00	29-Aug-00	30-Aug-00	N/A	N/A	04-Oct-00
\$10,965,121.47	05-May-00		EA06	Blountstown	01DB-6B-02-17-02-E23	\$415,450.00	\$415,450.00	05-Jun-00	03-Jul-00	01-Sep-00	20-Aug-00	N/A	N/A	04-Oct-00
\$10,269,671.47	12-May-00	3	EA07	Freeport	01DB-79-01-76-02-E24	\$500,000.00	\$0.00	20-Jun-00	18-Jul-00	16-Sep-00		20-Oct-00	10-Nov-00	
\$10,269,671.47	16-May-00	2	EA01	Hardee County	01DB-79-07-35-01-E21	\$750,000.00	\$750,000.00	08-Jun-00	03-Jul-00	01-Sep-00	27-Sep-00	N/A	N/A	04-Oct-00
\$9,519,671.47	16-May-00	2, 3	EA02	Collier County	01DB-79-09-21-01-E25	\$340,000.00	\$0.00	13-Jul-00	10-Aug-00	09-Oct-00	N/A	N/A	N/A	N/A
\$9,519,671.47	27-Jul-00		EA08	Highlands County	01DB-79-07-38-01-E26	\$750,000.00	\$750,000.00	21-Aug-00	15-Sep-00	14-Nov-00	30-Oct-00	N/A	N/A	17-Nov-00
\$8,769,671.47	01-Aug-00	3	EA09	DeSoto County	N/A	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
\$8,769,671.47	10-Aug-00		EA10	Hernando County	01DB-79-05-37-01-E27	\$750,000.00	\$750,000.00	28-Aug-00	22-Sep-00	21-Nov-00	17-Nov-00	N/A	N/A	14-Dec-00
\$8,019,671.47	31-Aug-00		EA11	City of LaBelle	01DB-79-09-36-02-E28	\$550,000.00	\$550,000.00	06-Oct-00	17-Nov-00	16-Jan-01	16-Jan-01	N/A	N/A	19-Feb-01
\$7,469,671.47	12-Sep-00	2	EA09	DeSoto County	01DB-79-07-24-01-E29	\$750,000.00	\$750,000.00	18-Oct-00	16-Nov-00	15-Jan-01	11-Jan-01	N/A	N/A	01-Feb-01
\$6,719,671.47	03-Oct-00	1	EA12	Groveland	N/A	\$550,000.00	\$0.00	N/A	N/A	N/A	N/A	14-Dec-00	04-Jan-01	N/A
\$6,719,671.47	30-Oct-00	1	EA13	Hawthorne	N/A	\$550,000.00	\$0.00	N/A	N/A	N/A	N/A	07-Dec-00	28-Dec-00	N/A
\$6,719,671.47	08-Nov-00	1	EA14	Palmetto	N/A	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
\$6,719,671.47	13-Nov-00	1	EA15	Eustis	N/A	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
\$6,719,671.47	15-Nov-00		EA16	Jasper	01DB-79-03-34-02-E31	\$550,000.00	\$550,000.00	18-Dec-00	24-Jan-01	25-Mar-01	16-Feb-01	N/A	N/A	08-Mar-01
\$6,169,671.47	15-Nov-00	3	EA17	City of Okeechobee	01DB-79-07-57-02-E32	\$600,000.00	\$0.00	05-Dec-00	26-Jan-01	27-Mar-01	N/A	N/A	N/A	N/A
\$6,169,671.47	22-Nov-00	2	EA15	Eustis	01DB-79-06-45-02-E33	\$664,900.00	\$664,900.00	14-Dec-00	29-Jan-01	30-Mar-01	28-Mar-01	N/A	N/A	N/A
\$5,504,771.47	05-Dec-00	2, 6	EA14	Palmetto	01DB-79-08-51-02-E30	\$750,000.00	\$750,000.00	07-Dec-00	02-Jan-01	03-Mar-01	05-Mar-01	N/A	N/A	N/A
\$4,754,771.47	08-Dec-00		EA19	Citrus County	01DB-79-05-19-01-E36	\$750,000.00	\$750,000.00	12-Feb-01	29-Mar-01	28-May-01		N/A	N/A	
\$4,004,771.47	11-Dec-00		EA20	Holmes County	01DB-79-02-42-01-E34	\$734,900.00	\$734,900.00	10-Jan-01	20-Feb-01	21-Apr-01		N/A	N/A	
\$3,269,871.47	11-Dec-00		EA21	Baker County	01DB-79-04-12-01-E37	\$600,000.00	\$600,000.00	12-Jan-01	26-Feb-01	27-Apr-01		N/A	N/A	
\$2,669,871.47	18-Dec-00	4, 1	EA18	Collier County	01DB-79-09-21-01-E35	\$750,000.00	\$0.00	02-Jan-01	01-Feb-01	02-Apr-01		N/A	N/A	
\$2,669,871.47	27-Dec-00		EA22	City of Alachua	01DB-79-03-11-02-E38	\$600,000.00	\$600,000.00	13-Feb-01	30-Mar-01	29-May-01		N/A	N/A	
\$2,069,871.47	02-Jan-01	5	EA23	Bellevue	N/A	\$550,000.00	\$0.00	N/A	N/A	N/A		N/A	N/A	
\$2,069,871.47	10-Jan-01		EA24	Zephyrhills	01DB-79-08-61-02-E39	\$600,000.00	\$600,000.00	05-Mar-01				N/A	N/A	
\$1,469,871.47	25-Jan-01	7	EA25	Nassau County	01DB-79-04-55-01-E40	\$750,000.00	\$570,000.00	05-Mar-01				N/A	N/A	
\$899,871.47	07-Feb-01	5	EA23	Bellevue	01DB-79-05-52-02-E41	\$550,000.00	\$550,000.00	22-Feb-01				N/A	N/A	
\$349,871.47							\$0.00							
\$349,871.47							\$0.00							
							\$16,111,750.00							
							\$11,315,781.00							

Comments

- Application rejected. Did not provide documentation required from Participating Party or other documentation required in the application
- Previously rejected or withdrawn application is resubmitted with same jobs and participating parties
- Application withdrawn by local government
- Application submitted 12/5/00, but accepted effective 12/18/00 when open grant met the on-time requirements in the rule.
- Application submitted 1/2/01, but accepted effective 2/7/01 the City provided a copy of an adopted Interlocal Agreement
- 60 day period expired on a weekend. The required material was received on the following Monday, the first working day after the due date.
- Application reduced to remove ineligible activities and associated admin and engineering.

Application Eligibility Lapses	Total Proposed Jobs	Total LMI Jobs	Total Claimed As Leverage For Scoring	Total of All Non-CDBG Funds In The Project	Total Proposed Project Cost
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	25	17	\$1,500,000.00	\$2,131,800.00	\$2,881,800.00
N/A	N/A	N/A	N/A	N/A	N/A
N/A	10	6	\$1,500,000.00	\$2,200,807.00	\$2,457,307.00
N/A	12	7	\$775,000.00	\$775,000.00	\$1,190,450.00
N/A	78	40	\$2,500,000.00	\$2,852,339.00	\$3,352,339.00
N/A	127	76	\$7,020,100.00	\$8,289,100.00	\$9,039,100.00
N/A	N/A	N/A	N/A	N/A	N/A
N/A	42	25	\$1,500,000.00	\$15,695,000.00	\$16,445,000.00
N/A	N/A	N/A	N/A	N/A	N/A
N/A	30	26	\$1,100,000.00	\$1,100,000.00	\$1,850,000.00
N/A	41	21	\$752,000.00	\$752,000.00	\$1,302,000.00
N/A	61	31	\$1,500,000.00	\$8,724,000.00	\$9,474,000.00
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	56	29	\$400,000.00	\$400,000.00	\$950,000.00
N/A	N/A	N/A	N/A	N/A	N/A
N/A	19	13	\$1,500,000.00	\$7,000,000.00	\$7,664,900.00
N/A	120	61	\$1,800,000.00	\$23,150,000.00	\$23,900,000.00
N/A	80	41	\$1,280,000.00	\$1,728,000.00	\$2,478,000.00
N/A	21	12	\$500,000.00	\$500,000.00	\$1,234,900.00
N/A	60	31	\$40,000,000.00	\$43,053,080.00	\$43,653,080.00
N/A	170	170	\$3,148,000.00	\$3,148,000.00	\$3,898,000.00
N/A	18	10	\$1,500,000.00	\$3,000,000.00	\$3,600,000.00
N/A	N/A	N/A	N/A	N/A	N/A
N/A	61	31	\$1,500,000.00	\$5,000,000.00	\$5,600,000.00
N/A	60	33	\$1,500,000.00	\$1,500,000.00	\$2,250,000.00
N/A	22	20	\$1,000,000.00	\$1,000,000.00	\$1,550,000.00
	1113	700	\$72,275,100.00	\$131,999,126.00	\$144,770,876.00

**DEPARTMENT OF COMMUNITY AFFAIRS
SMALL CITIES CDBG PROGRAM
ACTIVITY WORK PLAN**

RECIPIENT _____ DATE PREPARED _____

CONTRACT NO. _____ ACTIVITY BUDGET \$ _____
(for this activity only)

Activity		Number of Proposed Beneficiaries for this activity only			Proposed Activity Units	
Name _____ Number _____ Service Area # _____		Total	LMI	VLI	No. of Units	Type of Units
Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be Submitted by "Date End"			# Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
		Submit Request for Release of Funds & Environmental Conditions				
		Submit documentation to clear Special Condition Numbers _____				
		Submit Administrative Closeout				

ACTIVITY BUDGET TOTAL \$ _____
(must equal Activity Budget in the heading of this form)

**CIVIL RIGHTS PROFILE
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT**

RECIPIENT NAME _____

CONTRACT NUMBER _____ **DATE:** _____

DEMOGRAPHIC DATA

1. Total Number of Local Government Employees: _____ (Do **NOT** include constitutional officers)
2. Number of Employees who work on CDBG funded activities: _____
3. Total Number of Local Government Minority Employees: _____ (Do **NOT** include constitutional officers)
4. Number of Minority Employees who work on CDBG funded activities: _____
5. Local Government Population: _____ (Counties do **NOT** include populations of incorporated cities)
6. Local Government Minority Population: (Counties do **NOT** include populations of incorporated cities)
7. Local Government Minority Population Percentage: (Counties do **NOT** include populations of incorporated cities)
8. Percentage of Persons of Low and Moderate Income in the Local Government: _____ (Counties do **NOT** include populations of incorporated cities)

For Neighborhood Revitalization and Commercial Revitalization Only

9. Service Area Population: _____
10. **Percentage of Persons of Low and Moderate Income in the Service Area:**

To document civil rights compliance, this profile should be completed and returned to:

CDBG Program Administrator
Department of Community Affairs
255 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

Retain a file copy in the event that a CDBG field monitor wishes to review it during a monitoring visit.

APPLICANT/GRANTEE/RECIPIENT DISCLOSURE CERTIFICATION

See attached instructions.

PART I. APPLICANT/GRANTEE/RECIPIENT INFORMATION	
Indicate whether this is an Initial Report <input type="checkbox"/> or and Update Report <input type="checkbox"/>	
A. Applicant/Grantee Name, Address, and Telephone (include area code)	
B. Participating Party Name, Address, and Telephone (include area code) (for economic development component only)	
C. Project Location Address	
D. Type of Assistance Requested/Provided	Amount of Assistance Requested/Provided
PART II. THRESHOLD DETERMINATION (Applicant/Grantee only)	
<p>Have you received, or can you reasonably expect to receive (including this CDBG contract), an aggregate amount of CDBG funds in excess of \$200,000 for the time period July 1, 1999 to June 30, 2000.</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "yes", Parts III through V must also be completed.</p> <p>All applicants must certify that the information provided is true by signing below.</p>	
<hr/> Printed Name of Applicant/Grantee/Recipient	<hr/> Signature of Chief Elected Official
<hr/> Date	<hr/> Printed Name and Title of Chief Elected Official

**FLORIDA SMALL CITIES CDBG PROGRAM
APPLICANT/GRANTEE/RECIPIENT DISCLOSURE CERTIFICATION
INSTRUCTIONS (REVISED 7/1/96)**

Section 102 of the HUD Reform Act of 1989 contains a number of provisions to ensure greater accountability and integrity in the way the Department of Housing and Urban Development (HUD) and its grantees make certain types of assistance available. The Florida Small Cities Community Development Block Grant (CDBG) Program is one of the HUD programs partially covered by Section 102.

A unit of local government applying for a CDBG grant (regardless of the program component) as well as the recipient of the grant must make certain disclosures. These disclosures are only necessary if the aggregate amount of previously awarded grants, grant applications currently pending review, and proposed grants is in excess of \$200,000 for the current program year. This funding threshold determines the extent of the information which must be disclosed.

Disclosure Information Required

1. Other Government Assistance is defined as any loan, grant, guarantee, subsidy, tax benefit, credit, etc., from the federal government, state or unit of local government which is expected to be made available with respect to the project for which the assistance is sought.

2. Interested Parties is defined as follows.
 - a. The name of any developer, contractor, or consultant involved in the preparation of the application for assistance or in the planning, development or implementation of the project or activity.

 - b. The name of any other person who has a financial interest in the project in excess of \$50,000 or 10 percent of the assistance, whichever is less. If the person referred to is an entity, then disclosure must include an identification of each officer, director, and stockholder.

A financial interest means any financial involvement in the project or activity including, but not limited to, situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not by itself considered a covered financial interest.

3. Sources and Uses of Funds is defined as the gross amount of funds to be made available for the project from both governmental and non-governmental sources and private capital resulting from tax benefits and the expected uses for those funds.

SIGNATURE AUTHORITY FORM
INDIVIDUALS AUTHORIZED TO SUBMIT REQUESTS FOR PAYMENTS
SUBMIT THREE ORIGINAL COPIES FOR EACH CONTRACT

Recipient	Contract #	
Mailing Address (Street or Post Office Box)		
City, State and Zip Code		
Contact Person	Telephone #	
Requests for funds from the Florida Small Cities CDBG Program (Department of Community Affairs) require <i>(check one)</i> <input type="checkbox"/> one signature <input type="checkbox"/> two signatures of individuals authorized below.		
Typed Name	Date	Signature
Typed Name	Date	Signature
Typed Name	Date	Signature
Typed Name	Date	Signature
A non-interest bearing account has been established at the financial institution (insured by the FDIC) listed below for the deposit of CDBG funds. In the case of an escrow account, the account is interest bearing. <u>All signatures on this account must be bonded.</u>		
Name of Financial Institution	Account Number	
Street Address or Post Office Box	Telephone Number	
City, State and Zip Code		
For local governments receiving Electronic Fund Transfer (EFT), please identify the person to which notification of the deposit should be directed. Please note that if your local government is currently receiving EFT for any State funds, CDBG payments will also be made in this manner to your local government's general account. Complete this section only if your local government is receiving EFT.		
Mailing Address (Street or Post Office Box)		
City, State, Zip Code		
Contact Person		
I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign requests for funds from the Small Cities Community Development Block Grant.		
Typed Name	Date	Signature

AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Nassau County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein, and

B. WHEREAS, the Department determined that the Recipient has successfully competed for a Community Development Block Grant (hereinafter referred to as "CDBG"), and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK. The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES. Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT. This Agreement shall begin upon the date last signed, and shall end twenty-four (24) months after the date last signed, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT.

(a) Either party may request modification of the provisions of this Agreement pursuant to Rule Chapter 9B-43, Fla. Admin. Code. Changes that are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(b) All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs," and mailed directly to the Department at the following address:

DEPARTMENT OF COMMUNITY AFFAIRS
SMALL CITIES CDBG PROGRAM
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100

(5) RECORD KEEPING.

(a) If applicable, Recipient's performance under this Agreement shall be subject to 24 C.F.R. Part 85 or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations."

- (b) All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:
 - 1. If any litigation, claim or audit started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
 - 2. Records for the disposition of nonexpendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.
 - 3. Records relating to real property acquisition shall be retained for three years after closing of title.
- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work, Attachment A, and all other applicable laws and regulations.
- (d) The Recipient, its employees or agents, including all subcontractors to be paid from funds under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.
- (e) Any additional terms and conditions pertaining to record keeping are set forth in Attachment C and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachment H.

(6) REPORTS.

- (a) At a minimum, the Recipient shall provide the Department with a close-out report and other reports that may be required from time to time by the Department.
- (b) The close-out report is due within 45 days of termination of this Agreement or upon completion of the activities contained in this Agreement.
- (c) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such action as set forth in paragraph (9). The Department may terminate the Agreement with a Recipient if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work.
- (d) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.
- (e) The closeout report shall not be submitted prior to the completion of and acceptance by the recipient of all non-administrative activities. At the time of submission of the closeout report, all construction must be completed and accepted by the recipient. Any approval by architects, engineers, rehabilitation specialist, building inspectors, code enforcement personnel, property owners, building owners or occupants, or others whose approval is required must be obtained prior to submitting the administrative closeout. All non-administrative invoices must be received and approved prior to submission of the administrative closeout.

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work are being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement.

(8) LIABILITY.

- (a) Except as otherwise provided in subparagraph (b) below, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.
- (b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be used by third parties in any matter arising out of any contract.

(9) DEFAULT; REMEDIES; TERMINATION.

- (a) If the necessary funds are not available to fund this agreement as a result of action by the Legislature, the Office of the Comptroller or the Office of Management and Budget, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and, the Department may at its option exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
 - 1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 - 2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department;
 - 3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;
 - 4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment A.

- (b) Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of noncompliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;
 5. Exercise any other rights or remedies which may be otherwise available under law.
- (c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.
- (d) Suspension or termination constitutes final Department action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The Recipient shall return funds to the Department if found in noncompliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) This Agreement may be terminated by the written mutual consent of the parties.
- (g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

- (b) The name and address of the Department contract manager for this Agreement is:

COMMUNITY PROGRAM ADMINISTRATOR
SMALL CITIES CDBG PROGRAM
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100

- (c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

MARIANNE MARSHALL, CHAIRMAN OF THE NASSAU COUNTY BOARD OF COMMISSIONERS
P.O. Box 1010, Fernandina Beach, Florida 32035

MICHAEL S. MULLIN, County Attorney, P.O. Box 456, Fernandina Beach, FL 32035

and/or J.M. "CHIP" OXLEY, JR., EX-OFFICIO CLERK, P.O. Box 456, Fernandina Beach, FL 32035

- (d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient, or any Participating Party in this Agreement, in the Application, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient and any Participating Party, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.
- (b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient or any Participating Party shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient or any Participating Party. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- (d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- (f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public

building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

(12) AUDIT REQUIREMENTS.

- (a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (d) The Recipient shall provide the Department with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General. If the contract amount is \$300,000 or more, then the Recipient shall also provide the Department with an annual financial report which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement. The funding for this Agreement was received by the Department as a grant and aid appropriation.
 1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken;
 2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and grant revenue by sponsoring Department and Agreement number.
 3. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

DEPARTMENT OF COMMUNITY AFFAIRS
Attn: Mark Nixon, Room 260D
SMALL CITIES CDBG PROGRAM
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
- (e) In the event the audit shows that the entire funds, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such noncompliance.
- (f) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

- (g) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall be either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.
- (h) The audit is due seven months after the end of the fiscal year of Recipient.
- (i) An audit performed by the State Auditor General shall be deemed to satisfy the above audit requirements.

(13) SUBCONTRACTS.

- (a) If the Recipient subcontracts with a subrecipient as defined in 24 C.F.R. Part 570 any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within ten (10) days after execution of that subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (b) The Recipient will monitor the activities of any subrecipient pursuant to the requirements in 24 CFR Part 570 and HUD Handbook, "Managing CDBG, A Guidebook for Subrecipients Oversight," dated August 1993.

(14) TERMS AND CONDITIONS. The Agreement contains all the terms and conditions agreed upon by the parties.

(15) ATTACHMENTS.

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement has the following attachments:

Attachment A - Budget and Scope of Work	Attachment E - Statement of Assurances
Attachment B - Program Statutes & Regulations	Attachment F - Property Management & Procurement
Attachment C - Record Keeping	Attachment G - Special Conditions
Attachment D - Copyright, Patent and Trademark	

(16) FUNDING/CONSIDERATION.

- (a) The funding for this Agreement shall not exceed \$570,000.00, subject to the availability of funds.
- (b) Any advanced payment under this Agreement is subject to s. 216.181(15), Fla. Stat. The amount which may be advanced is subject to Rule Chapter 9B-43, Fla. Admin. Code, 24 C.F.R. Part 85, 24 C.F.R. Part 570, Federal OMB Circular A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
- (c) All funds shall be requested on forms provided by the Department for that purpose.

(17) STANDARD CONDITIONS. The Recipient agrees to be bound by the following standard conditions:

- (a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat.
- (b) If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.
- (c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with s. 112.061, Fla. Stat.
- (e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Contractor/Recipient in conjunction with the Agreement.
- (f) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(18) LOBBYING PROHIBITION. No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency. The Recipient certifies, by signature to this Agreement, that to the best of his or her knowledge and belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(19) COPYRIGHT, PATENT AND TRADEMARK. If applicable to this Agreement, refer to Attachment D for terms and conditions relating to copyrights, patents and trademarks.

(20) LEGAL AUTHORIZATION. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(21) ASSURANCES. The Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(22) VENDOR PAYMENTS. Pursuant to Section 215.422, Fla. Stat., the Department shall issue reimbursement payments to Recipients within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1), Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant. Vendors experiencing problems obtaining timely payment(s) from a state Department may receive assistance by contacting the Vendor Ombudsman at (904) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:

By: Marianne Marshall
Signature

Name and Title:

Marianne Marshall, Chairman
Board of County Commissioners

Date: May 21, 2001

Federal Employer I.D. 59-1863042

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS:**

By: _____
Signature

Name and Title:

Joseph F. Myers, Acting Director
Division of Housing and Community Development

Date: _____

ATTEST:

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

Approved as to form by the
Nassau County Attorney

Michael S. Mullin
Michael S. Mullin

ATTACHMENT B

PROGRAM STATUTES AND REGULATIONS

A. This Agreement and the CDBG Program are governed by the following statutes and regulations:

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570
2. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.
3. Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.
5. Title I of the Housing and Community Development Act of 1974, as amended
6. Treasury Circular 1075 regarding drawdown of CDBG funds
7. Sections 290.0401-290.049, F.S.
8. Rule Chapter 9B-43, Fla. Admin. Code.
9. Department of Community Affairs Technical Memorandums
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program
11. Single Audit Act of 1984

B. Additional program provisions governing this Agreement are:

- (1) The Recipient agrees that future changes in applicable laws, rules, and regulations governing the Federal and local CDBG program are applicable to this Agreement on their effective dates, or in the case of Fla. Admin. Code, Rule Chapter 9B-43, upon dissemination by the Department of a Technical Memorandum so advising recipients. Failure of the Recipient to acknowledge receipt shall not invalidate this provision.
- (2) The Department shall review the Recipient's performance periodically to determine whether the Recipient has substantially completed its program as described in the approved Application and this Agreement in accordance and compliance with the requirements of s. 290.041-290.049, Fla. Stat., as amended, Fla. Admin. Code, Rule Chapter 9B-43, as amended from time to time, and other applicable state and federal laws and regulations. Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon written request by the Recipient and/or upon a determination by the Department of Recipient need.
- (3) The Recipient shall allow the Department to carry out monitoring, evaluation, and technical assistance and shall assure the cooperation of its employees, subrecipients and subcontractors during such activities.
- (4) If at any time after the effective date of this Agreement, the Department determines that an activity to be funded is not eligible pursuant to Fla. Admin. Code, Rule Chapter 9B-43, 24 C.F.R. Part 570 or any subsequent federal regulation which supersedes it, the Department may unilaterally amend this Agreement to delete the ineligible activity and deobligate any unencumbered funds attributable to the ineligible activity. Any funds expended on an activity subsequently deemed ineligible shall be repaid to the Department within 30 days of receipt of a request from the Department for said repayment, provided that any activities which become ineligible solely as a result of a change in state or federal regulations, shall not result in funds expended prior to the change in regulations having to be repaid to the Department.
- (5) In the event that the Department suspends funding pursuant to the provisions of this Agreement, said suspension shall take effect as of the receipt of the notice of said suspension by the Recipient. Any requests for payment for which the Department has not yet disbursed payment shall be subject to said suspension.
- (6) Should the Recipient fail to enforce the provisions of any promissory note, mortgage, security agreement, or other obligation in any written contract with a beneficiary, contractor, agent, or subrecipient who received payment or benefit from funds disbursed under this Agreement, the Department may, with thirty

days (30) written notice to the Recipient, automatically substitute itself for the Recipient in said written contract for the purpose of enforcing said written contract and may, at its discretion, continue to administer said Participating Party Agreement or written contract.

- (7) The Application as it existed after the completeness period is made a part of this contract by reference.
- (8) If the Recipient has not submitted an audit report in accordance with OMB Circular A-133 within the time frame specified in paragraph 12(h) of this Agreement, a 15-point score reduction will be assessed against any subsequent application received for each failure to timely submit a required audit report pursuant to Fla. Admin. Code, Rule 9B-43.006(6)(a).
- (9) The Recipient, its employees, and agents, shall maintain records and supporting documents as prescribed in 24 C.F.R. Section 570.490(b), "Unit of general local government records"; 24 C.F.R. Section 570.490(c), "Access to records"; Fla. Admin. Code, Rule 9B-43.014(12); and 24 C.F.R. Part 85. These records shall be maintained at a readily accessible site within the jurisdiction and under the jurisdiction's control.
- (10) If the Recipient has not submitted a closeout package as provided in Fla. Admin. Code, Rule 9B-43.006(6)(c), as such rule may be amended from time to time, a 5-point score reduction will be assessed against any subsequent application received.
- (11) Program Income is defined in 24 C.F.R. Section 570.489(e). Pursuant to 24 C.F.R. Section 570.489(e)(2)(ii)(C), program income retained by a Recipient must be substantially disbursed before requesting additional funds from the Department.
- (12) The Recipient must report any program income on hand from this or any other CDBG grant on the semi-annual program income report.
- (13) The Recipient may only retain program income for the purpose of continuing the same activity from which the program income was derived. Any program income retained must be expended prior to the submission of an administrative closeout package. The same activity is defined as, "additional units, identified in the application, of the same eligible activity with the same direct beneficiaries to be undertaken and completed prior to submission of an administrative closeout package." In the housing category, the Recipient may complete additional eligible housing rehabilitation prior to submission of an administrative closeout package if an amendment approving such housing rehabilitation is approved in writing by the Department.
- (14) All Recipient or Subrecipient contracts for which CDBG is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with CDBG funds unless previously approved in writing by the Department consistent with 24 C.F.R. Part 85. All subrecipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event.
- (15) All amendments requiring prior Department approval must be submitted 45 days prior to the end of the contract and must be approved in writing by the Department prior to the Recipient's submission of a closeout package. Any closeout package received prior to the written approval of said amendment is considered void ab initio, and is not considered a closeout package for the purposes of eligibility or potential penalty issues related to closeout.

- (16) Submission of inaccurate information by the Recipient in monitoring report responses; audit or audit finding responses; closeout, program income, or other required reports; or Requests for Funds that result in subsequent official Department action based on that inaccurate information (such as the granting of administrative or final closeout status, releasing funds, or clearing findings) may, at the option of the Department, subject the Recipient to one or more of the following remedies:
 - (a) Revocation of the official Department action(s) predicated on that report or submission, e.g., revocation of closeout status, audit clearance, monitoring report clearance, etc.
 - (b) Such other actions as provided in Fla. Admin. Code, Rule Chapter 9B-43, based on the revocation of any official action taken by the Department which was predicated on the incorrect information.
 - (c) In the case of an administrative closeout status, it would result in the nullification of the eligibility of the Recipient to apply for and receive additional CDBG funding in accordance with Section 290.046(2)(c)(i), Fla. Stat. Such revocation of administrative closeout status would also affect subsequent Department actions made on that basis, and could include the cancellation of any subsequent grant awards and repayment by the Recipient of any grant funds previously expended under the nullified grant contract.
- (17) Funds expended for otherwise eligible activities prior to the effective date of this Agreement, except for those provided for in this contract or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to this Agreement, are ineligible for funding with CDBG funds.
- (18) An administrative closeout package shall contain the submissions detailed in Fla. Admin. Code, Rule 9B-43.014(8) and be dated and executed by the chief elected official or the previously established designee of that chief elected official. Should the closeout package be incomplete, illegible, or unsigned, it will be considered void ab initio and is not considered a closeout package for purposes of eligibility or potential penalty issues related to closeout.
- (19) Pursuant to Fla. Admin. Code, Rule 9B-43.03(25), the minimum score within the fundable range for the application cycle and category in which this Agreement is funded shall be established by the publication and distribution of the Final Ranking After Appeals. Any amendment which would reduce the score below the fundable range shall not be approved by the Department.
- (20) Pursuant to 24 C.F.R. Section 570.489(b), those pre-agreement costs reflected in the grant application as originally submitted that relate to preparation of the grant application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of this contract.
- (21) If the Recipient fails to meet the accomplishments reflected in the application and this contract, penalties shall be assessed against future applications pursuant to Rule 9B-43.006(6), Fla. Admin. Code.
- (22) Any amendment requiring Department prior written approval must be submitted to the Department 45 days prior to the end of the contract or a 15-point penalty shall be assessed against any future grant application pursuant to Rule 9B-43.014(6).
- (23) Any amendment requiring Department prior written approval which impacts a Closeout Package must be received 45 days prior to submission of that closeout package or a 15-point penalty shall be assessed against any future grant application pursuant to Rule 9B-43.014(6).

ATTACHMENT C

RECORD KEEPING

- A. If applicable, Recipient's performance under this Agreement shall be subject to 24 C.F.R. Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments" or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.
- B. All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of Department approval of the final close-out report, whichever is later, with the following exceptions:
1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.
 3. All records relating to real property acquisition shall be retained for three years following final closeout or until the period for retention of relevant displacement records has expired, whichever is appropriate.
 4. Records relating to displaced persons or businesses shall be retained for three years following final closeout or resolution of all claims and litigation, whichever comes last.
- C. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.
- D. The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

ATTACHMENT D

COPYRIGHT, PATENT AND TRADEMARKS

- A. If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- B. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable materials are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby reserved to the State of Florida.
- C. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

ATTACHMENT E

STATEMENT OF ASSURANCES

The Recipient hereby assures and certifies that:

- A. It possesses legal authority to enter into this agreement, and to execute the proposed program.
- B. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the Recipient's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- C. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the Recipient, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Recipient shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.
- D. It has complied with the requirements of the State of Florida Intergovernmental Coordination and Review process and that either:
 - (1) Any comments and recommendations made by or through clearinghouses are attached and have been considered prior to submission of the application; or
 - (2) Required procedures were followed and no comments or recommendations were received prior to submission of the application.
- E. It has facilitated or will facilitate citizen participation by:
 - (1) Providing citizens with an opportunity to participate in the determination of priorities in community development and housing needs;
 - (2) Providing adequate notices for two public hearings; and
 - (3) Holding two hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the signing of the application.
- F. Its chief executive officer or other officer of Recipient approved by the State:
 - (1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CFR 58, which furthers the purposes of NEPA, insofar as the provisions of such Federal law apply to the CDBG Program; and
 - (2) Is authorized and consents on behalf of the Recipient and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

- G. The Community Development program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight. (The requirement for this certification will not preclude the State from approving an application where the Recipient certifies, and the State determines, that all or part of the community development program activities are designed to meet other community development needs having a particular urgency as specifically explained in the application.)
- H. It will comply with the regulations, policies, guidelines and requirements of 24 CFR 85, OMB Circulars A-87, A-110, and A-122 as they relate to the application, acceptance, and use of Federal funds under this document.
- I. It will comply with:
- (1) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR Section 570.605, and State regulations regarding the administration and enforcement of labor standards;
 - (2) The provisions of the Davis-Bacon Act (40 USC 276 a-5) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units) and HUD Handbook 1344, as revised;
 - (3) Contract Work Hours and Safety Standards Act of 1962, 40 USC 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (4) Federal Fair Labor Standards Act, 29 USC s. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- J. It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with 24 CFR 85.
- K. It will comply with:
- (1) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds 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 Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (3) Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

- (4) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the Act;
 - (5) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 and 24 CFR 8;
 - (6) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance;
 - (7) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship; and
 - (8) Executive Order 12898 on environmental justice.
- L. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.
- M. It will:
- (1) Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Section 570.488 and Federal implementing regulations at 49 CFR 24; the requirements in 24 CFR Section 570.488 governing the residential anti-displacement and relocation assistance plan under section 104(d) of the Act (including a certification that the Recipient is following such a plan); the relocation requirements of 24 CFR Section 570.488 governing optional relocation assistance under section 105(a)(11) of the Act; and HUD Handbook 1378, as revised.
 - (2) Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 49 CFR 24 and 24 CFR Section 570.488.
- N. It will:
- (1) Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 49 CFR 24 and 24 CFR Section 570.488;
 - (2) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;

- (3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- (4) Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 49 CFR 24 and 24 CFR Section 570.488.
- O. It will establish safeguards to prohibit employees from using 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 pursuant to s. 112.313 and s.112.3135, Fla., Stat. and 24 CFR Section 570.489.
- P. It will comply with the Anti-kickback (Copeland) Act of 1934, 18 USC s. 874 and 40 USC s. 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- Q. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
- R. It will give the State, HUD and the Comptroller General, through any authorized representatives, access to and the right to examine all records.
- S. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State 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.
- T. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973. Pub. L. 93-234, 87 s. 975, approved December 31, 1973. Section 103(a) required, on and after March 2, 1974, 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.
- U. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "Uniform Federal Accessibility Standards," (UFAS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- V. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470), Executive Order 11593, 24 CFR 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 USC 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (36 CFR Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

W. It will comply with:

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| (1) <i>The National Environmental Policy Act of 1969</i> (42 USC s. 4321 et seq.) & 24 CFR 58 | (13) <i>Noise Abatement & Control: Departmental Policy Implementation Responsibilities & Standards</i> , 24 CFR 51, Subpart B |
| (2) Executive Order 11988, <i>Floodplain Management</i> | (14) <i>Flood Disaster Protection Act of 1973</i> , PL 93-234 |
| (3) Executive Order 11990, <i>Protection of Wetlands</i> | (15) <i>Protection of Historic & Cultural Properties under HUD Programs</i> , 24 CFR 59 |
| (4) <i>The Endangered Species Act of 1973</i> , as amended (16 USC s. 1531 et seq.) | (16) <i>Coastal Zone Management Act of 1972</i> , PL 92-583 |
| (5) <i>The Fish & Wildlife Coordination Act of 1958</i> , as amended, (16 USC s. 661 et seq.) | (17) Executive Order 11593, <i>Protection & Enhancement of the Cultural Environment</i> |
| (6) <i>The Wild & Scenic Rivers Act of 1968</i> , as amended, (16 USC s. 1271 et seq.) | (18) <i>Architectural & Construction Standards</i> |
| (7) <i>The Safe Drinking Water Act of 1974</i> , as amended, (42 USC s. 300f et seq.) | (19) <i>Architectural Barriers Act of 1968</i> , 42 USC 4151 |
| (8) Section 401(f) of the <i>Lead-Based Paint Poisoning Prevention Act</i> , as amended (42 USC s. 4831(b) et seq.) | (20) Executive Order 11296, <i>relating to evaluation of flood hazards</i> |
| (9) <i>The Clean Air Act of 1970</i> , as amended (42 USC s. 7401 et seq.) | (21) Executive Order 11288, <i>relating to the prevention, control & abatement of water pollution</i> |
| (10) <i>The Federal Water Pollution Control Act of 1972</i> , as amended (33 USC s. 1251 et seq.) | (22) <i>Cost-Effective Energy Conservation Standards</i> , 24 CFR 39 |
| (11) <i>The Clean Water Act of 1977</i> (PL 95-217) | (23) <i>Section 8 Existing Housing Quality Standards</i> , 24 CFR 882 |
| (12) <i>The Solid Waste Disposal Act</i> , as amended by the Resource Conservation & Recovery Act of 1975 (42 USC s. 901 et seq.) | (24) <i>Reservoir Salvage Act</i> |
| | (25) <i>Farmland Protection Policy Act of 1981</i> ; and |
| | (26) <i>Coastal Barrier Resources Act of 1982</i> |

(X) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(Y) It will abide by the provisions of s. 116.111, Fla. Stat., pertaining to nepotism in its performance under this agreement.

(Z) The Recipient will include the provisions outlined in s. 287.055 and 287.058, Fla. Stat., when negotiating contracts for services.

(AA) It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with section 519 of Public Law 101-140 of the 1990 HUD Appropriations Act.

(BB) It will comply with Section 319 of PL 101-121, as provided in the "Governmentwide Guidance for New Restrictions on Lobbying; Interim Final Guidance" published in the December 20, 1989 Federal Register, which prohibits recipients of federal contracts or grants from using appropriated funds for lobbying in connection with a grant or contract, and requires that each person who requests or receives a federal contract or grant, and their subrecipients, disclose lobbying undertaken with non-federal funds (See Attachment D).

(CC) It will expend a minimum of 70% of the aggregate of CDBG funds for activities that meet the provisions of 24 CFR Section 570.484(a) for benefitting low and moderate income persons.

(DD) It will comply with Section 102 of the HUD Reform Act of 1989 and with 24 CFR 12.

(EE) It will comply with Department Technical Memorandums relating to the CDBG Program.

(FF) It will comply with HUD Circular Letters appropriate to the Small Cities CDBG Program.

ATTACHMENT F

PROPERTY MANAGEMENT AND PROCUREMENT

- A. The Recipient shall comply with procurement standards prescribed in 24 C.F.R. Section 85.36; Rule 9B-43.014(1), Fla. Admin. Code, as it may be amended from time to time; and relevant state and local laws applicable to the procurement of supplies, equipment, construction, and services.
- B. The Recipient shall comply with uniform standards governing the utilization of property prescribed in 24 C.F.R. Part 85 and in 24 C.F.R. Part 570.

ATTACHMENT G
FFY 2000 SPECIAL CONDITIONS

(1) This Agreement shall be executed by the Nassau County ("the Recipient"), and returned with those items required in paragraph two (2) below to the Department of Community Affairs ("the Department"), at its offices at 2555 Shumard Oak Boulevard, Tallahassee, Florida, 32399-2100, within sixty (60) days (the "60 day period") after receipt, in accordance with Fla. Admin. Code Rule 9B-43.014(10)(a)(3)(f). All time periods in this Agreement refer to calendar days. After receipt by the Department of the signed Agreement and those submissions required in paragraph two (2) below, the Department will execute this Agreement and return an original to the Recipient. Should the required Agreement and the required documentation not be received within the 60 day period, any funding reservation for the application shall expire.

(2) The Recipient must satisfy the following provisions prior to the execution of this Agreement by the Department. The Recipient's failure to timely perform shall cause the funding reservation for this offer to contract to expire:

(A) Submit to the Department detailed Work Plans for each activity to be funded as described in the Application and as defined on Form CDBG-E-3. The Work Plans shall indicate the proposed dates of starting and completing each of the various activities of this Agreement, including but not limited to submitting plans, specifications, and bid documents to the Department (if required); issuing notices to proceed to contractors; at least three intermediate dates for completion of portions of the activities (i.e., 33%, 66%, and 100% completion); and submission of the administrative closeout package. The Department reserves the option of rejecting Work Plans wherein the time frames are not realistic, where proposed funding time frames are at great variance with proposed completion of activities, or where the Work Plans are not sufficient in detail;

(B) Submit to the Department the completed Civil Rights Profile Form (attached) to facilitate the Department's civil rights review;

(C) Submit to the Department documentation of the creation of a separate non-interest bearing checking account ("the CDBG operating account") for the purpose of this grant. Funds will be dispatched by the Department directly to the CDBG operating account. Two copies, with original signatures, of the Signature Authorization Form included with the letter transmitting this Award Agreement shall be returned to the Department. Each individual who is a signatory on the CDBG operating account must be bonded. This condition is waived if the Recipient elects in writing to conduct its grant on a one hundred percent reimbursement basis and so certifies to the Department;

(D) Submit to the Department in acceptable form an initial Form HUD 2880, or its equivalent, pursuant to 24 C.F.R. Part 12;

(E) Submit to the Department in acceptable form the documentation required on Form CDBG-E-11;
and

(F) Submit to the Department any additional documentation referenced in Appendix A to the cover letter that transmitted this Agreement to the Recipient.

(3) Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed Eight Thousand Dollars (\$8,000), but in any case, no later than ninety (90) days from the effective date of this Agreement, the Department shall receive from the Recipient the following, and the Recipient's failure to timely perform will cause this Agreement to expire:

(A) Document compliance with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Parts 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions;

(B) Unless the Recipient has received a letter from the Department approving its procurement policy, the Recipient shall amend the policy to address the Department's review comments and submit to the Department for its approval, a copy of the amended policy, including documentation of adoption; and

(C) Those documents required in paragraph 6 below relating to administrative services.

(4) The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000 and prior to awarding bids or accepting proposals for construction activities, provide to the Department a copy of all engineering specifications, construction plans, and bid documents for all services and/or materials related to those construction activities when the anticipated costs to obtain those services and/or materials are expected to or are budgeted to exceed \$25,000. Further, the Recipient will not award any bids for CDBG funded construction activities until the Recipient has received the Department's written comments on said engineering specifications, construction plans, and bid documents. These submissions are for the limited purpose of identifying the extent of the activities to be accomplished with CDBG funds under this Agreement, and in no way does it indicate that the Department has reviewed or approved the plans or bids.

(5) The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposer procurement action without prior written approval from the Department. Failure to secure the prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.

(6) For each procured and executed professional services contract for which CDBG funding will be requested, or within five (5) days of the execution of any yet to be procured professional services for which CDBG funding will be requested, submit a copy of the following procurement documents:

(A) Public notice of the terms of the request for proposals in a newspaper of regional circulation, including affidavit of publication;

(B) List of entities to whom a notification of the request for proposals was provided by mail or by faxed;

(C) List of firms which submitted a proposal (only if short-listing procedure was used);

(D) Completed short-listing evaluation / ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);

(E) Completed final evaluation / ranking forms;

(F) Portion of commission minutes dealing with contract award;

(G) Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);

(H) Contract (signed or proposed);

(I) Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$60,000;

(J) If a protest was filed, a copy of the protest and documentation of resolution;

(K) A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000;

(L) If a regional planning council or local government is performing the services, submit only a copy of the contract and cost analysis information; and

(M) If a professional services procurement will not be undertaken, so advise the Department.

(7) The Recipient shall not expend any CDBG funds for architectural or engineering services until the Department has received the information required in paragraph 6 above relating to architectural and engineering services.

(8) The Recipient shall enter into a Participating Party Agreement (the "Compass Group, Inc. Participating Party Agreement") with Compass Group, Inc. in accordance with the terms of this Agreement. Said Compass Group, Inc. Participating Party Agreement shall provide in part that Compass Group, Inc. agrees to perform the specific activities described in the Application. Such Compass Group, Inc. Participating Party Agreement shall include at a minimum the following provisions:

(A) That Compass Group, Inc. shall create and satisfactorily document the creation and/or retention of at least Sixty (60) full-time equivalent permanent net new jobs, of which Thirty three (33) full-time equivalent permanent net new jobs are to be made available to members of low or moderate income families as specified in the Application. If more than Sixty (60) full-time equivalent permanent net new jobs are created and/or retained, fifty-one percent (51%) of those jobs shall be made available to members of low and moderate income families. These jobs shall be created and/or retained no later than the termination date of this Agreement, as it may be amended. Documentation shall be the Florida Small Cities CDBG Program Household Income Survey Form or its equivalent for each job created and/or retained. The documentation of the creation and/or retention of these jobs shall be retained by Compass Group, Inc. for a period of three (3) years following the expiration of this Agreement;

(B) That the failure of Compass Group, Inc. to create or cause to be created and/or retained or to satisfactorily document the creation and/or retention of the agreed upon number of jobs to be made available to members of low or moderate income families, or to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Application, shall be an act of default under the Compass Group, Inc. Participating Party Agreement;

(C) That Compass Group, Inc. shall provide or cause to be provided such training to members of families of low and moderate income as may be necessary to equip them with the skills required for them to obtain and retain the jobs to be created and/or retained;

(D) That Compass Group, Inc. expend at a minimum, after the date of the site visit, the amount of leverage referenced on Form CDBG-E4(I)(A) and on Attachment A to this Agreement. The funds are to be expended on land acquisition, and Compass Group, Inc. will furnish documentation of its expenditure. This documentation shall be provided to the Recipient in a form and content satisfactory to the Department that allows accurate ready comparison between expenditures and related activities as defined on Form CDBG-E-4(I)(A). This documentation shall be provided to the Recipient as expenditures occur;

(E) That Compass Group, Inc. shall construct or cause to be constructed one or more buildings which shall accommodate at a minimum the facility described in the Application (the "Compass Group, Inc. Facility"). The land acquisition shall remain titled in the name of Compass Group, Inc. until such time as all requirements in paragraph 7(A) or the requirements of paragraph 7(F) of this Attachment G - Special Conditions, as appropriate, have been satisfied;

(F) In the event that Compass Group, Inc. either sells or leases the "Compass Group, Inc. Facility" or any portion thereof, said Party shall provide in either the deed or leasehold a clause that requires the buyer or leaseholder and successors in interest to create and satisfactorily document the creation and/or retention of at least Sixty (60) full-time equivalent permanent net new jobs, of which Thirty three (33) full-time equivalent permanent net new jobs are to be made available to members of low or moderate income families as specified in the Application.

If more than Sixty (60) full-time equivalent permanent net new jobs are created and/or retained, fifty-one percent (51%) of those jobs shall be made available to members of low and moderate income families. These jobs shall be created and/or retained no later than the termination date of this Agreement, as it may be amended. Documentation shall be the Florida Small Cities CDBG Program Household Income Survey Form or its equivalent for each job created and/or retained. The documentation of the creation and/or retention of these jobs shall be retained by buyer or leaseholder and successors in interest for a period of five (5) years following the expiration of this Agreement, and copies of the documentation shall be provided by the buyer or leaseholder and successors in interest to the Recipient or its agents;

(G) That, if requested by the Recipient, Compass Group, Inc. shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;

(H) That Compass Group, Inc. shall begin construction and furnish to the Recipient evidence of Compass Group, Inc.'s commencement of construction on the Compass Group, Inc. Facility within a time frame to be negotiated between Compass Group, Inc. and the Recipient;

(I) That the Compass Group, Inc. Participating Party Agreement and any amendments thereto, must be approved by the Department as to form and content. The right of approval granted to the Department with respect to changes in the Compass Group, Inc. Participating Party Agreement between the Recipient and Compass Group, Inc. shall survive the term of this Agreement. The Department does not assume any liability or responsibility for the accuracy or enforceability of the Compass Group, Inc. Participating Party Agreement through the exercise of this right of approval;

(J) That any extension of the Award Agreement pursuant to Fla. Admin. Code Rule 9B-43.014 shall act as an extension of the Compass Group, Inc. Participating Party Agreement. Failure of the Recipient to notify Compass Group, Inc. of such an extension shall not invalidate this provision; and

(K) That, if points were claimed for doing so on Form CDBG-E-4(IV)(D), Compass Group, Inc. shall hire at least one WAGES client after the date of the site visit and prior to the Recipient's submission of the administrative closeou

(9) The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG funds. New businesses who would otherwise not be able to locate and existing businesses who are now able to expand or create new jobs because of the availability of infrastructure must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that fifty-one (51%) percent of all new full-time equivalent jobs are taken by or made available to low and moderate income persons. Tracking of said job creation shall continue:

(A) Until cost per job (defined as total grant amount divided by total jobs created or retained) by all Participating Parties no longer exceeds \$10,000, or

(B) Until cost per job (defined as total grant amount divided by total jobs created or retained) by all businesses subsequently creating new jobs as a direct result of the availability of the infrastructure no longer exceeds \$10,000, or

(C) For one year following physical completion of the infrastructure.

(10) The Recipient shall maintain records of the Recipient's and Compass Group, Inc.'s expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity as defined on Attachment A and on the Work Plans required in Paragraph 2(A) of this Attachment G.

(11) The Recipient shall obtain approval from the Department prior to expending CDBG funds for any engineering activities and costs that exceed the Farmers Home Administration (FmHA) Fee Curve plus Preliminary Engineering or are related to Section D to the Farmers Home Administration (FmHA) engineering fee schedule. The Department will not reimburse or fund engineering activities or costs which are not eligible under the FmHA fee schedule and Chapter 93-43, Fla. Admin. Code.

(12) The Department will allow the Recipient to seek reimbursement for preliminary and design engineering expenses incurred prior to the date of the Agreement, but reimbursement will be allowed only for those activities undertaken by the Recipient and expenses incurred by the Recipient after the date of the site visit. No reimbursement will be allowed for any engineering cost that would be approvable as a post-agreement expense for resident inspection (or observation), for any "Section D" expenses, or for expenses incurred for any entity other than the Recipient. Should this agreement not be executed by the Department, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.

(13) The Recipient shall design or cause to be designed and construct or cause to be constructed only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of Compass Group, Inc. in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

(14) If a CDBG funded activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package, and a copy of the certification shall be submitted with the administrative closeout package.

(15) The Recipient, by executing this Agreement, does thereby certify that there is no expectation of program income being generated as a result of this grant. However, should program income be inadvertently generated, it will be returned to the Department within five days of its receipt by the Recipient. Program income is defined in accordance with 24 C.F.R. Part 570.489(e) without regard to any excluded amount.

(16) The Recipient shall provide periodic updates of HUD Form 2880 as required for compliance with 24 C.F.R. Section 12.32, and shall submit a final HUD Form 2880 with the closeout package that is defined and required in Chapter 9B-43, Florida Administrative Code.

(17) The Recipient shall annually undertake an activity to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4). Annually shall be defined as one activity for each year or one-third thereof from the effective date of the contract to the date of submission of the administrative closeout.

(18) Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).

(19) If claimed for points on Form CDBG-E-4(3), the Recipient shall, pursuant to the requirements of Chapter 163, Florida Statutes, adopt an economic development element to its comprehensive plan within twelve (12) months of the Department's execution of this agreement. Failure to locally adopt said element will be cause for the Department to suspend funding until documentation of the adoption has been provided to the Department.

(20) The Recipient shall at a minimum, expend or cause to be expended after the date of the site visit, the amount of leverage, if any, referenced of Form CDBG-E3(l)(B-C) and on Attachment A to this Agreement. The funds are to be expended on the activities identified in the application and on Attachment A to this Agreement.


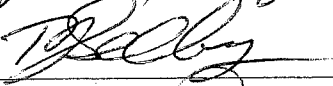

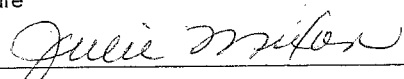

(21) Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended prior to submission of the administrative closeout. Local private, public, grant, loan, or other non-CDBG funds shall be expended concurrently and proportionately with the expenditure of CDBG funds for the same activity. The expenditure of leverage funds shall be documented as if they were CDBG funds. The documentation of the expenditures shall be reviewed by the Department prior to the approval of administrative closeout.

(22) Any payment exceeding fair market value as established through the appraisal process established in HUD handbook 1378 for acquisition of any property, right-of-way, or easement, shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid with CDBG funds.

(23) Funds expended for activities undertaken prior to the effective date of this Agreement are ineligible for reimbursement except those expenses to comply with the requirements of 24 C.F.R. Part 58, those pre-agreement administrative costs included in the application, and those pre-agreement costs referenced in this agreement.

(24) No CDBG funds shall be expended on any line item until such time as Compass Group, Inc. has received all of the permits necessary, that would allow for the eventual hookup of the CDBG funded sewer lines. This requirement is to include any expansion of the privately owned sewage treatment facility, to which the CDBG funded sewer lines and the Compass Group, Inc. facility will eventually connect.

**SIGNATURE AUTHORITY FORM
INDIVIDUALS AUTHORIZED TO SUBMIT REQUESTS FOR PAYMENTS
SUBMIT THREE ORIGINAL COPIES FOR EACH CONTRACT**

Recipient Nassau County		Contract # 01DB-79-04-55-01-E40	
Mailing Address (Street or Post Office Box) Post Office Box 1010			
City, State and Zip Code Fernandina Beach, Florida 32035-1010			
Contact Person J. M. "Chip" Oxley, Jr.		Telephone # (904) 321-5800	
Requests for funds from the Florida Small Cities CDBG Program (Department of Community Affairs) require (check one) <input type="checkbox"/> one signature <input type="checkbox"/> two signatures of individuals authorized below.			
Typed Name J. M. "Chip" Oxley, Jr. Ex-Officio Clerk		Date 6/4/01	Signature 
Typed Name Ted Selby Financial Services Department Head		Date 6/11/01	Signature 
Typed Name Mary N. Potochnik Financial Services Supervisor		Date 6/4/01	Signature 
Typed Name Julie Mixon Financial Services Supervisor		Date 6/11/01	Signature 
A non-interest bearing account has been established at the financial institution (insured by the FDIC) listed below for the deposit of CDBG funds. In the case of an escrow account, the account is interest bearing. All signatures on this account must be bonded.			
Name of Financial Institution First Union National Bank		Account Number 2137476732666	
Street Address or Post Office Box 1860 South 8th Street		Telephone Number (904) 277-1930	
City, State and Zip Code Fernandina Beach, FL 32034			
For local governments receiving Electronic Fund Transfer (EFT), please identify the person to which notification of the deposit should be directed. Please note that if your local government is currently receiving EFT for any State funds, CDBG payments will also be made in this manner to your local government's general account. Complete this section only if your local government is receiving EFT.			
Mailing Address (Street or Post Office Box) Post Office Box 4000			
City, State, Zip Code Fernandina Beach, Florida 32035-4000			
Contact Person Finance Division			
I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign requests for funds from the Small Cities Community Development Block Grant.			
Typed Name Marianne Marshall Chairman, Nassau County Board of Commissioners		Date 6/11/01	Signature 

APPLICANT/GRANTEE/RECIPIENT DISCLOSURE CERTIFICATION

See attached instructions.

PART I. APPLICANT/GRANTEE/RECIPIENT INFORMATION

Indicate whether this is an Initial Report or and Update Report

A. Applicant/Grantee Name, Address, and Telephone (include area code)

Nassau County (904) 321-5782
 P. O. Box 1010
 Fernandina Beach, FL 32034

B. Participating Party Name, Address, and Telephone (include area code) (for economic development component only)

Compass Group
 1890 S. 14th St. Bldg. 100, Suite 102
 Amelia Island, FL 32034

C. Project Location Address

within the corporate limits of Nassau County on A1A on the south side just after crossing the intercoastal waterway

D. Type of Assistance Requested/Provided

Amount of Assistance Requested/Provided

State of FL Small Cities CDBG

Requested 750,000/Provided 570,000

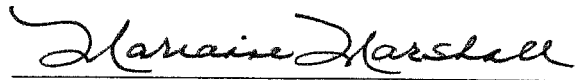
PART II. THRESHOLD DETERMINATION (Applicant/Grantee only)

Have you received, or can you reasonably expect to receive (including this CDBG contract), an aggregate amount of CDBG funds in excess of \$200,000 for the time period July 1, 2000 to June 30, 2001. Yes No

If "yes", Parts III through V must also be completed.

All applicants must certify that the information provided is true by signing below.

Nassau County
 Printed Name of Applicant/Grantee/Recipient


 Signature of Chief Elected Official

June 11, 2001
 Date

Chairman, Board of County Commissioners
 Printed Name and Title of Chief Elected Official



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

Nick Deonas
David C. Howard
Vickie Samus
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

May 31, 2001

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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Spence Nabors
Jordan & Associates
4611-3 U.S. Highway 17
Orange Park, FL 32002

RE: Gateway to Amelia CDBG

Dear Spence:

This will acknowledge receipt this date of the amended Participating Parties Agreement, and I note that the language has been changed to reflect what we discussed with you via telephone on May 24, 2001.

I will provide copies to Mr. Oxley, Mr. Gossett, and Mr. D'Amato and ask that they comment as soon as possible. I still anticipate that this will be considered by the Board at their June 11, 2001, meeting.

Sincerely yours,

MICHAEL S. MULLIN

MSM/am

Cc: Ron Flick
J. M. "Chip" Oxley, Jr. (w/encl.)
Walt Gossett (w/encl.)
Jack D'Amato (w/encl.)

f5/gateway-nabors-may31

Community Development Block Grant
Participating Parties Agreement

This Participating Parties Agreement (hereinafter referred to as "Agreement"), is made this 11th day of June, 2001, by and between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and **COMPASS GROUP, INC.**, a Florida corporation, (hereinafter referred to as "Compass").

WITNESSETH

WHEREAS, the County is applying for Small Cities Community Development Block Grant ("CDBG") funds from the State of Florida Department of Community Affairs ("DCA"); and

WHEREAS, Compass will develop Gateway to Amelia complex within the corporate limits of Nassau County; and

WHEREAS, upon completion of this complex, it will create 60 new employment positions of which 33 will be low and moderate income jobs; and

WHEREAS, the County is desirous of promoting such employment for low to moderate income persons and recognizes that construction of this complex is desirable to the County; and

WHEREAS, there are no water or sewer facilities available to the proposed site; and

WHEREAS, the County is committed to providing water and sewer funding through CDBG funds; and

WHEREAS, the proposed infrastructure improvements include approximately 6,000 LF of water main, approximately 2,500 LF of sewer; and

WHEREAS, there are certain street improvements and associated drainage in conjunction with the development of Gateway to Amelia; and

WHEREAS, the County is committed to providing street improvements for the development of Gateway to Amelia; and

WHEREAS, the proposed infrastructure improvements will include 2,290 LF of street improvements and the associated drainage; and

WHEREAS, it is critical to the construction of the complex that the proposed infrastructure improvements be installed;

WHEREAS, the County intends to use CDBG funds to provide construction of the above-referenced infrastructure improvements; and

WHEREAS, DCA has imposed certain conditions and circumstances which are set forth herein for the receipt and use of CDBG funds; and

WHEREAS, it is necessary that there be certain agreements and understandings between the County and Compass with respect to Compass' duties and responsibilities; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and representations given between the parties, one to the other, and other good and valuable consideration as herein provided, the parties and each of them agree as follows:

Obligations of the County

The County shall construct the infrastructure improvements described herein, including offsite roadway improvements, caused by said development, and associated drainage, approximately 6,000 LF of water main, approximately 2,500 LF of sewer using CDBG funds, and thereby provide central water and sewer services to the Compass site.

Obligations of Compass

- (1) Compass shall develop the Gateway to Amelia to provide facilities for two restaurants and a hotel to create and satisfactorily document the creation of at least 60 full-time equivalent permanent net new jobs, of which 33 full-time equivalent permanent net new jobs are to be made available to members of low or moderate income families as specified in the Application. If more than 60 full-time equivalent permanent net new jobs are created and/or retained, fifty-one percent (51%) of all permanent net new jobs on an aggregate basis shall be made available to members of low and moderate income families. These jobs shall be created and or retained no later than the termination date of this Agreement, as it may be amended. Documentation shall be the Florida Small Cities CDBG Program Household Income Survey Form for each job created and/or retained. The requirement for documentation of the creation and or retention of these jobs shall survive the term of this Agreement.
- (2) Failure of Compass to construct facilities to create or cause to be created and/or retained or to satisfactorily document the creation and/or retention of the agreed upon number of jobs to be made available to members of low or moderate income families, or to expend or satisfactorily document the expenditure of the full amount of equity dollars agreed upon in the Application, shall be an act of default under the Compass Participating Party Agreement.
- (3) Except as may be otherwise required or limited by law, Compass shall provide or cause to be provided such training to members of families of low and moderate income as may equip them with the skills required for them to obtain and retain the jobs to be created and/or retained.
- (4) Compass shall expend, prior to or during the term of this Agreement, a minimum of

Participating Party Agreement
Page Three

\$1,500,000 (One Million Five Hundred Thousand Dollars), on building construction, capital equipment, and fixtures for private leverage, and furnish documentation of its expenditures as claimed for leverage points in the Application, the Program Budget and Scope of Work, and the Work Plans. The County shall require that each Participating Party certify to the total project costs expended during the term of the grant as reflected on Form CDBG-E-3 of the Application. This documentation shall be provided to the County in a Participating Party Agreement form and content satisfactory to the Department that allows accurate ready comparison between expenditures and related activities as defined on Form CDBG-E-3. This documentation shall be provided to the County as expenditures occur.

(5) Compass shall construct or cause to be constructed one or more buildings which shall accommodate at a minimum the complex described in the Application (two restaurants/one hotel). The buildings, equipment, furniture, and fixtures shall remain titled in the name of Compass or its affiliate under common control until such time as all requirements in paragraph 4 of this Agreement have been satisfied.

(6) If requested by the County, Compass shall provide to the County or its agents such reasonable information concerning the project as the County may reasonably require.

(7) Compass shall begin construction and furnish to the County evidence of Compass commencement of construction on the complex within a time frame to be negotiated between Compass and the County;

(8) Compass shall connect to CDBG funded water lines and sewer lines within thirty (30) days of the acceptance of the water lines and sewer lines for the purpose of ownership and maintenance by the appropriate utility.

(9) Compass shall permit the State of Florida Department of Community Affairs (or its agents) to furnish or cause to be furnished to the County the total number of persons employed by the complex on the date of the execution of the Participating Party Agreement by name, job title, date hired, race ethnicity, gender and handicapped status. However, nothing herein shall be construed as requiring Compass to violate any laws or lawful hiring practices.

(10) Compass shall, at its own expense, maintain builder's risk and fire and casualty insurance with respect to the material used and to be used on the complex, and, upon completion, with respect to the buildings and contents in the greater of its full replacement cost or \$1,500,000.

INDEMNIFICATION

Compass agrees to hold harmless the County for any damages or project delays, unless unreasonably caused by arbitrariness or capriciousness, for interruptions incurred by Compass which are related to the construction of the infrastructure described herein and the provision of water and sewer services and hereby waives all claims against the County relating to such damages, interruptions or delays, except as may be caused by arbitrariness or capriciousness.

TERM OF AGREEMENT

The term of this agreement shall be from the effective date hereof and shall continue until all performance and obligations have been completed and fully complied with as required hereunder.

EXTENSION OF AWARD AGREEMENT

Any extension of the Award Agreement pursuant to Fla. Admin. Code Rule 9B-43.014 shall act as an extension of the Compass Participating Party Agreement. Failure of the County to notify Compass of such an extension shall not invalidate this provision.

EFFECTIVE LAW

This agreement shall be construed under the laws of the State of Florida, and performance is agreed to be in Nassau County, Florida.

SEVERABILITY

The provisions of this agreement are severable. If any part of this agreement is declared invalid or unconstitutional, such declaration shall not affect the party which remains.

NOTICES

All notices to be given hereunder shall be given by certified mail, return receipt requested, addressed to the respective parties at the following address, or to such other address or addresses as may from time to time be designated in a notice given for that purpose:

COMPASS GROUP, INC.:	1890 S. 14 th St. Building 100, Suite #102 Amelia Island, FL 32034
COUNTY:	Ted Selby Nassau County P.O. Box 456 Fernandina Beach, FL 32035-0456

BINDING EFFECT

This agreement shall bind the heirs, successors and assigns of the parties hereto.

NO WAIVER

The waiver of any breach of the provision of this agreement by Compass or the County shall not constitute waiver or waiver of any subsequent breach by Compass or the County either of the same or of another provision of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSES:

COMPASS GROUP, INC.

Print Name:

By: _____

Print Name and Title:

Print Name:

State of Florida
County of Nassau

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, who is personally known to me, who is the _____ of Compass Group, Inc., a Florida Corporation, who acknowledged that he executed the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

My Commission Expires:

Notary Public Signature

COUNTY OF NASSAU

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




MARIANNE MARSHALL

Its: Chairman

ATTEST:

J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

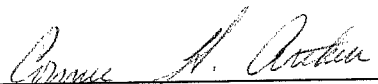
Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Marianne Marshall, who is personally known to me and, who is Chairman of the Board of County Commissioners, of Nassau County, a municipal corporation in the State of Florida, who separately acknowledged that she executed the same freely and voluntarily under authority duly vested in them and that the seal affixed thereto is the true seal of Nassau County.

My Commission Expires: 12/19/03



Notary Public Signature



*Followup
6/20/01*

May 21, 2001

Meeting in conference room regarding Gateway to Amelia's CDBG.

Those attending: From Jordan & Associates, Barbara Jordan and Spence Nabors, J. M. "Chip" Oxley, Jr., Jack D'Amato, Mike Mullin, and Ron Flick from Compass Group.

Mr. Mullin discussed the fact that he had received a response from DCA regarding the procurement policy. Mr. Mullin stated that he would bring this up at the Board's meeting tonight in order to set this for a public hearing, probably on June 18, 2001. Ms. Jordan stated that she was sure that this was outside the sixty (60) day time frame from DCA. Ms. Jordan will provide a letter for the Chairman's signature requesting an extension. Mr. Mullin stated that he would request that the Board authorize the Chairman to execute any and all documents regarding this Grant, after examination by he and the Clerk, that are ministerial in nature (no financial, no commitments on the Board's part) for the life of the Grant.

Ms. Jordan stated that she would be providing the Participating Party Agreement to Mr. Mullin this week with a copy to Mr. Flick. Ms. Jordan indicated that changes should be minimal, and she will meet with Mr. Mullin, if necessary, and Mr. Flick's attorney.

Ms. Jordan asked who the contact person would be for the County. Mr. Oxley stated that, with the Board's approval, he thought all financial matters should be referred to Ted Selby, his internal auditor, and all construction/site matters should be referred to Mr. D'Amato.

As to the other required forms, they should be prepared by:

Signature Authorization form - Mr. Oxley
HUD 2880 - Jordan & Asso.
Civil Rights form - Jordan & Asso.
Work plans - Jordan & Asso.
Request for Funds - signatures - 3 originals - Mr. Oxley
(However, Ms. Jordan will be the contact person on this)
Participating Party Agreement - Jordan & Asso.
Environmental review (HUD Format II) - Jordan & Asso.

*Due
6/18
app. mark 6/15*

Mr. Mullin and Mr. Oxley questioned who would be monitoring the contractor as to payroll certifications as to compliance with Federal Acts (Davis/Bacon Act, specifically). Ms. Jordan stated that Jordan & Associates would be doing the payroll monitoring.

Ms. Jordan asked Mr. Oxley for permission to keep all original documents in their office until the end of the Grant with copies to Mr. Oxley, at that time, she would provide the originals to Mr. Oxley and take the copies for her files. Mr. Oxley stated that that was satisfactory to him.

Mr. Oxley asked that Jordan & Asso. Get with Mr. Selby in order to work out procedures between the two offices.

Ms. Jordan asked if the environmental review and the Participating Parties Agreement could be placed on the Board's June 11, 2001, agenda. Mr. Mullin stated that he would not be attending that meeting, and asked if the documents would be provided to him the preceding week for his perusal.

Ms. Jordan requested a meeting with Mr. Oxley and Mr. Selby for the afternoon of June 12, 2001, in order to go through all the documents for Jordan & Asso. to transmit to DCA.

Jordan and Asso. will provided copies of all documents to Mr. Gossett's office by June 1 for inclusion in the Board's packets for June 11, 2001.

At the request of the County Attorney, it was moved by Commissioner Deonas, seconded by Commissioner Howard and unanimously carried to authorize the Chairman, County Attorney, and/or Clerk to sign documents related to the Gateway to Amelia CDBG that are ministerial only, no commitments or financial commitments; and authorize the Chairman to sign the Award Agreement (Contract No. 01DB-79-04-55-01-E40) between the Florida Department of Community Affairs and Nassau County.

At the Board's request Mr. Gossett reviewed the Local Mitigation Strategy (LMS) to identify a program that would meet the requirements of the Coastal Impact Assistance Program. Upon his recommendation, it was moved by Commissioner Howard, seconded by Commissioner Deonas and unanimously carried to utilize the award funds from the Coastal Impact Assistance Program and pursue Project 11, development and implementation of a dune management, restoration and protection program. Mr. Gossett noted the program would be a joint effort between the City of Fernandina Beach and Nassau County Public Works and Recreation Departments. It was then moved by Commissioner Howard, seconded by Commissioner Vanzant and unanimously carried to appoint the Building Maintenance Director as the Project Director and work with the City's Recreation