



*Gateway  
Amelia*

STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

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

JEB BUSH  
Governor

STEVEN M. SEIBERT  
Secretary

JUN 25 2001

The Honorable Marianne Marshall  
Chairman, Nassau County Board  
of County Commissioners  
Post Office Box 1010  
Fernandina Beach, Florida 32035-1010

Re: Florida Small Cities Community Development Block Grant (CDBG)  
Contract Number 01DB-79-04-55-01-E40

Dear Commissioner Marshall:

We are pleased to return your executed CDBG Award Agreement with the Department of Community Affairs (DCA). This agreement *must be retained in your official CDBG files and made available for public review upon request.* Please note the following instructions before beginning your project:

- ▶ Enclosed is a copy of a technical memorandum on PROCUREMENT OF PROFESSIONAL SERVICES IN THE ADMINISTRATION OF THE CDBG PROGRAM, dated February 27, 1990. Follow this procedure to *avoid problems in contracting for professional services.* Procurement of professional services will be monitored in the future and, should a violation be detected, may result in questioned costs or the need to repeat the procurement process.
- ▶ **Do not incur or obligate more than \$8,000 in expenses until you complete an environmental review of the project and receive a release of funds notice from the Department.** You *may incur up to \$8,000 in administrative costs* to cover the environmental review and other start-up activities.
- ▶ Your contract contains performance-related **special conditions** (Attachment G) that must be met before funds for construction may be drawn. *Review your contract immediately and begin the process of meeting any special conditions.*
- ▶ Enclosed are copies of a Request for Funds Form and Minority Business Enterprise Report (with instructions). Use these forms to request payment on your contract and to report contractual activities. *The Department cannot process a request for an amount less than \$5,000 (unless it is the final payment).*

We look forward to working with you and will provide technical assistance upon request. If you have questions about your grant, please contact the DCA staff member responsible for monitoring your grant or Mr. Rick Stauts, Planning Manager, at (850) 487-3644.

Sincerely,

*Shirley W. Collins*  
Shirley W. Collins, Acting Director  
Division of Housing and Community Development

SWC/cm  
Enclosures

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) 411-9969

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

## 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 close-out 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 close-out 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 NASSAU COUNTY BOARD OF COUNTY 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: NASSAU COUNTY, FLORIDA**

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: Shirley W. Collins  
Signature

Name and Title:  
for Joseph F. Myers, Acting Director  
Shirley W. Collins  
Division of Housing and Community Development

Date: 6/21/01

**ATTEST:**

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

Approved as to form by the  
Nassau County Attorney:  
Michael E. Mullin  
Michael E. 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

- (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. 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)(iii)(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 or termination is 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:

- |   |   |
|---|---|
| (1) <i>The National Environmental Policy Act of 1969</i> (42 USC s. 4321 et seq.) & 24 CFR 58                                     | (13) <i>Noise Abatement &amp; Control: Departmental Policy Implementation Responsibilities &amp; 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 &amp; 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 &amp; Wildlife Coordination Act of 1958</i> , as amended, (16 USC s. 661et seq.)                                  | (17) Executive Order 11593, <i>Protection &amp; Enhancement of the Cultural Environment</i>   |
| (6) <i>The Wild &amp; Scenic Rivers Act of 1968</i> , as amended, (16 USC s. 1271 et seq.)  | (18) <i>Architectural &amp; 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 &amp; 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; 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(V)(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(I)(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.

DEPARTMENT OF COMMUNITY AFFAIRS  
SMALL CITIES CDBG PROGRAM  
ACTIVITY WORK PLANS

RECIPIENT Nassau County

DATE PREPARED June 13, 2001

CONTRACT NO. 01DB-79-04-55-01-E40

ACTIVITY BUDGET \$ 170,000.00  
(for this activity only)

Activity		Number of Proposed Beneficiaries			Proposed Activity Units	
Name <u>Sewer Facilities</u>					<u>2,500</u>	<u>LF</u>
Number <u>04b</u>					No. of Units	Type of Units
Service Area # <u>N/A</u>		<u>60</u>	<u>33</u>	<u>    </u>		
		Total	LMI	VLI		
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"			# of Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
06/01	07/01	Submit Request for Release of Funds and Environmental Conditions				
06/01	07/01	Submit documentation to clear Special Condition Numbers ____				
		Submit documentation to clear Special Condition Numbers ____				
		Professional Services Contract				
		Survey & Preliminary Design				
		Final Design & Permits				
07/01	08/01	Bid Advertisement & Award				
08/01	09/01	Construction 33% - Admin. & Observation			833 LF	51,000
09/01	10/01	Construction 66% - Admin. & Observation			833 LF	51,000
10/01	11/01	Construction 100% - Admin. & Observation			834 LF	51,000
11/01	12/01	Construction Closeout				17,000
08/02	11/02	Submit Administrative Closeout				

ACTIVITY BUDGET TOTAL \$ 170,000.00

(must equal Activity Budget in the heading of this form)

DEPARTMENT OF COMMUNITY AFFAIRS  
SMALL CITIES CDBG PROGRAM  
ACTIVITY WORK PLANS

RECIPIENT Nassau County

DATE PREPARED June 13, 2001

CONTRACT NO. 01DB-79-04-55-01-E40

ACTIVITY BUDGET \$ 250,000.00  
(for this activity only)

<b>Activity</b>  Name <u>Water Facilities</u> Number <u>04a</u> Service Area # <u>N/A</u>	<b>Number of Proposed Beneficiaries</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">60</td> <td style="text-align: center; border-bottom: 1px solid black;">33</td> <td style="text-align: center; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;"><b>Total</b></td> <td style="text-align: center;"><b>LMI</b></td> <td style="text-align: center;"><b>VLI</b></td> </tr> </table>	60	33		<b>Total</b>	<b>LMI</b>	<b>VLI</b>	<b>Proposed Activity Units</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">5900</td> <td style="text-align: center; border-bottom: 1px solid black;">LF</td> </tr> <tr> <td style="text-align: center;"><b>No. of Units</b></td> <td style="text-align: center;"><b>Type of Units</b></td> </tr> </table>	5900	LF	<b>No. of Units</b>	<b>Type of Units</b>
60	33											
<b>Total</b>	<b>LMI</b>	<b>VLI</b>										
5900	LF											
<b>No. of Units</b>	<b>Type of Units</b>											

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"	# of Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
06/01	07/01	Submit Request for Release of Funds and Environmental Conditions		
06/01	07/01	Submit documentation to clear Special Condition Numbers ____		
		Submit documentation to clear Special Condition Numbers ____		
		Professional Services Contract		
		Survey & Preliminary Design		
		Final Design & Permits		
07/01	08/01	Bid Advertisement & Award		
08/01	09/01	Construction 33% - Admin. & Observation	1977 LF	75,000
09/01	10/01	Construction 66% - Admin. & Observation	1977 LF	75,000
10/01	11/01	Construction 100% - Admin. & Observation	1946 LF	75,000
11/01	12/01	Construction Closeout		25,000
08/02	11/02	Submit Administrative Closeout		

ACTIVITY BUDGET TOTAL \$ 250,000.00

(must equal Activity Budget in the heading of this form)

DEPARTMENT OF COMMUNITY AFFAIRS  
SMALL CITIES CDBG PROGRAM  
ACTIVITY WORK PLANS

RECIPIENT Nassau County

DATE PREPARED June 13, 2001

CONTRACT NO. 01DB-79-04-55-01-E40

ACTIVITY BUDGET \$ 150,000.00  
(for this activity only)

Activity	Number of Proposed Beneficiaries			Proposed Activity Units	
Name <u>Street Improvements</u>				<u>2,290</u>	<u>LF</u>
Number <u>005</u>				No. of Units	Type of Units
Service Area # <u>N/A</u>	<u>60</u>	<u>33</u>	<u>    </u>		
	Total	LMI	VLI		

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"	# of Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
06/01	07/01	Submit Request for Release of Funds and Environmental Conditions		
06/01	07/01	Submit documentation to clear Special Condition Numbers ____		
		Submit documentation to clear Special Condition Numbers ____		
		Professional Services Contract		
		Survey & Preliminary Design		
		Final Design & Permits		
07/01	08/01	Bid Advertisement & Award		
08/01	09/01	Construction 33% - Admin. & Observation	763 LF	45,000
09/01	10/01	Construction 66% - Admin. & Observation	763 LF	45,000
10/01	11/01	Construction 100% - Admin. & Observation	764 LF	45,000
11/01	12/01	Construction Closeout		15,000
08/02	11/02	Submit Administrative Closeout		

ACTIVITY BUDGET TOTAL \$ 150,000.00

(must equal Activity Budget in the heading of this form)

**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
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Mailing Address (Street or Post Office Box) Post Office Box 1010
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City, State and Zip Code Fernandina Beach, Florida 32035-1010
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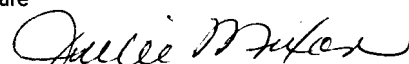
Contact Person J. M. "Chip" Oxley, Jr.	Telephone # (904) 321-5800
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Requests for funds from the Florida Small Cities CDBG Program (Department of Community Affairs) require (check one)  **one signature** [  **two signatures** of individuals authorized below.

Typed Name J. M. "Chip" Oxley, Jr. Ex-Officio Clerk	Date 6/4/01	Signature 
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Typed Name Ted Selby Financial Services Department Head	Date 6/4/01	Signature 
---	----------------	---

Typed Name Mary N. Potochnik Financial Services Supervisor	Date 6/4/01	Signature 
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Typed Name Julie Mixon Financial Services Supervisor	Date 6/4/01	Signature 
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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
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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 6/4/01	Signature 
---	----------------	---





STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399

BOB MARTINEZ  
Governor

THOMAS G. PELHAM  
Secretary

February 27, 1990

Memo No: HCD:CDBG6-90-1

MEMORANDUM

TO: All Small Cities Community Development Block Grant  
Eligible Communities, Regional Planning Councils  
and Other Interested Parties

FROM: Lewis O. Burnside, Jr., <sup>LB</sup> Director  
Division of Housing and Community Development

SUBJECT: LOCAL PROCUREMENT OF PROFESSIONAL SERVICES IN THE  
ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) PROGRAMS

I. Introduction and Purpose

Many questions have been raised recently concerning CDBG procurement procedures. There appears to be a lack of adequate local procurement practices, and in some instances, use of questionable procedures in selecting professional services for grant preparation and the administration of CDBG programs. This memorandum is an attempt to address this situation and assure that maximum open and free competition is achieved through sound procurement practices.

This memorandum does not supercede or replace any applicable federal and state laws and regulations. However, this memorandum will provide general guidance regarding the implementation of these laws and regulations. All local government officials, grant administrators, planning councils, consultants and others with designated responsibility for the administration of CDBG award contracts remain responsible for ensuring compliance with all applicable federal and state laws and regulations. Such laws and regulations include but are not limited to the following:  
OMB Circular A-102, Attachment O; 24 CFR Part 85 Section 85.36;

B. Selection Procedures

To avoid violations of federal regulations contained in 24 CFR Section 85.36 and OMB Circular A-102, Attachment O, and policy memoranda issued by HUD, recipients should follow these guidelines:

- place advertisements for proposals in more than just a single local newspaper;
- do not use familiarity with a particular Target Area or a particular local jurisdiction as a selection factor;
- assure that more than one potential bidder can meet all of the selection factors;
- be sure of a clear connection between the selection factors and the work to be accomplished;
- do not use "past CDBG performance as determined by DCA" as a selection factor;
- consider the ability of potential bidders to become familiar with the locality in a short time and familiarity with the CDBG program;
- assure that contracts are only awarded to contractors with sufficient capacity to complete the award contract.

Sufficient records must be maintained to support the basis for:

- the selected method of procurement;
- the selection of contract type;
- the contractor selection or rejection;
- the selected contractor price.

C. Determining Pricing

Fair and reasonable profits should be permitted for professional services under 24 CFR s. 85.36; however, a cost or price analysis must be included in all proposals which supports

- (b) a separate professional services contract must be executed between the local government and the consultant for each particular CDBG program.
- (c) those types of services having a relatively undefined scope, such as program management or administration, and those services of a more defined scope, such as engineering or architectural design, must be separated from each other into individual contracts; and
- (d) each services contract must identify by program number and individual project the grant to which it is applicable.

E. Program Administration

In addition, OMB Circular A-102, Attachment O establishes that a general conflict exists where a local government awards a multi-service contract to a firm to administer its CDBG program, while at the same time the same firm is to provide a service, such as engineering, where the administrator must oversee and approve its own work. In such cases, the services of an independent third party should be obtained to provide the necessary oversight and approvals.

The local government's recordkeeping and financial management system should be maintained locally so that the local government has control and accountability of all CDBG funds.

III. Conclusion

The possible lack of competition in the procurement of professional services for the administration of CDBG programs appears to be inconsistent with the procurement standards required by state and federal regulations. The policies set forth in this memorandum should be implemented immediately to ensure conformance upon receipt of CDBG funds beginning with FFY 1989.

Thank you for your attention and cooperation in this matter. If you have any questions or require additional information, you may write to Ms. Wanda A. Jones, Planning Manager, Department of Community Affairs, 2740 Centerview Drive, Tallahassee, Florida 32399-2100 or you may contact Ms. Jones at (904) 487-3644.

LOB/wjf

DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM  
REQUEST FOR FUNDS INSTRUCTIONS

Follow these instructions when preparing a Request for Funds. The RFF form must be typed, verified and bear original signature.

- 1) RECIPIENT name as it appears in award agreement.
- 2) CONTRACT NUMBER from first page of award agreement.
- 3) GRANT EXPIRATION DATE: Ending date of contract
- 4) REQUEST FOR FUNDS #: Requests should be consecutively numbered, starting with 1. If a RFF is revised and resubmitted, the same number should be listed on the corrected RFF.
- 5) REPORTING PERIOD: FROM date is the beginning date of the period in which costs were incurred for which RFF is being submitted (or one day after the TO date in the previously submitted RFF). TO date is the last date for which costs were incurred that are being requested in the RFF. Authorized person(s) may sign the form on or after the last date of the reporting period.
- 6) FORM PREPARED BY: Name and phone number of person who prepared the form and can be contacted if there are questions about the figures.
- 7) ACTIVITY CODE: Activity codes should be listed in numerical order for each line item shown in budget summary of award agreement.
- 8) LINE ITEM DESCRIPTION: Activity description listed in award agreement (must agree with activity code).
- 9) IDIS ACTIVITY CODE: IDIS matrix codes will be provided by DCA at the time the on-line system is activated. Until then, leave this column blank.
- 10) ORIGINAL BUDGET: Budgeted amount for each activity as shown on budget summary of

award agreement (Attachment A).

(11) CURRENT AMENDED BUDGET: If an amendment has been approved that changed the original budget of any line item, enter the amended budget amounts.

(12) TOTAL DCA FUNDS DISBURSED TO DATE: Of the total amount of funds recipient has received to date, enter the actual amount of funds disbursed in each activity.

(13) AVAILABLE BALANCE: Subtract Total DCA Funds Disbursed to Date (Column 12) from Original Budget (Column 10) and enter amount. If budget has been amended, subtract Total DCA Funds Disbursed to Date (Column 12) from Current Amended Budget (Column 11).

(14) CDBG FUNDS PENDING: CDBG funds (for each activity) requested from DCA, but not yet received.

(15) CURRENT EXPENDITURES: Current expenditures for each activity (outstanding invoices, payroll and reimbursements to local government).

(16) PROJECTED EXPENDITURES: Expenditures (for each activity) projected or anticipated to occur between date RFF is submitted and date funds are deposited in bank account.

(17) PROJECT BALANCE: Amount of CDBG funds available for each activity after request. Subtract Columns 14, 15 and 16 from Column 13 to obtain Project Balance.

(18) NON-CDBG FUNDS DISBURSED TO DATE: Amount of other funds expended to date for each activity per contract agreement (private investments, local government contributions, etc.) documented to date.

(19) ACCOMPLISHMENTS CONTRACTED FOR: Accomplishments for each activity listed in contract (i.e., number of housing units to be rehabed, linear feet of sewer line to be constructed, etc.).

(20) ACCOMPLISHMENTS TO DATE: Actual accomplishments achieved to date for each activity (as of the end of RFF reporting period).

(21) TOTAL DCA FUNDS RECEIVED TO DATE.

(22) TOTAL DCA FUNDS DISBURSED TO DATE: Total amount disbursed from funds received from DCA. Figure should equal the total in Column 12.

(23) CASH-ON-HAND: Subtract Line 22 from Line 21 and enter amount. A cash-on-hand balance of no more than \$5,000 may be maintained for 3 days or more for daily cash needs for administrative purposes. Any amount exceeding \$5,000 must be returned to DCA with a letter stating the activity(s) line item where the unallocated funds should be placed. If cash on-hand is desired after payment, the funds must be reflected in the projected expenditures column (not simply added to the total amount requested). Funds held in a housing rehab escrow account to cover projected expenditures must not exceed amount expected to be disbursed within 10 working days from the date of deposit.

(24) PROGRAM INCOME: Total amount of program income available to be spent on project during current reporting period. Program income includes, but is not limited to, payments of principal and interest on loans made with CDBG funds; proceeds from lease or disposition of real property acquired with CDBG funds; interest earned on CDBG funds held in a revolving fund; and interest earned on program income pending disposition. Program income must be expended or returned to DCA before drawing down CDBG funds. If Program Income is part of a revolving loan fund, it does not have to be expended first unless the request is for

an activity that can be funded under the revolving loan fund guidelines. See 24 CFR 570.500 and 24 CFR 570.504 or request assistance from CDBG staff if you have questions about revolving loan funds or program income. A detailed program income report must be submitted to DCA semi-annually. Interest earned on deposit accounts containing CDBG funds must be returned to DCA.

(25) CURRENT EXPENDITURES: Total from Column 16.

(26) PROJECTED EXPENDITURES: Total from Column 16.

(27) CASH ON HAND + PROGRAM INCOME: Total from Line 23 plus Line 24.

(28) TOTAL AMOUNT REQUESTED: Total funds recipient expects to receive from DCA. A RFF will not be processed for less than \$5,000 unless it is the final draw. Calculate Total Amount Requested by subtracting Cash on Hand and Program Income Line (27) from Current Expenditures plus Projected Expenditures (Line 25 + 26).

(29) HOUSING REHABILITATION FUNDS THAT WILL BE PLACED IN A HOUSING REHAB ESCROW ACCOUNT: Indicate amount of this request that will be placed in a housing rehab escrow account. Explain if necessary.

(30) SIGNATURES: The RFF must be signed by the individual(s) designated on the most recent signature authorization form filed with DCA. The RFF submitted to DCA must bear an original signature; a xerox copy is not acceptable.

IMPORTANT

IF YOU HAVE QUESTIONS ABOUT THIS FORM, PLEASE CALL AMY JOHNSON AT 850/922-1894. ERRORS ON A RFF MAY RESULT IN THE NEED FOR A CORRECTED FORM AND WILL DELAY YOUR RECEIPT OF PAYMENT.

**Form DCA-69 - Request For Amendment**  
**Florida Department of Community Affairs- Small Cities CDBG Program**  
**(Revised 03/98)**

Recipient: \_\_\_\_\_ Amendment Request Number: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Rule in Effect for This Grant: FFY \_\_\_\_\_

Local Government Authorization: \_\_\_\_\_  
 (Authorized Signature) (Date Signed)

DCA Authorization: \_\_\_\_\_  
 (Authorized Signature) (Date Approved)

Budget Information					Activity Accomplishments		
Activity Code	Activity Name	Original Budget	Current Budget (before this amendment)	Proposed Budget	Original Contract	Current Contract (Before this Amendment)	Proposed Contract
1	2	3	4	5	6	7	8
<b>Totals</b>							



### INSTRUCTIONS FOR COMPLETING DCA-69 FORM

A separate DCA-69 form must be completed for each contract.

- RECIPIENT - Recipient name as stated in award Agreement. amendment or unchanged accomplishments if not modified by this amendment. (Not applicable to ED and CR).
- AMENDMENT REQUEST # and Date - Sequential number of amendment request and date prepared. 9. BENEFICIARIES, TOTAL, ORIGINAL # - Total number of beneficiaries listed in the original contract (before amendments). 18. BENEFICIARIES, VLI, PROPOSED # - Total number of proposed VLI beneficiaries as reflected in amendment or unchanged number of VLI beneficiaries if not being modified. (Not applicable to ED and CR.)
- CONTRACT NUMBER - DCA contract number. 10. BENEFICIARIES, TOTAL, CURRENT # - Total number of beneficiaries reflected in contract before this amendment. Enter zero for a newly proposed activity. 19. BENEFICIARIES, VLI, PROPOSED % - Percent of proposed VLI beneficiaries as reflected in amendment, calculated by dividing column 18 by column 11. (Not applicable to ED and CR.)
- LOCAL GOVERNMENT AUTHORIZATION - Signature of Chief Elected Official or authorized designee. 11. BENEFICIARIES, TOTAL, PROPOSED # - Total number of beneficiaries proposed by this amendment or unchanged number of beneficiaries if not being modified by this amendment. 20. TOTAL UNDUPLICATED BENEFICIARIES - **Current:** total number of unduplicated beneficiaries as **currently contracted**. **Proposed:** total number of unduplicated beneficiaries of grant as **modified by proposed amendment** without regard to income.
- DATE OF AMENDMENT REQUEST - Date signed by Chief Elected Official or authorized designee. 12. BENEFICIARIES, LMI, ORIGINAL # - Total number of LMI beneficiaries reflected in the original contract. Enter zero for a newly proposed activity. 21. TOTAL UNDUPLICATED LMI BENEFICIARIES - **Original:** total number of all unduplicated LMI beneficiaries as **originally contracted**. **Proposed:** total number of all unduplicated LMI beneficiaries as **modified by proposed amendment**.
1. ACTIVITY CODE - Code number shown on Budget Summary in Award Agreement or application manual if a newly proposed activity. 13. BENEFICIARIES, LMI, ORIGINAL % - Percent of LMI beneficiaries reflected in original contract. (Column 12 divided by column 9) 22. TOTAL UNDUPLICATED VLI BENEFICIARIES - **Current:** total number of all unduplicated VLI beneficiaries of grant as **currently contracted**. **Proposed:** total number of all unduplicated VLI beneficiaries as **modified by proposed amendment**. (Not applicable to ED and CR.)
2. ACTIVITY NAME - Activity name as shown on Budget Summary of Award Agreement or application manual if a newly proposed activity. 14. BENEFICIARIES, LMI, PROPOSED # - Total number of proposed LMI beneficiaries reflected in amendment request or unchanged number of LMI beneficiaries if not being modified by this amendment. 23. TOTAL UNDUPLICATED LMI HOUSEHOLDS - **Current:** total number of all unduplicated LMI households as **currently contracted**. **Proposed:** total number of all unduplicated LMI households as **modified by proposed amendment**. (Not applicable to ED and CR.)
3. ORIGINAL BUDGET - Line item budget from Attachment A of original contract budget (before amendments). Enter zero for a newly proposed activity. 15. BENEFICIARIES, LMI, PROPOSED % - Percent of proposed LMI beneficiaries as reflected in amendment, calculated by dividing column 14 by column 11. (**Changes which would reduce the LMI beneficiaries percentage to less than 51% cannot be approved.**) 24. If a reduction in other project funds previously committed as leverage from local or other sources has occurred, answer YES and complete and attach Form 70. If no reduction has occurred, answer NO.
4. CURRENT BUDGET - Current line item budget before this amendment. 16. BENEFICIARIES, VLI, ORIGINAL # - Total number of VLI beneficiaries as reflected in original contract. (Not applicable to ED and CR.)
5. PROPOSED BUDGET - Line item budget proposed in this amendment or unchanged amount if line item budget is not being modified by this amendment. 17. BENEFICIARIES, VLI, ORIGINAL % - Percent of VLI beneficiaries as reflected in original contract (column 16 divided by column 9). Enter zero for a newly proposed activity.
6. ACTIVITY ACCOMPLISHMENTS, ORIGINAL CONTRACT - Enter the activity accomplishments listed in the original contract (before any amendments).
7. ACTIVITY ACCOMPLISHMENTS, CURRENT CONTRACT - Activity accomplishments in current contract before this amendment. Enter zero for a newly proposed activity.
8. ACTIVITY ACCOMPLISHMENTS, PROPOSED CONTRACT - Activity accomplishments proposed by this

# SOURCE AND USE OF PROJECT FUNDS (Form DCA - 70)

Revised 11/22/97

SOURCES OF PROJECT FUNDS		
Participant	Amount	Source
1. CDBG Grant	\$	State of Florida - DCA
2.	\$	
3.	\$	
4.	\$	
5.	\$	
<b>TOTAL OF ALL FUNDS</b>	<b>\$</b>	

USES OF PROJECT FUNDS							
Act. No.	Activity Name	Sources of Project Funds					TOTALS
		CDBG (1)	(2)	(3)	(4)	(5)	
<b>TOTAL PROJECT COST</b>							<b>\$</b>

This form must be completed when an amendment alters the amount, source or use of project funds OR when new activities will be funded from new funding sources.

**SOURCES OF PROJECT FUNDS:** PARTICIPANT - Include such parties as recipient, other governments, participating parties and individual sources. In Housing and CR, sources like homeowner and commercial building owner contributions may be grouped together. AMOUNT - Dollar amount of contribution. SOURCE - Source of funds: tax increment funds, FMHA grant, DOC grant, local government revenue, equity, loan (name of bank), etc.

**USES OF PROJECT FUNDS:** ACTIVITY NUMBER - Activity number reflected on current award agreement Attachment A or DCA-69, whichever is appropriate. ACTIVITY NAME - Activity name reflected on current award agreement Attachment A or DCA-69, whichever is appropriate. CDBG - Current CDBG budget from current award agreement Attachment A or DCA-69, whichever is appropriate. COLUMNS 1 - 5 - Use of funds by activity for each of the numbered sources reflected on top of form.



CDBG CONTRACT AMENDMENT RECIPIENT CHECKLIST FOR  
THOSE REQUIRING PRIOR DEPARTMENTAL APPROVAL

RECIPIENT \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_

DATE \_\_\_\_\_ MODIFICATION NUMBER \_\_\_\_\_

Complete this form by entering "Yes", "No" or "N/A" in the blank beside each number. This form must be submitted with each amendment that requires prior Departmental approval request.

FOR DCA  
USE ONLY

1. \_\_\_\_\_ Cover letter, signed by the Chief Elected Official, or their designee, which includes a detailed narrative description of proposed changes and their effect upon the approved project. The letter must specifically state the amended score and verify that the grant remains in the fundable range. \_\_\_\_\_
2. \_\_\_\_\_ An outline of all changes in budgetary amounts, beneficiaries, scope of work, or time schedules. \_\_\_\_\_
3. \_\_\_\_\_ Completed DCA-69 Form signed by the Chief Elected Official which will become your new attachment A to the contract. \_\_\_\_\_
4. \_\_\_\_\_ All application forms that would be altered by the proposed amendment including a revised score page and any pages which modify the original application scores in terms of source and use of funds (leveraging) or project impact including changes in the budget per activity goal points, numbers of beneficiaries or accomplishments. **The amended raw score must have been reduced by the amount of Penalty Points assessed during the original application scoring. Contact your grant manager to determine number of penalty points, if any, or refer to the score sheet mailed to your community when the grants were first announced.** \_\_\_\_\_
5. \_\_\_\_\_ Revised work plan forms for each activity from CDBG contract, with the revised budget amount, units of accomplishments, beneficiaries and activity milestones with new quarters listed on the bottom of the page (incorporate additional time to cover unexpected delays). \_\_\_\_\_
6. \_\_\_\_\_ Revised source and use of funds, if appropriate. If there is no change in the source and use of funds, an affirmative statement to that effect in the amendment request cover letter will be sufficient. \_\_\_\_\_
7. \_\_\_\_\_ All budget items have been reviewed and totals checked for accuracy. \_\_\_\_\_
8. \_\_\_\_\_ Contract numbers are correct on all documentation. \_\_\_\_\_
9. \_\_\_\_\_ Beginning and ending dates have been checked on the revised work plans. \_\_\_\_\_

10. \_\_\_\_\_ All number columns - as in beneficiaries, units of accomplishments and budgetary information have been double checked for accuracy. \_\_\_\_\_
11. \_\_\_\_\_ If there is any change in the location of the activities or beneficiaries a legible map which indicates the proposed changes is attached. \_\_\_\_\_
12. \_\_\_\_\_ Copy of public hearing notice with date evident or affidavit from the newspaper documenting the publication date (public hearing notice must be published at least 5 days prior to hearing). \_\_\_\_\_
13. \_\_\_\_\_ Copy of the minutes of the meeting of the Citizen Advisory Task Force at which the proposed amendment was reviewed. \_\_\_\_\_
14. \_\_\_\_\_ Has the Environmental Review Record been modified to reflect the decrease or increase of activities? \_\_\_\_\_
15. \_\_\_\_\_ Does the contract modification create the need to update the HUD Form 2880 (HUD Disclosure Form)? \_\_\_\_\_
16. \_\_\_\_\_ DCA 69 and/or transmittal letter signed by Chief elected official or accompanied with resolution from governing body authorizing amendment. \_\_\_\_\_

CDBG CONTRACT AMENDMENT RECIPIENT CHECKLIST FOR  
THOSE **NOT** REQUIRING PRIOR DEPARTMENTAL APPROVAL

RECIPIENT \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_

DATE \_\_\_\_\_ MODIFICATION NUMBER \_\_\_\_\_

Complete this form by entering "Yes", "No" or "N/A" in the blank beside each number. This form must be submitted with each amendment that requires prior Departmental approval request.

FOR DCA  
USE ONLY

1. \_\_\_\_\_ Cover letter, signed by the Chief Elected Official, or their designee, which includes a detailed narrative description of proposed changes and their effect upon the approved project. The letter must specifically state the amended score and verify that the grant remains in the fundable range. \_\_\_\_\_

2. \_\_\_\_\_ All application forms that would be altered by the proposed amendment including a revised score page and any pages which modify the original application scores in terms of source and use of funds (leveraging) or project impact including changes in the budget per activity goal points, numbers of beneficiaries or accomplishments. **The amended raw score must have been reduced by the amount of Penalty Points assessed during the original application scoring. Contact your grant manager to determine number of penalty points, if any, or refer to the score sheet mailed to your community when the grants were first announced.** \_\_\_\_\_

3. \_\_\_\_\_ Revised work plan forms for each activity affected by the amendment (from CDBG contract), with the revised budget amount, units of accomplishments, beneficiaries and activity milestones with new quarters listed on the bottom of the page (incorporate additional time to cover unexpected delays). \_\_\_\_\_

4. \_\_\_\_\_ Completed DCA-69 Form signed by the Chief Elected Official which will become your new attachment A to the contract. \_\_\_\_\_

5. \_\_\_\_\_ If there is any change in the location of the activities or beneficiaries a legible map which indicates the proposed changes is attached. \_\_\_\_\_

CDBG CONTRACT AMENDMENT RECIPIENT CHECKLIST FOR  
THOSE NOT REQUIRING PRIOR DEPARTMENTAL APPROVAL

RECIPIENT \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_

DATE \_\_\_\_\_ MODIFICATION NUMBER \_\_\_\_\_

Complete this form by entering "Yes", "No" or "N/A" in the blank beside each number. This form must be submitted with each amendment that requires prior Departmental approval request.

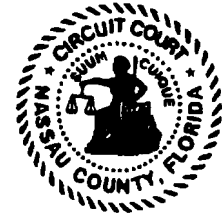
FOR DCA  
USE ONLY

1. \_\_\_\_\_ Cover letter, signed by the Chief Elected Official, or their designee, which includes a detailed narrative description of proposed changes and their effect upon the approved project. The letter must specifically state the amended score and verify that the grant remains in the fundable range. \_\_\_\_\_
  
2. \_\_\_\_\_ All application forms that would be altered by the proposed amendment including a revised score page and any pages which modify the original application scores in terms of source and use of funds (leveraging) or project impact including changes in the budget per activity goal points, numbers of beneficiaries or accomplishments. **The amended raw score must have been reduced by the amount of Penalty Points assessed during the original application scoring. Contact your grant manager to determine number of penalty points, if any, or refer to the score sheet mailed to your community when the grants were first announced.** \_\_\_\_\_
  
3. \_\_\_\_\_ Revised work plan forms for each activity affected by the amendment (from CDBG contract), with the revised budget amount, units of accomplishments, beneficiaries and activity milestones with new quarters listed on the bottom of the page (incorporate additional time to cover unexpected delays). \_\_\_\_\_
  
4. \_\_\_\_\_ Completed DCA-69 Form signed by the Chief Elected Official which will become your new attachment A to the contract. \_\_\_\_\_
  
5. \_\_\_\_\_ If there is any change in the location of the activities or beneficiaries a legible map which indicates the proposed changes is attached. \_\_\_\_\_





**J. M. "CHIP" OXLEY, JR.**  
Clerk of Circuit and County Courts  
Nassau County  
Post Office Box 456  
Fernandina Beach, Florida 32035-0456  
Phones: (904) 321-5700 (800) 958-3496  
Callahan-Hilliard (904) 879-1029



November 15, 2001

Mr. Rick Stauts  
Department of Community Affairs  
Bureau of Community Development  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

RE: DCA Contract No. 01DB-79-04-55-01-E40  
Economic Development - Gateway to Amelia  
Amendment No. 1 - Revised Work Plans  
Nassau County

Dear Mr. Stauts:

Please find enclosed a set of revised work plans which will put our project back on schedule. The project has been advertised and bids have been received; however, no contracts have been awarded to date.

We look forward to working with your Department in completing this project.

Sincerely,

*J. M. Oxley, Jr. Clerk*  
*by Joyce Bradley, Deputy Clerk*

J. M. "Chip" Oxley, Jr.  
Clerk  
Board of County Commissioners  
Nassau County, Florida

JMO:jb

cc: Jordan & Associates

# FedEx® USA Airbill

FedEx  
Number

8231 6993 4777

## 1 From

Please print and press hard

Date 11-15-01

Sender's FedEx  
Account Number 1655-6271-2

Sender's  
Name JM Oxley, Jr.

Phone (904) 321-5703

Company BOARD OF COUNTY COMMISSIONERS

Address 191 NASSAU FL

Dept./Room/Suite/Room

City YULEE State FL ZIP 32097

## 2 Your Internal Billing Reference

First 24 characters will appear on invoice.

Gateway to Amelia

## 3 To

Recipient's  
Name RICK STAUTS

*Get cost*

Company DEPARTMENT OF COMMUNITY A

*So can*

Address 2555 SHUMARD OAK BOULEVAF

To -HOLD\* at FedEx location, print FedEx address

*See re. insured  
Per Betty*

City TALLAHASSEE State FL ZIP 32399-2100

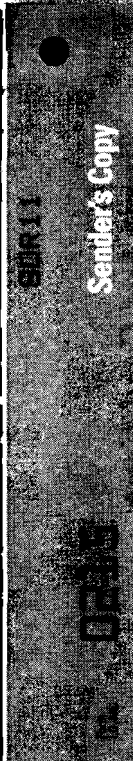
Peel and Stick FedEx USA Airbill

See back for application instructions.

Questions? Call 1-800-Go-FedEx® (800-463-3339)

Visit our Web site at [www.fedex.com](http://www.fedex.com)

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.



## 4a Express Package Service

Delivery commitment may be later in some areas.  
 FedEx Priority Overnight Next business morning  
 FedEx Standard Overnight Next business afternoon

FedEx 2Day\* Second business day  
 FedEx Express Saver\* Third business day

## 4b Express Freight Service

Delivery commitment may be later in some areas.  
 FedEx 1Day Freight\* Next business day  
 FedEx 2Day Freight Second business day  
 FedEx 3Day Freight Third business day

## 5 Packaging

FedEx Envelope/Letter\*  
 FedEx Pak\*  
 Other Pkg. Includes FedEx Box, FedEx Tube, and customer pkg.

## 6 Special Handling

SUNDAY Delivery Available for FedEx Priority Overnight and FedEx 2Day to select ZIP codes  
 SUNDAY Delivery Available for FedEx Priority Overnight to select ZIP codes  
 HOLD Weekday at FedEx Location Not available with FedEx First Overnight to select locations  
 HOLD Saturday at FedEx Location Available for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods?  
 No  
 Yes (attached Shipper's Declaration not required)  
 Yes (attached Shipper's Declaration not required)

Dangerous Goods cannot be shipped in FedEx packaging.

Payment Bill to:  Sender  Recipient  Third Party  Credit Card  Cash/Check  
Enter FedEx, Acct. No. or Credit Card No. below.

Dry Ice Dry Ice 3, UN 1845  Cargo Aircraft Only

Ex Acct. No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Off. Cont. No. \_\_\_\_\_

Total Packages \_\_\_\_\_ Total Weight \_\_\_\_\_ Total Declared Value\* \$ \_\_\_\_\_  
FedEx Use Only

\*Declared value limit \$500

Your liability is limited to \$100 unless you declare a higher value. See back for details.

8 Release Signature Sign to authorize delivery without obtaining signature.

By signing this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

SSS-400-Rev. Date 3-00-Per. F155335-©1994-2000 FedEx-PRINTED IN U.S.A.

402

DEPARTMENT OF COMMUNITY AFFAIRS  
SMALL CITIES CDBG PROGRAM  
ACTIVITY WORK PLANS

Amendment No. 1

RECIPIENT Nassau County DATE PREPARED Nov. 15, 2001

CONTRACT NO. 01DB-79-04-55-01-E40 ACTIVITY BUDGET \$ 150,000.00  
(for this activity only)

<b>Activity</b>  <b>Name</b> <u>Street Improvements</u> <b>Number</b> <u>005</u> <b>Service Area #</b> <u>N/A</u>	<b>Number of Proposed Beneficiaries</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 33%;"><u>60</u></td> <td style="text-align: center; width: 33%;"><u>33</u></td> <td style="width: 34%;"></td> </tr> <tr> <td style="text-align: center;"><b>Total</b></td> <td style="text-align: center;"><b>LMI</b></td> <td style="text-align: center;"><b>VLI</b></td> </tr> </table>	<u>60</u>	<u>33</u>		<b>Total</b>	<b>LMI</b>	<b>VLI</b>	<b>Proposed Activity Units</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 50%;"><u>2,290</u></td> <td style="text-align: center; width: 50%;"><u>LF</u></td> </tr> <tr> <td style="text-align: center;"><b>No. of Units</b></td> <td style="text-align: center;"><b>Type of Units</b></td> </tr> </table>	<u>2,290</u>	<u>LF</u>	<b>No. of Units</b>	<b>Type of Units</b>
<u>60</u>	<u>33</u>											
<b>Total</b>	<b>LMI</b>	<b>VLI</b>										
<u>2,290</u>	<u>LF</u>											
<b>No. of Units</b>	<b>Type of Units</b>											

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"	# of Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
06/01	11/01	Submit Request for Release of Funds and Environmental Conditions		
06/01	07/01	Submit documentation to clear Special Condition Numbers		
		Submit documentation to clear Special Condition Numbers		
		Professional Services Contract		
		Survey & Preliminary Design		
		Final Design & Permits		
10/01	12/01	Bid Advertisement & Award		
01/02	03/02	Construction 33% - Admin. & Observation	763 LF	45,000
04/02	06/02	Construction 66% - Admin. & Observation	763 LF	45,000
07/02	09/02	Construction 100% - Admin. & Observation	764 LF	45,000
10/02	12/02	Construction Closeout		15,000
05/03	06/03	Submit Administrative Closeout		

ACTIVITY BUDGET TOTAL \$ 150,000.00  
(must equal Activity Budget in the heading of this form)



DEPARTMENT OF COMMUNITY AFFAIRS  
SMALL CITIES CDBG PROGRAM  
ACTIVITY WORK PLANS

Amendment No. 1

RECIPIENT Nassau County DATE PREPARED Nov. 15, 2001

CONTRACT NO. 01DB-79-04-55-01-E40 ACTIVITY BUDGET \$ 170,000.00  
(for this activity only)

Activity	Number of Proposed Beneficiaries			Proposed Activity Units	
Name <u>Sewer Facilities</u>				<u>2,500</u>	<u>LF</u>
Number <u>04b</u>				No. of Units	Type of Units
Service Area # <u>N/A</u>	<u>60</u>	<u>33</u>	VLI		
	Total	LMI			

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"	# of Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
06/01	11/01	Submit Request for Release of Funds and Environmental Conditions		
06/01	07/01	Submit documentation to clear Special Condition Numbers		
		Submit documentation to clear Special Condition Numbers		
		Professional Services Contract		
		Survey & Preliminary Design		
		Final Design & Permits		
10/01	12/01	Bid Advertisement & Award		
01/02	03/02	Construction 33% - Admin. & Observation	833 LF	51,000
04/02	06/02	Construction 66% - Admin. & Observation	833 LF	51,000
07/02	09/02	Construction 100% - Admin. & Observation	834 LF	51,000
10/02	12/02	Construction Closeout		17,000
05/03	06/03	Submit Administrative Closeout		

ACTIVITY BUDGET TOTAL \$ 170,000.00

(must equal Activity Budget in the heading of this form)

DEPARTMENT OF COMMUNITY AFFAIRS  
SMALL CITIES CDBG PROGRAM  
ACTIVITY WORK PLANS

Amendment No. 1

RECIPIENT Nassau County DATE PREPARED Nov. 15, 2001

CONTRACT NO. 01DB-79-04-55-01-E40 ACTIVITY BUDGET \$ 250,000.00  
(for this activity only)

<b>Activity</b>  <b>Name</b> <u>Water Facilities</u> <b>Number</b> <u>04a</u> <b>Service Area #</b> <u>N/A</u>	<b>Number of Proposed Beneficiaries</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 33%;"><u>60</u></td> <td style="text-align: center; width: 33%;"><u>33</u></td> <td style="width: 34%;"></td> </tr> <tr> <td style="text-align: center;"><b>Total</b></td> <td style="text-align: center;"><b>LMI</b></td> <td style="text-align: center;"><b>VLI</b></td> </tr> </table>	<u>60</u>	<u>33</u>		<b>Total</b>	<b>LMI</b>	<b>VLI</b>	<b>Proposed Activity Units</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 50%;"><u>5900</u></td> <td style="text-align: center; width: 50%;"><u>LF</u></td> </tr> <tr> <td style="text-align: center;"><b>No. of Units</b></td> <td style="text-align: center;"><b>Type of Units</b></td> </tr> </table>	<u>5900</u>	<u>LF</u>	<b>No. of Units</b>	<b>Type of Units</b>
<u>60</u>	<u>33</u>											
<b>Total</b>	<b>LMI</b>	<b>VLI</b>										
<u>5900</u>	<u>LF</u>											
<b>No. of Units</b>	<b>Type of Units</b>											

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"	# of Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
06/01	11/01	Submit Request for Release of Funds and Environmental Conditions		
06/01	07/01	Submit documentation to clear Special Condition Numbers		
		Submit documentation to clear Special Condition Numbers		
		Professional Services Contract		
		Survey & Preliminary Design		
		Final Design & Permits		
10/01	12/01	Bid Advertisement & Award		
01/02	03/02	Construction 33% - Admin. & Observation	1977 LF	75,000
04/02	06/02	Construction 66% - Admin. & Observation	1977 LF	75,000
07/02	09/02	Construction 100% - Admin. & Observation	1946 LF	75,000
10/02	12/02	Construction Closeout		25,000
05/03	06/03	Submit Administrative Closeout		

ACTIVITY BUDGET TOTAL \$ 250,000.00  
(must equal Activity Budget in the heading of this form)



# : BATCH  
M : MEMORY TX  
S : STANDARD  
\* : PC

C : CONFIDENTIAL  
L : SEND LATER  
D : DETAIL  
+ : ROUTING

\$ : TRANSFER  
F@ : FORWARDING  
Q : RECEIPT. NOTICE REQ.

P : POLLING  
E : ECM  
> : REDUCTION  
A : RECEIPT. NOTICE

NOV. 6. 4:17PM 904 264 2190 G3ES 0'26" P. 2 OK 526

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DATE TIME ADDRESS MODE TIME PAGE RESULT PERSONAL NAME FILE

FAX HEADER:

\* \* \* TRANSMISSION RESULT REPORT(IMMEDIATE TX) (NOV. 6. 2002 4:18PM) \* \* \*

\* \* \* TRANSMISSION RESULT REPORT (IMMEDIATE TX) ( NOV. 6. 2002 4:16PM ) \* \* \*

FAX HEADER:

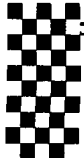
DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERSONAL NAME	FILE
NOV. 6.	4:16PM	8509225609	G3ES	0'30"	P.	1 OK		525

# : BATCH  
M : MEMORY TX  
S : STANDARD  
\* : PC

C : CONFIDENTIAL  
L : SEND LATER  
D : DETAIL  
+ : ROUTING

\$ : TRANSFER  
@ : FORWARDING  
F : FINE  
Q : RECEPT. NOTICE REQ.

P : POLLING  
E : ECM  
> : REDUCTION  
A : RECEPT. NOTICE



# JORDAN & ASSOCIATES

**4611-3 U.S. Highway 17  
Orange Park, FL 32003**

**Phone : (904) 264-6203  
Fax: (904) 264-2190**

**VIA FAX: (904) 321-5795**

November 1, 2002

To: Joyce  
Nassau County

From: Raven Hamidi  
Project Assistant

Re: CDBG Contract No. 01DB-79-04-55-01-E40

2002 OCT 32 PM 1:00  
OFFICE OF CLERK OF COURTS  
NASSAU COUNTY, FLORIDA

Dear Joyce:

Attached is a copy of the Projection of Contract Payments which has been filed with the Department of Community Affairs on your behalf. Due to the short notice given to each community, we were allowed to sign the projections for you to meet the deadline. However, it will be necessary for the authorized signatory to also sign the attached. Please add the appropriate signature below Jordan & Associates and return it via fax to DCA at (850) 922-5609 as soon as possible.

If you have any questions, please do not hesitate to contact us.

Sincerely,  
Raven

*Faxed to DCA - 11-6-02*

Pages: 2, including cover