

NASSAU COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PURCHASING POLICY
INCLUDING THE
MINORITY BUSINESS ENTERPRISE POLICY

SECTION 1 PURPOSE

This policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All County staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, Attachment O; 24 CFR Part 85 Section 85.36; s. 287.055, Florida Statutes.

SECTION 2 APPLICATION OF POLICY

This policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this policy.

SECTION 3 PURCHASING DIRECTOR

The CDBG Program Coordinator shall serve as the central purchasing officer (the "Purchasing Officer") of the County for all contracts or agreements described in Section 2.

SECTION 4 PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- A. Small Purchases (Section 4.02)\$ 1 to \$ 1,000
- B. Purchasing Quotes (Section 4.03).....\$ 1,000 to \$ 5,000
- C. Competitive Sealed Bids/Proposals (Section 4.04 & 4.05).....\$ 5,000 and above

SECTION 4.02 SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 4 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

SECTION 4.03 PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section 4 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer.

SECTION 4.04 COMPETITIVE SEALED BIDDING

- A. Conditions For Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.

- B. Invitation to Bid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place date, and time for opening or submittal. No later than five working days prior to the date for receipt of bids, a vendor shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.
 - (1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
 - (2) Approved Equivalents. The County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

- C. Public Notice. Public notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to bid opening. Notice of the invitation to bid shall give the date, time, and place set forth for the submittal of proposals and opening of bids.

- D. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open the bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.

- E. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the

requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid, in regulations, or in this policy.

- F. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the Board of County Commissioners regular meeting.
- G. Correction or Withdrawal of Bids; cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitations for Bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can know by clear and convincing evidence that a mistake on a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:
 - (1) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.
- H. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
- I. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The County reserves the right to waive any informality in bids and to make an award in whole or in part when either or both conditions are in the best interest of the County. Any requirement which is waived must be documented and kept in the file.
 - (1) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of the intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt

requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped, self-addressed envelope for their record.

- (2) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: Failure to file a protest within the time prescribed in Section 4.08 of the CDBG Purchasing Policy of the County shall, constitute a waiver of proceedings under that section of this Policy.

J. Cancellation of Invitations for Bids. An invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.

K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Purchasing Director, Purchasing Officer, for the following reasons:

- (1) Failure to respond to bid invitation three consecutive times within the last eighteen (18) months period.
- (2) Failure to update the information on file including address, project or service, or business description.
- (3) Failure to perform according to contract provisions.
- (4) Conviction in a court of law of any criminal offense in connection with the conducting of business.
- (5) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (6) Clear and convincing evidence that the vendor has attempted to give a County employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the County's purchasing activity.
- (7) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3)(a).
- (8) Other reasons deemed appropriate by the County.

SECTION 4.05 COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section 4.051. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section 4.052.

SECTION 4.051 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE

ARCHITECTURAL, AND LAND SURVEYING SERVICES

- A. Public Announcement. It is the policy of the County to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the County may require firms to submit a statement of qualifications, performance data, and other related information for the performance of professional services.
- (1) Scope of Project Requirements. Prior to submission of the request for proposals for professional services an item shall be placed on the agenda for approval by the Board of County Commissioners indicating the nature and scope of the professional services needed, including but not limited to the following:
 - (a) the general purpose of the service or study;
 - (b) the objectives of the study or service;
 - (c) estimated period of time needed for the service or the study;
 - (d) the estimated cost of the service or study;
 - (e) whether the proposed study or service would or would not duplicate any prior or existing study or service;
 - (f) list of current contracts or prior services or studies which are related to the proposed study or services;
 - (g) the desired qualifications, in order of importance, of the person or firm applicable to the scope and nature of the services requested.
 - (2) Distribution of Project Requirements. All persons on the County's vendor list who have indicated an interest in being considered for the performance of such professional services and any other additional parties deemed desirable by the Purchasing Officer shall be notified of the project requirements including a statement of relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than 14 calendar days from the date of public notice which the Purchasing Officer shall publish in at least one newspaper of wide general circulation in the region.
 - (3) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correcting of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee (defined in Section 4.051B) prior to making its selection of those best qualified.
 - (4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the County is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.
- B. Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted the County may determine whether a two member or three member selection committee will best serve the needs of

the County.

- (1) Two Member Committee Composition. Membership of a two-member selection committee shall consist of the County Administrator and the Chairman, Board of County Commissioners or his/her designee.
 - (2) Three Member Committee Composition. Membership of a three-member selection committee shall consist of the County Administrator, another County Official, and the Chairman, Board of County Commissioners or his/her designee.
 - (3) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only evaluation of written responses and selected for formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:
 - (a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and
 - (b) designate no less than three persons, unless there were less than three submissions, on the alphabetical list considered by the selection committee to be best qualified to perform the work required.
 - (4) Shortlisting. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations may be based upon, but not limited to, the following considerations: (a) competence, including technical education and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and person to actual cost of previous projects; (b) current work load; (c) financial responsibility; (d) ability to observe and advise whether plans and specifications are being complied with, where applicable; (e) record of professional accomplishments; (f) proximity to the project involved, if applicable; (g) record of performance; and (h) ability to design an approach and work plan to meet the project requirements, where applicable.
 - (5) Interview and Board Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Board of County Commissioners for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.
- C. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer

unless the Board of County Commissioners directs that negotiations be conducted by a Negotiation Committee.

Negotiation. The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the County. In making this decision, the Purchasing Officer or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. As a part of the negotiation, the Purchasing Officer or the Negotiating Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall formally terminate negotiations, and shall then undertake negotiations with the third most qualified firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the selection shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or the negotiation Committee shall continue negotiations in accordance with this selection until an agreement is reached or until a determination has been made not to contract for services.

SECTION 4.052 OTHER COMPETITIVE SEALED PROPOSALS (non-287.055 services)

- A. Conditions for use. All contracts required by Section 5.05 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.
- B. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.051.
- C. Board Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive Sealed Proposals shall be approved by the County prior to solicitation.
- D. Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in subsection 4.04C of this policy for competitive sealed bidding.
- E. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services.
- F. Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or

- submission.
- G. Revisions and Discussions with Responsible Offerors. As provided in the request for proposals, and under regulations promulgated by the Board of County Commissioners of the County, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by proposals and make a written recommendation of award to the Board of County Commissioners. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.
- H. Award. Award shall be made by the County to the lowest responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that is not included in the Request for Proposal.

SECTION 4.06 SOLE SOURCE PURCHASES

- A. Sole Source Certification. A contract may be awarded for a supply, service, material, equipment or construction item(s) without competition when the Purchasing Officer with the concurrence of the County Administrator, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement limits. When a purchase exceeds five thousand dollars (\$5,000), the item will be placed on the agenda for Board approval and clarification that the vendor has been determined to be a sole source. When a purchase exceeds (\$25,000) it will require prior DCA approval.
- B. Additional Purchases From Certified Sole Source. The Purchasing Officer may be authorized, after initial sole source certification, to make additional purchases from a sole source vendor for not less than one year or until such time as contrary evidence is presented regarding sole source eligibility, whichever period is less.

SECTION 4.07 COOPERATIVE PURCHASING

- A. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy.
- B. Other Governmental Units. The Purchasing Officer shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby, and the same is in accordance with this policy and with

County and State law.

SECTION 4.08 BID PROTEST

- A. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award or contract may protest to the Board of County Commissioners. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly to the County Administrator prior to protesting to the Board of County Commissioners.
- B. Filing a Protest. Any person who is effected adversely by the decision or intended decision of the County shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of intended decision and file a formal written protest within 10 calendar days after the date he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the County when it is delivered to and received in the office of the Purchasing Officer.
- (1) The notice of protest shall contain at a minimum: the name of the bidder; the bidder's address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
 - (2) The formal written protest shall: identify the protestant and the solicitation involved; include a plain, clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
- C. Settlement and Resolution. The Purchasing Officer shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.
- D. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures.
- (1) Protest Proceeding Procedures
 - (a) The presiding officer shall give reasonable notice to all substantially affected persons of businesses. Otherwise petitions to intervene will be considered on their merits as received.
 - (b) At or prior to the protest proceeding, the protestant may submit any arguments which he/she deems relevant to the issues raised.
 - (c) In the proceeding, the protestant, or his representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor

cross examination of witness shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.

- (d) The judicial rules of evidence shall not apply and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
 - (e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the Board.
 - (f) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
 - (2) Intervenor. The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.
 - (3) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in the invitation for bids or request for proposals documents.
 - (4) Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.
- E. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this Section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the Board of County Commissioners makes a determination that the award of a contract without delay is necessary to protect the substantial interests of the County.

SECTION 4.09 CONTRACT CLAIMS

- A. Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County, prior to an appeal to the Board of County Commissioners or the commencement of an action in a court of competent jurisdiction of \$1,000.00 or greater in value without the prior approval of the Board of County Commissioners.
- B. Decision of the Purchasing Officer. All claims by a contractor against the County relating to a contract, except bid protest, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- C. Notice to the Contractor of the Purchasing Officer's Decision. The decision of the Purchasing Officer shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights under Subsection D of this

Section.

- D. Finality of the Purchasing Officer Decision; Contractor's Right to Appeal. The Purchasing Officer's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor file a notice of appeal with the Board of County Commissioners.
- E. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

SECTION 4.10 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

- A. Prior to Bid Opening or Closing Date for receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the County Attorney, determines that a solicitation is in violation of federal, state or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- B. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- C. After Award. If, after award, the Purchasing Officer after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of applicable law or ordinance, then:
 - (1) if the person awarded the contract has not acted fraudulently or in bad faith:
 - (a) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the County; or
 - (b) the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonable incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or
 - (2) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the County.

SECTION 5 CONTRACT ADMINISTRATION

SECTION 5.1 CONTRACT PROVISIONS

- A. Standard Contract Clauses and Their Modification. The County after consultation with

the County Attorney, may establish **standard** contract clauses for use in County contracts. However, the Purchasing Officer may, **upon** consultation with the County Attorney, vary any such standard contract clauses for **any particular** contract.

- B. Contract Clauses. All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after **consultation** with the County Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
- (1) the unilateral right of the County to order, in writing, changes in the work within the scope of the contract;
 - (2) the unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - (3) variations occurring between **estimated** quantities or working contract and actual quantities;
 - (4) defective pricing
 - (5) time of performance and liquidated damages;
 - (6) specified excuses for delay or **nonperformance**;
 - (7) termination of the contract for **default**;
 - (8) termination of the contract in whole or in part for the convenience of the County;
 - (9) suspension of work on a **construction** project ordered by the County;
 - (10) site conditions differing from those **indicated** in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract;
 - (a) when the contract is **negotiated**;
 - (b) when the contractor provides the site or design; or
 - (c) when the parties **have** otherwise agreed with respect to the risk of differing site conditions;
 - (11) value engineering proposals;
 - (12) remedies;
 - (13) access to records/retention records;
 - (14) environmental compliance; and
 - (15) prohibition against contempt fees
 - (16) insurance to be provided by contractor covering employee, property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses.
 - (17) bonding requirements as set by the County
 - (18) causes of and authorization for **suspension** of contract for improper contractor activity.

SECTION 5.2 PRICE ADJUSTMENTS

- A. Methods of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the County:

- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) by unit prices specified in the contract or subsequently agreed upon;
- (3) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the County;
- (4) in such other manner as the contracting parties may mutually agree;
- (5) in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, subject to the provisions of this section.

B. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

SECTION 5.3 CHANGE ORDERS/CONTRACT AMENDMENTS

Change orders and contract amendments, which provide for the alteration of the provisions of a contract may be approved by an appropriate person based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Sections 4.01 shall govern the appropriate level of approval.

SECTION 5.4 ASSIGNMENT OF CONTRACTS

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the County.

SECTION 5.5 RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by the County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the County.

SECTION 6 RIGHTS OF COUNTY COMMISSIONERS

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Board, in the best interests of the County, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good.

SECTION 7 COUNTY PROCUREMENT RECORDS

- A. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the County in a contract file.
- B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules established by the State of Florida.

SECTION 8 SPECIFICATIONS

SECTION 8.1 MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the County needs and shall not be unduly restrictive. This policy applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

SECTION 8.2 USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

- A. Use. Brand name or equivalent specifications may be used when the County determines that:
 - (1) no other design, performance, or qualified product list is available;
 - (2) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (3) the nature of the product or the nature of the County requirements makes use of a brand name or equivalent specification suitable for the procurement; or
 - (4) use of a brand name or equivalent specification is in the County's best interest.
- B. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state the substantially equivalent products to those designated may be considered for award.
- C. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
- D. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
- E. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
- F. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference

purpose only.

SECTION 8.3 BRAND NAME SPECIFICATIONS

- A. Use of Brand Name Specifications. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item or items will satisfy the County's needs.
- B. Competition. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.10, Sole Source Purchases.

SECTION 9 ETHICS IN PUBLIC CONTRACTING

SECTION 9.1 CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

SECTION 9.2 EMPLOYEE CONFLICT OF INTEREST

- A. Participation. It shall be unethical for any County employee, officer or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:
 - (1) the County employee, officer or agent;
 - (2) any member of his immediate family;
 - (3) his or her partner; or
 - (4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.
- B. Blind Trust. A County employee, officer or agent or any member of their family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

SECTION 9.3 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the County.

SECTION 9.4 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

SECTION 9.5 GRATUITIES AND KICKBACKS

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, officer or agent or for any County employee, officer or agent to solicit, demand, accept, or agree to accept from another, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requests, influencing the content of any specification or procurement standard rendering of advise, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or behalf or a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor.

SECTION 9.6 SANCTIONS

- A. Employee Sanctions. Upon violation of the ethical standards by an employee officer or agent the County, or other appropriate authority may:
 - (1) impose one or more appropriate disciplinary actions as defined in the County Personnel rules and Regulations, up to and including termination of employment; and
 - (2) may request investigation and prosecution.
- B. Non-employee Sanctions. The Commisioners may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
 - (1) written warnings;
 - (2) termination of contracts; or
 - (3) debarment or suspension as provided in Section 15.

SECTION 9.7 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

- A. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a County employee or non-employee may be recovered from both County employee and non-employee.
- B. Recovery of Kickbacks by the County. Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the priced of the subcontract or order and ultimately borne by the

County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

SECTION 10 FEDERAL POLICY NOTICE

SECTION 10.1 PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, than the contract shall include the following provisions.

- A. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or invention arising out of the contract.
- B. Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

SECTION 10.2 NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS

- A. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
 - (1) equal employment opportunity;
 - (2) affirmative action;
 - (3) fair labor standards;
 - (4) energy conservation;
 - (5) environmental protection; or
 - (6) other similar socio-economic programs
- B. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

SECTION 11 PAYMENT TO VENDORS

All payment to vendors shall also be in accordance with the amended "Prompt Payment Act", Chapter 89-297, Florida Statutes.

SECTION 12 MINORITY BUSINESS ENTERPRISES PARTICIPATION PROGRAM

- A. Purpose and Scope. The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the County. This program describes procedures to accomplish this purpose and to monitor and evaluate progress.

All Departments and Divisions under the jurisdiction of the County are responsible for implementing this program.

B. Policy Statement.

- (1) It is the policy goal of the County that two (2%) of the County approved procurement as contained with both operating and capital improvement budgets (exclusive of in-house services and construction) shall be identified and let through the competitive bid process to minority and women businesses or persons. The program is based on an in-depth evaluation of all actual as well as projected procurement (CIPS, equipment, commodities, and services) and on the availability of minority and women owned businesses in the market place. Procurement identified to establish a base for this program are not limited to those items only. This evaluation is the main factor in building a realistic program with attainable targets.
- (2) All departments and divisions under the jurisdiction of the County are responsible for implementing this program and for making every reasonable effort to utilize MBEs when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women owned businesses.
- (3) Regarding the implementation of this policy, it is the County's intent to foster economic development in the County's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the County. This is no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preference may be adjusted, amended or repealed by the County, with or without a public hearing, as deemed necessary.

C. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.

D. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program and registration.

(1) Capital Improvement Projects

(a) Review

The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs availability of capable MBE/WBE in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.

(b) Pre-Bid Activity

- (1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.
- (2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will

be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.

- (3) Available plans and specifications will be to MBE/WBE associations along with any special instructions on how to pursue bids.
- (4) Majority (prime) contractors on a bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.
- (5) No contractor will be awarded a bid until the contractor has provided specific detailed documentation on how MBE/WBEs will be utilized, and such a plan is approved by the County.
- (6) The MBE/WBE participation plan for a specific project and the contractor commitment to carry out the program will become a part of the contract awarded by the County. Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

(2) Contractor Responsibilities

- (a) Contractors must indicate all MBE/WBEs contracted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.
- (b) A contractor who determines that a MBE/WBEs, names in the bid submittal, is unavailable or cannot perform will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.
- (c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
- (d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.
- (e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate County representatives to review the project scope and the MBE/WBE utilization plan.
- (f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Board of County Commissioners approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and

documentation of cause for the change.

(3) WBE/MBE Contractor's Responsibilities

- (a) MBEs/WBEs must register with the Purchasing Officer in order to participate in the Minority Business Enterprise Program
- (b) MBEs/WBEs should attend pre-construction conferences to obtain information and technical assistance on projects and bid procedures in which they (MBE/WBEs) have submitted bids.

(4) Joint Venture Responsibilities

- (a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in this Policy.
- (b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program, will not be tolerated and may result in termination of participation.
- (c) A joint venture consisting of minority and non-minority business enterprises will be credited with MBE/WBE participation on the basis of the percentages of the dollar amount of the work to be performed by the MBE/WBEs.
- (d) Contracts subject to this policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE firm for violations of this policy n MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Board of County Commisioners.

E. Fulfilling MBE/WBE Participation Requirements

For the purpose of this policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

F. Payment

- (1) Payment will be expedited by the County within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.
- (2) The County will provide work progress payments to all businesses at the completion and subsequent acceptance by Board representatives within various stages of a particular project.

G. Waiver of Bid Bond Requirements

The Board may, at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the County.

H. Bid List

A bid list for the purpose of bid solicitations shall be maintained by the County. The list shall consist of firms that apply.

- (1) The County may remove firms from the bid list for any of the following reasons:
 - (a) consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen month period; or
 - (b) failure to update the information on file including address, product or

service description or business description.

- (2) The County may remove firms from the bid list for the following reasons:
- (a) failure to perform according to contract provisions;
 - (b) conviction in a court of law of any criminal offense in connection with the conduct of business;
 - (c) clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or awarding of contracts;
 - (d) clear and convincing evidence that the vendor has attempted to give a County employee, officer or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the County's purchasing activity;
 - (e) violation or circumvention of the Minority Business Enterprise Program; or
 - (f) other reasons deemed appropriate by the County Commissioners.
- (3) This policy is consistent with and subordinate to the County Purchasing Policy. Wherever conflicts may exist, the provision in the Purchasing Policy will prevail.

J. Reporting

The Purchasing Officer or appropriate person will report, at least annually, to the Board of County Commissioners on the status of the Minority Business Enterprise Program. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

K. Severability Clause

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

Adopted: _____

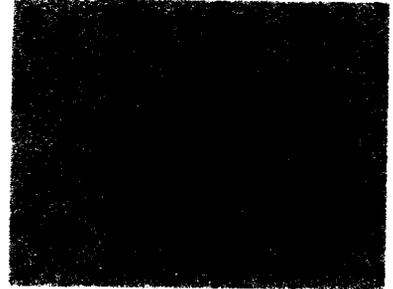
Chairman, Board of County Commissioners

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

Approved as to Form by the
Nassau County Attorney

Michael S. Mullin

CDBG



ANTIDISPLACEMENT

AND

RELOCATION PLAN

FOR

NASSAU COUNTY

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CDBG ANTIDISPLACEMENT AND RELOCATION POLICY

I. Displacement Avoidance Policy

The local government is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) funds will not cause unnecessary displacement or relocation. The CDBG program will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. The local government will also provide information to and keep citizens involved in the process regarding pending zoning and rezoning actions that threaten the preservation of residential areas. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner which avoids displacement of households or businesses. However, voluntary temporary or permanent displacement may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the building). Such benefits shall be identified and requested by the displacee. Voluntary displacement may also occur when a property owner voluntarily offers his home or business property for sale to the local government. In these cases, the seller may be required to waive rights as a condition of sale of the property, and the Uniform Relocation Act provisions will govern actions of the local government and/or its representative. 24 CFR Part 570 is a governing document on

displacement and is incorporated by reference. 49 CFR Part 24 provides Uniform Relocation Act information and is incorporated by reference.

II. Definitions of “Standard” and “Non-Standard Suitable for Rehabilitation” Dwelling Unit Condition

In the absence of federal and state provided definitions, the following is provided to establish a frame of reference and context when dealing with matters of displacement and/or relocation as defined in 24 CFR Part 570 and 49 CFR Part 24.

A. Standard Condition

A dwelling unit is considered standard if it has no major defects or only slight defects which are correctable through the course of regular maintenance. It must be in total compliance with applicable local housing and occupancy codes; be structurally sound, watertight and in good repair; be adequate in size with respect to number of rooms and area of living space and contain the following:

1. A safe electrical wiring system adequate for lighting and other normal electrical devices,
2. A heating system capable of sustaining a healthful temperature (consistent with normal, year round climatic conditions),
3. A separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall,
4. An appropriate, sanitary and approved source of hot and cold potable water,
5. An appropriate, sanitary and approved sewage drainage system,
6. A fully usable sink in the kitchen,
7. Adequate space and service connections for a refrigerator,
8. An unobstructed egress to a safe, open area at ground level, and

9. Be free of any barriers which would preclude ingress or egress if the occupant is handicapped.

Failure to meet any of these criteria automatically causes a dwelling to not be considered "standard."

B. Substandard Condition Suitable for Rehabilitation

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, or has minor defects which require a certain amount of correction but can still provide safe and adequate shelter or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, a trained housing specialist must carefully inspect the dwelling and prepare a work write-up of repairs necessary to bring it up to standard condition. A cost estimate of repairs will be prepared based on the needs identified in the work write-up. If these costs are equal to or less than 65% of the value of a comparable replacement unit as obtained from more than one licensed contractor, the dwelling will be considered suitable for rehabilitation. If the predicted cost exceeds 65%, the unit will be deemed unsuitable.

This criteria is arbitrary, however, and the local governing body may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case by case basis. Each deviation so approved must be thoroughly documented.

Displacement Policy and Procedures

III. Provisions for One-for-One Replacement

The local government will replace all occupied and vacant occupiable low/moderate-

income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 CFR Part 570. Replacement low/moderate-income units may include public housing or existing housing receiving Section 8 project based-assistance.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

1. The units will be located within the local jurisdiction.
2. The units will meet all applicable local housing, building, and zoning ordinances and will be in standard, or better, condition.
3. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only).
4. The units will be sufficient in size and number (functionally equivalent) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

Before obligating or expending CDBG funds that will directly result in such demolition or conversion, the local government will make public and submit to the Florida Department of Community Affairs the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units;
3. A time schedule for commencement and completion of the demolition or conversion;
4. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units;

5. Identification of the source of funding at the time of submittal and the time frame, location and source for the replacement dwelling unit.
6. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

IV. Permanent, Involuntary Displacement

A. Provisions for Relocation Assistance for Residential Displacement

The local government will provide relocation assistance, as described in 24 CFR Part 570, to each low/moderate-income household involuntarily displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of CDBG-assisted activities. Persons that are relocated are entitled to:

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance,
2. Advisory services,
3. Reimbursement for reasonable and necessary security deposits and credit checks,
4. Interim living costs; and
5. Replacement housing assistance which may include a Section 8 housing voucher/certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance installments to be used toward purchasing an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

B. Provisions for Non-Residential Relocation

Businesses, non-profit organizations, farms, etc., shall not be relocated unless the move is voluntary, essential to the project from the public view, and the owner waives

his/her rights under the Uniform Act except for the following relocation assistance:

1. Actual moving and reasonable reestablishment expenses not less than \$1,000 nor more than \$20,000 equal to a prorata share for the period of interruption of operations of the average annual net earnings. Average annual net earnings are one half of the entity's net earnings before taxes during the two taxable years immediately prior to the taxable year it was displaced.
2. No other benefits will be provided and a signed waiver acknowledging this fact will be required.

V. Permanent, Voluntary Displacement and Relocation

If it is determined by the local government that occupants of a dwelling (not included in the rehabilitation or demolition/permanent relocation program) should be permanently relocated, due to CDBG activities, and the occupants voluntarily consent, the government will assist in the relocation to a decent, safe and sanitary dwelling unit. Benefits, if provided, will be limited to actual moving costs, counseling, and increases in monthly housing costs incurred by the occupant in an amount equal to the lesser of 60 times the increase or 30 percent of the person's annual income. 24 CFR Part 570 must be consulted to determine specific limitations.

Compensation to obtain replacement housing shall not exceed \$6,000 unless approved otherwise by the local governing body. Should the amount the tenant is entitled is expected to exceed this threshold, consideration shall be given to not performing the demolition or activity which would cause the displacement.

IV. Tenant Assistance Policy/Rental Rehabilitation

A. It is not the local government's policy to permanently displace families in rental units. Participating landlords will be required to warrant that the proposed rental

rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria.

B. If it becomes necessary for an owner to permanently or temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owner will assure that the tenant is offered a comparable, decent, safe and sanitary dwelling unit at an affordable rate as described in the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant full financial compensation for moving, and a comparable decent, safe, sanitary and affordable rental unit and the tenant has declined the offer. However, rental rehabilitation will not be assisted with CDBG funds if the tenant lawfully refuses to relocate.

C. Should displacement become necessary for a LMI family as a result of the rental rehabilitation assistance, the owner will assure that tenants are provided the necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Fair Housing rights, and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.

VII. Temporary, Voluntary Displacement and Relocation

A. Persons occupying housing which is to be rehabilitated using CDBG funds must voluntarily agree to inclusion in the program and shall vacate the housing at the direction of the local government (or its CDBG Administrator), in order to

facilitate the safe, timely and economical rehabilitation process. The Administrator shall determine the necessity for temporarily vacating the dwelling, and the appropriate duration, generally the entire rehabilitation construction period.

- B. The CDBG budget is limited, necessitating that owners are responsible for finding and paying for (if necessary) temporary housing.
- C. A moving/displacement allowance of \$300 will be provided each family unit so displaced. This allowance will be provided in two payments of \$150 each on move out and move back in.
- D. The local government may provide a safe, decent and sanitary housing unit for use as temporary relocation housing. If financed with CDBG funds, the unit shall be available free of charge to temporarily displaced households for the time period authorized by the CDBG Administrator, generally for the period of rehabilitation construction. Households who occupy the unit shall have a \$75 refundable deposit withheld from their initial moving allowance payment. This deposit shall be refunded in full immediately after the relocation unit is vacated in a clean and undamaged condition. The deposit refund shall be denied in full or in part for payment of damages to the owner/lessee due to the occupant's (a) failure to properly clean or maintain the unit, (b) physical damage to the unit, (c) loss of keys to the unit, or (d) need for any special condition such as fumigation. A \$25 per day penalty may also be assessed for the household's failure to properly vacate the relocation unit when directed to do so by the CDBG Administrator.

VIII. Permanent, Voluntary Displacement and Relocation of Homeowners

- A. Homeowners will have their homes demolished with CDBG funds only as a voluntary action, when rehabilitation of the dwelling is not feasible or cost effective. This form of demolition, with provisions for permanent replacement housing, is referred to as demolition relocation. CDBG funds available for permanent relocation assistance are limited. Therefore, financial assistance shall not exceed that described in the following paragraphs.
- B. Selected homeowners who meet CDBG very low or low income limits will receive demolition/relocation assistance not to exceed a locally adopted maximum dollar amount (unless approved otherwise by the local governing body). The amount will depend upon the actual cost of demolition and the replacement dwelling price, with limits based upon the number of bedrooms needed by the household to meet Section 8 standards. The dollar limits for demolition/relocation assistance are contained in the CDBG Housing/Rehabilitation/Replacement Policies and Procedures Manual.

The assistance amount may be further limited by budget constraints of the CDBG program, so that homeowners may be offered less than these limits. If an owner refuses to accept an offer of assistance, the dwelling will not be demolished and no assistance will be provided.

- C. To the extent feasible, replacement units will be of comparable size and type as original units. Type shall mean single family detached, mobile/manufactured home, or attached. If the unit is attached (duplex, triplex) and the displaced owner also

owns the other unit (s) as rental property, up to \$10,000 per unit shall be granted for construction of attached replacement units, provided that zoning and other applicable regulations allow construction of an attached unit (s), and that the unit (s) which will be rented for a period of seven years to CDBG income eligible households at affordable rent levels. Affordable shall mean the average monthly cost for rent and utility charges (water, sewer, electricity, gas) and shall not exceed 30% of the tenant household's gross monthly income.

- D. Homeowners will be encouraged to relocate onto the property from which they were displaced or onto other property which they own, in order to reduce the cost of the replacement unit. Land shall be included as an eligible replacement unit cost only when the existing site is unsuitable due to inadequate size (based upon zoning or other applicable regulations) or location in a wetland or 100 year floodplain. Existing new housing that is in standard condition may also be approved as replacement housing if included in the CDBG program. Payment shall be disbursed only upon the CDBG Administrator's approval of the replacement unit, based upon the unit being new, affordable and standard.
- E. If a homeowner chooses to not purchase a replacement dwelling, compensation shall be determined in the same manner as described in Section V. Compensation shall not be less than \$2,000. This type of assistance will generally not be approved, as there is no replacement unit provided pursuant to the Uniform Act requirements.

F. If space is available, displaced homeowners may be offered temporary replacement housing in one of the units which may be provided by the CDBG program for housing rehabilitation displacees (although there is not likely to be such units available). Moving and storage allowances will be provided as annotated in section VII.

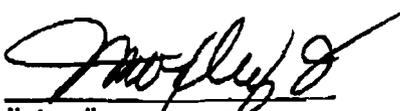
IX. Appeals/Counseling

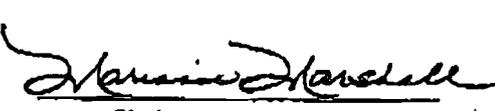
A. If a claim for assistance is denied by the local governing body, the claimant may appeal to the State and the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

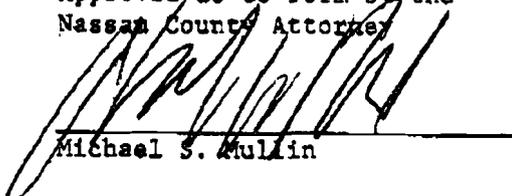
B. Counseling will be provided to displacees in the areas of household finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by the CDBG Administrator to permanently displaced households to ensure that:

- No person is discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, or presence of children in the household.
- Displacees receive information concerning the full range of housing opportunities within the local housing market.

Approved by Nassau County the 12TH Day of March 2001.

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


 Chairman, BCC
 Approved/as to Form by the
 Nassau County Attorney

12 
 Michael S. Mullin

NASSAU COUNTY

CITIZEN PARTICIPATION PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



In order to provide citizens with information concerning the Community Development Block Grant (CDBG) program, Nassau County will take the following actions:

A. Make available to the public, in a reasonable and timely manner, information concerning the amounts of funds available for various activities and the range of activities that may be undertaken.

B. Provide citizens with adequate notice of public hearings, which are to be held at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped. If a significant number of non-English speaking residents could be expected to attend a public hearing, an interpreter will be provided for the language expected to be represented.

C. If any party representing low to moderate income persons requests assistance for developing a proposal for the CDBG, the governing body shall determine the eligibility of the proposed activity. If such activity is eligible for funding, the party's ideas will be discussed at the First Public Hearing in the CDBG application or amendment stage. Information available from the state regarding the application process will be provided to interested parties.

D. Hold at least one Public Hearing to obtain the views of citizens on community development needs.

E. A citizen advisory task force shall be established (composed of citizens of the jurisdiction) to provide input relative to all phases of the project phases. Residents of low and moderate income neighborhoods shall be included in the task force. The task force members will be appointed by the governing body before the Second Public Hearing on the project. Members may be reappointed as a standing committee.

The task force will meet at its discretion and will offer recommendations as deems necessary.

F. Develop and publish a summary of the proposed application that will provide citizens with an opportunity to examine its contents and submit their comments.

G. Consider any comments and views expressed by citizens on the proposed application and, if appropriate, modify the proposed application.

H. Hold at least one Public Hearing to obtain the views of citizens on the final application prior to its submission to the department.

- I. Hold at least one Public Hearing during the grant implementation process to review the program performance. This may be combined with the Public Hearing on amendments, if any such hearings are required.

The following Complaint/Grievance Procedure will be followed for the CDBG program.

- A. Complaints or grievances may be filed by local citizens, property or business owners, or their representatives, on the basis of their belief that the CDBG program design or implementation is inappropriate or illegal based upon such factors as environmental considerations or civil rights.
- B. Complaints shall be issued in writing to the chief elected official within 30 days of the perceived problem and delivered or mailed to the official address of the local government.
- C. The local government shall investigate the complaint/grievance and respond in writing within 15 days, although conclusion of the matter may take more than 15 days.
- D. The investigation may be performed by local officials, staff, consultants, the citizen advisory task force, or others as determined appropriate by the local government.
- E. If the party filing the complaint or grievance is not satisfied with the response, they may appeal to the Florida Department of Community Affairs.
- F. Nothing in this policy shall prohibit a person from filing a complaint with HUD or any other regulatory agency or court. Housing discrimination complaints may be filed directly by calling the discrimination hotlines.

HUD: 1-800-424-8950

State: 1-800-342-8170

Adopted by the governing body the 2th Day of March, 2001.



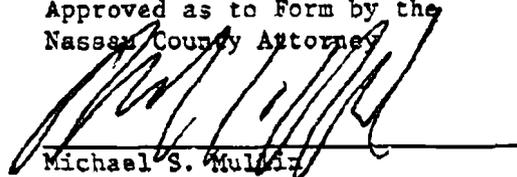
Chairman, Board of County Commissioners

ATTEST:



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

Approved as to Form by the
Nassau County Attorney


Michael S. Mulvey

ORDINANCE 2001 - 13

AN ORDINANCE AMENDING ORDINANCE NO. 87-38, WHICH ESTABLISHED A POLICY IN NASSAU COUNTY, FLORIDA, TO ELIMINATE DISCRIMINATION IN HOUSING BASED UPON RACE, COLOR, RELIGION, ANCESTRY, SEX, AND PLACE OF BIRTH; SPECIFICALLY AMENDING SECTION I, DECLARATION OF POLICY; SECTION IV, DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING; SECTION V, DISCRIMINATION IN THE FINANCING OF HOUSING; AND SECTION VI, DISCRIMINATION IN THE PROVISION OF MORTGAGE SERVICE; ESTABLISHING AN EFFECTIVE

WHEREAS, the Board of County Commissioners has found it necessary to amend Ordinance No. 87-38.

IT IS, THEREFORE, ORDAINED this 23rd day of April, 2001, by the Board of County Commissioners of Nassau County, Florida, that Ordinance No. 87-38 shall be amended as follows:

1. SECTION I - DECLARATION OF POLICY

It is hereby declared to be the policy of Nassau County, Florida, in the exercise of its police power for the public safety, public health, and general welfare, to assure equal opportunity to obtain adequate housing by all persons regardless of race, color, religion, ancestry, sex, familial status, place of birth, ~~physical~~ handicap, or national origin, ~~and to that end, to eliminate discrimination in housing.~~

2. SECTION IV - DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING

As made applicable by Section 3 and except as exempted by Section 3(A) and 7, it shall be unlawful:

A. To refuse to sell or rent after making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion, ancestry, sex, familial status, place of birth, handicap, or national origin.

B. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in provision of services or facilities in connection therewith, because of race, color, religion, ancestry, sex, familial status, place of birth, handicap, or national origin.

C. To make, print, or public, or cause to be made, printed, or published, any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitations, or discrimination based on race, color, religion, ancestry, sex, familial status, place of birth, handicap, or national origin, or an intention to make any such preference, elimination, or discrimination.

D. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representatives

regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, ancestry, sex, familial status, place of birth, handicap, or national origin.

3. SECTION V - DISCRIMINATION IN THE FINANCING OF HOUSING

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to discriminate against him in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance, because of the race, color, religion, ancestry, sex, familial status, place of birth, handicap, or national origin of such person or of any person associated with him in connection with such loans or other financial assistance, or of the present or prospective owners, lessees, tenants, or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given:

PROVIDED, that nothing contained in this Section shall impair the scope or effectiveness of the expectations, contained in Section 3.

4. SECTION VI - DISCRIMINATION IN THE PROVISION OF BROKERAGE SERVICE

It shall be unlawful to deny any person access to or membership or participation in any multi-listing service, real estate brokers organization or other services, organizations, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation on account of race, color, religion, ancestry, sex, familial status, place of birth, handicap, or national origin.

5. EFFECTIVE DATE - This Ordinance shall become effective upon its being filed in the office of the Secretary of State.

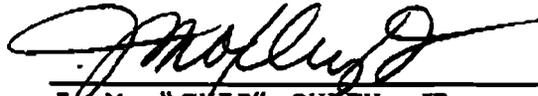
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL

Its: Chairman

ATTEST:



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

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

b/anne/ord/fair-housing-and

**EQUAL EMPLOYMENT OPPORTUNITY
AND FAIR HOUSING**

- The session was conducted at a meeting of the local governing body and was designed for the general public and local elected officials;
- An agenda and training manual/materials were provided for the session; and
- An attendance log was maintained.

■ **Score 5 points** if the local government conducted a training or educational program within twelve months before the application deadline date that meets **all** of the following conditions:

- Notice was provided by mail or email to appropriate professionals and property owners;
- The session was designed and conducted for professionals such as bankers, realtors, insurance agents, or property owners, agents, brokers, etc.;
- An agenda and training manual/materials were provided for the session; and
- An attendance log was maintained.

If both "B" and "C" are claimed for points, the training and education must be conducted at two different times. Documentation of the above must be available for review during the site visit. **Local governments from within the same county who elect to conduct joint training sessions.**

■ Enter the appropriate Outstanding Performance in Fair Housing score. Scores cannot exceed 15 points.

Complete as applicable.

- A. Date of adoption of a Fair Housing Ordinance: 5/26/87 amended 4/23/01 (5 Points)
- B. Date of Training or Educational Program for the General Public and Local Elected Officials: _____ (5 Points)
- C. Date of Training or Educational Program for Professionals: _____ (5 Points)
- D. Enter the appropriate score:

Score: 5
15 Points Maximum

Total Score of CDBG-E-6(1)A plus E-6(1)F plus E-6(2)D:

SCORE: 32.53
100 Points Maximum

RECORD TOTAL EEO/FAIR HOUSING SCORE ON FORM CDBG-E-1

CDBG-E-9: ASSURANCES, CERTIFICATIONS AND SIGNATURES (CONTINUED)

By signature of this application, the local government certifies that the following statements are true and the documentation is on file with the local government and available for public inspection. Title I of the Housing and Community Development Act of 1974, as amended, requires this. The Department may request copies of some of these items if questions arise during the site visit.

These materials must be available in the following order in a three-hole punched binder at the time of the site visit. The local government must maintain this binder if the Department awards a grant to the local government. This binder will become part of the permanent CDBG records. Any changes made after the site visit must be incorporated into the binder.

Instructions: The local government applicant must answer the following questions and complete the requested information as appropriate. Department staff will use the column to the left during the site visit.

DCA USE ONLY	REQUIREMENTS	COMPLETE AS INDICATED	
	CITIZEN PARTICIPATION REQUIREMENTS: We have met the following citizen participation requirements according to Section 290.046, Florida Statutes and Rule 9B-43.006(2)(f), Florida Administrative Code:		
	We have adopted a Citizen's Participation Plan that meets the requirements specified in Section 104(a)(3) of Title I of the Housing and Community Development Act of 1974:	<u>03/12/01</u> Date of Adoption	
	We have appointed a Citizen's Advisory Task Force (CATF) composed of citizens residing in this local government's jurisdiction. This CATF provided input into the application and will continue to provide input into the CDBG program if funded.	<u>X</u> Yes	<u> </u> No
	The CATF held a meeting relating to this grant application on the following date:	<u>12-12-00</u> Date	
	The minutes of the first CATF meeting relating to the grant application are available for review.	<u>X</u> Yes	<u> </u> No
	We met the needs of non-English speaking residents at public hearings when a significant number of non-English speaking residents participated. N/A <u>X</u>	<u> </u> Yes	<u> </u> No
	We held at least two public hearings.	<u>X</u> Yes	<u> </u> No
	The purpose of the first meeting was to obtain the views of the citizens concerning community development needs.	<u>X</u> Yes	<u> </u> No
	The purpose of the second meeting was to obtain the views of citizens concerning the final application to be submitted to the Department.	<u>X</u> Yes	<u> </u> No
	At least five days before the first public hearing, we published, in a newspaper of general circulation in the jurisdiction, the amount of funds available for various activities and the range of activities that we may undertake.	<u>X</u> Yes	<u> </u> No
	Date that we published the notice of the first public hearing:	<u>12/13/00</u> Publication Date	
	Date of the first public hearing:	<u>12/18/00</u> Date	
	The five-day provision is correct.	<u>X</u> Yes	
	We published, in a newspaper of general circulation in the jurisdiction, a summary of the proposed application. We published this summary at least five days before a second public hearing in which we gave the citizens an opportunity to examine a draft of its contents and submit comments.	<u>X</u> Yes	

DCA USE ONLY	REQUIREMENTS		COMPLETE AS INDICATED
	Date that we published the notice of the second public hearing:	01/10/01 Date Publication	
	Date of the second public hearing:	01/22/01 Date	
	The five-day provision is correct:	<input checked="" type="checkbox"/> Yes	
	We considered comments received from the public at the public hearing concerning the proposed application.	<input type="checkbox"/> Yes	
	We modified the proposed application based on the comments.	<input type="checkbox"/> Yes	
	We have developed and adopted a Community Development Plan that identifies our community development and housing needs. In accordance with the primary objective of Title I of the Housing and Community Development Act of 1974, it specifies both short and long-term community development objectives. That objective is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income, OR . . .	N/A Adoption Date	
	Instead of the above, we have designated our Comprehensive Plan, adopted pursuant to Chapter 163, Florida Statutes, as our Community Development Plan.	10/26/94 Date	
	We have adopted an Anti-Displacement and Relocation Policy in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, as amended, 49 C.F.R. Part 24, and 24 C.F.R. Section 570.606.	03/12/01 Adoption Date	
	Copies of letters verifying that we have submitted information, as required, to the Regional Planning Council, Bureau of Historic Preservation, and/or the State Clearing House are on file.	<input checked="" type="checkbox"/> Yes	
	Consistent with the definition in Rule 99B-43.002(24), Florida Administrative Code, we have documented the number of local government minority employees as follows:	19 Number	
	We have adopted a Citizen's Complaint Policy that requires written answers to written complaints and grievances within 15 working days.	3/12/01 Adoption Date	
	We have documented that all proposed activities are not inconsistent with our Comprehensive Plan.	<input checked="" type="checkbox"/> Yes	
	We have adopted a local procurement policy that conforms to the following state and federal regulations: 24 C.F.R. Section 85.36; Section 287.055, Florida Statutes; and, Rule 9B-43, Florida Administrative Code.	6/18/01 Adoption Date	
	We have adopted a fair housing ordinance that references the classes of individuals protected by the Fair Housing Act, 42 U.S.C. 3601-20 and 24 C.F.R. Part 100, (race, color, familial status, handicap, national origin, sex, and religion).	4/23/01 Adoption Date	
	We have adopted an Affirmative Action Plan that includes procedures for hiring minority contractors and goals for hiring minority employees.	8-26-96 Adoption Date	
	We have documentation to verify the "Cost Standard Used" to estimate costs in this application.	<input checked="" type="checkbox"/> Yes	
	We have evidence that we or another named provider has sufficient sewage treatment plant capacity and/or potable water plant capacity to provide an adequate level of service to the job creation location and to the Participating Party or Parties at the level of operational activity and employment proposed in the application.	<input checked="" type="checkbox"/> Yes	