

Contract Number: _____

Agreement Between The
Northeast Florida Regional Council
And
Nassau County

THIS AGREEMENT is entered into by and between Nassau County, Florida (hereinafter referred to as the "County"), and the Northeast Florida Regional Council, (hereinafter referred to as the "Council").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

- A. WHEREAS, the Council represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services, and
- B. WHEREAS, the County has a need for such services, and does hereby accept the offer of the Council upon the terms and conditions hereinafter set forth, and

NOW, THEREFORE, the County and the Council do mutually agree as follows:

(1) SCOPE OF WORK.

The Council shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Council and the County shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end July 31, 2007, unless terminated earlier in accordance with the provisions of paragraph (8) of this Agreement.

(4) MODIFICATION OF CONTRACT: REPAYMENTS.

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING.

- (a) If applicable, Council performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) and OMB Circular No. A-87, "Cost Principles for State and Local Governments".

- (b) All original records pertinent to this Agreement shall be retained by the Recipient for three (3) years following the date of termination of this Agreement or of submission of final close-out report, whichever is later, with the following exceptions:
1. If any litigation, claim or audit is started before the expiration of the three (3) year period and extends beyond the three (3) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for three (3) years after final disposition.
 3. Records relating to real property acquisition shall be retained for three (3) years after closing of title.
- (c) The Council, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the County. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the County.

(6) MONITORING.

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

(7) LIABILITY.

- (a) Unless Council is an agency of the State or subdivision, the Council shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall save the County harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Council agrees that it is not an employee of the County.

(8) DEFAULT; REMEDIES; TERMINATION.

- (a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur (Events of Default"), all obligations on the part of the County to make any further payment of funds hereunder shall, if the County so elects, terminate and the County may, at its option, exercise any of its remedies set forth herein, but the County may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Council in this Agreement or any previous Agreement with the County shall at any time be false or misleading in any respect, or if the Council shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the County and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 2. If any material adverse change shall occur in the financial condition of the Council at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the County, and the Council fails to cure said material adverse change within thirty (30) days from the date written notice is sent by the County;
 3. If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information; or
 4. If the Council has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment A.
- (b) Upon the happening of an Event of Default, then the County may, at its option, upon written notice to the Council and upon the Council's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the County from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the Council is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (9) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Council to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Council to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Council to reimburse the County for the amount of costs incurred for any items determined to be ineligible; and

5. Exercise any other rights or remedies which may be otherwise available under law.

- (c) The County may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Council to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- (d) Suspension or termination constitutes final agency action under Chapter 120, Florida Statutes, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The Council shall return funds to the County if found in non-Compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) This Agreement may be terminated by the written mutual consent of parties.
- (g) Notwithstanding the above, the Council shall not be relieved of liability to the County by virtue of any breach of Agreement by the Council. The County may, to the extent authorized by law, withhold any payments to the Council for purpose of set-off until such time as the exact amount of damages due the County from the Council is determined.

(9) NOTICE AND CONTACT.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery; first class, certified mail, return receipt requested; or e-mail to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.
- (b) The name and address of the Representative of the County responsible for the administration of this Agreement is:

Ms. Nancy Freeman
Nassau County
96135 Nassau Place
Yulee, Florida
Telephone: 904-548-4980

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

Mr. Jeffrey Alexander.
NEFRC
6850 Belfort Oaks Place
Jacksonville, Florida 32216
Telephone: 904-279-0885

- (d) In the event that different representatives or addresses are Designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (9)(a) above.

(10) OTHER PROVISIONS.

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

transportation, State and Local government services, and in telecommunications.

- (f) A person or affiliate who has been placed on the convicted vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted or discriminatory vendor list.

(11) AUDIT REQUIREMENTS.

- (a) The Council agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (c) The Recipient shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(12) SUBCONTRACTS.

If the Council subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the County within thirty (30) days after the execution of the subcontract. The Council agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and County harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(13) TERMS AND CONDITIONS.

- a) The Agreement contains all the terms and conditions agreed upon by the parties.
- b) The Council is bound by all applicable state and federal laws and regulations.
- c) The Council shall hold the County harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law

(14) ATTACHMENTS.

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

(15) FUNDING/CONSIDERATION.

This is a set fee Agreement. The Recipient shall be paid for satisfactory performance of work hereunder in an amount not to exceed \$7,500.00.

Schedule of payments: Due upon agreement signing 50%
 Due at completion of event 50%

(16) STANDARD CONDITIONS.

The Council agrees to be bound by the following standard conditions:

- (a) This Agreement cannot be extended.
- (b) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- (c) The County reserves the right to unilaterally cancel this Agreement for refusal by the Council to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Council in conjunction with this Agreement.
- (d) The County will not intentionally award publicly-funded contracts to any recipient who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Council of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement.

(17) LOBBYING PROHIBITION.

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

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

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

(18) LEGAL AUTHORIZATION.

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

(19) VENDOR PAYMENTS.

Invoices properly submitted to the County shall be paid within 60 days.

(20) DISPUTES

Any dispute arising under this shall be addressed by the representatives of the County and the Council as set forth herein. Disputes shall be set forth in writing to the County Administrator or his designee with a copy to the Project Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial

meeting shall be with the County Administrator and the Project Manager or their designee and a representative of the Council. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Project Manager or his/her designee, and the County Attorney and the County Administrator and the Project Manager or their designee (s) shall meet with the Council's representative (s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Council. If either party initiates a Court proceeding, and the Court orders, or the parties agree to mediation, the cost of the mediation shall be borne by the Council. Council shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

(21) SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

For the County:

NASSAU COUNTY

WITNESS

BY: Michael H. Boyle

BY: Brenda K. Linville

Name and Title Michael H. Boyle

Name and Title Brenda K. Linville

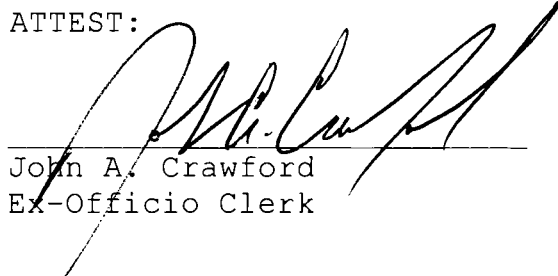
Vice Chairman
Please Print or Type

Deputy Clerk
Please Print or Type

Date: April 11, 2007

Date: April 11, 2007

ATTEST:



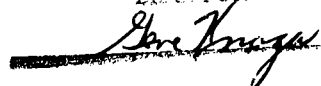
John A. Crawford
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



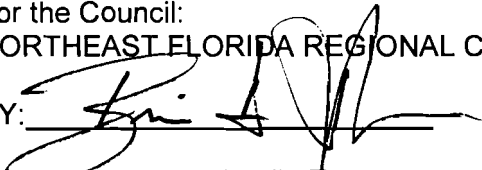
David A. Hallman

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER



DATE 4/17/07

For the Council:
NORTHEAST FLORIDA REGIONAL COUNCIL

BY: 

Name and Title: Brian D. Teeple

Executive Director

Date: 5/8/07

FEID#: 59-1745473

WITNESS

BY: Donna Starling

Name and Title Donna Starling

Chief Financial Officer
Please Print or Type

Date: 5/8/07

Attachment A

Scope of Work

The purpose of this scope of work is to provide a framework for local planning and technical support to the Nassau County Department of Emergency Management and Florida Department of Health for the execution of a Pandemic Flu Awareness Summit to be held in Nassau County.

The Northeast Florida Regional Council (NEFRC) will support the Nassau County Department of Emergency Management (NCDEM) and the Florida Department of Health (DoH) in the planning and execution of a Pandemic Flu Awareness Summit for Law Enforcement and Civic leaders.

In order to ensure the successful planning and execution of the event as described above, the NEFRC will accomplish the following tasks and goals:

1) **Identification and Reservation of Summit Location**

- The Summit location will be a resort/hotel on Amelia Island with adequate conference and dining capacity for up to 75 attendees.
- NEFRC will reserve facilities for the summit.

2) **Registration of Summit Attendees**

- NEFRC will register those invited who desire to attend the summit.

3) **Identification and Confirmation of Speakers / Session Leaders**

- NEFRC will contact persons whose academic and/or professional experience will help educate attendees on pandemic flu issues affecting the law enforcement community.

4) **Creation of Summit Agenda**

- NEFRC will create and update the summit agenda in order to provide the best experience for summit attendees in the time allotted.

5) **Summit Logistical Support**

- NEFRC staff will provide logistical support before and during the summit, helping to ensure the smooth execution of the summit agenda.

6) **Provide a Brief After-Action Summary of the Summit**



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

Jim B. Higginbotham
Michael H. Boyle
Tom Branan
Barry Holloway
Marianne Marshall

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

JOHN A. CRAWFORD
Ex-Officio Clerk

DAVID A. HALLMAN
County Attorney

APR 23 2007
April 23, 2007

Mr. Brian D. Teeple, Executive Director
Northeast Florida Regional Council
6850 Belfort Oak Place
Jacksonville, FL 32216

RE: Agreement between the Northeast Florida Regional Council and Nassau County

Dear Mr. Teeple:

During a regular session of the Nassau County Board of County Commissioners held April 11, 1007, the Board approved and authorized the Chairman to sign the referenced Agreement. I have enclosed one original document for your signature. Once signed, please return the fully executed Agreement, including witness signature where appropriate to me in the enclosed self-addressed envelope.

Thank you for your assistance in this matter. If I can be of any service to you, please do not hesitate to let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Crawford".

John A. Crawford
Ex-Officio Clerk

Enclosures

/bkl

(904) 548- 4660, 879-1029, (800) 958- 3496

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