

Contract Number: CN08-62

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 June 30, 2008, 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. Joseph Garcia.  
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 \$10,000.00.

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.

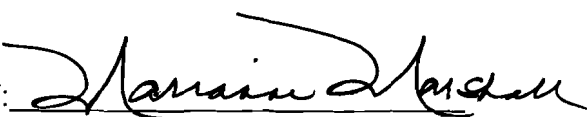
Invoices properly submitted to the County shall be paid within 60 days.

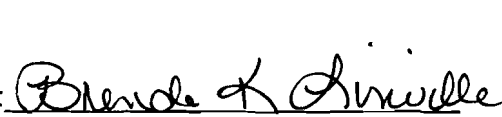
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

For the County:

NASSAU COUNTY

WITNESS

BY: 

BY: 

Name and Title Marianne Marshall

Name and Title Brenda K. Linville

Chair, BOCC

Deputy Clerk



Please Print or Type

Please Print or Type

Date: January 9, 2008

Date: January 9, 2008

ATTEST AS TO THE CHAIR'S SIGNATURE:



\_\_\_\_\_  
 JOHN A. CRAWFORD  
 Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

REVIEWED BY ANNE L. NAGA  
CHIEF DEPUTY COMPTROLLER/ASST. SUSTAINABILITY



\_\_\_\_\_  
 DATE 1/9/08

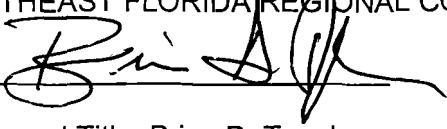


\_\_\_\_\_  
 David A. Hallman

January 9, 2008  
Date

For the Council:

NORTHEAST FLORIDA REGIONAL COUNCIL

BY: 

Name and Title: Brian D. Teeple

Executive Director

Date: 2/8/08

FEID#: 59-1745473

WITNESS

BY: Donna Starling

Name and Title: Donna Starling, CFO

Please Print or Type

Date: 2/8/08

## **Attachment A**

### **Scope of Work**

The purpose of this scope of work is to provide planning, development, and coordination support to the Nassau County Department of Emergency Management for the execution of a Full-Scale Exercise to be held in Nassau County in conjunction with the Full-Scale Exercise being held by Kings Bay Naval Submarine Base.

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) Coordination with Kings Bay Exercise Planning Team**

- NEFRC Staff will attend planning meetings held by Kings Bay personnel concerning the Full-Scale Exercise.
- NEFRC Staff will coordinate with Kings Bay exercise controllers before and during the exercise.

#### **2) Coordination of Exercise Planning Team**

- NEFRC will coordinate with members of the Exercise Planning Team and coordinate its activities.

#### **3) Conduct Exercise Planning Meetings**

- NEFRC will facilitate all planning meetings.
- NEFRC will develop meeting agendas and meeting materials.

#### **4) Development of Exercise Documentation**

- NEFRC will create and manage exercise documentation, including:
  - Exercise Plan
  - Controller & Evaluator Handbook
  - Player Handbook
  - Master Scenario Event List
  - After Action Report / Improvement Plan

#### **5) Exercise Control and Evaluation**

- NEFRC Staff will serve as Exercise Controllers and Evaluators for the exercise.
- NEFRC will arrange for third-party Control and Evaluation staff if required.
- NEFRC will train Controllers and Evaluators prior to the exercise.

#### **6) Utilization of HSEEP**

- NEFRC Staff will utilize the Homeland Security Exercise and Evaluation Program as the standard for exercise documentation, conduct, and reporting.

#### **7) After Action Conference / Improvement Planning**

- NEFRC Staff will facilitate an After Action Conference for Planning Team members and major Exercise Participants.
- NEFRC Staff will coordinate the development of an Improvement Plan for participating agencies.