

AGREEMENT

THIS AGREEMENT is made this 30th day of August, 2011, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter the "County", and the Nassau County Council on Aging, Inc., hereinafter the "COA".

WHEREAS, the County and COA entered into a Lease Agreement on December 14, 2009 for the property located at 11 North 14th Street in Fernandina Beach, Florida for the purpose of constructing a senior center facility that will serve the community needs by providing programs and activities; and

WHEREAS, the Council has applied to the Florida Department of Transportation and has been selected to receive Transit Discretionary Program funds to be utilized for the construction of a new Council on Aging Transportation Center. The work to complete said construction, other than site preparation provided for in this Agreement, shall be done pursuant to a contract (Construction Contract) between the County and a construction contractor selected by the County.

NOW, THEREFORE, in consideration of the foregoing premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions hereinafter set forth, the COUNTY and the COA, intending to be legally bound hereby, agree as follows:

1. The Nassau County Council on Aging, Inc. (COA) shall no later than ten (10) days prior to commencement of work under the Construction Contract have prepared the site for construction in accordance with the specifications set forth in Exhibit A.

2. COA shall place on deposit with Nassau County an amount equal to 125% of the difference between the County's contract amount under the Construction Contract and the amount of the award available for reimbursement pursuant to Joint Participation Agreement, Financial Project No. 43040019412 (\$267,000). Said deposit shall be made no later than ten (10) days prior to the anticipated date of Notice of Award with the County's Contractor pursuant to the Construction Contract. If the final cost to Nassau County under the Construction Contract does exceed \$267,000.00, Nassau County shall, from time to time, withdraw so much of the deposit from COA to ensure no cost to the taxpayers of Nassau County, Florida. If the total cost to the County under the Construction Contract exceeds the sum of the Florida Department of Transportation funding and COA

deposit, COA agrees to pay upon invoice within 30 days to the County said difference. If, on the other hand, after payment in full to the County's contractor under the Construction Contract, there remain unexpended funds in the COA deposit, said funds shall be returned to the COA within 30 days.

3. **Construction Management.**

3.1 COA appoints Nassau County as its agent for determination of whether the construction work performed is in accordance with the specifications and legal requirements and further agrees that Nassau County shall and does hereby have final decision-making authority regarding the need for and cost of any change orders considered or suggested. Any change orders or cost increases will be reviewed by Nassau County and COA. The County shall have final decision making authority regarding the need for said changes. COA may at its option proceed with any change orders that incur additional cost by paying said difference to the County upon acceptance of the change order. Therefore, in the case where the County approves a change order with which the COA does not concur, where the County concludes that such a change order is necessary based on sound engineering or legal requirements, the COA shall be financially responsible notwithstanding their disagreement. In the case where the County disagrees with a proposed change order, the COA shall

have the option of approving same over the County's objection provided that the COA shall pay the said change order.

3.2 COA agrees to cooperate in execution of an amendment or assignment of its agreement with Miranda Architects, such that at no cost to Nassau County, Nassau County shall be empowered to direct and receive the benefit of the construction management functions of Miranda's efforts pursuant to the contract between Miranda Architect and the COA dated June 3, 2009.

4. **Use and Maintenance of Project Facilities and Equipment.**

The COA agrees that the project facilities and equipment will be used by the County to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the County. The COA further agrees to maintain the project facilities, systems, and equipment in good working order for the useful life of said facilities or equipment.

5. **Term.** This Agreement shall become effective upon execution by both parties and shall remain in effect through the final completion of the Project unless terminated pursuant to Paragraph 6.

6. **Termination.**

6.1 **Termination or Suspension Generally:** If the COA abandons or, before completion, finally discontinues the project; or if,

by reason of any of the events or conditions, the commencement, pursuit of, or timely completion of the project by the COA is rendered improbable, infeasible, impossible, or illegal, the County may by written notice to the COA, suspend any and all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the County may terminate any or all of its obligations under this Agreement.

7. **Records Retention.**

7.1 The COA shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date of final inspection and acceptance of the project, and shall allow the County, or its designee, access to such records upon request by the County. The COA shall ensure independent audit working papers are made available to the County, or its designee, upon request for a period of at least five (5) years from the date of final inspection and acceptance of the project, unless extended in writing by the County. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request. Records of costs incurred include the

general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the County for a proper audit of costs.

7.2 The County reserves the right to unilaterally cancel this Agreement for refusal by the contractor or COA to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received in conjunction with this Agreement.

8. **INSURANCE.** The Nassau County Council on Aging, Inc., at its own expense, shall provide and keep in force comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Demised Premises, such insurance to afford minimum protection, during the term of this Lease, of not less than \$1,000,000.00 in respect of personal injury or death to any one person, and of not less than \$500,000.00 for property damage, combined single limit per occurrence. Such policy shall name the County as an additional named insured and shall be endorsed with an agreement that no change in coverage shall occur without the prior written consent of the COUNTY. COA shall furnish County with a certificate of insurance evidencing compliance with the provisions of this paragraph periodically upon County's request.

COA shall provide any additional insurance coverage, through a rider, if so required by County due to any change in use of demised premises by COA.

9. **Law Governing this Agreement.** This Agreement shall be consistent, with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida.

10. **Modification.** Unless otherwise specified herein, no modification, amendment, or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed by the duly authorized representatives of both the County and the Council.

11. **Severability.** If any section, subsection, sentence, clause phrase, or portion of this Agreement 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.

12. **Notices.**

Whenever notice and all correspondence is given under this Agreement, it shall be sent by certified mail, return receipt

requested, or Federal Express with signature required, as follows:

FOR THE COUNTY

FOR THE COUNCIL

Chairman
Nassau County
Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

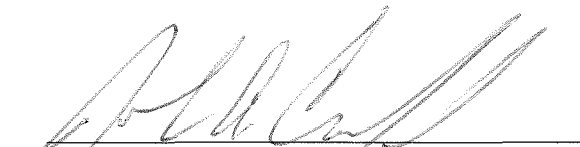
Executive Director
Nassau Co. Council on Aging Inc.
1367 South 18th Street
Fernandina Beach, FL 32034

13. This Agreement shall be construed in accordance with the applicable laws of the State of Florida. If any provision of this Agreement violates any statute or rule of the State of Florida, it is considered modified to conform to that statute or rule of law.

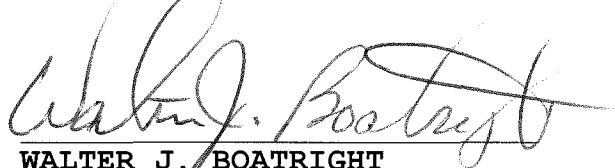
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST AS TO
CHAIRMAN'S SIGNATURE:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

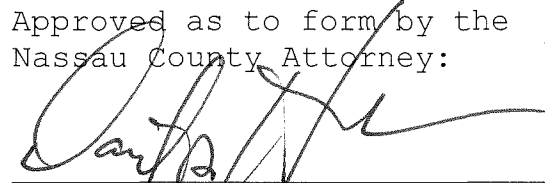


JOHN A. CRAWFORD
Its: Ex-Officio Clerk



WALTER J. BOATRIGHT
Its: Chairman

Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN, ESQ.

WJK
8/30/11

WJK
8/30/11

NASSAU COUNTY COUNCIL ON AGING, INC.

WITNESSES:

[Signature]
Sign Name

By: [Signature]
Janet Carver
Its: President
Board of Directors

Gail C. MORGAN
Print Name

FRAN Shea
Sign Name

Fran Shea
Print Name

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 24th day of August, 2011, by Janet Carver, the President of the Board of Directors of the Nassau County Council on Aging, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me and did not take an oath.

[Signature]
Print Name: _____
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE
My Commission Expires:

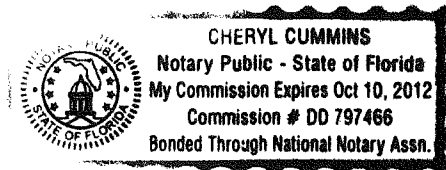
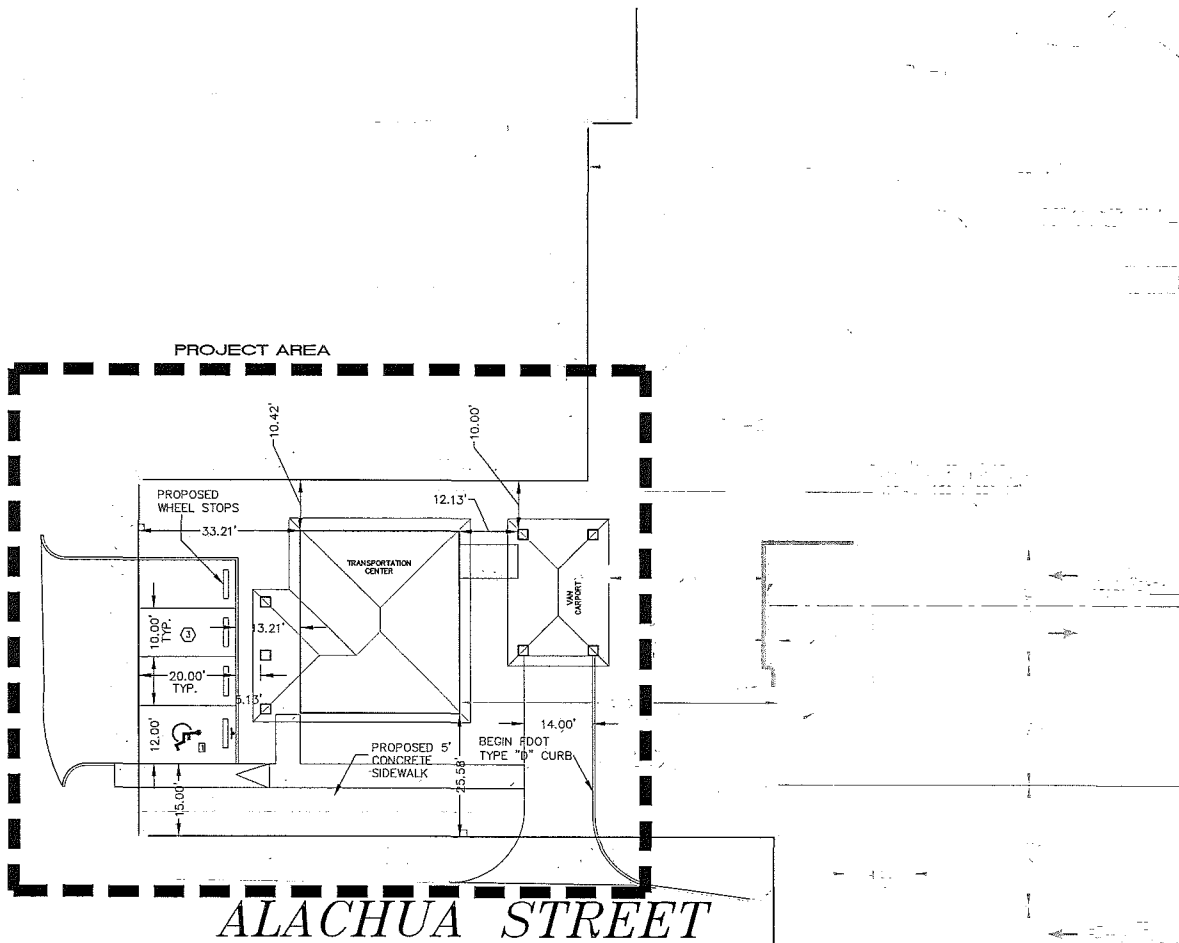
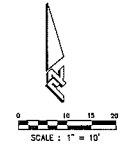


EXHIBIT "A"

NORTH THIRTI



ALACHUA STREET



- LEGEND:**
- PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONCRETE
 - 2' DETECTABLE WARNING SURFACE
 - PERVIOUS PAVEMENT
 - 10' X 20' PARKING SPACES
 - 12' X 20' HANDICAP PARKING SPACES

- NOTES:**
1. UNLESS OTHERWISE INDICATED, DIMENSIONS SHOWN ARE TO FACE OF CURB.
 2. FIRE LANES SHALL BE MARKED WITH FREE STANDING SIGNS WITH THE WORDS "NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT". SIGNS SHALL BE 12" X 48" WITH WHITE BACKGROUND AND RED LETTERING AND SHALL BE A MAXIMUM OF 7 FEET FROM ROADWAY TO BOTTOM OF SIGN. SIGNS SHALL BE WITHIN SIGHT OF THE TRAFFIC FLOW AND BE A MAXIMUM OF 60 FEET APART.
 3. HORIZONTAL CONTROL FOR BUILDING LAYOUT TO BE PERFORMED AND VERIFIED USING BUILDING FOOTPRINT FROM ARCHITECTURAL PLANS. BUILDING FOOTPRINT ON CIVIL PLANS IS SHOWN FOR REFERENCE PURPOSES ONLY. ANY HORIZONTAL CONTROL DISCREPANCIES BETWEEN CIVIL AND ARCHITECTURAL PLANS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO PROCEEDING WITH CONSTRUCTION.

PARKING TABLE

N. 13TH STREET PARKING SPACES:	3
N. 13TH STREET HANDICAP SPACES:	1

SIDEYARD SETBACK REQUIREMENTS

FRONT YARD SETBACK (F)-	25 FT.
REAR YARD SETBACK (R)-	10 FT.
SIDEYARD SETBACK (S)-	10 FT.
SIDEYARD SETBACK (S)-	10 FT.

**NASSAU COUNTY TRANSPORTATION BUILDING
102 NORTH 13TH STREET
FINAL SITE PLANS
SITE LAYOUT PLAN**

CITY OF EDIMONDON, FLORIDA

<p>ZEV COHEN PROFESSIONAL ENGINEER NASSAU COUNTY TRANSPORTATION BUILDING 102 NORTH 13TH STREET EDIMONDON, FLORIDA 32117 PHONE: 352-877-1111 FAX: 352-877-1111</p>	<p>PROJ. NO. 2024-001 DATE: 08/20/2024 DRAWN BY: ZC CHECKED BY: ZC DESIGNED BY: ZC</p>
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SCALE: AS SHOWN
SHEET: C-6 of 10