

CONTRACT
Between
Nassau County, Florida
and
Northeast Florida Regional Council

This CONTRACT is entered into by and between the Nassau County Board of County Commissioners, Florida, herein after referred to as "the County," and the Northeast Florida Regional Council, herein after referred to as the "NEFRC" for technical assistance.

THIS CONTRACT IS ENTERED INTO BASED ON THE FOLLOWING:

- A. WHEREAS, the NEFRC 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 committed \$60,000 under the terms of this contract; and
- C. WHEREAS, the NEFRC has committed \$25,000 cash match under the terms of this contract, and;
- D. WHEREAS, the County has a need for such services, and does hereby accept the offer of the NEFRC upon the terms and conditions hereinafter set forth.

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

1. PERIOD OF CONTRACT.

This Contract shall begin upon execution by both parties and shall end upon acceptance of a final deliverable, as included in the Scope of Work, Attachment A, or on the date of termination under Section 7 of this agreement, whichever occurs first. Subject to the provisions of Section 7 below the Contract may be cancelled by either party upon thirty (30) days written notification by the cancelling party.

2. SCOPE OF WORK.

The NEFRC shall fully perform the obligations as described in the Scope of Work, Attachment A of this Contract.

3. COMPENSATION AND PAYMENT.

A. Compensation for the performance of the activities described in the Scope of Work is contained in Attachment A.

B. Payment shall be made within forty-five (45) days of invoicing, which shall occur on the schedule indicated below and as detailed in Attachment A.

Monthly report and invoice

Quarterly report and invoice

Upon receipt and approval of deliverable and invoice

Other: _____

4. MODIFICATION OF CONTRACT.

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

5. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

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

B. The NEFRC shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, created or received by the NEFRC in conjunction with this Contract. The NEFRC shall notify the County of any public record request related to this Contract.

C. The NEFRC shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Contract.

6. LIABILITY.

The NEFRC shall hold harmless the County against all claims of whatever nature arising out of the performance of work under this Contract to the extent allowed and required by law.

7. DISPUTE OR TERMINATION.

Each party has obligations pursuant to the Scope of Work, Attachment A. If either party believes that there has been default under the Contract, they shall inform the other by written notice of the perceived dispute and recommend a cure. If the default is not corrected to the satisfaction of both parties within 30 days, the Contract may be terminated immediately upon receipt of written notice. If the Contract is terminated before performance is completed, NEFRC shall be paid for work satisfactorily performed, for which costs can be substantiated, as of the date of termination. Upon payment the NEFRC shall immediately provide to the County all work products developed pursuant to this Contract. Venue for any disputes regarding this Contract shall be in Nassau County, Florida.

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to NCFRC by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to NEFRC. NEFRC should have a representative, at the meeting that can render a decision on behalf of the Vendor

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by NEFRC. NEFRC shall not stop work during the pendency of mediation or dispute resolution.

8. RECORDKEEPING & CONTRACT.

A. All original records pertinent to this Contract shall be retained by the NEFRC for the period mandated by the State of Florida, or three (3) years following the date of completion or, if applicable, termination of this Contract, whichever is later, with the following exception:

If any litigation, claim, or audit is started before the expiration of the State mandated or three (3) year period and extends beyond the State mandated or three (3) year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved.

B. All records, including supporting documentation shall be sufficient to determine compliance with the Contract Scope of Work, Attachment A, and all other applicable laws and regulations.

C. The NEFRC, its employees including all subcontractors or consultants and agents to be paid from the approved budget provided under this Contract, shall allow access to related records at reasonable times to the County, its employees, and agents. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the County.

D. The NEFRC further agrees to be bound by the specific public records requirements set forth in Attachment B.

9. MONITORING PERFORMANCE.

Both parties shall consistently monitor performance under this Contract to ensure time schedules are being met and the Scope of Work, Attachment A, is being accomplished within specified time periods, and performance goals are being achieved. Such review shall be made for each function or activity set forth in the Scope of Work, Attachment A of this Contract. The County shall timely review reports and deliverables as included in the Scope of Work, Attachment A, and payment for invoices shall indicate final acceptance of work.

10. ASSIGNMENT AND SUBCONTRACTS.

The NEFRC shall not assign or transfer any work under this Contract without the prior written consent of the County. If the NEFRC subcontracts any or all of the work required under this Contract, a copy of the executed subcontract must be forwarded to the County within thirty (30) days after the execution of the subcontract. The NEFRC agrees to include on the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the County harmless against all claims of

whatever nature arising out of the subcontractor's performance of work under this Contract, to the extent allowed by law.

11. COPYRIGHT, PATENT, AND TRADEMARK.

- A. If the NEFRC brings to the performance of this Contract a pre-existing patent or copyright, the NEFRC shall retain all rights and entitlements to that pre-existing patent or copyright unless the Contract provides otherwise.

- B. If any discovery or invention arises or is developed in the course of, or as a result of work or services performed under this Contract, or in any way connected herewith, the NEFRC shall refer the discovery or invention to the County for a determination whether patent protection will be sought jointly in the name of the County and the NEFRC. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved jointly to the County and the NEFRC. In the event that any books, manuals, films, or other copyrightable material are produced, the NEFRC shall notify the County. Any and all copyrights accruing under or in connection with the performance under this Contract are hereby reserved jointly to the County and the NEFRC.

- C. Within thirty (30) days of execution of this Contract, the NEFRC shall disclose all intellectual properties relevant to the performance of this Contract which could give rise to a patent or copyright. The NEFRC shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate no such property exists. The County shall then, under Paragraph (B), jointly with the NEFRC have the right to all patents and copyrights which develop during performance of the Contract.

12. NOTICES AND CONTRACT REPRESENTATIVES.

- A. Any notices provided under this Contract shall be in writing and shall be delivered to the following:
 - 1. The Representative of the County responsible for the administration of this Contract.

Nassau County, Florida
Planning & Economic Opportunity
Taco Pope, Director
96161 Nassau Place
Yulee, FL 32097
904-530-6300
tpope@nassaucountyfl.com

2. The Representative of the NEFRC responsible for the administration of this Contract:

Northeast Florida Regional Council
Brian D. Teeple, AICP
Chief Executive Officer
100 Festival Park Avenue
Jacksonville, FL 32202
904-279-0880 (phone)
904-279-0881 (fax)
BTeeple@nefrc.org

13. ATTACHMENTS.

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

Attachment A – Scope of Work
Attachment B – Public Records Requirements

14. COUNTY'S OBLIGATION

The County's financial obligations hereunder are subject to and contingent upon County Commission approval and future appropriations of lawfully appropriated funds.

[Remainder of page intentionally left blank]

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

For Nassau County, Florida
Board of County Commissioners:



Signature

Pat Edwards, Chair


Print Name/Title

March 12, 2018

Date

ATTEST TO CHAIR SIGNATURE

Approved as to form and legal sufficiency:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

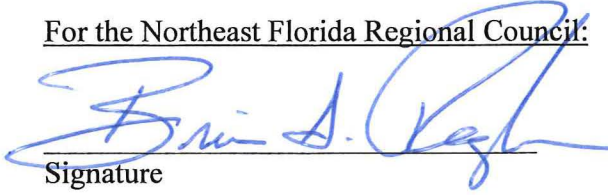


MICHAEL MULLIN

MES
03-13-18

[Signatures continued on next page]

For the Northeast Florida Regional Council:


Signature

Brian D. Teeple, Chief Executive Officer
Print Name/Title

2/6/18
Date

Attachment A

Nassau County Fiscal Analysis Tool Development NEFRC Scope of Work

Project Description: Develop a fiscal assessment tool, applicable to all local governments in Northeast Florida, using Nassau County to create a toll, prior to general roll-out in the region.

Task 1. Modelling Approach

NEFRC shall outline an approach to developing the tool and shall describe both the theoretical and practical basis for that recommendation. Ease of use and updating, accuracy of the expected results, and availability of input data, at a minimum, will also be considered.

Deliverable: A report describing the Modelling Approach.

Task 2. Stakeholder Meeting/Data Collection

Amount Due to NEFRC: \$10,000

NEFRC shall attend a stakeholder meeting at which the approach will be finalized and all necessary data sets identified. NEFRC with the assistance of Nassau County shall collect and source the required data.

Deliverable: A report of sourced data sets shall be provided to the County.

Amount Due to NEFRC: \$10,000

Task 3. Tool Development and Testing

NEFRC shall develop the tool and, with assistance from the stakeholders, test it on no less than five (5) developments/land use scenarios selected by the stakeholders. Model delivery shall be accompanied by a detailed explanation of all calculations, formula, algorithms, and equations used in the model.

Deliverable: The model shall be provided to the County. Model delivery shall be accompanied by a detailed explanation of all calculations, formula, algorithms, and equations used in the model.

Amount Due to NEFRC: \$30,000

Task 4. User Manual and Staff Training

NEFRC shall develop a detailed and understandable user manual that would be suitable for someone wholly unfamiliar with the model to make accurate and efficient use of the tool. NEFRC shall provide at least one day of on-site training for stakeholders.

Deliverable: Sourced User Manual and, at a minimum, one day of stakeholder training.

Amount Due to NEFRC: \$10,000

Attachment B

Public Records Requirements

1. PUBLIC RECORDS LAW

The NEFRC acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The NEFRC acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the NEFRC covenants to comply with the Public Records Laws, and in particular to:

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the NEFRC does not transfer the records to the County; and,
- (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the NEFRC or keep and maintain public records required by the County to perform the services. If the NEFRC transfers all public records to the County upon completion of the Agreement, the NEFRC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the NEFRC keeps and maintains public records upon completion of the Agreement, the NEFRC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

2. The NEFRC's failure to comply with the requirements of paragraph 1 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the NEFRC.

3. The NEFRC acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the NEFRC, require as follows:

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the NEFRC of the request, and the NEFRC must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the NEFRC does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the NEFRC fails to provide the public records to the County within a reasonable time, the NEFRC may be subject to penalties under Section 119.10, Florida Statutes.

4. IF THE NEFRC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE NEFRC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-53-6250. dmoody@nassaucountyfl.com, 96161 Nassau Place, Yulee, Florida 32097.