

Interlocal Agreement
Between
Nassau County (the "County"), a political subdivision of the State of Florida
and the
Florida Governmental Utility Authority (the "FGUA"), a legal entity and public body
created by interlocal agreement pursuant to Section 163.01(7) Florida Statutes
for Water and Wastewater Utility Capital Project and related Grant/Loan Administration and Special
Assessment Services

This interlocal agreement ("Agreement") is made and entered into this 12th day of Dec. 2019, by and between Nassau County, Florida (the "County"), a political subdivision of the State of Florida, and the Florida Governmental Utility Authority (the "FGUA" or "Authority"), a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes.

WITNESSETH:

WHEREAS, the County and the FGUA previously entered into that certain Interlocal Agreement Relating to the Provision of Utility Services to the Nassau County Amelia Utility (NAU) Water and Wastewater Utility System pursuant to which the FGUA provides utility services to the County; and

WHEREAS, the agreement provides for the FGUA to perform certain capital repair and replacement (R&R) project administration services as directed by the County and consistent with the budget; and

WHEREAS, the County recognizes the need to prosecute certain additional capital improvement projects, minor and major, to improve utility infrastructure and expand services beyond R&R which have been identified in the course of the FGUA's management services role, and

WHEREAS, these projects include a complex water and sewer conversion construction project in the American Beach community, a re-metering project, and other priority service improvement activities within the (NAU) service area which may also involve the pursuit, securing and administration of external grant and loan funding resources with other governmental support agencies to support these projects, and

WHEREAS, certain projects, particularly the American Beach water and sewer conversion project, may involve the development of a special assessment revenue component which will require specialized expertise to comply with applicable law, and

WHEREAS, the FGUA possesses the unique experience and expertise to provide the County with water and wastewater utility capital project and related grant administration and special assessment services, having performed this work for over twenty years throughout the State, and

WHEREAS, the FGUA has familiarity with the County's NAU system and has developed relationships with various water and wastewater funding agencies to facilitate the County's funding of and prosecution of these projects,

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Incorporation. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. Scope of Services.

A. Summary of Services to be Rendered

The FGUA will perform the “Scope of Services” set forth in Attachment A, which is incorporated herein by reference, to assist the County in advancing various capital improvement projects, including the American Beach Water and Sewer Conversion project and others as assigned by the County pursuant to individual work authorizations from the County Manager. As a special purpose government focused solely on the management, operation, maintenance, and improvement of water and wastewater services, the FGUA will utilize the services of various contractors under contract with the FGUA who possess the necessary skills and expertise to provide relevant portions of the Scope of Services in a professional and workmanlike manner. These contractors include, but are not limited to, a pool of consulting engineering firms selected in accordance with State Law, Raftelis Financial Consultants, Inc. (“Raftelis”, and formerly known as Public Resources Management Group, Inc.), Government Services Group, Inc. (“GSG”), U.S. Water Services Corporation (“USWSC”) and Nabors, Giblin Nickerson (NGN) law firm. GSG will provide the overall capital program and project planning, administration, construction contracting and inspection services, grant/loan administration and special assessment services. The FGUA and its contractors will exercise the same degree of care, skill, and diligence in the performance of the Scope of Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

B. County Responsibilities

For the FGUA to complete the Scope of Services, the County agrees to assist the FGUA in securing all data, plans and related information concerning the projects assigned and reasonably required by the FGUA. The County shall also provide to the FGUA all available community planning information, including but not limited to estimated utility customer demand forecasts consistent with its comprehensive plans and financial information for grant and loan applications which may assist the execution of capital projects. The County also agrees to provide the FGUA with all financial, budget and grant application information and financial services support necessary to carry out these activities

SECTION 3. Compensation.

A. Fees

1. The County shall pay the FGUA for Capital Project Administration services, excluding Construction Inspection services, a fee equal to five percent (5%) of the estimated capital project cost and shall pay the FGUA for Construction Inspection Services, on an hourly basis at the FGUA adopted hourly rates reflected in Attachment B..

2. The County shall pay the FGUA for Special Assessment Services, as provided in Attachment A, on a time and materials basis in accordance with the hourly rates set forth in Attachment B, which is incorporated herein by reference. The not to exceed total compensation, including fees and costs (specified in B. below) shall be determined on a project by project basis based upon negotiation between the County and FGUA.
3. The County shall pay the FGUA for Grant/Loan Administration Services, as outlined in Attachment A and shall be compensated based upon the higher of: a.) fixed percentage of grant/loan dollar value allocation limits as prescribed by the grantor/lending agency or, b.) on a time and materials basis in accordance with the hourly rates set forth in Attachment B. The not to exceed total compensation, including fees and costs (specified in B. below) shall be determined on a project by project basis based upon negotiation between the County and FGUA.

B. Costs

In addition to fees specified above, expenses incurred in the provision of the Scope of Services will be reimbursed by the County to the FGUA, including, but not limited to copy costs, long distance telephone costs, and express mail costs. Travel expenses, to the extent required, will be reimbursed in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes.

C. Payment

Where required the FGUA will provide an itemized statement outlining the services rendered and costs incurred to the County on a monthly basis for fees and costs incurred the previous month as required by individual project work authorizations. When compensation is based upon fixed fee project percentage values or negotiation, invoices shall be submitted monthly in accordance with work authorizations. All invoices shall be paid in accordance with the Florida Prompt Payment Act.

SECTION 4. Schedule.

A. Timing.

The Scope of Services will be substantially completed in accordance with individual project schedules on a project by project basis as mutually agreed upon by the County and the FGUA

B. Uncontrollable Forces

The FGUA shall not be in default of this agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

SECTION 5. Records.

A. Public Records

The FGUA and the County shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the County or the FGUA in order to perform the Scope of Services described herein.
2. Upon request from the other party provide any requested public records or allow the requested records to be inspected or copied within a reasonable time by the other party.
3. 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 thereafter.
4. Transfer, at no cost, all public records in possession of the other party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided upon request from the other party, in a format that is compatible with the information technology systems of that party. If the FGUA keeps and maintains public records upon the conclusion of this Agreement, the FGUA shall meet all applicable requirements for retaining public records that would apply to the County.
5. If either party does not comply with a public record request related to the Scope of Services, that failure shall be treated as breach of this Agreement and the contract provisions shall be enforced accordingly. Additionally, if either party fails to provide records when requested, they may be subject to penalties under Section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY AT (904)-548-4600, www.nassauclerk.com, 76347 Veterans Way, Yulee, FL 32097 OR FOR THE FGUA AT (407)-629-6900, lduckworth@govmserv.com, 280 Wekiva Springs Road, Suite 2070, Longwood, FL 32779

SECTION 6. Miscellaneous Provisions.

A. Notice/Project Manager

The project manager for the FGUA will be Stephen M. Spratt, System Manager. The project manager for the County shall be Michael Mullin. All notices and correspondence shall be addressed as follows:

**Nassau County
Michael S. Mullin, County Manager
Nassau County Administration Building
96135 Nassau Place, Suite 6
Yulee, FL 32097**

**FGUA
Stephen M. Spratt, System Manager
Government Services Group, Inc.
280 Wekiva Springs Road, Suite 2070
Longwood, FL 32779**

B. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

C. Termination

This Agreement may be terminated by either party for convenience upon thirty (30) days' prior written notice to the other party. This Agreement may be terminated by either party immediately upon written notice to the other party in the event of the substantial failure of that party to perform in accordance with the terms of this Agreement. Unless the FGUA is in breach of this Agreement, the FGUA shall be paid for services rendered through the date of termination.

D. Entirety of Agreement

The County and the FGUA agree that this Agreement sets forth the entire Agreement between the parties related to the matters contained with the Scope of Services, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and FGUA pertaining to the Scope of Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

E. Filing

This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau County and with the Clerk of the Circuit Court of Leon County.

IN WITNESS WHEREOF, the County and the FGUA have caused this Interlocal Agreement to be duly executed and entered into on the date first above written.



FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By: [Signature]

Its: via email

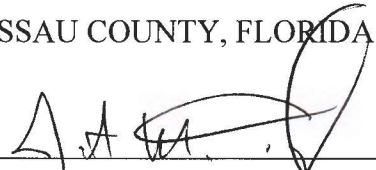
Date: 12/19/19

Attest:

[Signature]
Clerk

Date: 12/12/19

NASSAU COUNTY, FLORIDA

By: 

Its: Chairman

Date: 12/18/19

Attest:



Clerk

Date: 1/6/2020

Attachment A
Scope of Services

Capital Projects Administration Services

The FGUA will perform the following capital projects administration services.

- (A) Assist the County in establishing appropriate cost estimates and budgets for capital projects assigned to the FGUA.
- (B) Secure necessary work orders for design and supervision of construction of capital improvements, including repair and replacement activities, from the Authority's consulting engineers, hydro-geologists, and other professionals for Board approval, including:
 - (1) The preparation of all bid specification documents by the engineers;
 - (2) Review of all responses, work orders and contracts from the respondents from a technical aspect;
 - (3) Determination of the availability of funds and ensure consistency with programs and budgets; and
 - (4) Ensure consistency with overall goals and objectives of the Authority and the approval of the Board.
- (C) Manage activities of the consulting engineers, hydrogeologists, and other professionals to facilitate timely completion and permitting of capital improvement facilities in the following manner:
 - (1) The FGUA will meet on an ongoing basis with the professionals selected by the Authority to ensure that design concepts, construction standards, time frames and budgets are adhered to according to contract commitments.
 - (2) The FGUA will ensure that requirements necessary for the timely permitting of capital improvement facilities are coordinated and monitored.
 - (3) Issues regarding acquisition of easements or right-of-way permits will be reviewed by the FGUA and recommendations made to the County concerning interests to be acquired.
- (D) Coordinate new facility construction with activities of the county staff or operations contractor to minimize service disruption as follows:
 - (1) The FGUA will serve as liaison for coordination between the contract operators, customer service providers, and the design and construction engineers responsible for these projects. This will require numerous meetings regarding tie-ins to existing facilities, potential service interruption to customers, and any other impairment that may hinder the timely completion of these projects.
 - (2) The FGUA will meet on an ongoing basis with the engineers and the construction managers to provide an independent review of all design drawings, and construction documents. For each project, an analysis will be conducted to determine the potential for additional savings, to determine how to enhance continuing operations, to minimize maintenance costs, to resolve issues regarding design modifications, and to ascertain the impact of those modifications on the budget and schedule.
- (E) Ensure that recommendations for award of contract for the construction of capital improvement facilities are in accordance with Florida law and Authority policy.
 - (1) The FGUA shall prepare the initial specifications for design of improvements. In addition, once design concepts have been developed, the FGUA will oversee development of

construction standards, procedures and documents. The FGUA will work with the consulting engineers to determine contract specifications, performance standards, and budget. Each project will be reviewed and analyzed from the standpoint of inspection responsibility.

- (F) The FGUA shall provide for onsite general construction inspection services for all capital projects. The FGUA shall conduct necessary inspections and provide information collected and recorded to the engineer of record for preparation of record drawings and certification of construction as required by regulatory authorities. For each occasion where inspection services are required, the FGUA shall submit to the county for consideration a work authorization detailing the scope of services required and the estimated cost for said services. Notwithstanding the foregoing requirement, for small repair or replacement projects funded under the Miscellaneous Renewal and Replacement budget, the FGUA shall submit a work authorization for projected labor and associated costs related to inspection services for said projects.
- (G) As a part of project administration, the FGUA will be involved in and assist in the resolution of conflicts, relative to projects carried out by the Authority. These disputes may include: contract issues, change orders, service interruption issues, coordination with other utilities or governmental entities, and customer relations.
- (H) The FGUA will independently review project cost estimates.
 - (1) Due to the nature of these projects and the complexity of the agreements, independent cost estimates may be developed to ensure that the prices and fees being quoted by the contractors are reasonable.
 - (2) Pay request reviews and change order reviews will be performed by the FGUA.
- (I) The FGUA will attend and participate in presentations required to assure the County that projects are on schedule, and that appropriate information is being maintained to track and monitor such compliance. Periodic meetings will be held as necessary with neighborhood groups with the engineers and contract managers to explain the purpose of the projects, the interruptions that may occur, and a point of contact for customer complaints or anticipated concerns. Meetings with local governmental entities or other interested parties to provide necessary information regarding the progress of these projects will be conducted as necessary.

Special Assessment Services

(A) Establish the Full Revenue Requirement Establish the full cost of the County's most current project requirements. Advise the County in determining the total Capital Project revenue requirements to ensure the County recovers the costs of:

- (1) capital project revenue requirements
- (2) implementing the program
- (3) collecting the assessments.

(B) Update the Preliminary Assessment Roll Database Using the current ad valorem tax roll, update the preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.

(C) Apply Apportionment Methodology to Database Apply the apportionment methodology to the updated preliminary assessment roll database to test the data validity and legal sufficiency.

(D) Calculate a Preliminary Proforma Schedule of Rates Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.

(E) Prepare Assessment Memorandum Prepare the Assessment Memorandum, which documents the proposed apportionment methodology and proforma assessment rates

(F) Assist with Assessment Ordinance Advise and assist the County's legal counsel in the drafting of an assessment ordinance to establish the procedures for implementation of the assessment program.

(G) Assist with Assessment Resolutions Advise and assist the County's legal counsel in drafting the assessment resolutions that conform to the assessment ordinance and that implement the County's policy decisions and proposed methodology.

(H) Assist with Rate Adoption Process GSG will advise and assist with fulfilling the legal requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:

- (1) Produce Notice Roll** After verification of rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll.
- (2) Distribution of First Class Notice** GSG will develop the first class notice and distribute to any affected property owners(only if required).

(I) Create Final Assessment Roll GSG will update the assessment roll with any corrections and updates received from the County. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the County.

(J) Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

Grant/Loan Administration Services

Grant/Loan Administration services shall include, but not be limited to:

1. Serve as the County's administrator to seek and secure funding as well as manage the grant until close out, making sure all reporting requirements are met.
2. Research, seek, identify and write Federal, State, County and private grant proposals that are applicable to the County.
3. Develop strategies and prioritize schedules and timelines for each identified grant.
4. Manage the process of submitting required post-award reports to grantor/lender and assure that ongoing compliance is met.
5. Manage and monitor the funding agency requirements and file a progress report with the County staff assistance, as required.
6. Administer the grants in accordance with the requirement of the funding agency and attend meetings, audits, and prepare and file all necessary documentation to maintain compliance with the grant requirements.

7. Prepare and submit appropriate claim reimbursement requests and respond to questions associated therewith.
8. Monitor the changes to public grants and loans available to identify additional sources of potential financial support and alert the County with program specifics.
9. Meet with the County Manager or designees to identify grant/loan resource needs and opportunities for funding as directed.

ATTACHMENT B

**CONSULTING SERVICES FOR ASSISTING NASSAU COUNTY
WITH THE PROVISION OF CAPITAL PROJECT ADMINISTRATION,
GRANT/LOAN ADMINISTRATION AND SPECIAL ASSESSMENT SUPPORT
SERVICES**

DIRECT LABOR HOURLY RATES

Project Team Firm and Title	Direct Labor Hourly Rates [*]
Raftelis Financial Consultants, Inc.	
Principal	\$214.00
Associate	\$174.00
Managing Consultant	\$158.00
Supervising Consultant	\$143.00
Senior Consultant	\$128.00
Rate Consultant	\$118.00
Consultant	\$107.00
Senior Rate Analyst	\$ 97.00
Rate Analyst	\$ 87.00
Analyst	\$ 77.00
Assistant Analyst	\$ 67.00
U.S. Water Services Corporation	
Principal	\$199.00
Senior Project Manager	\$155.00
Project Manager	\$131.00
Government Services Group, Inc.	
Project/Operations Coordinator	\$92.00
Senior Inspector	\$115.00
Engineer Support	\$146.00
Admin Assistant/Account Clerk	\$71.00
Senior Management	\$246.00
Legal Services- Nabors, Giblin, Nickerson	
Partners	\$250.00
Associates	\$225.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Cost Rates [1]
Mileage Allowance	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Per State Statute

Meals

Not-to-Exceed per FGUA Employee:

\$6.00 – Breakfast

\$11.00 – Lunch

\$19.00 – Dinner

Subconsultant Services

Not to exceed above labor rates

Florida Governmental Utility Authority

Board Agenda Item Thursday, December 12, 2019

Item

SM 1 Approval of Interlocal Agreement Between the FGUA and Nassau County for the Provision of Utility Capital Project Management and Related Grant/Loan Administration and Special Assessment Services

Summary

Provided for your review and consideration is an Interlocal Agreement between the FGUA and Nassau County for the provision of utility capital project management and related grant/loan administration and special assessment services.

As the Board is aware, the FGUA staff was approached by the Nassau County Attorney and Manager earlier this year with a request for assistance in providing management and other support services to their Nassau Amelia Utility (NAU) on Amelia Island. The FGUA Board approved the Interlocal Agreement providing for the provision of these services which the FGUA has been performing since July. The county subsequently also requested, and the Board approved a second Interlocal Agreement with the county to provide utility acquisition analysis services as part of the county's evaluation of the potential acquisition of the JEA service territory and assets in Nassau County. As reported to the Board at its November 21, 2019 meeting, the county has recently requested the FGUA's assistance with managing various capital projects and the related grant/loan administration services for the utility. The first agreement is limited to management and renewal and replacement work. Among others, a priority project the county wishes to advance immediately with approved special legislative appropriation funding is a septic/well conversion to municipal sewer/water project in the American Beach community within the NAU service area. This project involves the administration of FDEP State grant funding which the county desires FGUA assistance given FGUA familiarity with these funding streams. The American Beach project may also involve the establishment and management of a special assessment program which, again, the county is requesting our assistance with.

The attached agreement utilizes the same contract form as the two earlier agreements but outlines the appropriate detailed scope of additional services as generally described above with all services fully reimbursed by the county. The compensation approach parallels the FGUA's fee structure as paid to its contractors. GSG is paid for capital project administration at a rate of five percent of project cost, grant administration is compensated at the higher of grant administration allowance by funding agencies or a negotiated fixed fee, and special assessment service is paid based upon a negotiated fixed fee using FGUA approved rates. Construction inspection service is paid based upon actual time and expenses at FGUA approved rates. Selection of and compensation to consulting engineers and construction contractors will follow FGUA purchasing policy and procedures.

Specific projects assigned to the FGUA will be determined on a project by project work order basis as determined by the County Manager. Nassau County has reviewed this agreement and has scheduled it for County Commission action at its meeting on December 18.

Recommendation

Staff recommends approval of the attached Interlocal Agreement between the FGUA and Nassau County for the provision of utility capital project management and related grant/loan administration and special assessment services subject to Nassau County Commission approval.

Budget Impact

FGUA costs incurred in connection with this agreement will be fully defrayed from service charges to Nassau County.

Board Action

Moved by:

Seconded by:

Action Taken:

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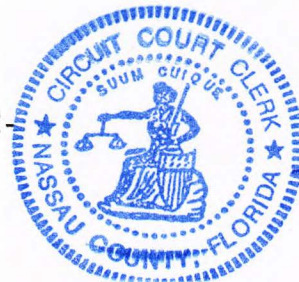
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CERTIFIED TRUE COPY
John A. Crawford
John A. Crawford
CLERK CIRCUIT / COUNTY COURT
NASSAU COUNTY, FLORIDA

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CM2786

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3. The County shall pay the FGUA for Grant/Loan Administration Services, as outlined in Attachment A and shall be compensated based upon the higher of: a.) fixed percentage of grant/loan dollar value allocation limits as prescribed by the grantor/lending agency or, b.) on a time and materials basis in accordance with the hourly rates set forth in Attachment B. The not to exceed total compensation, including fees and costs (specified in B. below) shall be determined on a project by project basis based upon negotiation between the County and FGUA.

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SECTION 5. Records.

A. Public Records

The FGUA and the County shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the County or the FGUA in order to perform the Scope of Services described herein.

2. Upon request from the other party provide any requested public records or allow the requested records to be inspected or copied within a reasonable time by the other party.

3. 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 thereafter.

4. Transfer, at no cost, all public records in possession of the other party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided upon request from the other party, in a format that is compatible with the information technology systems of that party. If the FGUA keeps and maintains public records upon the conclusion of this Agreement, the FGUA shall meet all applicable requirements for retaining public records that would apply to the County.

5. If either party does not comply with a public record request related to the Scope of Services, that failure shall be treated as breach of this Agreement and the contract provisions shall be enforced accordingly. Additionally, if either party fails to provide records when requested, they may be subject to penalties under Section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY AT (904)-548-4600, www.nassauclerk.com, 76347 Veterans Way, Yulee, FL 32097 OR FOR THE FGUA AT (407)-629-6900, lduckworth@govmserv.com, 280 Wekiva Springs Road, Suite 2070, Longwood, FL 32779

SECTION 6. Miscellaneous Provisions.

A. Notice/Project Manager

The project manager for the FGUA will be Stephen M. Spratt, System Manager. The project manager for the County shall be Michael Mullin. All notices and correspondence shall be addressed as follows:

**Nassau County
Michael S. Mullin, County Manager
Nassau County Administration Building
96135 Nassau Place, Suite 6
Yulee, FL 32097**

**FGUA
Stephen M. Spratt, System Manager
Government Services Group, Inc.
280 Wekiva Springs Road, Suite 2070
Longwood, FL 32779**

B. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

C. Termination

This Agreement may be terminated by either party for convenience upon thirty (30) days' prior written notice to the other party. This Agreement may be terminated by either party immediately upon written notice to the other party in the event of the substantial failure of that party to perform in accordance with the terms of this Agreement. Unless the FGUA is in breach of this Agreement, the FGUA shall be paid for services rendered through the date of termination.

D. Entirety of Agreement

The County and the FGUA agree that this Agreement sets forth the entire Agreement between the parties related to the matters contained with the Scope of Services, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and FGUA pertaining to the Scope of Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

E. Filing

This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau County and with the Clerk of the Circuit Court of Leon County.

IN WITNESS WHEREOF, the County and the FGUA have caused this Interlocal Agreement to be duly executed and entered into on the date first above written.




FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By: 

Its: via email

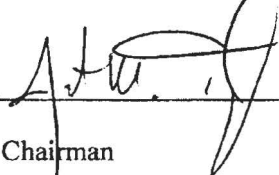
Date: 12/19/19

Attest: 
Clerk

CM2786

Date: 12/12/19

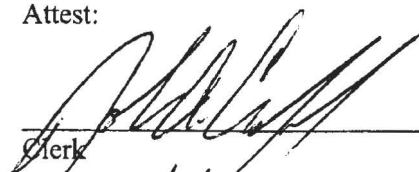
NASSAU COUNTY, FLORIDA

By: 

Its: Chairman

Date: 12/18/19

Attest:


Clerk

Date: 1/6/2020

Attachment A
Scope of Services

Capital Projects Administration Services

The FGUA will perform the following capital projects administration services.

- (A) Assist the County in establishing appropriate cost estimates and budgets for capital projects assigned to the FGUA.
- (B) Secure necessary work orders for design and supervision of construction of capital improvements, including repair and replacement activities, from the Authority's consulting engineers, hydro-geologists, and other professionals for Board approval, including:
 - (1) The preparation of all bid specification documents by the engineers;
 - (2) Review of all responses, work orders and contracts from the respondents from a technical aspect;
 - (3) Determination of the availability of funds and ensure consistency with programs and budgets; and
 - (4) Ensure consistency with overall goals and objectives of the Authority and the approval of the Board.
- (C) Manage activities of the consulting engineers, hydrogeologists, and other professionals to facilitate timely completion and permitting of capital improvement facilities in the following manner:
 - (1) The FGUA will meet on an ongoing basis with the professionals selected by the Authority to ensure that design concepts, construction standards, time frames and budgets are adhered to according to contract commitments.
 - (2) The FGUA will ensure that requirements necessary for the timely permitting of capital improvement facilities are coordinated and monitored.
 - (3) Issues regarding acquisition of easements or right-of-way permits will be reviewed by the FGUA and recommendations made to the County concerning interests to be acquired.
- (D) Coordinate new facility construction with activities of the county staff or operations contractor to minimize service disruption as follows:
 - (1) The FGUA will serve as liaison for coordination between the contract operators, customer service providers, and the design and construction engineers responsible for these projects. This will require numerous meetings regarding tie-ins to existing facilities, potential service interruption to customers, and any other impairment that may hinder the timely completion of these projects.
 - (2) The FGUA will meet on an ongoing basis with the engineers and the construction managers to provide an independent review of all design drawings, and construction documents. For each project, an analysis will be conducted to determine the potential for additional savings, to determine how to enhance continuing operations, to minimize maintenance costs, to resolve issues regarding design modifications, and to ascertain the impact of those modifications on the budget and schedule.
- (E) Ensure that recommendations for award of contract for the construction of capital improvement facilities are in accordance with Florida law and Authority policy.
 - (1) The FGUA shall prepare the initial specifications for design of improvements. In addition, once design concepts have been developed, the FGUA will oversee development of

construction standards, procedures and documents. The FGUA will work with the consulting engineers to determine contract specifications, performance standards, and budget. Each project will be reviewed and analyzed from the standpoint of inspection responsibility.

- (F) The FGUA shall provide for onsite general construction inspection services for all capital projects. The FGUA shall conduct necessary inspections and provide information collected and recorded to the engineer of record for preparation of record drawings and certification of construction as required by regulatory authorities. For each occasion where inspection services are required, the FGUA shall submit to the county for consideration a work authorization detailing the scope of services required and the estimated cost for said services. Notwithstanding the foregoing requirement, for small repair or replacement projects funded under the Miscellaneous Renewal and Replacement budget, the FGUA shall submit a work authorization for projected labor and associated costs related to inspection services for said projects.
- (G) As a part of project administration, the FGUA will be involved in and assist in the resolution of conflicts, relative to projects carried out by the Authority. These disputes may include: contract issues, change orders, service interruption issues, coordination with other utilities or governmental entities, and customer relations.
- (H) The FGUA will independently review project cost estimates.
 - (1) Due to the nature of these projects and the complexity of the agreements, independent cost estimates may be developed to ensure that the prices and fees being quoted by the contractors are reasonable.
 - (2) Pay request reviews and change order reviews will be performed by the FGUA.
- (I) The FGUA will attend and participate in presentations required to assure the County that projects are on schedule, and that appropriate information is being maintained to track and monitor such compliance. Periodic meetings will be held as necessary with neighborhood groups with the engineers and contract managers to explain the purpose of the projects, the interruptions that may occur, and a point of contact for customer complaints or anticipated concerns. Meetings with local governmental entities or other interested parties to provide necessary information regarding the progress of these projects will be conducted as necessary.

Special Assessment Services

(A) Establish the Full Revenue Requirement Establish the full cost of the County's most current project requirements. Advise the County in determining the total Capital Project revenue requirements to ensure the County recovers the costs of:

- (1) capital project revenue requirements
- (2) implementing the program
- (3) collecting the assessments.

(B) Update the Preliminary Assessment Roll Database Using the current ad valorem tax roll, update the preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.

(C) Apply Apportionment Methodology to Database Apply the apportionment methodology to the updated preliminary assessment roll database to test the data validity and legal sufficiency.

(D) Calculate a Preliminary Proforma Schedule of Rates Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.

(E) Prepare Assessment Memorandum Prepare the Assessment Memorandum, which documents the proposed apportionment methodology and proforma assessment rates

(F) Assist with Assessment Ordinance Advise and assist the County's legal counsel in the drafting of an assessment ordinance to establish the procedures for implementation of the assessment program.

(G) Assist with Assessment Resolutions Advise and assist the County's legal counsel in drafting the assessment resolutions that conform to the assessment ordinance and that implement the County's policy decisions and proposed methodology.

(H) Assist with Rate Adoption Process GSG will advise and assist with fulfilling the legal requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:

- (1) Produce Notice Roll** After verification of rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll.
- (2) Distribution of First Class Notice** GSG will develop the first class notice and distribute to any affected property owners(only if required).

(I) Create Final Assessment Roll GSG will update the assessment roll with any corrections and updates received from the County. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the County.

(J) Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

Grant/Loan Administration Services

Grant/Loan Administration services shall include, but not be limited to:

1. Serve as the County's administrator to seek and secure funding as well as manage the grant until close out, making sure all reporting requirements are met.
2. Research, seek, identify and write Federal, State, County and private grant proposals that are applicable to the County.
3. Develop strategies and prioritize schedules and timelines for each identified grant.
4. Manage the process of submitting required post-award reports to grantor/lender and assure that ongoing compliance is met.
5. Manage and monitor the funding agency requirements and file a progress report with the County staff assistance, as required.
6. Administer the grants in accordance with the requirement of the funding agency and attend meetings, audits, and prepare and file all necessary documentation to maintain compliance with the grant requirements.

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7. Prepare and submit appropriate claim reimbursement requests and respond to questions associated therewith.
8. Monitor the changes to public grants and loans available to identify additional sources of potential financial support and alert the County with program specifics.
9. Meet with the County Manager or designees to identify grant/loan resource needs and opportunities for funding as directed.

ATTACHMENT B

**CONSULTING SERVICES FOR ASSISTING NASSAU COUNTY
 WITH THE PROVISION OF CAPITAL PROJECT ADMINISTRATION,
 GRANT/LOAN ADMINISTRATION AND SPECIAL ASSESSMENT SUPPORT
 SERVICES**

DIRECT LABOR HOURLY RATES

Project Team Firm and Title	Direct Labor Hourly Rates [*]
Raftelis Financial Consultants, Inc.	
Principal	\$214.00
Associate	\$174.00
Managing Consultant	\$158.00
Supervising Consultant	\$143.00
Senior Consultant	\$128.00
Rate Consultant	\$118.00
Consultant	\$107.00
Senior Rate Analyst	\$ 97.00
Rate Analyst	\$ 87.00
Analyst	\$ 77.00
Assistant Analyst	\$ 67.00
U.S. Water Services Corporation	
Principal	\$199.00
Senior Project Manager	\$155.00
Project Manager	\$131.00
Government Services Group, Inc.	
Project/Operations Coordinator	\$92.00
Senior Inspector	\$115.00
Engineer Support	\$146.00
Admin Assistant/Account Clerk	\$71.00
Senior Management	\$246.00
Legal Services- Nabors, Giblin, Nickerson	
Partners	\$250.00
Associates	\$225.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Cost Rates [1]
Mileage Allowance	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Per State Statute

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Meals

Not-to-Exceed per FGUA Employee:

\$6.00 – Breakfast

\$11.00 – Lunch

\$19.00 – Dinner

Subconsultant Services

Not to exceed above labor rates