

CS-20-223
CM3014

Interlocal Agreement
 Between
 Nassau County (the "County"), a political subdivision of the State of Florida
 and the American Beach Water and Sewer District (the "District"), a dependent special district
 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 Services and related Grant/Loan Administration and Special
 Assessment Services

This interlocal agreement ("Agreement") is made and entered into this 2nd day of June, 2021, by and between Nassau County, Florida (the "County"), a political subdivision of the State of Florida, and the American Beach Water and Sewer District (the "District"), a dependent special district 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 operations, maintenance, customer services, and 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 water system booster station rehabilitation 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, involve the development of a special assessment revenue component which will require specialized expertise to comply with applicable law, and

WHEREAS, the County, has created the American Beach Water and Sewer District to assist in advancing the water and wastewater infrastructure improvements in and for the American Beach community within the NAU service area utilizing dedicated State revenues, special assessment revenue and other available sources, and

WHEREAS, the Nassau County Board of County Commissioners serves as the governing Board of the District and the county administration and attorney serve as staff to the District, and

WHEREAS, the FGUA possesses the unique experience and expertise to provide the County and District 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 the District infrastructure requirements and has developed relationships with various water and wastewater funding agencies and has assisted the County and District secure funds to facilitate the County and District 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 and District 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 which 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 and District 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 in the execution of capital

projects. The County also agrees to provide the FGUA and the District with all financial, budget and grant application information and financial services support necessary to carry out these activities. The County will provide all required financial accounting services, including, but not limited to revenue collection and accounts payable, debt management, auditing and reporting for the District, in accordance with funding agency and/or lender requirements.

SECTION 3. Compensation.

A. Fees

1. The County and/or District 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 and/or District 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 Section 3, B. below) shall be determined on a project by project basis based upon negotiation between the County and District and the FGUA.
3. The County and/or District shall pay the FGUA for Grant/Loan Administration Services, as outlined in Attachment A based upon the higher of: a.) fixed percentage of grant/loan dollar value allocation administrative fee 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 Section 3, B. below) shall be determined on a project-by-project basis based upon negotiation between the County, the District 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 and/or District 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 and/or District 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, the District 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, the County and District 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, District 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 and District.
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 ANY 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 AND DISTRICT 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 32779-6026

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 and the District shall be Taco Pope. All notices and correspondence shall be addressed as follows:

Nassau County/ American Beach Water and Sewer District Taco Pope, County Manager Nassau County Administration Building 96135 Nassau Place Yulee, FL 32097	FGUA Stephen M. Spratt, System Manager Government Services Group, Inc. 280 Wekiva Springs Road, Suite 2070 Longwood, FL 32779-6026
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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

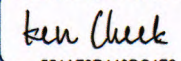
The County and the FGUA agree that this Agreement sets forth the entire Agreement between the parties related to the matters contained with the Scope of Services, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County, the District 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: 
551AF3D140DC4F6

Its: FGUA Board Chair

Date: June 17, 2021

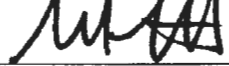
Attest:


FEAF00B5A85D4D3

Clerk

Date: June 17, 2021

NASSAU COUNTY, FLORIDA

By: 

Its: Chairman

Date: June 2, 2021

Attestation: Only To Authenticity as to
Chairman's Signature:


Clerk

Date: 6/3/2021

AMERICAN BEACH WATER AND SEWER DISTRICT

By: 

Its: Chairman

Date: June 2, 2021

Attachment A
Scope of Services

Capital Projects Administration Services

The FGUA will perform the following capital projects administration services to the County and/or District.

- (A) Assist the County and/or District 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 County, District and/or Authority..
- (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 and/or District 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 and/or District 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 and/or District 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 and/or District in determining the total Capital Project revenue requirements to ensure the County and/or District 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 and/or District'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 and/or District'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 and/or District.

(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 and/or District's consultant 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 and/or District.
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 and/or District 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. 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 AND THE
AMERICAN BEACH WATER AND SEWER DISTRICT
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
Lodging/ Other Travel Costs

Actual Cost
Per State Statute

Meals

Not-to-Exceed per Employee:

\$6.00 – Breakfast

\$11.00 – Lunch

\$19.00 – Dinner

Subconsultant Services

Not to exceed above labor rates