

AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG")
ADMINISTRATION SERVICES

This Contract is entered into this 9th day of February, 2004, between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the "Client" and **JORDAN & ASSOCIATES**, 4611 U. S. Highway 17, Suite 3, Orange Park, Florida. The Contract shall become effective immediately, with Grant Administration Services subject to the beginning date of the CDBG Grant Agreement between the local government and the Florida Department of Community Affairs, hereinafter referred to as "DCA".

WITNESSETH

WHEREAS, the Client has been awarded a Community Development Block Grant, hereinafter referred to as the "Project" and the Client being desirous of implementing such a Project; and

WHEREAS, Jordan & Associates was the single proposer; and

WHEREAS, the Client has determined that Jordan & Associates is fully qualified to perform Grant Administrative Services for the Client's Community Development Block Grant (CDBG) Project.

NOW THEREFORE, the Client and Jordan & Associates in consideration of mutual covenants and promises herein contained and fully intending to be legally bound hereby do, mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES

Jordan & Associates shall provide the following services for the Grant Administration and Jordan & Associates agrees, under the terms and conditions of this Contract and the

applicable federal, state and local laws and regulations, to undertake, perform and complete the necessary Grant Administration Services required to implement and complete the Client's CDBG project in compliance with applicable laws and regulations.

Scope of Services (Jordan & Associates and Client): The scope of service relevant to the CDBG Contract No. 04DB-1Q-04-55-01-H05 is included as Attachment "B" to this agreement.

ARTICLE II. COMPENSATION AND PAYMENT

A. Compensation: For the services provided as identified in Attachment "B" the Client agrees to pay the administrator as follows:

1. Administrative Services: The Client will pay Jordan & Associates the sum of \$105,000.00. Not more than \$4,500 shall be paid by the Client for Jordan & Associates' services performed prior to the release of funds. This payment is for the Environmental Review process. The Client will pay the cost of advertisement. After the Client's release of funds, the remaining compensation will be paid in 20 equal monthly payments of \$5,250.00 or multiple months as invoiced.

2. Early Completion: If the project is satisfactorily completed before the 24-month grant period expires, the balance of the administration fee will be paid to Jordan & Associates by the tenth calendar of the month after submission of the preliminary closeout report to DCA.

3. Termination: If this agreement is terminated prior to Jordan & Associates' receipt of the entire lump sum fee specified herein, Jordan & Associates shall be paid upon termination the difference between a) the fee previously collected by Jordan & Associates and b) .1765 times the non-administrative funds spent or obligated for payment during Jordan & Associates' term of service, the result being that Jordan & Associates' lump sum will reduce to not less than 6.5% of the total grant funds spent/obligated under Jordan & Associates direction.

4. Miscellaneous Costs: It is agreed by Jordan & Associates and the Client that legal expenses will be the Client's responsibility.

B. Invoices: Jordan & Associates will submit a monthly invoice or combined multiple months' invoice for Administration Services to the Clerk with a copy to Eron Thompson. Payment will be issued within ten (10) days of the receipt of project funds from DCA.

ARTICLE III. ACCESS TO RECORDS

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. It is expressly understood that upon receipt of evidence of Jordan & Associates' refusal to comply with this provision, the Client will have the right to terminate this contract for breach, and no further funds shall be paid to Jordan & Associates.

ARTICLE IV. TERM OF CONTRACT

The term of contract under this Project shall begin upon the execution of the grant agreement between the Client and DCA and shall be completed upon final completion of Florida Community Development Block Grant Small Cities Program projects as approved by the Florida Department of Community Affairs.

ARTICLE V. TERMINATION

A. This contract may be terminated in whole or in part in writing by either party in the event of failure by the other to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given

(1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in Article V.

C. If termination for default is effected by the Client, an equitable adjustment in the price for this contract shall be made but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the Client because of the contractor's default.

D. If termination for convenience is effected by the Client, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II.

If termination for convenience is effected by Jordan & Associates, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II A.3.

For any termination, the equitable adjustment shall provide for payment to any contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by Jordan & Associates relating to commitments (e.g. suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

E. Upon receipt of a termination action under paragraphs A. or B. above, Jordan &

Associates shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the Client all data, reports, summaries and other such information, as may have been accumulated by Jordan & Associates in performing this contract, whether completed or in process.

F. Upon termination, the Client may take over the work and may award another party a contract to complete the work described in this contract.

G. If, after termination for failure of either party to fulfill contractual obligations, it is determined that the other party had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience for the initiating party. In such event, adjustment of the contract price shall be made as provided herein.

ARTICLE VI. CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

ARTICLE VII. PROHIBITION AGAINST CONTINGENT FEES

Jordan & Associates warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Jordan & Associates to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for Jordan & Associates any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE VIII. CONTACT PERSONS

A. The Client's contact person for this contract is: Eron Thompson, Nassau County Grants

Coordinator. Invoices shall be provided to the Clerk, J. M. "Chip" Oxley, Jr., at Post Office Box 4000, Fernandina Beach, FL 32035-4000, with a copy to Eron Thompson, Post Office Box 1010, Fernandina Beach, FL 32035-1010.

B. The representative of Jordan & Associates responsible for the administration of this contract is Ms. Betty Jordan, President, 4611 U. S. Highway 17, Suite 3, Orange Park, Florida.

C. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this contract.

ARTICLE IX. REMEDIES

DISPUTES

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

ARTICLE X RETENTION OF RECORDS

Jordan & Associates shall retain all records relating to this contract for five (5) years after

the Client makes final payment and all other pending matters are closed.

ARTICLE XI. ENVIRONMENTAL COMPLIANCE

If this contract exceeds \$100,000 Jordan & Associates shall comply with all applicable standards, orders, or requirements issued under Section 306 of the clean air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U. S. Environmental Protection Agency regulations (40 C.F.R. Part 15). Jordan & Associates shall include this clause in any subcontracts over \$100,000.

ARTICLE XII. ENERGY EFFICIENCY

Jordan & Associates shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

ARTICLE XIII. COVENANT FOR SERVICES

The Client does hereby contract with Jordan & Associates to perform the services described herein and Jordan & Associates does hereby agree to perform such services under the terms and conditions set forth in this contract.

ARTICLE XIV. ATTORNEY'S FEES

Should it become necessary for either party to enforce its rights under this agreement, the prevailing party shall be entitled to recover attorney's fees and costs associated herewith.

ARTICLE XV. FEDERAL STATUTORY REQUIREMENTS

When applicable, Jordan & Associates and the Client shall comply with the provisions contained in Attachment "A" and incorporated herein.

ARTICLE XVI. LIMITATION OF LIABILITY

Compensation: Neither Jordan & Associates, Jordan & Associates' consultants, nor their

agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

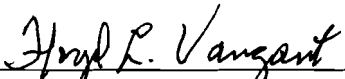
ARTICLE XVII. TERMS AND CONDITIONS

This contract contains all the terms and conditions agreed upon by the parties.

ARTICLE XVIII. EXECUTION

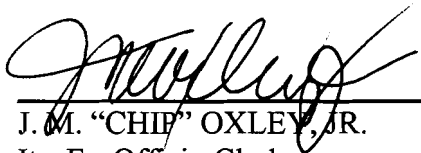
This is the entire Agreement. Time is of the essence

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



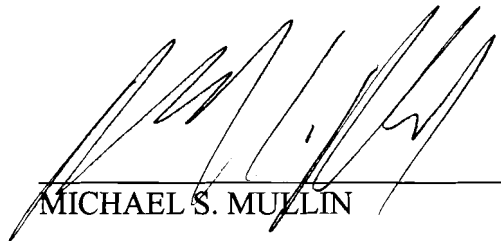
FLOYD L. VANZANT
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

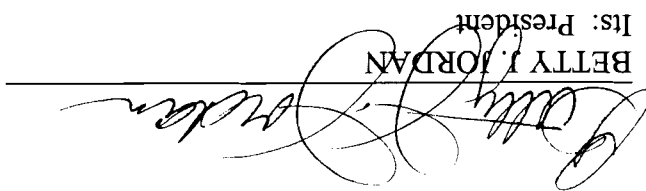


MICHAEL S. MULLIN

(Signatures continue on next page)

h/anne/agreements/Jordan-cdbg

BETTY J. JORDAN
Its: President



JORDAN & ASSOCIATES

ATTACHMENT "A"

FEDERAL PROVISIONSEqual Employment Opportunity

During the performance of this Contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will cause the foregoing provisions to be inserted in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONSULTANT will comply with all provisions of Executive Order 11246 or September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CLIENT and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONSULTANT will include the provisions of paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CLIENT, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

A. The work to be performed under this Contract is assisted by directed federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The CONSULTANT will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CLIENT to assure properly accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CLIENT or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CLIENT.

Attachment "B"

1. Review the grant agreement provided by DCA. If appropriate, recommend modifications.
2. Develop the grant work plan for submission to DCA.
3. Perform additional tasks necessary to activate the grant agreement, such as completion of the request for funds, civil rights profile, etc.
4. Perform the environmental review. Prepare the environmental review record. Prepare advertisement for the finding of no significant impact and request for release of funds. Submit the documentation to DCA. Obtain the environmental clearance from DCA.
5. Establish the financial procedures for receiving, depositing, disbursing and tracking grant funds.
6. Establish and maintain program files adequate to document activities and compliance with grant requirements.
7. Produce and submit required reports, such as disclosure, minority and Section 3 contracting, program accomplishments and beneficiaries.
8. Prepare advertisement of the availability of housing funds, if required. Solicit and accept applications for assistance.
9. Review applications for assistance. Assist property owners in completing the applications.
10. Review the completed applications. Prioritize the applicants according to the local policy guidelines.
11. Conduct an inspection of the potentially approved homes. If apparently suitable for assistance, develop a work write-up and cost estimate for each home.
12. If required by the local policy, assist in obtaining title information and/or property surveys.
13. As cases are developed, obtain owner approval of plans, specifications, bidders list and program procedures.
14. Solicit contractors and pre-qualify for inclusion on the program bidders list. Process will include review of license, insurance, credit, references, federal eligibility, and conflict of interest.
15. Notify bidders of available projects. Conduct a pre-bid walk-through for each home.
16. Accept and review bids. Recommend approval.
17. Develop contract documents and owner agreements. Supervise their execution. Record

the owner agreements.

18. Coordinate temporary relocation of households, according to the local policy.
19. Issue the notice to proceed to contractors.
20. Monitor contractor performance and compliance with contract requirements. This includes permitting, federal or state requirements, as well as actual construction. Inspections of work will be performed on an as needed basis, which could be daily during some contracts.
21. Assure that the owner is satisfied with the construction. Require the contractor to take all reasonable actions to resolve complaints.
22. Issue change orders as necessary.
23. Obtain closeout documents from contractors and homeowners.
24. Produce and submit the City's Request for Funds to DCA, along with appropriate explanations of the use of funds, in a manner that will assure availability of funds to the City in a timely manner.
25. Review vendor payment request and recommend an approval as appropriate. Code the request for proper tracking.
26. Represent the local government during DCA monitoring visits and respond to DCA monitoring reports.
27. Respond to questions and complaints from citizens, including follow up on housing rehabilitation workmanship issues.
28. Attend local government meetings as necessary to obtain approval of actions and present status reports.
29. If appropriate, recommend a grant amendment. Prepare advertisement for amendment as necessary. Conduct the citizen advisory task meeting and public if required. Prepare and submit documents to DCA.
30. Respond to audit findings and concerns, if any.
31. Perform closeout activities including the submission of reports and follow up.
32. Perform other task as may be required by DCA to properly administer this grant which may include re-negotiating contract fees for our services.

ATTACHMENT B

Contract Number: 04DB-1Q-04-55-01-H05
CFDA Number: 14.228

FEDERALLY FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Nassau County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the federal government, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget, Attachment A, and the Scope of Work, Attachment B, of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachments C and D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon the date last signed, and shall end twenty-four (24) months after the date last signed, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

(a) Either party may request modification of the provisions of this Agreement.

Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(b) Recipient requests for contract modification may be submitted at any time during the contract period. In order to avoid delays which may affect timely close-out of this contract, the Department recommends that modifications be sent at least 45 days prior to the contract end date in order to provide sufficient time for Department approval prior to that date.

(c) Pursuant to Florida Administrative Code, Rule 9B-43.03(25), the minimum score within the fundable range for the application cycle and category in which this Agreement is funded shall be established by the publication and distribution of the Final Ranking after Appeals. Any modification which would reduce the score below the fundable range shall not be approved by the Department.

(d) All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(e) Notification of the refund or repayment made by the Recipient to the Department should be sent to the CDBG Program Office at the following address:

Department of Community Affairs
CDBG Program Office
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

In accordance with § 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) and OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21.

(b) All original records pertinent to this Agreement shall be retained by the Recipient for five years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$10,000 or more at the time of acquisition shall be retained for three years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

4. Records relating to displaced persons or businesses shall be retained for five years following final closeout or resolution of all claims and litigation, whichever comes last.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachments A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, 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, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) REPORTS

(a) Once the Department has issued a monitoring report containing finding(s) and/or concern(s), the Recipient must issue a written response addressing the finding(s) and/ or concern(s) and indicating corrective action that has been taken or provide information required by the Department necessary to resolve the issue(s) within the time frame specified by the Department in the monitoring report.

(b) At a minimum, the Recipient shall provide the Department with a Closeout Package due within forty-five (45) days of termination of this Agreement, and upon reasonable notice provide additional program updates

(c) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payment until they are completed or may take such action as set forth in paragraph (9). "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work (Activity Work Plans) in Attachments A and B.

(d) Additional reporting requirements are addressed in Attachment D Special Conditions.

(7) MONITORING; TRAINING; TECHNICAL ASSISTANCE

(a) The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A of this Agreement.

(b) The Department shall review the Recipient's performance periodically to determine whether the Recipient has substantially completed its program as described in the approved application and this Agreement in accordance with the requirements of Sections 290.041 - 290.049, Fla. Stat., as amended, Florida Administrative Code, Rule Chapter 9B-43, as amended, and other applicable state and federal laws and regulations.

(c) Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon written request by the Recipient and/or upon a determination by the Department of Recipient need.

(d) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall assure the cooperation of its employees, subrecipients and subcontractors during such activities.

(8) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment A and Attachment B.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law,

withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Jim Austin
Small Cities CDBG Program
Department of Community Affairs
Telephone: 850/922-1882
Fax: 850/922-5609
Email: jim.austin@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

J.M. "Chip" Oxley, Jr
Clerk of Courts
P.O. Box 456 Fernandina Beach, FL 32035
Telephone: (904) 321-5800
Fax: (904) 321-5795
Email: clerk@nassauclerk.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of

the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

(g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
4. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

(h) Should the Recipient fail to enforce the provisions of any promissory note, mortgage, security agreement, or other obligation in any written contract with a beneficiary, contractor, agent, or subrecipient who received payment or benefit from funds disbursed under this Agreement, the Department may, with thirty (30) days written notice to the Recipient, automatically substitute itself for the Recipient in said written contract for the purpose of enforcing said written contract and may, at its discretion, continue to administer said Participating Party Agreement or written consent.

(i) The Recipient agrees that future changes in applicable laws, rules and regulations governing the Federal and local CDBG Program are applicable to this Agreement on their effective dates, or in the case of Florida Administrative Code, Rule Chapter 9B-43, upon dissemination by the Department of a Technical Memorandum so advising Recipients. Failure of the Recipient to acknowledge receipt shall not invalidate this provision.

(j) The Recipient agrees that no member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. No member, officer, or employee of the Recipient, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Recipient shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.

(k) The Recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violation Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(12) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) In the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal funds received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, including:

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- a. The State of Florida at each of the following addresses:

Department of Community Affairs
CDBG Program Office
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

- b. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(e) If the Recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required.

In the event that the Recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from Recipient funds obtained from other than Federal entities).

In the event that a copy of the audit report for an audit required by subparagraph (d) above and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for the reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320(e)(2), including a copy of the Recipient's audited schedule of expenditures of Federal awards, directly to the Department at the following address:

Department of Community Affairs
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(h) The audit is due seven (7) months after the end of the fiscal year of Recipient or by the date the audit report is issued by the state Auditor General, whichever is later.

(i) An audit performed by the State Auditor General shall be deemed to satisfy the above audit requirements.

(13) PROPERTY MANAGEMENT AND PROCUREMENT

(a) The Recipient shall comply with procurement standards prescribed in 24 C.F.R. Section 85.36; Rule 9B-43.014(1), Florida Administrative Code, as amended from time-to-time; and relevant state and local laws applicable to procurement of supplies, equipment, construction and services.

(b) The Recipient shall comply with uniform standards governing the utilization of property prescribed in 24 C.F.R. Part 85 and in C.F.R. Part 570.

(14) SUBCONTRACTS

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of

the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(b) The Recipient will monitor the activities of any subrecipient pursuant to the requirements in 24 C.F.R. Part 570 and HUD Handbook "Managing CDBG, A Guidebook for Subrecipients Oversight" dated August 1993.

(c) All Recipients or Subrecipient contracts for which CDBG is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any costs incurred after a notice of suspension or termination is received by the Recipient may not be funded with CDBG funds unless previously approved in writing by the Department consistent with 24 C.F.R. Part 85. All subrecipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event.

(15) TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Attachment A - Budget;

Attachment B - Scope of Work (Work Plans);

Attachment C - State and Federal Program Statutes and Regulations;

Attachment D - Special Conditions; and

Exhibit 1 - Federal Resources.

(17) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed **\$750,000.00** subject to the availability of funds.

(b) Any advanced payment under this Agreement is subject to s.216.181(16), Florida Statutes. The amount which may be advanced is subject to Rule Chapter 9B-43, Florida Administrative Code, 24 C.F.R. Part 85, 24 C.F.R. Part 570, Federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990.

(c) The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(d) All funds shall be requested on forms provided by the Department for that purpose.

(e) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the grant application as originally submitted that relate to preparation of the grant application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of this contract.

(f) Funds expended for otherwise eligible activities prior to the effective date of this Agreement, except for those provided for in this contract or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to this Agreement, are ineligible for funding with CDBG funds.

(g) In the event that the Department suspends funding pursuant to the provisions of this Agreement, said suspension shall take effect as of the receipt of the notice of said suspension by the Recipient. Any requests for payment for which the Department has not yet disbursed payment shall be subject to said suspension.

(18) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(b) If otherwise allowed under this Agreement, this Agreement may be extended for a period of at least six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper audit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(f) If the Recipient receives any interest income, it shall be returned to the Department.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(19) LOBBYING PROHIBITION.

(a) No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(20) COPYRIGHT, PATENT AND TRADEMARK

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement 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 Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the

name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable materials are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby reserved to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

(21) PROGRAM INCOME

(a) Program Income is defined in Rule 9B-43.003(47), Florida Administrative Code.

(b) Program income generated prior to closeout of this grant shall be returned to the Department unless:

1. The program income is used to fund additional units of CDBG activities referenced in the grant agreement under which the program income was generated; and

2. The recipient amends the grant agreement to encompass expenditure of that program income prior to administrative closeout; and

3. The funds are to be expended pursuant to the provisions of 24 C.F.R. Part 570, Sections 290.046-.049, Florida Statutes, and Rule Chapter 9B-43, Florida Administrative Code.

(c) Pursuant to 24 C.F.R. Section 570.489(e)(2)(ii)(c), program income retained by a Recipient during the term of this grant must be substantially disbursed before requesting additional funds from the Department.

(d) All program income generated after closeout shall be returned to the Department.

(e) The Recipient must report program income on hand from this or any other CDBG grant on the semiannual program income report.

(22) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

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

RECIPIENT: Nassau County Board of County Commissioners

BY: Vickie Samus Date: 8-11-03

Name and title: Vickie Samus, Chairman

SAMAS # _____ FID# 59-1863042

Attest:

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: Libby Lane Date: 9/29/03

Name and Title: Libby Lane, Acting Director
Division of Housing and Community Development

Approved as to form:

Michael S. Mullin
County Attorney

RECIPIENT: Nassau County

CONTRACT NUMBER: 04DB-1Q-04-55-01-H05

**ATTACHMENT A
PROGRAM BUDGET AND SCOPE OF WORK**

1	2	3	4	5	6	7	8	9	10	11
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET			
NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	*OTHER FUNDS	*SOURCE #	PROG.INC.
13	Administration						\$112,500.00		2	
09a	Housing Rehab/Demo/Replacement	H.U.	20	20	7	20	\$624,500.00	\$350,000.00	1	
008	Temporary Relocation	H.H.	20	20	7	20	\$13,000.00			
	TOTALS						\$750,000.00	\$350,000.00		

*** SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMN 9 & 10 ABOVE)**

1. SHIP \$350,000

Attachment B

Scope of Work (Work Plan)

DEPARTMENT OF COMMUNITY AFFAIRS
SMALL CITIES CDBG PROGRAM
ACTIVITY WORK PLANS

RECIPIENT Nassau County DATE PREPARED August 15, 2003

CONTRACT NO. 04DB-1G-04-55-01-H05 ACTIVITY BUDGET \$ 112,500
(for this activity only)

Activity Name <u>Administration</u> Number <u>13</u> Service Area # _____	Number of Proposed Beneficiaries			Proposed Activity Units	
	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
	Total	LMI	VLI	No. of Units	Type of Units

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be Submitted by "Date End"	# of Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
10/03	12/03	Submit Request for Release of Funds and Environmental Conditions		5,000
10/03	12/03	Submit documentation to clear Special Condition Numbers _____		
		Submit documentation to clear Special Condition Numbers _____		
10/03	12/03	Provide Policies; Assist in Special Conditions		
10/03	10/05	Administration Assistance		7,500
12/03	3/04	Oversee Applicant Selection and Contractors Certification		30,000
3/04	9/05	Project Management		30,000
10/03	10/05	Record Keeping		40,000
		Submit Administrative Closeout*		
		*within 45 days of contract expiration		

ACTIVITY BUDGET TOTAL \$ 112,500

(must equal Activity Budget in the heading of this form)

DEPARTMENT OF COMMUNITY AFFAIRS
SMALL CITIES CDBG PROGRAM
ACTIVITY WORK PLANS

RECIPIENT Nassau County

DATE PREPARED August 15, 2003

CONTRACT NO. 04DB-1Q-04-55-01-H05

ACTIVITY BUDGET \$ 624,500.00
(for this activity only)

Activity Name <u>HousingRehab/Demo/Re</u> Number <u>09a</u> Service Area # _____		Number of Proposed Beneficiaries <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <u>20</u> Total <u>20</u> LMI <u>7</u> VLI </div>			Proposed Activity Units <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <u>20</u> No. of Units <u>HU</u> Type of Units </div>	
Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be Submitted by "Date End"	# of Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"		
10/03	12/03	Submit Request for Release of Funds and Environmental Conditions				
10/03	12/03	Submit documentation to clear Special Condition Numbers_____				
		Submit documentation to clear Special Condition Numbers_____				
12/03	02/04	Receive Applications, Rank, and Select				
01/04	03/04	Certification of Contractors				
05/04	08/04	Rehab/Demo/Replacement 33%	6	\$208,166.00		
09/04	12/04	Rehab/Demo/Replacement 66%	7	\$208,166.00		
01/05	04/05	Rehab/Demo/Replacement 100%	7	\$208,168.00		
		Submit Administrative Closeout*				
		*within 45 days of contract expiration				

ACTIVITY BUDGET TOTAL \$ 624,500.00

(must equal Activity Budget in the heading of this form)

REQUEST FOR FUNDS & REPORT ON ACCOMPLISHMENTS TO DATE
Small Cities Community Development Block Grant (CDBG) Program
Department of Community Affairs (01/03)

(1) Local Government _____ (2) Contract # _____ (3) Request For Funds # _____
 (4) Contract Expiration Date _____ (5) Request Period: From _____ To _____
 (6) Form Prepared By: Name _____ Telephone _____ FAX _____ E-MAIL _____

(7) Activity Number	(8) Activity Name	(9) Current Budget For This Activity From Con- tract or Last Amend- ment	(10) Amount Requested This RFF	(11) Remaining Project Bal- ance For Activity	(12) Non-CDBG Funds Dis- bursed To Date For Activity	(13) Activity Accomplish- ments To Date
COLUMN TOTALS						

(13) By Activity (excluding Administration) describe quantitatively what you have done so far in your project and what percent of each activity is complete. Use an extra page if necessary to be thorough and complete.

(14) Submitted By: _____ Signature: _____ Date Signed: _____

(14) Submitted By: _____ Signature: _____ Date Signed: _____

IF YOU ARE NOT REQUESTING FUNDS, DO NOT FILL IN THE RFF NUMBER (3) ON THIS FORM. AN RFF WITH ERRORS MAY REQUIRE RE-SUBMISSION WITH ORIGINAL SIGNATURES. IF YOU HAVE QUESTIONS, CALL YOUR REGIONAL REPRESENTATIVE.

DEPARTMENT OF COMMUNITY AFFAIRS
SMALL CITIES CDBG PROGRAM

CONTRACTUAL OBLIGATIONS
AND MBE REPORT (05.03)

(1) REQUEST FOR FUNDS # _____
(2) PAGE _____ OF _____

(3) Recipient _____

(4) Contract Number _____

(5) Report Period From _____ to _____

(6) Form Prepared By _____ (Name) _____ (Phone Number)

(7) Contractor/Subcontractor Name and Address (Fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. Both prime contractor and subcontractors (with contracts over \$10,000) paid with CDBG dollars must be included. Do not list previously reported information.	(8) Prime Contractor Identification (ID) Number	(9) Subcontractor Identification (ID) Number (See below)	(10) Contract Period		(11) Amount of Contract or Subcontract	(12) Type of Trade 1 thru 3 (See below)	(13) Contractor or Subcontractor Racial Ethnic 1 thru 7 (See below)	Procurement Compliance Checklist				
			(a) Start Date	(b) End Date				(14) Section 3 Y/N	(15) WBE# Y/N	(16) Small Business Y/N	(17) Davis Bacon Y/N	(18) Type of Procurement (See below)
Name Street City State & Zip Code												
Name Street City State & Zip Code												
Name Street City State & Zip Code												
Name Street City State & Zip Code												
(9) When subcontractor ID is used, information in columns 10 through 17 must reflect the subcontractor information, not the prime contractor's information; also include prime contractor's ID number.			(12) Type of Trade Codes: 1 = New Construction (includes housing rehab, water, and sewer) 2 = Education/Training 3 = Other (includes supply, professional services and other activities except construction and education/training)			(13) Racial Ethnic Codes 1 = White American 2 = Black American 3 = Native American 4 = Hispanic American 5 = Asian/Pacific American 6 = Hasidic Jews 7 = Other			(18) Procurement Type CB = Competitive Bid E = Emergency Purchase CN = Competitive Negotiation NC = Non-Competitive Negotiation SP = Small Purchase			

DEPARTMENT OF COMMUNITY AFFAIRS
SMALL CITIES CDBG PROGRAM
ACTIVITY WORK PLANS

RECIPIENT Nassau County

DATE PREPARED August 15, 2003

CONTRACT NO. 04DB-1Q-04-55-01-H05

ACTIVITY BUDGET \$ 13,000
(for this activity only)

Activity Name <u>Temporary Relocation</u> Number <u>008</u> Service Area # _____	Number of Proposed Beneficiaries			Proposed Activity Units	
	<u>20</u>	<u>20</u>	<u>7</u>	<u>20</u>	<u>HU</u>
	Total	LMI	VLI	No. of Units	Type of Units

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be Submitted by "Date End"	# of Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
10/03	12/03	Submit Request for Release of Funds and Environmental Conditions		
10/03	12/03	Submit documentation to clear Special Condition Numbers____		
		Submit documentation to clear Special Condition Numbers____		
12/03	02/04	Receive Applications, Rank, and Select		
01/04	03/04	Certification of Contractors		
05/04	08/04	Relocation during Rehab/Demo/Replacement 33%	6	\$4,000
09/04	12/04	Relocation during Rehab/Demo/Replacement 66%	7	\$4,500
01/05	04/05	Relocation during Rehab/Demo/Replacement 100%	7	\$4,500
		Submit Administrative Closeout*		
		*within 45 days of contract expiration		

ACTIVITY BUDGET TOTAL \$ 13,000

(must equal Activity Budget in the heading of this form)

Attachment C

State and Federal Program Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

- | | |
|---|--|
| 1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570; | 37. Architectural and Construction Standards; |
| 2. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.; | 38. Architectural Barriers Act of 1968, 42 U.S.C. 4151; |
| 3. Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.; | 39. Executive Order 11296, relating to evaluation of flood hazards; |
| 4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.; | 40. Executive Order 11288, relating to prevention, control and abatement of water pollution; |
| 5. Title I of the Housing and Community Development Act of 1974, as amended | 41. Cost-Effective Energy Conservation Standards, 24 C.F.R. Part 39; |
| 6. Treasury Circular 1075 regarding drawdown of CDBG funds | 42. Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882; |
| 7. Sections 290.0401-290.049, F.S.; | 43. Coastal Barrier Resource Act of 1982; |
| 8. Rule Chapter 9B-43, Fla. Admin. Code.; | 44. Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.; |
| 9. Department of Community Affairs Technical Memorandums; | 45. Title VI of the Civil Rights Act of 1964 - Non-discrimination; |
| 10. HUD Circular Memorandums applicable to the Small Cities CDBG Program; | 46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing; |
| 11. Single Audit Act of 1984; | 47. Age Discrimination Act of 1975; |
| 12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act; | 48. Executive Order 12892- Fair Housing |
| 13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R. Part 800); | 49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination; |
| 14. Preservation of Archaeological and Historical Data Act of 1966; | 50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8; |
| 15. Executive Order 11593 - Protection and Enhancement of Cultural Environment; | 51. Executive Order 11063 - Equal Opportunity in Housing; |
| 16. Reservoir Salvage Act; | 52. Executive Order 11246 - Non-discrimination; |
| 17. Safe Drinking Water Act of 1974, as amended; | 53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting; |
| 18. Endangered Species Act of 1958, as amended; | 54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24; |
| 19. Executive Order 12898 - Environmental Justice | 55. Copeland Anti-Kickback Act of 1934; |
| 20. Executive Order 11988 and 24 C.F.R. Part 55 - Floodplain Management; | 56. Hatch Act; |
| 21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et. seq.); | 57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.); |
| 22. Executive Order 11990 - Protection of Wetlands; | 58. OMB Circulars A-87, A-122, and A-133, as revised; |
| 23. Coastal Zone Management Act of 1968, as amended; | 59. Administrative Requirements for Grants, 24 C.F.R. Part 85; |
| 24. Wild and Scenic Rivers Act of 1968, as amended; | 60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12. |
| 25. Clean Air Act of 1977; | |
| 26. HUD Environmental Standards (24 C.F.R. Part 58); | |
| 27. Farmland Protection Policy Act of 1981; | |
| 28. Clean Water Act of 1977; | |
| 29. Davis - Bacon Act; | |
| 30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.; | |
| 31. The Wildlife Coordination Act of 1958, as amended; | |
| 32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.); | |
| 33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B; | |
| 34. Flood Disaster Protection Act of 1973, P.L. 92-234; | |
| 35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59; | |
| 36. Coastal Zone Management Act of 1972, P.L. 92-583; | |

ATTACHMENT D
SPECIAL CONDITIONS
Housing Category

The following reports must be completed and submitted to the Department of Community Affairs (DCA) in the time frames indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (9) of this Agreement.

- a. The Contractual Obligations and MBE Report must be submitted to DCA by April 15 and October 15 annually. The form should report new contractual activity (do not report contracts that have been previously reported). If no activity has taken place during the reporting period, the form must be submitted indicating "no activity".
- b. The Request for Funds Form must be submitted to the DCA at a minimum of once per quarter. If no activity has taken place during the quarterly reporting period for which funds will be requested, the form must be submitted indicating "no funds required".
- c. The Projection of Contract Payments and Report on Accomplishments to Date Form must be submitted to the DCA four (4) times a year: May 1, August 1, November 1 and February 1. In Section I Funding Projection, if no funding will be required for the applicable reporting period, the form must be submitted indicating "no funds required". In Section II Accomplishments, all accomplishments must be reported from implementation to date. If there are no accomplishments to report, "no accomplishments to date" must be indicated.

Failure to comply with the above reporting requirements may result in suspension of funding or in the Department's inability to honor Request for Funds.

PRE-AWARD REQUIREMENTS:

1) This Agreement shall be executed by the Recipient and returned to the Department at its offices at 2555 Shumard Oak Boulevard, Florida, 32399-2100, within thirty (30) days after receipt, in accordance with Fla. Admin. Code, Rule 9B-43.014(2). All time periods in this Agreement refer to calendar days. After receipt by the Department of the signed Agreement and those submissions required in paragraph two (2) of this Attachment D, the Department will execute this Agreement and return an original to the Recipient.

2) The Recipient must satisfy the following provisions prior to the execution of this Agreement by the Department, but in any case, no later than thirty (30) days from the date of execution of this Agreement by the Recipient:

A) Develop, subject to the approval of the Department, a detailed consolidated Work Plan for the project as described in the Application. The Work Plans shall indicate the proposed dates of starting and completing each of the various activities of this Agreement, including but not limited to submitting plans, specifications, and bid documents to the Department (if required); issuing notices to proceed to contractors; three intermediate dates for completion of portions of the activities (i.e., 33%, 66%, and 100% completion); and submission of the administrative closeout package. Pursuant to OMB Circular A-87, Attachment B, Paragraph 32, funds obligated or expended on activities prior to the effective date of this Agreement are ineligible for reimbursement except those expenses to comply with the requirements of 24 C.F.R. Part 58 and for the application preparation cost detailed in the application. The Department reserves the option of rejecting Work Plans wherein the time frames are not realistic, where proposed funding time frames are at great variance with proposed completion of activities, or where the Work Plans are not sufficient in detail;

- B) Submit to the Department the completed Civil Rights Profile Form to facilitate the Department's civil rights review;
- C) Establish a separate non-interest bearing checking account ("the CDBG operating account") for the purpose of this grant. This non-interest bearing checking account shall be used for all CDBG expenditures unless an escrow account is established pursuant to 24 C.F.R. Section 570.511 for payments to contractors for rehabilitation of single-family dwellings or multi-family dwellings containing no more than four housing units. Funds will be dispatched directly to the CDBG operating account. Three copies with original signatures of the attached Signature Authorization Form shall be returned to the Department. Each individual who is a signatory on the CDBG operating account must be bonded. This condition is waived if the Recipient elects in writing to conduct its grant on a one hundred percent reimbursement basis and so certifies to the Department;
- D) Establish, if desired by the Recipient, a separate interest bearing checking account ("the CDBG escrow account") for the purpose of payment of the housing rehabilitation activity expenditures during the term of this Agreement. This interest bearing checking account shall be used only for CDBG expenditures pursuant to 24 C.F.R. Section 570.511 for payments to contractors for rehabilitation of single-family dwellings or multi-family dwellings containing no more than four housing units and shall not be used for payment of administration, relocation, or other purposes. Funds for escrow purposes will be dispatched directly to the CDBG operating account. Each individual who is a signatory on the CDBG escrow account must be bonded. All interest accruing on the CDBG escrow account shall be forwarded to the Department on no less than a quarterly basis for submission to the U.S. Department of Housing and Urban Development; and
- E) Submit to the Department an initial Form HUD 2880, or its equivalent, pursuant to 24 C.F.R. Part 12.
- PRIOR TO EXPENDING MORE THAN \$5,000 ON ADMINISTRATION OR WITHIN 90 DAYS:**
- 3) Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed Five Thousand Dollars (\$5,000), but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall undertake the following:
- A) Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions;
- B) Should the Recipient be undertaking any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, the Recipient shall document completion of the notice requirements provided in HUD Handbook 1378, Change 4. A non-exhaustive list of activities that would trigger this requirement would be proposed temporary relocation of tenants, acquisition of property, acquisition of easements or rights-of-way, proposed demolition of housing units, or displacement;
- C) Unless the Recipient has received a letter from the Department approving its procurement policy, the Recipient shall amend the policy to address the Department's review comments and submit to the Department a copy of the amended policy, including documentation of adoption;
- E) Modify its Housing Assistance Plan to require that any housing unit rehabilitated with CDBG funds must be covered by flood insurance for the period following rehabilitation of the structure to the closeout of the grant contract; and
- F) The documentation required in paragraph 5 below for any professional services contract.

PRIOR TO EXPENDITURE OF FUNDS FOR ARCHITECTURE OR ENGINEERING SERVICES:

4) The local government shall not expend any CDBG funds for architectural or engineering services until the Department has received the information required in paragraph 5 relating to architectural and engineering services.

PRIOR TO ENTERING INTO A SOLE SOURCE CONTRACT:

5) The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposer procurement action without prior written approval from the Department. Failure to secure the prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.

WITHIN FIVE DAYS OF CONTRACTING FOR PROFESSIONAL SERVICES:

6) For each procured and executed professional services contract for which CDBG funding will be requested, or within five (5) days of the execution of any yet to be procured professional services for which CDBG funding will be requested, submit a copy of the following procurement documents:

- A) Public notice of the terms of the request for proposals in a newspaper of regional circulation, including affidavit of publication;
- B) List of entities to whom a notification of the request for proposals was provided by mail or by fax;
- C) List of firms which submitted a proposal (only if short-listing procedure was used);
- D) Completed short-listing evaluation / ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
- E) Completed final evaluation / ranking forms;
- F) Portion of commission minutes dealing with contract award;
- G) Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
- H) Contract (signed or proposed);
- I) Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$60,000;
- J) If a protest was filed, a copy of the protest and documentation of resolution;
- K) A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000;
- L) If a regional planning council or local government is performing the services, submit only a copy of the contract and cost analysis information; and
- M) If a professional services procurement will not be undertaken, so advise the Department.

ADMINISTRATIVE REMINDERS:

- 7) No expense to be paid with CDBG funds pursuant to this Agreement may be incurred prior to the effective date of the Agreement, except as provided for in paragraph 6(A) of this Attachment D and except for those eligible application preparation costs outlined in the terms of this application, as received by the Department on or before the application deadline. Funds expended for otherwise additional eligible activities prior to the effective date of this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility or addition to the Agreement are ineligible for funding or reimbursement.
- 8) The Recipient, by executing this Agreement, does thereby certify that there will be no program income generated as a result of this grant. However, should program income be inadvertently generated, it will be returned to the Department within three working days of receipt of said program income. Program income is defined in accordance with 24 C.F.R. Section 570.489(e) without regard to any excluded amounts. Should the program income be generated from the payment of a loan made by the Recipient to an eligible beneficiary for the purpose of housing rehabilitation, the Recipient may only undertake additional eligible housing rehabilitation prior to closeout with the proceeds of such repayment, or return the program income to the Department.
- 9) The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
- 10) The Recipient shall annually undertake an activity to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4). Annually shall be defined as an activity for each year or one-third thereof from the effective date of the contract to the date of submission of the administrative closeout.
- 11) The Recipient shall expend and document the expenditure of the amount of local government general revenue contribution that is claimed for points on Form CDBG-H-4 in the Application, as it may have been amended through the completeness process, and reflected on Attachment A to this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits and for unreimbursed application preparation cost, these local government general revenue funds shall be expended after the date of the site visit and prior to submission of the administrative closeout. The local government general revenue contribution shall be expended concurrently with expending CDBG funds for the same purpose. The expenditure of local government general revenue funds shall be documented as if they were CDBG funds. The documentation of the expenditures shall be reviewed by the Department prior to the approval of administrative closeout.
- 12) The Recipient shall expend and document the expenditure of the amount of other grant or loan leverage funds that is claimed for points on Form CDBG-H-3(B3) in the Application, as it may have been amended through the completeness process, and as reflected on Attachment A to this Agreement. These grant or loan leverage funds shall be expended as described on Form CDBG-H-4 after the date of the site visit and prior to submission of the administrative closeout. The expenditure of other grant or loan leverage funds shall be documented as if they were CDBG funds. The documentation of the expenditures shall be reviewed by the Department prior to the approval of administrative closeout.
- 13) Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).
- 14) The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

15) A deed restriction shall be recorded on any real property or facility acquired or constructed with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the Application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the County in which the Recipient is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).

16) The Recipient shall conduct all public hearings relating to this Agreement and performance thereunder in a location that is accessible to physically handicapped persons or make such accommodations as necessary to provide for active participation of handicapped persons desirous of attending such public hearings.

17) The Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that such updates be prepared. A final Form HUD 2880 shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of such administrative closeout and assessment of penalties which would have otherwise occurred.

18) The Recipient must comply with the Housing Assistance Plan that was provided to the department as part of the application process. The Recipient agrees that this Housing Assistance Plan must be followed when selecting beneficiaries and housing units, and shall only be modified after application deadline with prior DCA approval.

19) For properties constructed prior to 1978, any homeowner, resident, or tenant remaining in, being relocated from, or locating to any housing unit that is to be rehabilitated or that has been rehabilitated, in whole or in part, with CDBG funds provide under the terms of this Agreement, shall be advised:

- A) The property may contain lead-based paint;
- B) The hazards of lead-based paint;
- C) The symptoms and treatment of lead poisoning;
- D) The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
- E) The need for and availability of blood lead level screening for children under seven years of age; and
- F) Appropriate abatement procedures may be undertaken if lead-based paint is found on the property.

20) The Recipient shall maintain records of its expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget line items by contracted activity as defined on Attachment A and on the Work Plans required in paragraph 2(A) of this Attachment D.

21) Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the State of Florida, Department of Business and Professional Regulation.

22) Change orders for rehabilitation or reconstruction of housing units which cumulatively exceed one thousand dollars (\$1,000) above the original contract amount, shall only be paid with CDBG funds if those change orders are to correct documented code violations based on a bonafide code violation report or to meet Section 8 Housing Quality Standards.

23) All change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative and the contractor and a representative of the local government prior to any initiation of additional work based on that change order.

24) To document completion of construction, each housing unit case file shall contain the following information:

A) A statement from the contractor that all items on the initial work write-up and those modified through change orders have been completed;

B) An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;

C) A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and

D) This documentation shall be completed prior to the submission of the administrative closeout package and shall accompany the administrative closeout package when submitted to the Department.

25) The following data will be provided by housing unit as part of the administrative closeout for each activity providing direct benefit (ie., housing rehabilitation, temporary relocation, hookups, etc.):

A) Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;

B) Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;

C) The number of occupants in the household, categorized by sex; and

D) The racial demographics of the household by number (white, black, Hispanic, Asian/pacific islander, Hassidic Jew or American Indian/Alaskan native;

26) The statistics provided in Number 25 above shall be summarized by activity and submitted with the administrative closeout package.

27) Any payment exceeding fair market value as established through the appraisal process established in HUD Handbook 1378 for acquisition of any property, right-of-way, or easement, shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid with CDBG funds.

28) The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or video work shall be done to document the ongoing improvements. Upon completion of construction, a final set of photographs or video of the activity locations will be done.

AGREEMENT SPECIFIC SPECIAL CONDITIONS:

none

EXHIBIT 1

Federal Resources awarded to the Recipient pursuant to this Agreement consist of the following:

Federal Program: U.S. Department of Housing and Urban Development
CFDA #14.228 \$750,000.00

Compliance requirements applicable to the federal resources awarded pursuant to this Agreement are as follows:

Note: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

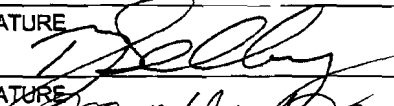

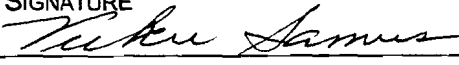
- 27) The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.
- 28) The Recipient shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment C.

Note: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal programs and State projects included in Exhibit 1 be provided to the Recipient.

SIGNATURE AUTHORITY FORM (07.02)

INDIVIDUALS AUTHORIZED TO SUBMIT REQUESTS FOR PAYMENTS

SUBMIT THREE ORIGINAL COPIES FOR EACH CONTRACT

RECIPIENT Nassau County		CONTRACT # 04DB-1Q-04-55-01-H05	
MAILING ADDRESS (STREET OR POST OFFICE BOX) P.O. Box 1010			
CITY, STATE AND ZIP CODE Fernandina Beach, FL 32035			
CONTACT PERSON J.M. "Chip" Oxley Jr.		TELEPHONE # (904) 321 5800 E-MAIL ADDRESS: CLERK@NASSAUCLERK.COM	
FINANCIAL CONTACT PERSON BETTY J. JORDAN		TELEPHONE # (904) 264-6203 E-MAIL ADDRESS: JORDANGRANTS@AOL.COM	
REQUESTS FOR FUNDS FROM THE FLORIDA SMALL CITIES CDBG PROGRAM (DEPARTMENT OF COMMUNITY AFFAIRS) REQUIRE (CHECK ONE) <input checked="" type="checkbox"/> ONE SIGNATURE <input type="checkbox"/> TWO SIGNATURES OF INDIVIDUALS AUTHORIZED BELOW.			
TYPED NAME Ted Selby	DATE 8/15/03	SIGNATURE 	
TYPED NAME J.M. "Chip" Oxley	DATE 8/15/03	SIGNATURE 	
TYPED NAME	DATE 8/15/03	SIGNATURE	
TYPED NAME	DATE 8/15/03	SIGNATURE	
I CERTIFY, AS THE RECIPIENT'S CHIEF ELECTED OFFICIAL, THAT THE ABOVE SIGNATURES ARE OF THE INDIVIDUALS AUTHORIZED TO SIGN REQUESTS FOR FUNDS FROM THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT.			
TYPED NAME VICKI SAMUS	DATE 8/15/03	SIGNATURE 	
<input checked="" type="checkbox"/> Check here if your local government receives Electronic Funds Transfer (EFT) from the State of Florida. Note: CDBG payments made via EFT are automatically deposited to the local governments general account. If this account is interest bearing it must be transferred to a non-interest bearing account. You can check on your deposit through the State Comptroller's website at http://flair.dbf.state.fl.us/ If you are not sure if your local government uses EFT, or have any questions about the process, please call the CDBG section at (850) 922-1894.			
<input type="checkbox"/> Check here if your local government will be working on a reimbursement basis. For local governments not receiving EFT and not working on a reimbursement basis, a non-interest bearing account must be established. Please list the account information for the financial institution (insured by the FDIC) below. All signatures on this account must be bonded.			
NAME OF FINANCIAL INSTITUTION		ACCOUNT NUMBER	
STREET ADDRESS OR POST OFFICE BOX		TELEPHONE NUMBER	
CITY, STATE AND ZIP CODE			

REQUEST FOR FUNDS AND REPORT ON ACCOMPLISHMENTS INSTRUCTIONS

The RFF form must be completed, checked for accuracy and submitted to DCA bearing original or verifiable Entrust electronic signatures.

- (1) **LOCAL GOVERNMENT:** Enter the name of the local government as listed in the contract.
- (2) **CONTRACT NUMBER:** Enter the contract number assigned to the grant by DCA. (Number can be found on the first page of the contract agreement.)
- (3) **REQUEST FOR FUNDS #:** Enter number of the Request For Funds. RFFs must be numbered consecutively starting with one (1). If a Request for Funds is rejected by DCA and returned to the recipient without processing, the number assigned to that RFF should be reused for the next RFF. If you are reporting on accomplishments, but not requesting funds, do not put a number in this space.
- (4) **CONTRACT EXPIRATION DATE:** Enter the ending date of the contract. If an amendment has been approved by DCA to extend the expiration date, list the amended expiration date.
- (5) **REQUEST PERIOD:** The **FROM** date is the beginning date for the period in which costs were incurred for which the RFF is being submitted. The **TO** date is the last date for which costs were incurred that are being requested in the Request for Funds. The local official(s) may sign the form on the last date of the reporting period or after that date. (Example: Official(s) sign RFF # 1 on 2/1/02. The last costs for reporting period were incurred on or before the last date of the report or 1/31/02.)
- (6) **FORM PREPARED BY:** Name, telephone and fax numbers, and E-MAIL address of person who prepared the RFF. If there is a discrepancy, this person should be able to provide clarification.
- (7) **ACTIVITY CODE:** Enter activity codes in numerical order for each line item as shown on the budget summary form of the contract.
- (8) **ACTIVITY NAME:** Enter the description of the activity as listed in the contract.
- (9) **CURRENT BUDGET FOR THIS ACTIVITY FROM CONTRACT OR LAST AMENDMENT:** Enter the CDBG budgeted amount for each activity as shown on the budget of the original contract (Attachment A). If an amendment has been approved by DCA that changed the original budget, list the CURRENT amounts (as amended).
- (10) **AMOUNT REQUESTED THIS RFF:** Enter the current amount requested for each line item.
- (11) **REMAINING PROJECT BALANCE FOR ACTIVITY:** Enter the amount of CDBG funds available for each activity after this RFF (by subtracting the amount requested by this RFF (column 10) from the available balance (column 11) from the PREVIOUS RFF).
- (12) **NON-CDBG FUNDS DISBURSED TO DATE FOR ACTIVITY:** Enter the amount of other funds expended to date for each activity per contract agreement as applicable - private investments, local government contributions, etc., documented to date.
- (13) **PROJECT STATUS:** By activity (excluding administration) describe quantitatively what you have done so far in your project and what percent of each activity is complete. Use an extra page as necessary to be thorough and complete.
- (14) **SIGNATURES:** The RFF must be signed by individual(s) designated on the most recent signature authorization on file with DCA. Signatures must be original or verifiable Entrust electronic signatures.

CONTRACTUAL OBLIGATION & MBE INSTRUCTIONS (05.03)

Follow the instructions below when completing the Contractual Obligations and MBE (CO/MBE) report. The form must be typed, checked for accuracy and submitted to DCA. Submit it with the Request For Funds (RFF) if there has been new contractual activity since the last RFF was submitted. The form should report new contractual activity (do not report contracts that have previously been reported). *(The report does not need to be submitted if there has been no new contractual activity since the last RFF was submitted.)*

- (1) Request for Funds Number: Enter the RFF number for which this report is pertinent.
- (2) Page _____ of _____: Number pages as needed; use additional forms if necessary.
- (3) Recipient: Enter complete name of recipient (include city or county with name).
- (4) Contract Number: Enter complete contract number.
- (5) Report Period (From/To): Enter beginning and ending dates for the contractual obligations being reported. These dates should coincide with the reporting dates on the Request For Funds form.
- (6) Form Prepared By: Enter name and phone number of the person responsible for the report.
- (7) Contractor/Subcontractor Name and Address: Enter this information for each firm receiving a contract or subcontract. Be sure to include a zip code. Only activities of \$10,000 or more need to be reported unless contracts of \$10,000 or less represent a significant portion of the total contracting activity.
- (8) Prime Contractor Identification Number: Enter Employer Identification Number (IRS) or Social Security number of the Prime Contractor as the identifier for each contract awarded from CDBG funds.
- (9) Subcontractor Identification Number: Enter Employer Identification Number (IRS) for the Subcontractor as the identifier for each contract awarded from CDBG funds. When a subcontractor ID or Social Security number is provided (where there is no IRS number), the Prime Contractor ID number must also be provided. If a subcontractor ID is placed in column 9, information in columns 10-18 must reflect subcontractor information rather than prime contractor information. Use the HUD Labor Standards Handbook # 1344 (7-3) to determine whether or not a subcontractor is an employee.
- (10) Contract Period: (a) Start Date: Enter beginning date of contractual period. (b) End Date: Enter ending date of contractual period.
- (11) Amount of Contract/Subcontract: Enter dollar amount of contract.
- (12) Type of Trade: Enter the code (1,2 or 3) which best indicates the contractor/subcontractor service. If a subcontractor ID is provided in 9, the trade code would be for the subcontractor instead of the prime contractor. The "new construction" category (1) includes housing rehabilitation, water and sewer. The "other" category (3) includes supply, professional services and other activities except construction and education/training.
- (13) Contractor or Subcontractor Business Racial/Ethnic Code: Enter the code (1-7) for the racial/ethnic character of the owner(s) or controller(s) of 51% or more of the business. If 51% is not owned and controlled by a single racial/ethnic category, enter the most appropriate code. If a subcontractor ID is provided in 9, the trade code would apply to the subcontractor instead of the prime contractor.
- (14) Section 3: Enter "Yes" or "No" in column 15. "Yes" if Section 3 applies and "No" if Section 3 does not apply (see HUD Handbook 8023.1).
- (15) Women Business Enterprise (WBE): Enter "Yes" or "No" in column 16. "Yes" if it is a Women Business Enterprise and "No" if it is not.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

J.M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

February 11, 2004

Jim Austin
Small Cities CDBG Program
Department of Community Affairs
2555 Shumard Oak Drive
Tallahassee, FL 32399-2100

RE: CDBG Contract Number: 04DB-1Q-04-55-01-H05

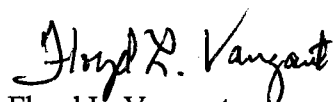
Dear Mr. Austin:

As the environmental certifying officer for this project, I certify that all activities have been reviewed under the requirements of 24 CFR 58 and the following determinations have been made.

1. All project activities, regardless of the funding source, are either exempt or categorically excluded under 24CFR 58.35(a)(4) and therefore an environmental assessment under the National Environmental Policy Act (NEPA) is not required. Construction activities consist of housing rehabilitation which are categorically excluded under 24 CFR 58.35 (a)(4).
2. The project was also reviewed for consistency with other statutory environmental requirements (statutory checklist) and no additional environmental review is required.

Therefore, a published Notice of Intent to request Release of Funds is not required. I request the Department to consider the grant's environmental conditions satisfied and to release funds for this project.

Sincerely,


Floyd L. Vanzant
Chairman

Enclosure- ERR (including Clearing House documentation)
Statutory Checklist (if other than exempt)

FINDING OF CATEGORICAL EXCLUSION AND CERTIFICATION

It is the finding of Nassau County, Florida, that the activities proposed in its FFY 2003 CDBG application consist solely of activities categorically excluded from the environmental review requirements of NEPA and that these activities are in compliance with the environmental requirements of NEPA and that these activities are in compliance with the environmental requirements of related federal authorities.

The activities and the related authority for exclusion are listed below:

The activities consist of rehabilitation houses in the County not in the incorporated area of other municipalities. These are existing homes that are currently occupied by very low and/or low to moderate income citizens.

The authority for the exclusion is 24 CFR 58.35 (a) (4) which states the following:

(a) Categorical exclusion from NEPA requirements. Activities and projects which consist solely of the following kinds of activities are categorically excluded from the NEPA requirements of this part (see definition in 40 CFR 1508.4):

(4) An individual action on a one-to four-family dwelling or an individual action on a project of five or more units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four units on any one site.

Compliance with the environmental requirements of other related federal authorities is indicated on the attached statutory checklist.

Preparer: Betty Jordan, Jordan & Associates

Date: January 23, 2004

Certifying Official: Alfred P. Vaneant

Date: February 13, 2004

- (16) Small Business: Enter "Yes" or "No" in column 17. "Yes" if it is a Small Business and "No" if it is not a Small Business.
- (17) Davis Bacon: Enter "Yes" or "No" in column 1. "Yes" if Davis Bacon applies and "No" if Davis Bacon does not apply.
- (18) Type of Procurement: Enter applicable acronym:

CB = Competitive Bid
E = Emergency Purchase
CN = Competitive Negotiation

SP = Small Purchase
O = Other
NC = Noncompetitive Negotiation (approved by DCA)