



STATE OF FLORIDA  
**DEPARTMENT OF VETERAN  
 AND COMMUNITY AFFAIRS**  
 DIVISION OF LOCAL RESOURCE MANAGEMENT

BOB GRAHAM  
 Governor  
 John M. DeGrove  
 Secretary

BOARD MEETING

DATE: 7/13 1983

ACTION: 10

INFO: \_\_\_\_\_

~~MICHAEL COOPERSON~~  
~~SECRET~~

June 29, 1983

Mr. T. J. Greeson  
 Ex-Officio Clerk  
 Nassau County  
 Post Office Box 1010  
 Fernandina Beach, Florida 32034

Dear Mr. Greeson:

Enclosed is a copy of the signed contract between the Department of Community Affairs and Nassau County which provides a grant to assist in updating Nassau County's comprehensive plan.

The contract should be reviewed carefully. Some of its more important provisions are as follows:

1. Fiscal records regarding this contract should be maintained for use by an independent CPA in the audit of this grant, as provided in Section II. A copy of our audit schedule is enclosed.
2. A progress report must be submitted by September 30, 1983, and a final evaluation, a budget status report and a copy of the final work products must be submitted by December 1, 1983, as provided in Section III of the contract.
3. Pursuant to Section IV, the county shall complete all work on the project by December 1, 1983. It is understood that the county will furnish the Department a more detailed work program, to supplement the program outlined in Appendix A of the contract.
4. Section V of the contract provides that the Department will advance 40 percent of the contract amount upon execution of the contract and will pay an additional 40 percent upon receipt of the progress report which is due on September 30, 1983. The final 20 percent will be paid upon receipt of the evaluation report, a budget status report and informational copies of completed plan documents. The first payment will be initiated

**BUREAU OF LOCAL GOVERNMENT ASSISTANCE**

2571 EXECUTIVE CENTER CIRCLE, EAST • TALLAHASSEE, FLORIDA 32301 (904) 488-7956

Mr. T. J. Greeson  
Page Two  
June 29, 1983

upon receipt of a written commitment by the Kings Bay Impact Coordinating Committee to participate in the funding of this project, as provided in Section IX(A) of the contract.

We are pleased to participate in this important effort to update Nassau County's comprehensive plan. Please let me know if you have any questions regarding any aspect of the contract.

Sincerely,

*Dale R. Eacker*

Dale R. Eacker, Administrator  
Planning and Assistance Section

DRE/mu

Enclosure

cc: Ms. Margaret Kempel  
Ms. Jones Hooks

CONTRACT NUMBER: 83-LG-21-04-55-01-001

LOCAL GOVERNMENT COMPREHENSIVE PLANNING ASSISTANCE AGREEMENT

BETWEEN

STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS

AND

NASSAU COUNTY, FLORIDA

RECEIVED

JUN 20 1983

BUREAU OF LOCAL  
GOVERNMENT ASSISTANT

THIS contract, entered into this 14th day of June 1983 by and between the State of Florida, Department of Community Affairs (hereinafter called the "Department") with headquarters in the City of Tallahassee, and Nassau County, Florida (hereinafter called the "Grantee").

WHEREAS, the Department, in furtherance of its duties under Section 163.03, Florida Statutes, has determined that the Grantee requires assistance in updating and expanding its comprehensive plan to reflect the impact of the Kings Bay Naval Submarine Base.

WHEREAS, the Grantee has resolved to accept this grant under the conditions set forth below.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

I. Scope of Services

(A) The Grantee agrees, under the terms and conditions of this Agreement and the applicable state and local laws and regulations, to undertake, perform, and complete certain planning activities, more particularly described in Appendix A and by this reference made a part hereof. Such activities shall be performed in accordance with the schedule established in Appendix B, attached hereto and incorporated in this contract. Applicable state laws and regulations include, but are not limited to Section 163.3161 et seq, F.S.

Grant funds provided by this Agreement shall be expended only for the activities listed in Appendix A.

(B) To the extent reasonably possible, the work to be performed by the Grantee shall be initiated, performed, and completed in collaboration and coordination with the programs of

all local, state and federal agencies that are actively concerned with various aspects of planning and development and with any citizen planning advisory committee organized to provide citizen input.

(C) The Department or Grantee may, from time to time, request changes in the scope of the activities conducted under this Agreement. Such changes, which are mutually agreed upon by and between the Department and the Grantee, shall be incorporated into this Contract as written modifications.

## II. Audit Requirements

(A) The Grantee shall have this grant audited by an independent, Certified Public Accountant.

(B) This audit shall include a schedule, on a form to be provided by the Department, identifying revenues, sources, expenditures, purposes and fund balances regarding the grant in accordance with the applicable rules, regulations and contract provisions.

(C) A copy of the local audit report shall be forwarded to the Department no later than December 31, 1984, unless an extension is granted by the Department.

(D) In the event the audit shows that a part or the entire grant fund has not been spent or that grant funds were used for ineligible activities, any resulting overpayment shall be repaid to the Department within (30) days after the Department has notified the Grantee of such overpayment.

## III. Reports and Records

(A) The Grantee shall provide to the Department:

(1) a progress report on the Program and a budget status report by September 30, 1983, in a format provided by the Department;

(2) a final evaluation of the Program and a budget status report by December 1, 1983 in a format provided by the Department; and

(3) an informational copy of each planning element or document produced by the Program on or before December 1, 1983.

(B) If all required reports as prescribed above and in Section V of this contract are not sent to the Department within fifteen (15) days of the due date or are not satisfactorily completed, the Department may withhold grant payments until all reports are received in proper form. The Department may terminate this contract if reports are not received after notice.

(C) The Grantee agrees to maintain adequate financial procedures and adequate support documents to account for the expenditure of funds under this Agreement.

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

#### IV. Time of Performance

The Grantee agrees to commence activities upon execution by both parties and to complete all activities no later than December 1, 1983.

#### V. Compensation

(A) The Department agrees to pay the grantee the total sum of seven thousand and 00/100 dollars (\$7,000.00) for the activities conducted, as described in appendix A, pursuant to the Local Government Comprehensive Planning Act of 1975.

(B) The Department shall advance forty per centum (40%) of the grant after the execution of this Agreement.

(C) The Department shall pay forty per centum (40%) of the grant after receipt and approval of the progress report and budget status report due on September 1, 1983.

(D) The Department shall pay twenty per centum (20%) of the grant after receipt and approval of the evaluation report, an informational copy of each plan document produced under this Program, and a budget status report due December 1, 1983.

#### VI. Termination of Contracts for Cause

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the requirements of this Agreement, the Department shall thereupon have the right,

without liability, to terminate this Agreement by giving written notice to the Grantee of such termination. The Department may also require a pro rata repayment for grant funds paid to a Grantee who breaches any part of this Agreement.

VII. Identification of Documents

All reports, maps and other documents completed as a part of this Agreement shall bear in an appropriate place, preferably in the title block of a map or plan and on the title page of a report or document, the following legend:

"Prepared by ( \_\_\_\_\_ ) under contract with the Department of Community Affairs. The preparation of this ( \_\_\_\_\_ ) was financially aided through a grant from the State of Florida, Department of Community Affairs."

The date (month and year) the document was prepared and the name of the consultant or Grantee community responsible for its preparation shall also be shown.

VIII. Representatives for the Parties

In all matters relating to the performance of this Agreement, the Director of the Division of Local Resource Management shall represent and act for the Department, and the T. J. Greeson, Ex - Officio Clerk or other appropriately delegated official of the Grantee shall represent and act for the Grantee.

IX. Conditions

(A) The work products to be funded by this grant represent a portion of the work required to update and expand Nassau County's comprehensive plan to reflect the impact of the Kings Bay Naval Submarine Base in Camden County, Georgia. Other elements of the plan update will be funded by Nassau County and the Kings Bay Impact Coordinating Committee. The award of grant funds specified in this contract shall be contingent upon an equal contribution of services and funds by Nassau County and the execution of an agreement with the Kings Bay Impact Coordinating Committee to provide for the funding of the balance of the required planning work.

(B) Recognizing that the purpose of this contract is to develop finished work products that will be used to update

and expand Nassau County's comprehensive plan, the Grantee agrees to use its best efforts to initiate action to adopt all funded work products as comprehensive plan amendments, and to submit such plan amendments to the Department for formal review, pursuant to §163.3187, F.S., no later than July 1, 1984.

IN WITNESS WHEREOF, the Department and the Grantee have executed this Agreement as of the date first above written.

ATTEST:

*J. Green*  
(Signature)

Nassau County  
(Grantee)

Ex - Officio Clerk  
(Name and Title)

BY: \_\_\_\_\_  
(Signature)

*Gene A. Blackwell*  
(Chairman of Commissioners)

WITNESS:

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY  
AFFAIRS

*Colleen Matthews*  
(Signature)

BY: *J. [Signature]*  
(Signature)  
Director  
Division of Local Resource  
Management

APPENDIX 'A'

WORK PROGRAM

The following element of the existing Comprehensive Plan will be specifically addressed in the update project as follows:

Conservation & Coastal Zone Elements

The update of the Conservation and Coastal Zone elements of the Comprehensive Plan shall provide for changes in the scope of this element as recommended by the Department of Community Affairs for amendment to the local Government Comprehensive Planning Act (Chapter 163, F.S.) in 1982. These recommended changes are outlined as follows:

The recommended changes provide for specific requirements related to the study, mapping, and analysis in the coastal zone area which is paralleled by the plan updates detailed study area (Amelia Island to Yulee). The proposed amendments provide for work in three classification areas within the coastal zone, all of which are represented in eastern Nassau County. They are:

- 1) Barrier & Shoreline Resource Areas;
- 2) Inlet & Estuarine Resource Areas; and
- 3) Upland Resource Areas

Separate plan criteria for each classification area have been developed in preliminary form. Many of these criteria are satisfied by activities in this scope within the other elements. Areas to be addressed specifically within this element include the following:

- Water quality impacts on coastal and estuarine resources
- Limitations for developments in high risk areas and environmentally sensitive areas
- Hazard mitigation and population evacuation
- Erosion problems, areas and possible solutions
- Flood hazards and flood hazard management
- The impact of dredge, fill and other water resource development activities on estuarine resources
- Conservation of the overall quality of the Coastal Zone
- Wildlife Management
- Balanced utilization and preservation of Coastal Zone resources
- The use of ecological planning principles
- Preparation and administration of development standards within the Coastal Zone

An Implementation Program with a special sensitivity to the local control of development in fragile ecosystems found in each of the three classification areas shall be included within this element.



APPENDIX 'B'

WORK PROGRAM SCHEDULE

Conservation and Coastal Zone Elements of this study must be completed prior to December 1, 1983, in order to satisfy contractual obligations between the Florida Department of Community Affairs and Nassau County.

LOCAL GOVERNMENT COMPREHENSIVE PLANNING  
ASSISTANCE PROGRAM

Progress Report

Name of Grantee: \_\_\_\_\_

This form has been developed to help monitor the progress of your planning program. Please have this form completed by the individual who is responsible for administering your grant. The form must be signed by the chief elected official and returned to the Department of Community Affairs by September 1, 1983. Once this form has been completed and returned to the Department, you will receive your next grant payment.

1. General Progress

- a. Is that portion of your planning program funded by the State grant funds underway?

Yes \_\_\_\_\_ No \_\_\_\_\_

If not, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Your contract with the Department of Community Affairs contains a work program (Appendix A) listing the planning work being undertaken with the grant. Appendix B of the contract contains a work schedule for those planning efforts. Is your planning work progressing according to this schedule?

Yes \_\_\_\_\_ No \_\_\_\_\_

If not, please identify the work elements that are behind schedule and explain problems and difficulties causing the lack of expected progress. Also, identify what steps are being taken to correct this situation. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. As of September 1, 1983, has the planning consultant or local staff performing the work pursuant to this grant made a presentation to your local planning agency or other local body?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give date(s): \_\_\_\_\_  
If not, when do you expect presentations to be made?  
\_\_\_\_\_

2. Finances and Accounting

- a. The program period for your grant runs from July 1, 1983, until December 1, 1983. As specified in your contract, appropriate expenses incurred regarding your work program (Appendix A) can be charged to your grant. With this in mind, indicate below the approximate percentage of grant funds actually expended thus far. \_\_\_\_\_

\_\_\_\_\_ percentage of grant funds actually expended thus far;  
\_\_\_\_\_ percentage of in-kind match expended thus far;  
\_\_\_\_\_ percentage of cash match expended thus far.

- b. Your contract describes specific responsibilities which your governing body has with respect to proper accounting of the grant. Adequate record-keeping should be established (see Section II. of your contract) to provide the necessary supporting documentaion for the audit. Indicate below if such financial procedures have been established.

Yes \_\_\_\_\_ No \_\_\_\_\_

If not, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. Identify the name and title of the person responsible for establishing the accounting system for the grant: \_\_\_\_\_

THIS PERSON MUST SIGN THE ATTACHED ASSURANCE STATEMENT.

- d. Section IV of your contract provides that all the activities performed under the contract must be completed no later than December 1, 1983. Do you foresee any problems in completing the work program in order to actually expend (not obligate) all of the grant funds as of December 1, 1983?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This form was completed by:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Chief Elected Official:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

LOCAL GOVERNMENT COMPREHENSIVE PLANNING ASSISTANCE PROGRAM

Financial Accounting Assurance Statement

I am the chief financial officer of \_\_\_\_\_  
(name of public body)  
and, in this capacity, I am responsible for maintaining financial records and providing financial services adequate to insure the establishment and maintenance of an accounting system for the \_\_\_\_\_,  
(name of public body), which is a public body.

The accounting system has internal controls adequate to safeguard the assets of such agency, check the accuracy and reliability of accounting data, promote operating efficiency, and encourage compliance with prescribed management policies of the agency.

\_\_\_\_\_  
Signature of Financial Officer

\_\_\_\_\_  
Name of Financial Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Public Body

LOCAL GOVERNMENT COMPREHENSIVE PLANNING  
ASSISTANCE PROGRAM

EVALUATION FORM

Name of Grantee: Nassau County

This form has been developed to provide each grant recipient the opportunity to describe the strengths and weaknesses of the Local Government Comprehensive Planning Assistance Program administered by the Department. The information provided by grantees will be used to evaluate the program's structure and operation. Please have this form completed by the individual who has been responsible for administering your grant. The form should be signed by the chief elected official and returned to the Department of Community Affairs by December 1, 1983.

1. For each subject area listed below, please check the response that best describes that aspect of the program and offer comments, criticisms and suggestions which you feel are appropriate:

a. Basic program approach

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

b. Award of grants and notification process

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

c. Grant conditions

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

d. Contracting and subcontracting procedures and requirements

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

e. Disbursement of funds

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

f. Progress report

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

g. Other areas (please specify) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Evaluate the impact of the grant on the efforts of your government to comply with the Local Government Comprehensive Planning Act of 1975.

Extremely Helpful \_\_\_\_\_ Somewhat Helpful \_\_\_\_\_ Not Helpful \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

This form was completed by:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(position or title)

\_\_\_\_\_  
(date)

Chief Elected Official:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Return Form To:

Mr. Dale R. Eacker, Community Assistance Administrator  
Florida Department of  
Community Affairs  
Bureau of Local Government Assistance  
2571 Executive Center Circle, East  
Tallahassee, Florida 32301

LOCAL GOVERNMENT COMPREHENSIVE PLANNING  
ASSISTANCE PROGRAM

Program Budget Status Report

Name of Grantee: Nassau County

This form has been developed to help monitor the expenditures of program grant funds. Please have this form completed by the individual who has been responsible for administering your grant. The form must be signed by the chief elected official and returned to the Department of Community Affairs by December 1, 1983.

	<u>Total Required by Contract</u>	<u>Amount Expended During Program Year* (July 1, 1983 - Dec. 1, 1983)</u>
State Grant	\$ _____	\$ _____
Local Contribution-Total	\$ _____	\$ _____
Cash	\$ _____	\$ _____
In-kind Services	\$ _____	\$ _____
Total Project Cost	\$ _____	\$ _____

\*Note: This figure should include the value of all work done during the program year whether or not payment for the work or services has actually been made by December 1, 1983. Therefore, if all of the work identified in the contract has been completed, the amount of the grant funds identified in this column should equal the amounts listed in the first column.

This Form Was Completed By:

\_\_\_\_\_

(name)

\_\_\_\_\_

(title)

\_\_\_\_\_

(date)

I hereby certify that the information given above accurately and adequately portrays the expenditure of grant funds pursuant to the program. I further certify that all planning work funded with the grant was completed on or before December 1, 1983.

Chief Elected Official:

\_\_\_\_\_

(signature)

\_\_\_\_\_

(date)

Local GOVERNMENT COMPREHENSIVE PLANNING ASSISTANCE PROGRAM  
AUDITOR'S REPORT FOR THE PROGRAM PERIOD JULY 1, 1983 TO DECEMBER 1, 1983

Nassau County, FLORIDA  
(Name of City/County)

Although the program year ends on December 1, 1983, the audit report should include the final payment that is received from DCA after December 1 and any expenses that were incurred during the program year but paid after December 1.

RESOURCES

State Grant Received	\$ _____
Local Contributions, if any	\$ _____
Total Resources	\$ _____

EXPENDITURES

Consultant Fee	\$ _____
Staff Salaries	\$ _____
Supplies	\$ _____
Printing Costs	\$ _____
Advertising Costs	\$ _____
Other Costs (please specify):	
_____	\$ _____
_____	\$ _____
Total Expenditures	\$ _____
<u>FUND BALANCE</u>	\$ _____

Continued



Certification

With the exception of municipalities having an annual budget under \$100,000, this form must be completed by an independent state licensed certified public accountant and must certify the following:

- |   | <u>Circle One</u> |    |
|---|-------------------|----|
|   | Yes               | No |
| 1. All contractual requirements were satisfied and all activities pertaining to this grant were completed.  |                   |    |
| a. All grant funds were expended on eligible activities.  | Yes               | No |
| b. All work funded by this grant was performed during the program period (July 1, 1983, to December 1, 1983, or by the date specified in an approved contract amendment).   | Yes               | No |
| c. All documents completed as part of this program bear the required legend (see Sec. VII of the Contract).   | Yes               | No |
| 2. If non-compliance was found in any of the above items a detailed explanation should be attached to this form. If any expenditures were found to be outside the scope of the grant program or contract, the dollar amount associated with the expenditure must be identified. |                   |    |

I hereby certify that the above information is true and correct to the best of my knowledge and that generally accepted auditing standards were used in my review.

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Firm) (Telephone)

\_\_\_\_\_  
(Address)

Return Form To:

Mr. Dale R. Eacker, Community Assistance Administrator  
Florida Department of Community Affairs  
Bureau of Local Government Assistance  
2571 Executive Center Circle, East  
Tallahassee, Florida 32301