

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

2571 EXECUTIVE CENTER CIRCLE, EAST • TALLAHASSEE, FLORIDA 32399

BOB MARTINEZ
Governor

THOMAS G. PELHAM
Secretary

April 4, 1987

Honorable Gene Blackwelder
Chairman
Nassau County Commission
Post Office Box 456
Fernandina Beach, FL 32034

Dear Chairman Blackwelder:

Enclosed is an original executed contract between the Department of Community Affairs and your local government which covers the funding you will receive under the Local Government Planning Assistance Program during the current fiscal year. The Department has authorized the release of the initial 30 percent of your special project funding, and you should receive your first check within four weeks.

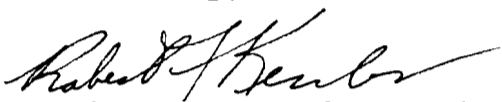
Please note that by March 31, 1987, the following items will be due: (1) financial report (enclosed form RPM/LRP(2/86)); (2) progress report; and (3) copies of work product drafts as specified in your contract. The Department may authorize the release of the 40 percent of your contract funds only after receiving the above items.

The following items must be received by September 30, 1987, for the release of the remaining 30 percent of your contract funds under this contract: (1) financial report; and (2) copies of the completed work products. It is very important that these final reports be received by September 30, 1987.

If you intend to subcontract the work authorized by this program, please note Section IX, page 3, of this contract. Your contract with the subcontractor must bind the subcontractor by the terms and conditions of this contract with the Department and must include the hold harmless clause referenced in Subsection IX (B). Additionally, you must send the Department a copy of the executed subcontract within 10 days after execution.

Please contact Meredith Wheeler, (904) 487-4545 with any further questions on the funding program.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert F. Kessler".

Robert F. Kessler, Chief
Bureau of Local Resource
Planning

RFK/mwm

Enclosure

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL GOVERNMENT COMPREHENSIVE PLANNING ASSISTANCE
PROGRAM CONTRACT
(RESERVE FUNDS - SPECIAL PROJECT)

This contract is entered into between the State of Florida, Department of Community Affairs, hereinafter referred to as the "Department", Nassau County, hereinafter referred to as the "County", and Fernandina Beach, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the Department, in furtherance of its duties under Chapter 163, Part II, Florida Statutes, and Chapter 86-167, Laws of Florida, has determined that the County and City are eligible to receive funds under the Local Government Comprehensive Planning Assistance Program, hereinafter referred to as the "Program".

WHEREAS, the County and City application meets the requirements of Rule 9J-16.003(2)(a), Florida Administrative Code and has been approved for funding by the Department; and

WHEREAS, Nassau County, a political subdivision of the State of Florida duly organized and existing under the laws of the State of Florida and City of Fernandina Beach, an individual municipal corporation, agree that there are mutual concerns related to Amelia Island, a barrier island which is in both jurisdictions; and

WHEREAS, the City is desirous of the County administering the contract with the Department; and

WHEREAS, the County has agreed to complete this special project to assist both the County and City meet the requirements of Chapter 163, Part II, Florida Statutes and the applicable administrative codes;

NOW THEREFORE, THE DEPARTMENT, CITY AND THE COUNTY DO MUTUALLY AGREE AS FOLLOWS:

I. Covenant for Services

The Department does hereby contract with the County to perform the services described herein and the County and City do hereby agree to perform such services under the terms and conditions set forth in this contract.

II. Availability of Funds

Payment of these state funds pursuant to this contract are subject to and conditioned upon the total release of authorized appropriations from the Local Government Comprehensive Planning Assistance Program provided by Chapter 86-167, Laws of Florida.

III. Definition, Scope and Quality of Service

(A) Intent of the Contract

- (1) The County agrees, under the terms and conditions of this contract and the applicable state and local laws and regulations, to undertake, perform, and complete a portion of the necessary technical services required to update and revise the comprehensive plan elements for Nassau

County and Fernandina Beach and to prepare a portion of the comprehensive plan revisions as necessary to bring such required elements into compliance with Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code. Acceptance of the final product by the Department is not to be construed as a compliance review required by Chapter 163, Part II, F.S.

(B) Scope of Services, Schedule of Deliverables.

(1) Attachment A, Scope of Services/Schedule of Deliverables, is hereto incorporated by reference.

(2) Services provided under this contract shall be in connection with the total area under the jurisdiction of Nassau County and Fernandina Beach.

IV. Consideration

(A) Amount of Consideration

(1) As consideration for work rendered under this contract, the Department agrees to pay a fixed fee up to \$10,000. Payment will be based on the payment schedule contained in Article V of this contract.

(2) Payment under this contract will be made to the County and sent to the Clerk of Circuit Court, the chief financial officer of Nassau County.

(B) Use of Funds

(1) Funds may be used for salaries and expenses of local government staff members or subcontractors involved in preparing a portion of the required comprehensive plan revisions pursuant to an approved scope of services and work completion schedule.

(2) Travel expenses incurred by the County and City in fulfillment of this contract shall be in accordance with the provisions of Section 112.061, Florida Statutes.

(3) Funds may not be used for the purchase of equipment or other capital items.

V. Method of Payment

(A) The Department shall advance thirty (30) per centum of the funds after execution of this contract by the County, City and the Department.

(B) The Department shall pay forty (40) per centum of the funds after receipt and approval of the progress report, financial report, and copies of drafts or completed work products, due March 31, 1987. Prior to payment to the County, the Department must receive a statement from the City to inform the Department that the work products were reviewed and approved prior to submittal. Charles L. Albert, Jr. Mayor of Fernandina Beach is authorized to submit this statement on behalf of the City.

(C) The Department shall pay the final thirty (30) per centum of the funds after receipt of the work products produced under this contract, and the final financial report due September 30, 1987. Prior to the final payment, a statement as outlined in (B) above must be submitted by the City.

(D) All financial reports shall be submitted in detail sufficient for a proper pre- and post-audit thereof.

VI. Required Reports and Records

(A) The County shall provide to the Department:

- (1) a financial report, on report forms provided by the Department, a progress report on the planning program, and copies of drafts or completed work products due March 31, 1987. Copies of Form No. RPM/LRP (2/86), entitled Financial Report, may be obtained from the Department;
- (2) a contract closeout report consisting of a financial report and a copy of each work product produced under this program shall be received by the Department no later than September 30, 1987, unless the County received an extension pursuant to Rule 9J-16.005(7), Florida Administrative Code.

(B) 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 shall withhold further payments until they are completed. The Department may terminate the contract with the County and City if reports are not received within ten (10) days after notice. "Acceptable to the Department" means that the work product was completed in accordance with professional planning principles and is consistent with the scope of services.

VII. Audit Requirements

(A) The County agrees to maintain adequate financial procedures and adequate support documents to account for the expenditure of funds under this contract.

(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 County 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 contract.

(D) The County shall include an accounting of these funds in the local audit prepared by the County for the 1986-87 and 1987-88 fiscal years.

(E) In the event the audit show that a part or the entire fund was not spent in accordance with Chapter 9J-16, Florida Administrative Code, and the conditions of this contract, the County shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and contract provisions within thirty (30) days after the Department has notified the County of such noncompliance.

(F) The County shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report, or if an audit has been initiated and audit findings have not been resolved at the end of three years, the records shall be retained until resolution of the audit findings.

VIII. Public Records

The County shall allow public access to all documents, reports, papers, letters or other material, subject to the

provision of Chapter 119, Florida Statutes, prepared or received by the County in conjunction with this contract. It is expressly understood that upon receipt of substantial evidence of the County's refusal to comply with this provision, the Department will have the right to terminate this contract for breach.

IX. Subcontracts

(A) If the County subcontracts any or all of the work required under this contract, the County agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this contract with the Department.

(B) The County agrees to include in the subcontract that the subcontractor shall hold the Department and County harmless against all claims of whatever nature by the subcontractor arising out of the performance of work under this Contract.

(C) If the County subcontracts, a copy of the executed subcontract must be forwarded to the Department and the City within 10 days after execution.

X. Liability

The County shall be solely responsible to parties with whom it shall deal in carrying out the terms of this contract and shall hold the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under the Contract.

XI. Contract Term

(A) This contract is effective March 1, 1987. No cost may be attributed to this contract prior to that date.

(B) All activities performed pursuant to this program shall be completed on or before September 30, 1987 unless the County and City have received an extension pursuant to Rule 9J-16.005(7), Florida Administrative Code.

XII. Modification of Contract

Either party may request modification of the provisions of this contract. Changes which are mutually agreed upon shall be made by written correspondence from the Department and shall be incorporated as part of this contract.

XIII. Identification of Documents

The cover page or title page of all reports, maps and other documents completed as a part of this contract shall acknowledge:

"Preparation of this (Map or Document) was aided through financial assistance received from the State of Florida under the Local Government Comprehensive Planning Assistance Program authorized by Chapter 86-167, Laws of Florida and administered by the Florida Department of Community Affairs."

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

XIV. Termination

(A) This contract may be terminated by the written mutual consent of the parties.

(B) If the County and City shall fail to fulfill in a timely and proper manner its obligations under this contract, the Department shall have the right, without liability, to terminate this contract within ten (10) days after giving written notice to the County and the City. The Department may also require a pro rata repayment for funds paid to a County who breaches any part of this contract.

(C) Notwithstanding the above, the County shall not be relieved of liability to the Department by virtue of any breach of contract by the County. The Department may withhold any payments to the County for purpose of set-off until such time as the exact amount of damages due the Department from the County is determined.

XV. Notice and Contact

(A) The contract manager for this contract is Meredith Wheeler, Bureau of Local Resource Planning, Technical Assistance Section.

(B) The Representative of the County responsible for the administration of this contract is Loyal-Douglas-Jones, Director-of-Planning, T.J. "Jerry" Greeson, Ex-Officio Clerk

MMV 3/24/87
JL
JR

(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 other party and said notification attached to the original of this contract.

XVI. Terms and Conditions

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

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

NASSAU COUNTY:

BY: Gene R. Blackwelder

Name and Title Gene R. Blackwelder, Chairman

Date 3/17/87

Witness [Signature]

CITY OF FERNANDINA BEACH

BY: Charles L. Albert, Jr.

Name and Title Charles L. Albert, Jr., Mayor

Date March 17, 1987

Witness Vicki P. Dingate

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

James G. [Signature]

Name and Title _____

*Acting Director, Division of Resource
Planning & Management*

Date _____

3-25-87

Attachment A

SCOPE OF SERVICES/SCHEDULE OF DELIVERABLES (RESERVE FUNDS)

- a. Scope of Services - describe, in outline form, the work that is to be completed during this contract period. (If applying for bonus funds, explain how additional funds will be utilized)

Fernandina Beach is located on the northern half of the Amelia Island, while the remainder of the island is unincorporated. The island has many natural resources including beaches, dunes which are threatened by erosion problems, coastal hammock, estuaries and marshes including the St. Johns River/Nassau River Aquatic Preserve for which a management plan was recently adopted by the State Cabinet, a naturally deep area in the Amelia River suitable for ocean-going vessels, the Fort Clinch State Park and a park area on the southern tip of the island.

The City and County will address these growth problems through a joint study which will demand extensive intergovernmental coordination for the development of mutual goals, objectives, standards, and implementation mechanisms to meet the requirements of the Growth Management legislation and Rule 9J-5, F.A.C.

1. Public Participation Procedures
Development of a public participation procedures and program to comply with the requirements of Rule 9J-5.004, FAC and which will involve representation from the City and County.
2. The identification of specific problems and needs within the Coastal Management element which would benefit from improved or additional intergovernmental coordination and means for resolving these problems and needs. Goals and objectives for the Coastal Management element will be specifically addressed, as follows:
 - 9J-5.012 (3)(b)9.
 - 9J-5.012 (3)(c)4.
 - 9J-5.012 (3)(c)7.
 - 9J-5.012 (3)(c)9.

- b. Identify sections of Chapter 163, Part II, F.S., and Chapter 9J-5, FAC, that will be satisfied by each work item listed above.

9J-5.004, FAC

9J-5.012 (3)(b)9., (3)(c)4., 7., and 9., FAC

- c. Schedule of Deliverables - identify the work products that will be submitted by March 31, 1987 and by the September 30, 1987 closeout.

March 31:

- (1) financial report
- (2) progress report
- (3) Public Participation Procedures

September 30:

- (1) closeout financial report
- (2) Goal statements and objectives for sections of the Coastal Management Plan including identification of specific problems and needs as identified in a. 2. & b. of this Scope of Services.

ii.

DCA Staff Only:

Approved by _____

Date: _____

Due on the _____ day of the month following the report period.

FINANCIAL REPORT

LOCAL GOVERNMENT COMPREHENSIVE PLANNING ASSISTANCE PROGRAM

Local Government Name: _____

Contract No. _____

Address: _____

Report for the period ending: _____

CATEGORIES	DISBURSEMENTS	TOTAL DISBURSEMENTS TO DATE (A)
	CURRENT PERIOD	
SALARIES		
CONSULTANT FEES		
EXPENSES		
TRAVEL		
OVERHEAD		
OTHER (SPECIFY)		
TOTALS		

CASH POSITION

Cash Advanced --(B)-----\$ _____

Cash Reimbursement: (C)

Date Received	Amount

Total Cash Reimbursements --(Column C)-----\$ _____

Total Cash Received --(Column B & C)-----\$ _____

Total Cash Disbursed to Date (Column A Above)-----\$ _____

Cash Balance as of _____ (Date) -----\$ _____

Amount of Warrant to be issued -----\$ _____

Authorized Signature

Title

Date