

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
RURAL COMMUNITIES SUPPLEMENTAL PLANNING ASSISTANCE GRANT  
PROGRAM CONTRACT

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

WITNESSETH

WHEREAS, the Department, in furtherance of its duties under Chapter 163, Part II, Florida Statutes, and Chapter 91-113, Laws of Florida, has determined that the Recipient is eligible to receive funds under the Rural Communities Supplemental Planning Assistance Grant Program, hereinafter referred to as the "Program".

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

I. Covenant for Services

The Department does hereby contract with the Recipient to perform the services described herein and the Recipient does 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 Rural Communities Supplemental Planning Assistance Grant Program provided by Chapter 91-113, Laws of Florida. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature.

III. Definition, Scope and Quality of Service

(A) Intent of the Contract

The Recipient agrees, under the terms and conditions of this contract and the applicable state and local laws and regulations, to undertake, perform, and complete all or a portion of the necessary technical services required to prepare or revise comprehensive plan elements and land development regulations required by Section 163.3202, Florida Statutes. Neither the Department's entering into this agreement nor its acceptance of the Recipient's work products shall be construed as a determination by the Department that the local government has met any of the requirements of Chapter 163, Florida Statutes, or any provisions of the Florida Administrative Code.

(B) Scope of Services.

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

(2) Except in areas where the Recipient is a charter county with overall planning responsibilities or has documented planning requirements through a joint agreement, services provided under this contract shall be in connection with the total area under the Recipient's jurisdiction.

IV. Consideration

(A) Amount of Consideration

As consideration for work rendered under this contract, the Department agrees to pay a fixed fee up to \$21,372. Payment will be made in accordance with Article V of this contract.

(B) Use of Funds

- (1) Funds may be used for salaries and expenses of local government staff members or subcontractors involved in preparing all or a portion of the comprehensive plan elements or land development regulations pursuant to an approved scope of services.
- (2) Travel expenses incurred by the Recipient 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, fixtures, or other tangible property of a nonconsumable and nonexpendable nature with an expected useful life which exceeds the duration of this contract.
- (4) These funds may not be used for the purpose of lobbying the Florida Legislature or a state agency.

V. Method of Payment

- (A) The Department has approved the advance requested and justified in the application. Twenty-five (25) per centum shall be paid to the Recipient after execution of this contract by the Recipient and the Department.
- (B) The Department shall pay the final seventy-five (75) per centum of the funds following receipt, review and acceptance of the work products due October 1, 1992.

VI. Required Reports and Records

- (A) The Recipient shall provide to the Department a contract closeout report consisting of a copy of each work product produced under this program. The report shall be received by the Department no later than October 1, 1992.
- (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 this contract if reports are not received within ten (10) days after notice by the Department.  
"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 Recipient 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 Recipient shall provide the Department with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550, Rules of the Auditor General, and OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this contract.
- (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 contract and grant revenue by sponsoring agency and contract number.
  - (3) The complete financial audit report, including all items specified in items VII(C)(1) and (2) above, shall be sent directly to:  

Department of Community Affairs  
Office of Audit Services  
2740 Centerview Drive  
Tallahassee, Florida 32399-2100
- (D) The Recipient shall include an accounting of these funds in the annual financial audit report prepared by the Recipient for the 1991-92 and 1992-93 fiscal years.
- (E) In the event the audit shows that the entire fund, or portion thereof, was not spent in accordance with the conditions of this contract the Recipient 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 Recipient of such noncompliance.
- (F) The Recipient 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. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.
- (G) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

#### VIII. Public Records

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to 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 Recipient in conjunction with this contract.

#### IX. Subcontracts

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

- (B) The Recipient agrees to include in the subcontract that 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 contract, to the extent allowed and required by law.
- (C) If the Recipient subcontracts, a copy of the executed subcontract must be forwarded to the Department within 10 days after execution.

#### X. Liability

The Recipient hereby agrees to hold harmless the Department, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this contract arising out of, or due to any act, occurrence, or omission of the Recipient, its subcontractors or agents, if any, that is related to the Recipient's performance under this contract.

#### XI. Contract Term

The contract shall commence on the last date of signing by the parties involved, and will terminate on November 30, 1992.

#### 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 Rural Communities Supplemental Planning Assistance Grant Program authorized by Chapter 91-113, 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 Recipient community 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 Recipient 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 Recipient of such termination. The Department may also require a pro rata repayment for funds paid to a Recipient who breaches any part of this contract.
- (C) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of contract by the Recipient. The Department may 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.

#### XV. Notice and Contact

- (A) The contract manager for this contract is Bob Collins, Bureau of Local Planning, Grants and Publications Section.

- (B) The Representative of the Recipient responsible for the administration of this contract is L. Douglas Jones, Planning & Zoning Director.
- (C) In the event that different representatives are designated by either party after execution of this contract, notice of the name, title 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.

RECIPIENT:

BY: 

Name and Title Thomas D. Branen, Jr., Chairman, Board of County Commissioners

Date January 13, 1992

Witness 

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title Robert Pennock, Chief

Date 2-21-92

## ATTACHMENT A

A. SCOPE OF SERVICES - Describe, in outline form, the work products that will be completed during this contract period using only the allocated funding. Identify, in the column to the right, the specific sections of Chapter 163, Part II, Florida Statutes, that will be completed by each work item listed.

WORK PRODUCTS	SECTION OF CHAPTER 163, F.S.
1. Revised Recreation and Open Space Element which more accurately reflects the criteria for determining the recreation and open space impact fee	1. s.163.3177(6)(e), F.S.
2. Amendments to the Capital Improvements Element of the Comprehensive Plan to bring the five year schedule of improvements into agreement with the County's fiscal year 1991-92 budget	2. s.163.3177(3)(a), F.S.
3. Spreadsheet which displays the results of a database program (developed with these grant funds) which will measure infrastructure availability for recreation and open space	3. s.163.3202(2)(g), F.S.

ALL WORK PRODUCTS WILL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 163, PART II, F.S., AS REFERENCED ABOVE.