

**STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
EVALUATION AND APPRAISAL REPORT  
ASSISTANCE 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, in accordance with Chapter 163, Part II, F. S., and Chapter 9J-5, Florida Administrative Code (F.A.C.), each local government within the State of Florida is required to prepare and submit for Department review an Evaluation and Appraisal Report to assess and evaluate the success or failure of the local government's comprehensive plan; and

WHEREAS, the Department, in furtherance of its duties under Chapter 163, Part II, F. S., has determined that the Recipient is a local government eligible to receive funds under the Local Government Evaluation and Appraisal Report Assistance Program, hereinafter referred to as the "Program;" and

WHEREAS, pursuant to the 1996-1997 General Appropriations Act, Line Item 1075, the Legislature has appropriated \$1,041,106 to fund implementation of the Local Government Evaluation and Appraisal Report Assistance Program;

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

**I. Covenant for Services**

The Department does hereby contract with the Recipient for the performance of 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 the funds appropriated to implement the Local Government Evaluation and Appraisal Report Assistance Program. 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 the specified work products outlined in section III below, Scope of Services. The Recipient further agrees that 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 satisfactorily met the requirements of Chapter 163, Part II, F. S., or Chapter 9J-5, F.A.C. The Recipient further agrees that nothing herein shall be construed by the Recipient as a waiver by the Department of its responsibility to conduct a sufficiency review, or its authority to make a sufficiency determination, for the Recipient's adopted Evaluation and Appraisal Report.

The Department recognizes that the funding received by the Recipient under the Program constitutes only a partial funding of the actual costs associated with the development, completion, and adoption of the Evaluation and Appraisal Report, and that the work products being contracted for constitutes only a portion of the requirements necessary for completion of the Recipient's Evaluation and Appraisal Report. The Department and the Recipient agree that the work products funded under this contract must be completed as specified herein in order for the Recipient to successfully complete its Evaluation and Appraisal Report, and that these work products are being funded to achieve that end.

#### (B) Scope of Services.

(1) Services provided under this contract shall be in connection with the total area under the Recipient's planning jurisdiction.

(2) In accordance with §163.3191, F.S., and Rule 9J-5.0053, F.A.C., each Recipient shall provide appropriate documentation, including, but not limited to, data, statements, reports, analyses, maps, and work products, that address, at a minimum, the following:

(a) The condition of each comprehensive plan element at the time of plan adoption, including summaries of the data and analysis from each element of the existing plan at the time of adoption;

(b) The condition of each comprehensive plan element as of the date of submittal of the work products required under this contract;

(c) An updated, current "existing" land use map and table of existing land uses as of the date of submittal of the work products required under this contract;

(3) A description of the public participation process to be used in preparation of the local government's Evaluation and Appraisal Report.

(4) A detailed workplan that the Recipient will follow in completing the Scope of Services required by this contract.

#### **IV. Consideration**

(A) Amount of Consideration

As consideration for work rendered under this contract, the Department agrees to pay a fixed fee up to \$ 14,069. 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 required work products specified in section III(B), Scope of Services, of this contract.

(2) Travel expenses incurred by the Recipient in fulfillment of this contract shall be in accordance with the provisions of Section 112.061, F.S.

(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 shall pay approximately twenty-five (25) percent (\$ 3,518) to the Recipient following execution of this contract and the Department's receipt, review, and acceptance of the workplan that satisfactorily completes the requirements specified in Section III, above, and this section. An acceptable workplan will, at a minimum, address:

(1) The criteria specified in the Scope of Services, and contain appropriate and relevant documentation, including, but not limited to, data, statements, reports, analyses, maps, and work products, relating to those issues delineated in Section 163.3191(2) and (3), F.S., and Rule 9J-5.0053, F.A.C. The workplan will also include, but not limited to, the following:

(a) The individual(s) who will be responsible for developing each component of the work plan, including any subcontractors;

(b) Estimated date of completion of each component of the workplan;

(c) Problems or obstacles the Recipient anticipates developing each component, and the means the Recipient will use to resolve these problems or obstacles.

(2) A copy of any subcontract for any or all of the work required by this contract and entered into by the Recipient will be submitted to the Department as an attachment to the workplan listed above. Absent a copy of the actual signed agreement for any work under this document that the Recipient subcontracts to be performed will be deemed unacceptable to, and uncompensable by, the Department.

(B) The Department shall pay the final seventy-five (75) percent of the funds (\$10,551) following receipt, review and acceptance of the remaining work products specified in Section III, Scope of Services, above.

(C) The Department shall pay the amounts indicated in this agreement after receipt of the work products under this contract are deemed by the Department to be acceptable. "Acceptable to the Department" means that the work product was completed in accordance with professional planning principles, and is consistent with the requirements of this contract. **The Recipient acknowledges and agrees that payment under this agreement is contingent upon Recipient providing the Department, on or before August 15, 1997, with all of the requisite work products in final form, acceptance of the final work products by the Department, and the Recipient's contract closeout report, as specified below.**

## 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 must be received by the Department no later than August 15, 1997.**

(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.

## 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, F.S., 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 section VII(C)(1) and (2) above, shall be sent directly to:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
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 1995-96 and 1996-97 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, F.S., 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 specific language to inform the subcontractor that the subcontract is bound by the terms and conditions of this contract between the Recipient and 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 enters into a subcontract, a copy of the executed subcontract must be forwarded to the Department as a portion of the workplan required under section V(A) of this agreement.

(D) Any work products produced under the terms of a subcontract entered into by the Recipient must meet the full terms and conditions, including timeframes, of this agreement between the Recipient and the Department in order for the Recipient to receive payment from the Department.

### **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 August 15, 1997. **The Recipient will receive no compensation for work received by the Department after this date.**

#### **XII. Modification of Contract**

Either party may request modification of the provisions of this contract with the exception that no extensions will be permitted. **The General Revenue funding source cannot be extended beyond the original timeframes of this agreement.** Other 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 Evaluation and Appraisal Report Assistance Program authorized by Chapter 93-206, 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:

Cherie Trainor  
Division of Resource Planning and Management  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(B) The representative of the Recipient (not a consultant), responsible for the administration of this contract is:

Walter D. Gossett  
County Coordinator  
P. O. Drawer 1010  
Fernandina Beach, FL 32035  
(904) 321-5782

(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.

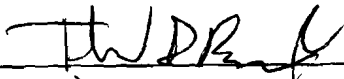


**XVI. Terms and Conditions**

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

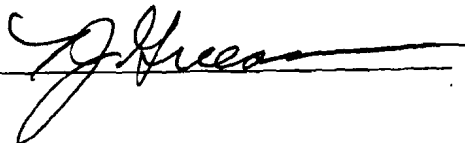
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:


BY:   
(Signature)

Name: Thomas D. Branan, Jr.  
(Please type or print)

Vice-Chairman  
Title: Board of County Commissioners, Nassau County  
(Please type or print)

Date: 8/12/96 Witness 

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name: Charles G. Pattison

Title: Director, Division of Resource Planning and Management

Date: 9-11-96 Witness 

M E M O R A N D U M

TO: Cherie Trainor, Planner IV  
Department of Community Affairs

FROM: \_\_\_\_\_  
Local Government

RE: Request for Payment  
Contract Number: 97-DR-1C-\_\_-\_\_-\_\_-\_\_

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I hereby request the initial 25 percent (\$3,518) payment from the Department of Community Affairs under the Evaluation and Appraisal Report Assistance Program for the acceptance of the workplan by the Department that satisfactorily completes the requirements specified in Section V of this contract.

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

EVALUATION AND APPRAISAL REPORT WORKPLAN FOR

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(LOCAL GOVERNMENT)

I. CONDITION OF EACH ELEMENT AT TIME OF PLAN ADOPTION (required by DCA contract paragraph III.[B] [2] [a])

A. WORK TASK AND PRODUCT

The support components for each of the adopted plan elements of the comprehensive plan will be reviewed for the most pertinent data and analyses reflective of existing conditions at that time. Summaries of these most pertinent data and analyses for each element will be prepared and be presented using maps, tables and narrative text, as appropriate, from support components of each adopted element.

B. DATE OF COMPLETION

\_\_\_\_\_ (no later than August 15, 1997)

C. INDIVIDUAL RESPONSIBLE FOR PREPARING WORK PRODUCT

\_\_\_\_\_ (Local Government person)

**OR**

\_\_\_\_\_ (Subcontractor/authorized person)

\_\_\_\_\_ (Subcontract Firm)

D. ANTICIPATED PROBLEMS AND OBSTACLES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. CONDITION OF EACH PLAN ELEMENT AS OF DATE OF SUBMITTAL OF WORK PRODUCTS (required by DCA contract paragraph III.[B] [2] [b])

A. WORK TASK AND PRODUCT

Relevant background data and analyses for each element will be reviewed and updated for significant changes and trends that have occurred between the time of plan adoption and the work product submittal date. For example, one component of all service and facility elements will involve preparing updated

capacity/demand analyses from conditions as described in the adopted plan to current conditions. The update of each element to reflect current conditions will depend on the breadth and depth of the data and analysis requirements set forth in Rule 9J-5, F.A.C. Work products will consist of a series of narrative text, tables and maps, as appropriate, to document current conditions fundamental to each element.

B. DATE OF COMPLETION

\_\_\_\_\_ (no later than August 15, 1997)

C. INDIVIDUAL RESPONSIBLE FOR PREPARING WORK PRODUCT

\_\_\_\_\_ (Local Government person)

OR

\_\_\_\_\_ (Subcontractor/authorized person)

\_\_\_\_\_ (Subcontract Firm)

D. ANTICIPATED PROBLEMS AND OBSTACLES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. UPDATED EXISTING LAND USE DATA AND MAP (required by DCA contract paragraph III.[B] [2] [c])

A. WORK TASK AND PRODUCT

Existing land use tabulations by land use category and subcategory which reflects conditions as of the work product submittal date will be prepared. The approximate acreage shall be provided for the gross land area in each existing land use category. Work products will consist of a map, or map series (at an appropriate scale) and tables of existing land use by land use category and subcategory. A comparison between the existing land use map in the adopted plan and the updated existing land use map will be provided.

B. DATE OF COMPLETION

\_\_\_\_\_ (no later than August 15, 1997)

C. INDIVIDUAL RESPONSIBLE FOR PREPARING WORK PRODUCT

\_\_\_\_\_ (Local Government person)

**OR**

\_\_\_\_\_ (Subcontractor/authorized person)

\_\_\_\_\_ (Subcontract Firm)

D. ANTICIPATED PROBLEMS AND OBSTACLES

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IV. PUBLIC PARTICIPATION (required by DCA contract paragraph III.[B] [3])

A. WORK TASK AND PRODUCT

At a minimum, the public participation process will be consistent with the process adopted as part of the original comprehensive plan.

The work product under this contract will be a summary of public participation activities completed between the contract execution date and August 15, 1997.

B. DATE OF COMPLETION

\_\_\_\_\_ (no later than August 15, 1997)

C. INDIVIDUAL RESPONSIBLE FOR COORDINATING WORKSHOPS

\_\_\_\_\_ (Local Government person)

**OR**

\_\_\_\_\_ (Subcontractor/authorized person)

\_\_\_\_\_ (Subcontract Firm)

D. ANTICIPATED PROBLEMS AND OBSTACLES

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NOTE:

- We understand that the work products prepared for this contract constitutes only a portion of the requirements necessary for the completion of the EAR.
  
- We understand that the due date for the completion of the work products under this contract does not constitute the submittal of an early EAR. Our adopted EAR will be submitted on \_\_\_\_\_.