

AGREEMENT FOR
NASSAU COUNTY, FLORIDA
VISIONING PLAN

THIS AGREEMENT entered into this 25th day of June,
2007
~~2006~~, by and between the **BOARD OF COUNTY COMMISSIONERS OF**
NASSAU COUNTY, FLORIDA, a political subdivision of the State
of Florida, (hereinafter referred to as "COUNTY") and **MGT OF**
AMERICA, INC., hereinafter referred to as "MGT"), a Florida
Corporation authorized to do business in the State of Florida,
located at 2123 Centre Pointe Boulevard, Tallahassee, Florida
32308-4930.

The COUNTY and MGT in consideration of the mutual
promises hereinafter set forth, agree as set forth below:

ARTICLE 1 - GENERAL

1.1 Standard of Care

MGT shall perform for or furnish to the COUNTY
professional consulting services in all phases of the Project
to which this Agreement applies as hereinafter provided. MGT
may employ such Consultants as MGT deems necessary to assist
in the performance or furnishing of professional services
hereunder. MGT shall assure the COUNTY that any consultant
utilized shall have the requisite standard experience to
perform the work.

Any individual or firm who offers professional services
to MGT, so as to assist providing and performing the

professional services, work and materials for which MGT is contractually obligated, is responsible and liable to provide and perform under the terms of this Agreement. The COUNTY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any Agreement entered into by MGT and any and all sub-consultants.

1.2 Ability and Expertise to Perform

MGT acknowledges that COUNTY has relied on its representation that it has the professional ability and staff to perform the work required.

ARTICLE 2 - BASIC SERVICES OF MGT

Basic Services means the professional consulting services to be performed for or furnished to the COUNTY by MGT as listed in Attachment "A" of this Agreement.

ARTICLE 3 - ADDITIONAL SERVICES

All modifications or additions to the Basic Services and project deliverables as defined in Attachment "A" will require prior written approval of the COUNTY or its designee. Additional Services fee and/or schedule modifications, if approved, will be made part of this Agreement through issuance of a written Supplemental Agreement executed with the same formalities as the Original Agreement.

ARTICLE 4 - TERM OF AGREEMENT / TIME OF PERFORMANCE

The term of this Agreement from the date of execution by the COUNTY through August 31, 2008. The term of this Agreement may be extended when consented to in writing by both parties.

Prior to beginning the performance of any basic professional services under this Agreement, MGT must receive a written Notice to Proceed from the COUNTY.

The term of this Agreement is through August 31, 2008 but may be automatically extended until at such time as the final report is accepted by the COUNTY.

ARTICLE 5 - CONFORMANCE WITH PROPOSAL

MGT hereby agrees that it will perform all professional work associated with the Nassau County Visioning Plan in accordance with Attachment "A" and the proposal made by MGT, appended hereto as Attachment "B" and made a part hereof as if fully set forth herein. In case of a conflict, Attachment "A" will prevail to the extent of such conflict.

ARTICLE 6 - COUNTY OR ITS DESIGNEE'S RESPONSIBILITIES

Except as otherwise provided in Attachment "A", the COUNTY shall accomplish the following in a timely manner so as not to delay the services of MGT and the COUNTY shall bear all costs incidental to compliance with the requirements of this Section:

- A.** Designate in writing a person to act as the COUNTY's representative with respect to the services to be performed or furnished by MGT under this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define the COUNTY's policies and decisions with respect to MGT's services for the Project.
- B.** Assist MGT by placing at MGT's disposal all available and pertinent reports, data, and other information needed by MGT to carry out the services to be provided under this Agreement.
- C.** Give written notice to MGT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MGT's services, or any defect or nonconformance in MGT's services or in the work of MGT. Nonetheless, COUNTY does not have a duty to search and find defects or nonconformance in MGT's services, except as required in Attachment "A".

ARTICLE 7 - PAYMENTS TO MGT

7.1 Methods of Payment for Services and Expenses

- 7.1.1** Basic Services: The COUNTY shall pay MGT for Basic Services rendered in accordance with this Agreement a fee not to exceed One hundred and fifty

one thousand and five hundred and fourteen dollars (\$151,514). Services, deliverables and deadlines are broken down into task which are outlined in Attachment "A" to this Agreement. Nassau County will pay MGT at satisfactory completion of each task, subject to Board of County Commissioners approval, based as follows:

Task 1	\$ 12,648.27
Task 2	\$ 7,842.27
Task 3	\$ 17,224.77
Task 4	\$ 28,866.27
Task 5	\$ 40,296.27
Task 6	\$ 12,009.26
Task 7	\$ 11,032.76
Task 8	\$ 6,442.73
Final - Retainage	\$ 15,151.40
TOTAL:	\$151,514.00

The dollar amounts represented for each billing task are inclusive of all costs associated with travel, expenses and reproduction costs. Invoicing for task will occur based on completion of all the work for that task. As an exception, invoicing for Task 5 (Public Involvement) and Task 6 (Reporting) can be

submitted for the percentage of completion during another billing cycle.

7.1.2 Additional Services: The COUNTY shall pay MGT for Additional Services as required in writing by the COUNTY, rendered herein and in accordance with Article 3 of this Agreement.

7.2 PAYMENTS

7.2.1 Prompt Payment Act: Payments shall be made within forty five (45) days of receipt of Contractor's invoice, and shall be paid pursuant to Florida Statutes 218.74, the Florida Prompt Payment Act. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and inspected and approved by the Project Manager, Walter Fufidio, Planning Director, Growth Management.

ARTICLE 8 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by MGT shall act as the execution of a truth-in-negotiation certificate certifying that the amount used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement.

ARTICLE 9 - TERMINATION

If this Contract is terminated, either for convenience or for cause, Nassau County shall pay MGT of America, Inc. the

amount due for any services provided up to the notice of termination.

After receipt of a Termination Notice and, except as otherwise directed by the COUNTY, MGT shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

ARTICLE 10 - PERSONNEL

MGT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by MGT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and Local law to perform such services.

MGT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 11 - INDEPENDENT CONTRACTOR RELATIONSHIP

MGT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to MGT's sole direction, supervision, and control.

MGT shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects MGT's relationship and the relationship of its employees to the COUNTY, shall be that of an Independent Contractor and not as employees or agents of the COUNTY. MGT does not have the power or authority to bind the COUNTY in any promise, Agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 12 - MODIFICATIONS TO SCOPE OF WORK/CHANGE ORDERS

As applicable to the work performed by MGT during the contract term, the COUNTY may at any time, by written order, make changes within the general scope of the Contract and work and service to be performed.

ARTICLE 13 - INSURANCE

MGT shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph, and such insurance has been approved by the COUNTY.

A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. MGT shall furnish Certificates of Insurance naming the COUNTY as the additional insured and sent to the COUNTY prior to the commencement of operations. The Certificates shall clearly indicate that MGT has obtained insurance of the type, amount, and classification as required for strict compliance with this Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve MGT of its liability and obligations under this Agreement.

B. MGT shall maintain, during the term of this Agreement, standard Professional Liability Insurance in the Amount of \$1,000,000.00 per occurrence.

C. MGT shall maintain, during the term of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

D. MGT shall secure and maintain during the Contract term, ONE MILLION (\$1,000,000) DOLLARS single limit Commercial General Liability insurance, covering itself, its employees, agents, consultants or subsidiaries, and their employees or agents, for claims for damages caused by personal injury, loss or damage of property, and other such causes including what is commonly known as groups A, B, and C (libel, false arrest, slander). If such comprehensive coverage of all subcontractors, outside consultants and agents employed by MGT in the performance of this Agreement is not available from MGT's insurer then, upon the COUNTY's approval, MGT may furnish to the COUNTY insurance policies with similar coverage and protection for the COUNTY provided to it by its subcontractors, outside consultants or agents in addition to MGT's own policy. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by the Consultant or by any of its consultants doing work in connection with this Agreement. Public Liability coverage shall include either Blanket Contractual insurance or a Designated Contract Contractual Liability coverage endorsement, indicating expressly MGT's agreement to hold the COUNTY harmless as provided in Article 15 hereunder. The COUNTY shall be named as an additional insured.

E. MGT shall secure and maintain during the Contract term, ONE MILLION DOLLARS (\$1,000,000) single limit Commercial Automobile Liability insurance, protecting itself, its employees, agents, consultants or subsidiaries and their employees or agents, against claims for damages caused by personal injury, loss or damage of property and other such causes. If such comprehensive coverage of all subcontractors, outside consultants and agents employed by MGT in the performance of this Contract is not available from MGT's insurer then, upon the COUNTY's approval, MGT may furnish to the COUNTY insurance policies with similar coverage and protection for the COUNTY provided to it by its subcontractors, outside sub-consultants or agents in addition to MGT's own policy. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by MGT or by any of its consultants doing work in connection with this Contract. Public Liability coverage shall also include automobiles, whether owned, non-owned, or hired. It shall include either Blanket Contractual insurance or a Designated Contract.

ARTICLE 14 - INDEMNIFICATION

MGT shall indemnify and hold harmless the COUNTY, and its Officers and employees, from liabilities, damages, losses, and

costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of MGT and/or any persons employed or utilized by MGT in the performance of the Agreement.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and MGT each binds itself and its partners, successors, executors, administrators, and assigns to the other party, in respect to all covenants of this Agreement. Except as set forth herein, neither the COUNTY nor MGT shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and MGT.

ARTICLE 16 - CONFLICT OF INTEREST

MGT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. MGT further represents that no person having any interest shall be employed for said performance.

MGT shall promptly notify the COUNTY in writing by certified mail of any potential conflicts of interest for any

prospective business association, interest, or other circumstance, which may influence or appear to influence MGT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that MGT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by MGT.

The COUNTY agrees to notify MGT of its opinion by certified mail within thirty (30) days of receipt of notification by MGT. If, in the opinion of the COUNTY, the prospective business association, interest, or circumstance would not constitute a conflict of interest by MGT, the COUNTY shall so state in the notification, and MGT shall, at his/her option enter into said association, interest, or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by MGT under the terms of this Agreement.

ARTICLE 17 - FINANCIALS

MGT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

MGT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

MGT shall comply with the provisions of Florida Statutes, Chapter 119 (Public Records Law).

ARTICLE 19 - REUSE OF DOCUMENTS

Providing that applicable payment to MGT, in accordance with the terms of this Contract, has been made, the COUNTY shall have unlimited rights, for the benefit of the COUNTY, in all reports, statistical data, specifications, notes and other MGT's work produced in the performance of this Contract, or in contemplation thereof including the right to use same on any other COUNTY work.

ARTICLE 20 - ACCESS AND AUDITS

MGT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Agreement. The COUNTY and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the COUNTY's or the Clerk's cost, upon five (5) days written notice.

ARTICLE 21 - NONDISCRIMINATION

MGT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 22 - MODIFICATIONS TO CONTRACT

This Agreement, together with any attachments, amendments and schedules constitute the entire Contract between the COUNTY and MGT and supersede all prior written or oral understandings. This Agreement and any attachments, amendments, schedules, and supplemental agreements may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto with the same formalities as this original agreement.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and MGT agree that this Agreement, Attachment(s), and any Supplemental Agreements, set forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto with the same formalities as this original Agreement.

ARTICLE 24 - AUTHORITY TO PRACTICE

MGT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such item(s) or provision(s), to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Nassau County.

ARTICLE 27 - DISPUTES

Any dispute arising under this Agreement shall be addressed by the representatives of the COUNTY and MGT as set forth herein. Disputes shall be set forth in writing to the County Administrator, with a copy to the Project Manager and

Contract Manager, and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator, the Project Manager and the Contract Manager or their designee and a representative of MGT. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the County Administrator or his/her designee, and the County Attorney, County Administrator, Project Manager and Contract Manager and/or their designee, shall meet with MGT's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator or his/her designee. If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by Agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the COUNTY and the cost of mediation shall be borne by MGT. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by MGT. MGT shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be

initiated unless and until the procedures set forth herein are followed.

ARTICLE 28 - NOTICE

All notices required in this Agreement shall be sent via certified mail or email, or any other means where receipt is acknowledged. If sent to the COUNTY shall be mailed to:

Board of County Commissioners, Nassau County
Charlotte J. Young, Contract Manager
96135 Nassau Place, Suite 6
Yulee, Florida 32097

For invoices:

Nassau County Board of County Commissioners
Attn: Walter Fufidio, Project Manager
96161 Nassau Place
Yulee, FL 32097

Nassau County Clerk of Courts Office
Attn: Chris Lacambra, ~~Deputy Comptroller~~ FINANCIAL SERVICES DIRECTOR
Post Office Box 4000
Fernandina Beach, FL 32035

And, if sent to MGT, shall be mailed to:

Fred Seamon, PH.D.
MGT of America, Inc.
2123 Centre Pointe Blvd.
Tallahassee, FL 32308

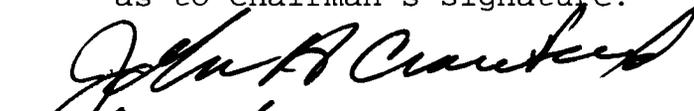
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

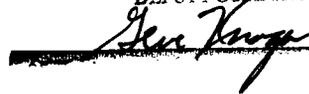

JIM B. HIGGINBOTHAM
Its: Chairman

ATTEST
as to Chairman's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER

 DATE 7/2/07

**ATTEST AS TO CHAIRMAN'S
SIGNATURE ONLY**

Approved as to form and legality
by the Nassau County Attorney:


DAVID A. HALLMAN

CONSULTANT:
MGT OF AMERICA, INC.


FRED SEAMON, PH.D.
Its: Senior Partner

ATTACHMENT "A" – SCOPE OF SERVICES / SCHEDULE OF DELIVERABLES

TASK 1.0: CONDUCT PROJECT START-UP ACTIVITIES

Activities:

- 1.1 Conduct one or more project meetings with Steering Committee and Project Manager to gain a detailed understanding of the project and to review project work plan as well as project objectives, and time schedule.
- 1.2 Request and obtain documents, information, and data for review by MGT's project team.
- 1.3 Establish project management protocols.
- 1.4 Work with Steering Committee and Project Manager to adjust work plan activities and schedules to better meet the needs of the County.
- 1.5 Prepare and submit final work plan and time schedule.

Deliverable:

- Mutually agreed upon work plan and time schedule

Time Line: July 9, 2007 through August 31, 2007

TASK 2.0: DEVELOP AND IMPLEMENT COMMUNICATION PLAN

Activities:

- 2.1 Prepare a written communication plan for review and comment by Steering Committee and Project Manager. The key elements of the plan will contain strategies, tools, and mechanisms for communicating with key stakeholders and keeping stakeholders and the community at-large informed about the progress of the project. For example, the plan will contain a fact sheet on the project, and information on time lines, milestones, meeting schedules and locations, templates for meeting facilitation, and meeting summaries and reports.
- 2.2 Work with Steering Committee and Project Manager regarding revisions/additions to the communication plan.
- 2.3 Finalize the communication plan based on input from Steering Committee and Project Manager.

- 2.4 As part of the communication plan, develop multiple methods of providing and disseminating information. These methods can include mass mailings, newspaper articles, Web site links, etc.
- 2.5 Implement and update the communication plan throughout the duration of the project, as mutually agreed.

Deliverables:

- Communication plan
- Informational materials (distribution is on-going)

Time Line: August 1, 2007 through September 1, 2007

TASK 3.0: PROVIDE "CONDITIONS" ANALYSIS
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Activities: Phase I

- 3.1 Research and evaluate area's history, existing land uses, natural features and context within the County. Compile data on area including information for base maps and prepare a narrative description.
- 3.2 Review the Nassau County Comprehensive Plan, Future Land Use, Transportation, Conservation and Capital Improvements Elements, and other appropriate land use documentation and Vision Plans.
- 3.3 Compile data on the following:
 - Existing land uses
 - Current Future Land Use designations
 - Current Zoning Map Districts and a list of allowable uses
 - Planned or proposed developments in the area
 - Environmental Features
 - Housing Structural Conditions
 - Key Socioeconomic indicators including anticipated population growth, income, household data, employment, education, and ethnicity
 - Historical and archaeological features
 - Soils

- Existing and Proposed Utilities
 - Existing and proposed community facilities
 - Aerial photography maps
 - Existing road network
 - Current and future transportation maps
- 3.4 Coordinate research and evaluation with the Regional Planning Council as necessary.
- 3.5 Prepare and submit draft existing conditions report to the County for review and comment.
- 3.6 Revise and submit existing conditions report.

Activities: Phase II

- 3.7 At the completion of the public input tasks, map the community's shared concept for growth and development of the community. The mapping process will include visual representations of land use patterns and character of the community during the planning timeframe. Economic viability of the vision and private property interests will be taken into consideration. In anticipation of an urban service boundary designation, consideration will be given to (1) demonstrating that land included in a potential boundary will be served with adequate public facilities and services based on adopted-levels-of-service standards; and (2) that the amount of land within the urban service boundary will not exceed the amount of land needed to accommodate the projected population growth at densities consistent with the adopted comprehensive plan.

Deliverables:

- Initial Existing Conditions Report
- Proposed Conditions Report

Time Line Phase 1 – September 1, 2007 through September 30, 2007
Phase 2 – March 1, 2008 through March 31, 2008

<i>TASK 4.0: CONDUCT PUBLIC MEETINGS</i>

Activities:

- 4.1 Meet with County staff and other interested parties for the purpose discussing the initial public meeting with the Local Planning Agency. Items for discussion at this meeting will include expectations, roles, and responsibilities related to the initial

public meeting. The second public meeting will be to further introduce the visioning process to the community.

- 4.2 With Steering Committee and Project Manager, review community representation of the public meetings to ensure representation from appropriate community segments and stakeholders. Assist in compiling list of specific elected officials, community representatives, and interested citizens, in addition to the general public.
- 4.3 In conjunction with Steering Committee and Project Manager, plan both public meetings.
- 4.4 In coordination with Steering Committee and Project Manager, MGT will schedule and publicize the date, purpose, and location of the public meetings.
- 4.5 Prepare draft agenda and meeting materials for public meetings.
- 4.6 In consultation discussion with Steering Committee and Project Manager, reach agreement on a project brochures a project newsletter, or other informational material referenced in the communication plan.
- 4.7 Prepare informational material for public meetings.
- 4.8 Submit agenda and meeting materials and draft brochure or newsletter to staff for review and comment.
- 4.9 Revise and finalize meeting materials, brochure/newsletter.
- 4.10 Communicate with community representatives and key stakeholders to invite them to the meetings, provide information, and respond to questions related to the intent and purpose of the meeting.
- 4.11 Market the upcoming meetings with affiliates with broad public reach, such as local newspaper(s), and radio other mechanism identified in the communication plan.
- 4.12 Conduct and facilitate the initial public meeting with the Local Planning Agency. During the meeting discuss objectives, expected outcomes, deliverables, and time lines associated with the project. An implementation plan and reporting system to measure results will also be addressed.
- 4.13 Conduct and facilitate the second Public Meeting with the general public in order to introduce the Visioning Plan process objectives and.
- 4.14 Conduct debriefing session with Steering Committee and Project Manager to assess the results and outcomes of the public meetings.
- 4.15 Prepare a written summary of the public meetings and submit to staff.
- 4.16 Review the summary with staff and utilize it as a model for summarizing future workshops.

Deliverables:

- Initial public meeting with Local Planning Agency
- Additional public meeting with General Public
- Project brochures or newsletters
- Summary of comments and issues, including outcome of public meetings.

Time Line: August 1, 2007 through September 28, 2007

<p><i>TASK 5.0: CONDUCT AND MANAGE PUBLIC INVOLVEMENT OPPORTUNITIES AND INPUT</i></p>
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Activities:

- 5.1 Meet with the Steering Committee and Project Manager to discuss priority topics, materials, stakeholders, and upcoming public workshops and involvement events. The priority topics are identified in Section 2 of the RFP and include tourism, recreation/open space, culture, infrastructure, growth management, environment, economy/workforce, education and school facilities plans, governance, public safety, and healthcare/social services. In discussion with Steering Committee and Project Manager, discuss public workshop activities that will be most effective and beneficial, and in accordance with Florida Statutes. This discussion will include a determination of topics to be discussed as required by law.
- 5.2 In conjunction with staff, reach agreement with the number, and location, of public workshops that will be conducted in accordance with Florida Statutes.
- 5.3 Determine stakeholder groups and key individual members; develop a roster with contact information for the workshops.
- 5.4 In conjunction with the communication plan, prepare a set of materials that can be used as an information packet that can be updated and provided to citizens participating in public involvement workshops and activities. Materials will include a visioning plan for distribution to citizens. The methodology for circulation is identified in the Communication Plan.
- 5.5 Develop protocols, templates and other materials that will be used as part of gathering input from the community. This can include individual interview formats, online surveys, and Web site descriptions.
- 5.6 Submit protocols, templates, and materials to Steering Committee and Project Manager for review and comment.
- 5.7 Revise protocols, templates, and materials based on input from Steering Committee and Project Manager.
- 5.8 Conduct a minimum of eight public involvement events based on the geographic areas represented in the RFP, using the approved protocols, templates, and

materials. Public involvement opportunities will also include mailings and online surveys. Of the eight events, at least one on-site workshop will be held in each geographic area represented in the RFP No. NC07-006. The result of the meetings will be to determine the shared vision of Nassau County citizens.

- 5.9 Prepare a summary report on community values, consensus issues, preferred alternative land use/transportation system relationships, and other issues. Other issues will include strategies for cost containment, innovative concepts that may enhance value and quality, favorable cost containment approaches, or additional alternative ideas that may be successful if implemented in Nassau County.
- 5.10 Prepare issues and opportunities map.
- 5.11 After approval from the County, present summary findings in an extended countywide workshop. At the extended countywide workshop, narrow and focus down to key issues; and conduct preference exercises for visual, maps, and architectural components.

Deliverables:

- Public workshops and opportunities for involvement
- Issues and opportunities map
- Summary report on values, consensus issues, etc.
- Final Public Meeting process

Time Line: September 1, 2007 through March 31, 2008

<i>TASK 6.0: DEVELOP AND SUBMIT MEETING SUMMARIES, AND MONTHLY AND QUARTERLY PROGRESS REPORTS</i>
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Activities:

- 6.1 Organize and summarize the results of all public meetings and community workshops.
- 6.2 Review the summaries of the meetings with the Steering Committee and Project Manager; obtain input on the content and format of summaries.
- 6.3 Revise summaries as necessary and incorporate revisions into subsequent summaries. Ensure access to summaries according to the mechanisms in the Communication Plan.
- 6.4 In accordance with the communication plan, provide monthly progress reports of visioning activities to the Project Manager.

- 6.5 Prepare progress briefing reports to the Board of County Commissioners of Nassau County. At least once a quarter, and more frequently if desired, provide a verbal briefing to the Board of County Commissioners of Nassau County.
- 6.6 Prepare draft quarterly reports.
- 6.7 Revise and finalize quarterly reports.
- 6.8 Prepare and conduct quarterly report presentations to the County and other stakeholders as requested.

Deliverables:

- Meeting Summaries
- Monthly progress reports
- Briefing reports
- Quarterly reports and/or presentations

Time Line: September 1, 2007 through August 31, 2008

<i>TASK 7.0: DEVELOP AND SUBMIT DRAFT REPORT</i>

Activities:

- 7.1 Prepare a draft outline of the report for review and comment by the Steering Committee and Project Manager. The vision, which is developed, must be measurable and able to be implemented. Therefore, the Vision Plan will include both a long range (25 yrs.) timeframe and short-term (1-5 yrs) goals, projects and implementation mechanisms. The Vision Plan must address the community-wide economic impacts of the long and short-term implementation of the Plan. Major capital projects included in the Vision Plan should address their financial outlook which included a cost-benefit analysis.
- 7.2 Prepare draft final report and submit to County for review.
- 7.3 Meet with County to discuss any changes to the draft report from the outline.
- 7.4 Conduct follow-up activities in order to move forward with completing the Final Report.

Deliverable:

- Draft final report

Time Line: April 1, 2008 through May 31, 2008

<i>TASK 8.0: DEVELOP AND SUBMIT FINAL REPORT</i>

Activities:

- 8.1 Prepare Final Report and submit to County for review.
- 8.2 Meet with County to discuss Final Report.
- 8.3 Present Final Report as necessary.

Deliverables:

- Final Report, bound and electronic format
- Presentation of Final Report as necessary.

Time Line: June 1, 2008 through August 31, 2008

FINAL REPORT DUE ON OR BEFORE AUGUST 31, 2008

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR NK MGT01-1	DATE (MM/DD/YYYY) 07/09/07
PRODUCER Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee FL 32317 Phone: 850-878-2121 Fax: 850-878-2128		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED MGT of America, Inc 2123 Centre Point Blvd. Tallahassee FL 32308		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Valley Forge Ins Co.	20443
		INSURER B: Continental Casualty	20443
		INSURER C: American Cas.Co.of Reading PA	20443
		INSURER D: Travelers Cas&Surety Co of Am	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Blanket Add'l Ins Blkt Waiver of Su GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2093390918	07/01/07	07/01/08	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$ 300,000 MED EXP (Any one person) \$ \$ 5,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000
C	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2093563501	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$5,000	2093563496	07/01/07	07/01/08	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2093390921	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
B		Workers Comp - CA	2098117826	07/01/07	07/01/08	Empl Liab \$ 1,000,000
D		Prof Liab-Clm Made	104968324	07/01/07	07/01/08	Liab/Aggr \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

***45 Days Written Notice of Canc-Nonrenewal. *10 Days Written Notice of Canc-Nonpayment. Nassau County included as an additional insured under the general liability/automobile liability. Project #01-10-51-2996**

CERTIFICATE HOLDER NACOYUI Nassau County Board of County Commissioners Attn.: Charlotte J. Young 96135 Nassau Place, Ste 6 Yulee FL 32907	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Nassau County
Department of Contract Management

County
Contractor
Field
Other

CHANGE ORDER REQUEST

PROJECT: Vision 2032 CHANGE ORDER NUMBER: One (1)

DATE: April 29, 2008

CONTRACT NUMBER: NC07-006

CONTRACTOR: MGT of America, Inc.

2123 Centre Pointe Blvd., Tallahassee 32308-4930

The Contract is changed as follows: Reimbursement of printing and mailing costs, Hamilton Press of Fernandina Beach, for 36,829 bi-fold brochure for Vision 2032 public outreach.

Original Contract Sum \$ 151,514.00

Net change by Previous Change Order \$ 0.00

Contract Sum Prior to This Change Order \$ 151,514.00

Amount of This Change Order (Add/Deduct) \$ 12,171.19

New Contract Sum, Including this Change Order \$ 163,685.19

The Contract Time for substantial completion will be (~~increased~~) (~~decreased~~) (unchanged) by n/a days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: [Signature] DATE: 4/30/2008
Project Manager

ACCEPTED BY: [Signature] DATE: 5/6/2008
Contractor

APPROVED BY: [Signature] DATE: 5/21/08
Chair
Board of County Commissioners