

Contract Number: 08-DR-90-04-55-01-014

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Nassau County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution and shall end June 1, 2008, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(b) The Recipient shall maintain all records, for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment A - and all other applicable laws and regulations.

(c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times

to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(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 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 Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

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 Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:
Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and

Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

(b) Quarterly reports are due to be received by the Department no later than 30 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

(d) 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 may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide such additional program updates or information as may be required by the Department.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by

the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the

Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Exercise any other rights or remedies which may be otherwise available under law;

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Department may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after

the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, 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.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Beth Frost, Grants Administrator
Division of Community Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 922-1752
Fax: (850) 488-3309
Email: beth.frost@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Walter Fufidio
Planning Director
Nassau County
9661 Nassau Place
Yulee, FL 32097
Telephone: (904) 321-5919
Fax: (904) 491-3611
Email: wfufidio@nassaucountyfl.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to

execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) 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 Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope of Work

Attachment B – Schedule of Deliverables

(17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Department agrees to pay a fixed fee of up to \$25,000.00, subject to availability of funds. Payment will be made in accordance with the provisions of Attachment B (Schedule of Deliverables). An invoice shall be submitted with each deliverable which is in detail sufficient for a proper preaudit and postaudit thereof.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Chief Financial Officer or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill

the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in the Circuit Court of Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a

contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of

any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(21) STATE LOBBYING PROHIBITION. No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(22) COPYRIGHT, PATENT AND TRADEMARK
ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such

property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) PROPERTY MANAGEMENT.

(a) Title to equipment acquired by a Recipient with State funds shall vest in the Recipient, subject to conditions of this section. The Recipient must continue the operation, maintenance, repair and administration of any equipment or other personal property purchased under this Agreement in accordance with the purposes for which the funds were originally appropriated and for the period of time expressly specified in the Agreement or, failing to do so, the Recipient must return to the Department the subgrant funds used to purchase the property.

(b) The Recipient shall not use equipment acquired with State funds to provide services to non-State outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Florida statute, for as long as the State retains an interest in the equipment.

(c) The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds and shall not encumber the property without approval of the Department. When no longer needed for the original project or program, the Recipient shall use the equipment in connection with its other State-sponsored activities, in the following order of priority: (i) Activities sponsored by the Department, then (ii) activities sponsored by other State agencies.

(d) During the time that equipment is used on the project or program for which it was acquired, the Recipient shall make it available for use on other projects or programs if such other use will not interfere with the work on the project or program for which the equipment was originally acquired. First preference for such other use shall be given to other projects or programs sponsored by the Department; second preference shall be given to projects or programs sponsored by other State agencies. If the equipment is owned by the State of Florida, use on other activities not sponsored by the State of Florida shall be permissible if authorized by the Department. User charges shall be treated as program income.

(e) When acquiring replacement equipment, the Recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Department.

(f) The Recipient's property management standards for equipment acquired with State and State-owned equipment shall include all of the following.

(1) Equipment records shall be maintained accurately and shall include the following information.

(i) A description of the equipment.

(ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

(iii) Source of the equipment, including the award number.

(iv) Whether title vests in the Recipient or the State of Florida.

(v) Acquisition date (or date received, if the equipment was furnished by the State of Florida) and cost.

(vi) Information from which one can calculate the percentage of State participation in the cost of the equipment (not applicable to equipment furnished by the State of Florida).

(vii) Location and condition of the equipment and the date the information was reported.

(viii) Unit acquisition cost.

(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the Department for its share.

(2) Equipment owned by the State of Florida shall be identified to indicate State ownership.

(3) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated

and fully documented; if the equipment was owned by the State of Florida, the Recipient shall promptly notify the Department.

(5) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(6) Where the Recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

(g) When the Recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards. For equipment with a current per unit fair market value of \$5000 or more, the Recipient may retain the equipment for other uses provided that compensation is made to the Department. The amount of compensation shall be computed by applying the percentage of State participation in the cost of the original project or program to the current fair market value of the equipment. If the Recipient has no need for the equipment, the Recipient shall request disposition instructions from the Department. The Department shall determine whether the equipment can be used to meet the Department's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported to the Department of Management Services by the Department to determine whether a requirement for the equipment exists in other State agencies. The Department shall issue instructions to the Recipient no later than 120 calendar days after the Recipient's request and the following procedures shall govern.

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Recipient's request, the Recipient shall sell the equipment and reimburse the Federal awarding agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Recipient shall be permitted to deduct and retain from the State share \$500 or ten percent of the proceeds, whichever is less, for the Recipient's selling and handling expenses.

(2) If the Recipient is instructed to ship the equipment elsewhere, the Recipient shall be reimbursed by the State of Florida by an amount which is computed by applying the percentage of the Recipient's participation in the cost of the original project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Recipient is instructed to otherwise dispose of the equipment, the Recipient shall be reimbursed by the Department for such costs incurred in its disposition.

(4) The Department may reserve the right to transfer the title to the State of Florida or to a third party named by the State when such third party is otherwise eligible under existing statutes. Such transfer shall be subject to the following standards.

(i) The equipment shall be appropriately identified in the award or otherwise made known to the Recipient in writing.

(ii) The Department shall issue disposition instructions within 120 calendar days after receipt of a final inventory. The final inventory shall list all equipment acquired with grant funds and federally-owned equipment. If the Department fails to issue disposition instructions within the 120 calendar day period, the Recipient shall apply the standards of this section, as appropriate.

(iii) When the Department exercises its right to take title, the equipment shall be subject to the provisions for State-owned equipment.

(24) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

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

NASSAU COUNTY:

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: Marianne Marshall

BY: Charles Gauthier

Charles Gauthier, AICP

Name and title: Marianne Marshall, Chair

Director, Division of Community Planning

Date: January 14, 2008

DATE: 2/5/08

FID# 59 186 3024

REPUTED TO BE THE SIGNATURE OF THE
CHIEF DEPUTY COUNTY CLERK, NASSAU COUNTY, FLORIDA

David A. Hallman 1/15/08
APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

ATTEST AS TO THE CHAIR'S SIGNATURE:

John A. Crawford
JOHN A. CRAWFORD
EX-OFFICIO CLERK
By [Signature]

David A. Hallman
DAVID A. HALLMAN

EXHIBIT 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

Implementation of Provisions of SB 360, Department of Community Affairs, 52.033 - \$100,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Activities are limited to those in the Scope of Work.

State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**ATTACHMENT A
SCOPE OF WORK**

A. Visioning 2032 Plan

Project Background

The County has recently begun a one year-long process to formulate a County-wide vision plan. The Nassau County Visioning 2032 Plan will provide a community-based picture of the desired future for Nassau County and how to achieve that vision. This vision involves the people, institutions and governments of Fernandina Beach, Callahan, Hilliard and unincorporated Nassau County. This plan will conform to the requirements of a community vision that may be adopted into the County's comprehensive plan pursuant to Sec. 163.3177(13) F.S.

The Visioning 2032 Plan will serve multiple purposes. It provides an opportunity for public input and participation in shaping the future of Nassau County. The Plan will help determine capital funding priorities and assist with the selection of sites for the location of public facilities. The Plan will be recognized in the County and City Comprehensive Plans and allows local governments a larger number of planning tools and options, such as the creation of urban service boundaries and processing of plan amendments. Implementation of the Plan over time will foster involvement and buy-in on the part of the citizens of Nassau County in the operation of their local government. This grant will provide funding for the county to complete the work on the Visioning 2032 Plan.

Task 1- Provide "Conditions" Analysis

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.
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. Prepare a "Proposed Conditions Report" based on this review.

Task 2- Conduct Public Meetings

1. 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.
2. Conduct and facilitate the second Public Meeting with the general public in order to introduce the Visioning Plan process objectives and.
3. Conduct debriefing session with Steering Committee and Project Manager to assess the results and outcomes of the public meetings.
4. Prepare a written summary of the public meetings and submit to staff.

Task 3- Conduct and Manage Public Involvement Opportunities and Input

1. 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.
2. 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.

3. 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.

Task 4- Develop and Submit Meeting Summaries, Monthly and Quarterly Progress Reports

1. Organize and summarize the results of all public meetings and community workshops.
2. Provide monthly progress reports of visioning activities to the County Planner and the Department.
3. Prepare progress briefing reports to the Board of County Commissioners and the Department.
4. Prepare quarterly reports for submission to the Department.

Task 5- Develop and Submit Draft Report

1. Prepare a draft outline of the report for review and comment by the Steering Committee and Project Manager.
2. Prepare draft report and submit to County and the Department for review.

B. 2007 Evaluation and Appraisal Report (EAR)

Project Background

The Nassau County Growth Management Department shall perform the required analysis of best available data required in order prepare an Evaluation and Appraisal Report (EAR) for the Nassau County 2010 Comprehensive Plan. The Growth Management Department will prepare the analysis and provide specific recommendations for changes to the County's Comprehensive Plan based on the analysis conducted for the EAR.

Task 1- Data Gathering

1. Evaluate relevant changes in growth management laws (State Comprehensive Plan, the requirements of Chapter 163, Part II, as amended by SB 360 of 2005, the criteria contained in Chapter 9J-5, Florida Administrative Code, and the Northeast Florida Strategic Regional Policy Plan).
2. Conduct a review of the background data provided by public agency sources relevant to the local major issues. Participate in agency meetings where questions or shortcomings in data are identified. The Growth Management Department will be responsible for obtaining any additional information necessary to update the background data for the Plan.
3. Participate in one or more briefing sessions with the Local Planning Agency (LPA), and the County Commission. Incorporate their input into the EAR documents.

Task 2- Analysis and Recommendations

1. With the data provided, conduct an analysis comparing current community conditions relevant to the elements with community conditions at the time of the last EAR adoption in 2000.
2. Evaluate the goals, objectives, and policies of the plan, as they relate to the major issues. Identify unforeseen or unanticipated changes which have resulted in problems or opportunities regarding the implementation of the Comprehensive Plan. Identify any inconsistent policies found in the elements, and evaluate the need for these policies.
3. Assess the successes and shortcomings of the elements using the monitoring measures contained in each element. New measures should be recommended where appropriate.

4. Based on this analysis, provide recommendations for corrective measures for each of the elements. This should include specific changes, additions or alternatives to the Goals Objectives, and Policies of each element.

C. Feasibility Study

Project Background

Since the early 1990s, there has been a shift in the way land is protected. Once reactive and piecemeal, local conservation has become comprehensive and strategic. Comprehensive conservation land planning is emerging as an important open space protection and growth management tool to ensure quality of life, clean air and water, recreation, and economic health. Organizations such as the Trust for Public Land and the Nature Conservancy can offer consulting and technical services to create a comprehensive conservation land plan. This project would begin the process of creating a comprehensive recreation, conservation and open space plan for the County by retaining a consultant to gather public input, defining a vision for conservation, researching potential funding sources, and investigating partnerships with public and private entities for future efforts.

Task- The Recipient shall conduct a feasibility study for a land acquisition program to be incorporated into the Conservation Element of the Comprehensive Plan. This study shall include the following elements:

1. Assess the Demand for Protected Land
 - a. Conduct surveys and meetings to obtain the community's views and ideas.
 - b. Help community define its conservation vision
 - c. Consider the benefits to the community.
 - i. Fiscal and economic benefits
 - ii. Infrastructure benefits.
 - iii. Flood prevention benefits.
 - iv. Health and environmental benefits
 - d. Determine willingness of voters to spend on land conservation
2. Define Community's Conservation Goals
 - a. Parks, greenways, and recreation lands
 - b. Lands that safeguard key environmental resources such as wetlands, watersheds, and wildlife habitat
 - c. Lands that support important industries such as tourism, forestry, and farming
 - d. Lands that protect the history, character, identity, and way of life of a community
3. Catalog Potential Funding Sources
 - a. Dedicated State funding sources
 - b. State incentives
 - c. Matching grants
 - d. Low-interest loans
 - e. Purchase-of-development-rights (PDR)
 - f. Public-private partnerships.
 - g. Conservation tax credits
 - h. Other sources
4. Investigate Partnerships
Investigate partnerships with other governmental entities, non-profit land trusts, for-profit contractors, the business community, farmers and ranchers, developers, and volunteers.

D. Revisions to Agriculture/Rural Residential FLUM Categories

Project Background

Research conducted by the Nassau County Growth Management Department has found that the implementation of Policy 1.02.05 has not been consistent. As a matter of land use policy, past interpretations have created incentives for developers to piecemeal their development plans. This will have major negative repercussions for planning, service delivery and the fiscal health of Nassau County. The Growth Management Department estimates the potential impacts of up to 100,578 dwelling units resulting in approximately 269,551 permanent residents. A population increase of this magnitude would require massive investment in schools, roads, parks, police, fire and general governmental services. The Growth Management Department estimates the present value infrastructure costs to Nassau County taxpayers would be in excess of \$1 billion.

The Recipient shall evaluate the effectiveness of present policies in the Comprehensive Plan related to Agriculture, explore alternative strategies for regulating development in these areas, and drafting text and map amendments to the Comprehensive Plan.

Task 1- Using GIS mapping and other methods, conduct research and evaluate the effectiveness of present 2010 Comprehensive Plan policies related to Agriculture-designated properties regarding:

1. Protection of agricultural uses
2. Exemptions for family homesteads as defined in Ch. 163 F.S.
3. Preservation of rural character
4. Preventing urban sprawl

Task 2- Based on the research above, initiate preparation of amendments to the Future Land Use Element of the County Comprehensive Plan as follows:

1. Text amendment restoring the Rural Residential FLUM category, which was removed in 2002.
2. Future Land Use Map amendments to change approximately 67,044 acres that were previously designated Rural Residential from Agriculture to Rural Residential.
3. Text amendments, if necessary, to maintain the existing exceptions for parcels described in a deed of record prior to January 28, 1991, family homesteads, and owners of property for 5 years or longer.
4. Text amendment to abandon the size of ownership or parcel as the basis for establishing density entitlements within the remaining Agriculture- designated areas.

Task 3- Conduct research and evaluate the feasibility of a performance-based density bonus system in the Agriculture FLUM category This type of system would begin with a base density and award density bonus points to proposed developments that include development standards such as:

1. Paved roads
2. Proximity to shopping, emergency service facilities, parks, schools, etc.
3. Preservation of natural features in excess of those areas required for storm water management and compliance with Chap. 373, F.S.
4. Provision of common recreational amenities.
5. Compliance with FDOT access management standards
6. Provision of central potable water and soil suitability for septic systems.

NOTE: The Department must approve the use of any consultants/subcontractors under this Agreement. Pursuant to Section 14 of this Agreement, any proposed subcontracts must be reviewed and approved by the Department prior to execution.

**Attachment B
Schedule of Deliverables**

**All deliverables shall be submitted to the attention of:
Beth Frost, Grants Administrator
Division of Community Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100**

Payments shall be made to the Recipient for performance in accordance with the Scope of Work, based on acceptance and approval of deliverables by the Department of Community Affairs according to the schedule below:

DELIVERABLES	DUE DATE	AMOUNT
A. Visioning 2032 Plan		
1. Existing and Proposed Conditions Reports	January 30, 2008	\$5,000
2. Summary, agenda, and minutes of additional public meetings with Local Planning Agency or others.	June 1, 2008	\$5,000
3. Summary, agenda and minutes of eight public workshops; Issues and Opportunities map, and summary report on values, consensus issues, etc.	June 1, 2008	\$5,000
4. Reports		
a. Monthly progress reports	5 th day of each month	
b. Briefing reports	As developed	\$5,000
c. Quarterly reports	5 th day of month following end of quarter (defined below)	
5. Draft Visioning 2032 report	June 1, 2008	\$5,000
B. Evaluation and Appraisal Report		
1. Summary of review of background data (including all maps, tables and figures associated with the EAR); summaries of briefing sessions.	January 30, 2008	\$10,000
2. Recommendations for revisions to each element of the County's comprehensive plan.	June 1, 2008	\$16,000
C. Feasibility Study		
1. Draft feasibility study as defined in Item C of the Scope of Work.	April 30, 2008	\$12,250
2. Final feasibility study.	June 1, 2008	\$12,250
D. Agricultural/Rural Residential FLUM		
Draft comprehensive plan amendments and associated GIS maps and analysis as defined in Item D of the Scope of Work. Two copies of GIS maps and analysis shall be provided in ArcView compatible files on two CDs.	March 1, 2008	\$24,500
TOTAL		\$100,000

**FIRST MODIFICATION OF
 STATE OF FLORIDA
 DEPARTMENT OF COMMUNITY AFFAIRS**

That Contact numbered 08-DR-90-04-55-01-014 entered into between the State of Florida, Department of Community Affairs (the Department), and Nassau County (the Recipient), beginning on February 4, 2008, by the Department is hereby modified as follows:

Attachment B: Schedule of Deliverables, is modified to read as follows:

**All deliverables shall be submitted to the attention of:
 Beth Frost, Grants Administrator
 Division of Community Planning
 Department of Community Affairs
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100**

Payments shall be made to the Recipient for performance in accordance with the Scope of Work, based on acceptance and approval of deliverables by the Department of Community Affairs according to the schedule below:

DELIVERABLES	DUE DATE	AMOUNT
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4. Reports	5 th day of each month	
a. Monthly progress reports	As developed	\$5,000
b. Briefing reports		
c. Quarterly reports	5 th day of month following end of quarter (defined below)	
5. Draft Visioning 2032 report	June 1, 2008	\$5,000
B. Evaluation and Appraisal Report		
1. Summary of review of background data (including all maps, tables and figures associated with the EAR); summaries of briefing sessions.	January 30, 2008	\$10,000
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C. Feasibility Study		
1. Draft feasibility study as defined in Item C of the Scope of Work.	April 30, 2008	\$12,250
2. Final feasibility study.	June 1, 2008	\$12,250
D. Agricultural/Rural Residential FLUM		
Draft comprehensive plan amendments and associated GIS maps and analysis as defined in Item D of the Scope of Work. Two copies of GIS maps and analysis shall be provided in ArcView compatible files on two CDs.	May 16, 2008	\$24,500
TOTAL		\$100,000

Except as modified herein, all other terms and conditions contained in said Contract remain in full force and effect, and are to be performed in accordance with the terms of said Contract.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed by their duly authorized representative.

NASSAU COUNTY

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

By: Marianne Marshall

By: Mike McDaniel

Marianne Marshall
Chairman, Nassau County

for Charles Gauthier, AICP
Director, Division of Community Planning

Date: 4-9-08

Date: 4/18/08



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

April 21, 2008

Mr. Walter Fufidio
Planning Director for Nassau County
Nassau County
99160 Nassau Place
Yulee, Florida 32097

Dear Mr. Fufidio:

RE: Rural Communities Contract #08-DR-90-04-55-01-014, Modification #1

Attached is an executed copy of the above-referenced modification for your files. If you have any questions, please contact me at (850) 922-0738.

Sincerely,

Rozell McKay, Jr.
Grants Specialist V

Attachment

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100
Phone: 850-488-8466 Fax: 850-921-0781
Website: www.dca.state.fl.us

COMMUNITY PLANNING
Phone: 850-488-2356 Fax: 850-488-3309

AREAS OF CRITICAL STATE CONCERN FIELD OFFICE
Phone: 305-289-2402 Fax: 305-289-2442

HOUSING AND COMMUNITY DEVELOPMENT
Phone: 850-488-7956 Fax: 850-922-5623