

NASSAU COUNTY COMPREHENSIVE PLAN

WORK PROGRAM

1990-1991

Prepared by the
Northeast Florida Regional Planning Council
9143 Phillips Highway, Suite 350
Jacksonville, FL 32256
Telephone: 904/363-6350

CONTRACT BETWEEN NASSAU COUNTY
AND
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL
FOR REVISION OF THE NASSAU COUNTY DRAFT COMPREHENSIVE PLAN
TO SATISFY THE DCA ORC REPORT AND FOR PREPARATION OF REQUIRED
LAND DEVELOPMENT REGULATIONS

The following agreement between Nassau County and the Northeast Florida Regional Planning Council authorizes the Council staff, for the estimated fee of \$63,049, to revise the Nassau County draft Comprehensive Plan and produce required Land Development Regulations. The draft plan will be revised to satisfy objections made to the plan by DCA in its report "Objections, Recommendations and Comments" (ORC). Land Development Regulations will be prepared in cases where existing County ordinances do not fully implement Goals, Objectives and Policies stated in the adopted Comprehensive Plan. The tasks to be performed for this project are set forth below and are further identified in Attachments A, B, and C, incorporated as part of this contract.

I. Scope of Services

- A. Revise Draft Comprehensive Plan (Phase I) Applying its experience in responding to Department of Community Affairs' critique of submitted draft comprehensive plans (ORC), the RPC staff will review the ORC prepared by DCA for Nassau County and provide recommendations to the Nassau Board of County Commissioners for changing the draft plan with minimum cost impact to the County while satisfying the concerns of DCA on stated issues. Upon approval by the Nassau Board of County Commissioners, the RPC staff will revise each element of the Comprehensive Plan to meet the requirements of Florida law and be reasonably acceptable to Nassau County citizens and the Board of County Commissioners. Should, following adoption of the Plan, the County's Comprehensive Plan be found "Not in Compliance With State Law" by DCA because of items omitted from the ORC response or submitted in the Adopted Plan against the recommendation of the RPC staff, the work required by the RPC to amend the Adopted Plan will require a renegotiation of proposed cost. Tasks to be performed by the RPC in meeting DCA ORC requirements is submitted as ATTACHMENT A.

B. Preparation of Land Development Regulations (Phase II)

Chapter 163.3202, Florida Statutes, requires that within one (1) year after submission of its revised comprehensive plan, local governments shall adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan.

The RPC staff shall review the adopted land development ordinances of Nassau County and, where necessary to implement the newly adopted comprehensive plan, will revise existing ordinances, or where no ordinance exists, create a new ordinance. Tasks to be performed by the RPC in meeting this portion of the proposed contract are identified in ATTACHMENTS B and C.

II. Changes or Additions to the Scope of Services

A. Changes

Either party may request changes in the Scope of Services to be performed. Such changes as are mutually agreed upon, or are necessitated by changes in applicable State rules, shall be incorporated as written amendments to this contract. Any additional compensation shall be agreed upon by both parties.

B. Additional Services

If authorized in writing by the Local Government, the NEFRPC shall furnish additional services which are not provided for in the Scope of Work set forth in ATTACHMENT A, B, and C, or which are not considered normal or customary basic services; such services are to be paid for as agreed upon by both parties.

III. Specific Council Responsibilities

- A. Revise the draft Nassau County Comprehensive Plan to resolve DCA objections as stated in the DCA ORC Report and support adoption of the plan.
- B. Provide 30 copies of the County's Adopted Comprehensive Plan.
- C. Work with Nassau Board of County Commissioners to resolve any DCA objections to the County's Adopted Comprehensive Plan.
- D. Prepare the County's Land Development Regulations that are required to implement the Adopted Comprehensive Plan.
- E. Provide a camera-ready copy of the County's Codified Land Development Regulations.

IV. Specific Local Government Responsibilities

- A. Make available all pertinent data, resources, and other necessary information to Council staff for plan revision and LDR development.
- B. Examine all documents presented by the NEFRPC and render in writing, decisions pertaining thereto within 7 calendar days so as not to delay the services of the NEFRPC for compliance with the terms of this contract.
- C. Designate in writing a person to act as the Local Government's representative with respect to the services to be rendered under this contract. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the local government's policies and decisions pertinent to the NEFRPC's services.
- D. Give prompt written notice to the NEFRPC whenever the local government observes or otherwise becomes aware of any development that affects the scope or timing of the NEFRPC's services.
- E. Host and record all public meetings and workshops concerned with the revisions and adoption of the Comprehensive Plan and associated Land Development Regulations.
- F. Provide the proper legal notices, advertisements, etc., associated with the Plan and LDR workshops and public hearings.
- G. Appoint a Citizens Advisory Committee.

V. Schedule of Payments

The proposed contract is presented as a "Time and Materials" offer with an estimated maximum charge of \$63,049. The schedule of payments to the Northeast Florida Regional Planning Council for work accomplished under this agreement shall be as follows.

The estimated contract fee of \$63,049 for work completed under Phase I and II of this contract shall be remitted as follows:

- a. \$ 7,549 due December 1, 1990
- b. 17,000 due January 1, 1991
- c. 18,500 due April 1, 1991
- d. 20,000 due August 1, 1991

\$63,049 Total

In order to keep Nassau County apprised of the status of work accomplished versus projected costs, the RPC will, with each invoice, provide the County with a progress/cost-to-date analysis.

VI. Workshops/Public Hearings

The County shall maintain a complete record of public workshops and public hearings associated with revision of the Local Government Comprehensive Plan and development of the Land Development Regulations. This record will include minutes of all public hearings and copies of all legal notices and other necessary advertisements.

VII. Records

The NEFRPC shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of the Contract for three (3) years from the date of final payment under the Contract for inspection and/or audit by the County or the Florida Department of Community Affairs.

VIII. Period of Service

The work products and completion dates will meet the contractual requirements of the Local Government's contract with the Florida Department of Community Affairs and Rule 9J-12. Completion will be by the date set forth in Appendices A, B, and C.

IX. Termination of Agreement

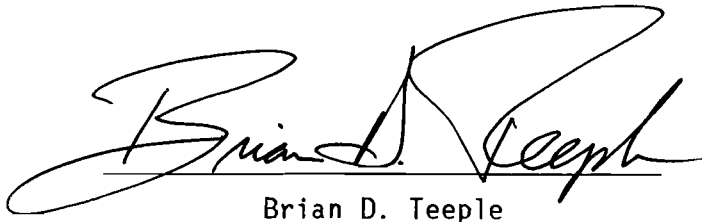
This Agreement may be terminated by either party upon 30 days written notice should the other party fail substantially to perform in accordance with the terms of this Contract through no fault of others. In the event of termination, due to the fault of others than NEFRPC, the NEFRPC shall be paid for services performed to termination date, on a proportionate basis. Without waiving its right to terminate this agreement, the local government may delay, withhold or adjust payments under this contract, or the NEFRPC may delay or withhold its services in an attempt to give each party an opportunity to fulfill its obligations or correct any violation of this contract. In addition, in the event of termination for any reason prior to completion of all reports contemplated by this Contract, NEFRPC reserve the right to complete such analyses and records as are necessary to place their files in order, and where considered by them as necessary to protect their professional reputation, to complete a report on the services performed to date. A termination charge to cover the cost thereof for an amount not to exceed 30 percent of the cost thereof for an amount not to exceed 30 percent of all charges incurred up to the date of termination may, at the option of NEFRPC, be made. All finished or unfinished documents, data, correspondence, and reports, and maps prepared by the Council staff under this contract shall be delivered to the local government.

X. Controlling Law

This agreement is to be governed by the laws of the State of Florida.

XI. Successors and Assigns

- A. NEFRPC and the County each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants and obligations of this Contract.
- B. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than NEFRPC and the County.



Brian D. Teeple
Executive Director
Northeast Florida Regional
Planning Council

11/26/90

Date

ATTEST:

Jls Clark

11/26/90

Jimmy J. Hissenthal

Chairman
Nassau County
Board of County Commissioners

11/18/90

Date

Approved this 18th day of November, 1990.

ATTEST:

J. Green

11-19-90

ATTACHMENT A

PROPOSED STATEMENT OF WORK FOR A

SUPPORT CONTRACT

Between

THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

and

NASSAU COUNTY

Completion of Nassau County Comprehensive Plan--
Response to DCA "ORC" and "Letter of Intent"

I. RESPONSE TO ORC

October 15, 1990 - November 16, 1990

A.	Review Elements against 9J-5 9 Elements (Approxm 10 hrs/Element)	2,970.00
1.	Provide findings to Nassau County BBC (16 manhours)	528.00
2.	Make initial changes to Elements (120 manhours)	3,960.00
November 19, 1990 - December 31, 1990		
B.	Review ORC (48 manhours)	1,584.00
1.	Provide findings to Nassau County BCC (24 manhours)	792.00
2.	Prepare recommendations for workshop (240 manhours)	7,920.00
3.	Hold workshop sessions (72 manhours)	2,376.00
4.	Revise changes to Elements in response to workshop findings (80 manhours)	2,640.00
C.	Hold Adoption Hearings (12 manhours)	396.00
D.	Prepare and submit adopted Comp Plan to DCA (12 (manhours)	528.00
ORC Manhours Costs		<hr/> \$23,694.00

Publication Costs

Reproduce 30 copies of Complete Plan 850.00

ATTACHMENT A (Continued)

II. RESPONSE TO LETTER OF INTENT

February 16, 1991 - April 1, 1991

	A. Review Letter of Intent (16 manhours)	528.00
	1. Provide findings to Nassau County BCC (8 manhours)	264.00
	B. Revise Comp Plan to meet requirements of Letter	1,056.00
	1. Hold 1 workshop session (16 manhours)	528.00
	2. Revise changes in response to workshop (16 manhours)	528.00
	C. Hold Adoption Hearing (12 manhours)	396.00

Letter Manhour Costs 3,300.00

Publication Costs

Reproduce Addendum 225.00

TOTAL COMP PLAN COST \$28,069.00

ATTACHMENT B

PROPOSED STATEMENT OF WORK FOR A
SUPPORT CONTRACT
Between
THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL
and
NASSAU COUNTY

III. PREPARATION OF LDRs

October 15, 1990 - August 1, 1991

A.	Review County regulations in terms of Comprehensive Plan Zoning Code Subdivision Regulations Other Ordinances (240 manhours)	7,920.00
1.	Provide findings to Nassau County BCC (8 manhours)	264.00
B.	Prepare Individual Ordinances for review - approximately 14 ordinances (480 manhours)	15,840.00
C.	Conduct Advisory Hearings on ordinances - approximately 20 meetings (160 manhours)	5,280.00
D.	Present Ordinances to BCC in Public Hearing (84 manhours)	2,772.00
E.	Codify all ordinances into a single document (88 manhours)	2,904.00
	LDR COSTS	34,980.00
	TOTAL PROJECT COST	\$63,049.00

ATTACHMENT C

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

WORK PRODUCTS	SECTION OF CHAPTER 163, F.S. or RULE CHAPTER 9J-29, F.A.C.
1. Report which explains the LDRs are consistent with and implement the adopted comprehensive plan, as required by s.163.3202(1), F.S.	9J-29.005(2) (e), F.A.C.
2. Relate Comprehensive Plan Goals, Objectives, and Policies to current Land Use Regulations to determine additional LDR requirements.	9J-29.005 (1) (b), FAC 9J-24-003 (1) (J)
3. Establish a citizen advisory group to support development modification of LDRs.	F.S. 163.3181
4. Revise current zoning codes and subdivision regulations.	9J-24.003 (1) (a) & (b)
5. Develop new or revised regulations where appropriate for control of land uses within identified cones of influence.	9J-24.003 (1) (c)
Review & revise Flood Hazard regulations and incorporate into the LDR.	9J-24.003 (1) (d)
7. Incorporate provisions for adequate drainage control in the LDR.	9J-24.003 (1) (c)

ATTACHMENT C (CONTINUED)

8. Develop new conservation regulations where appropriate. 9J-24.003 (1) (f)
9. Provide for control of signage. 9J-24.003 (1) (g)
10. Develop Concurrency Management provisions that assure that development orders shall not be issued unless adopted LOS Standards are available concurrent with the impacts of the developments. 9J-24.003.(1) (h)
11. Revise on-site parking requirements where appropriate. 9J-24.003 (1) (i)
12. Incorporate specific objectives and policies into the revised LDR. 9J-24.003. (1) (j)