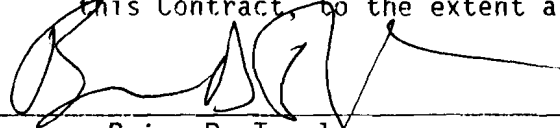


MODIFICATION TO NASSAU COUNTY/  
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL  
CONTRACT OF NOVEMBER 26, 1990 FOR  
PROVIDING NEFRPC SUPPORT IN DEVELOPMENT OF  
COUNTY LAND USE REGULATIONS

The above referenced contract is hereby modified to add **Provision XII. Hold Harmless**, which shall read as follows:

XII. Hold Harmless

The Northeast Florida Regional Planning Council shall hold the Department of Community Affairs and Nassau County harmless against claims of whatever nature arising out of the NEFRPC performance of work under this Contract, to the extent allowed by law.



Brian D. Teeple  
Executive Director  
Northeast Florida Regional  
Planning Council

11/7/91

Date

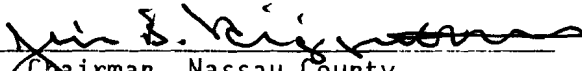
ATTEST:



Flo Clark

11/7/91

Date



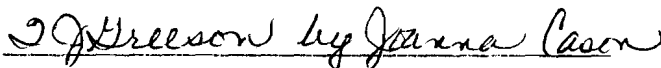
Chairman, Nassau County  
Board of County Commissioners

11-18-91

Date

Approved this 18<sup>th</sup> day of November, 1991.

ATTEST:



11-18-91

Date

# Northeast Florida Regional Planning Council

**Baker • Clay • Duval • Flagler • Nassau • Putnam • St. Johns**

9143 Phillips Highway, Suite 350, Jacksonville, Florida 32256

(904)363-6350 FAX (904) 363-6356

Suncom 874-6350 Suncom FAX 874-6356

Michael S. Mullin, Esq.  
322 Centre Street  
Fernandina Beach, FL 32034

Dear Mr. Mullin:

**Re: Nassau County/Northeast Florida Regional Planning Council (NEFRPC)  
Agreement to Produce Land Development Regulations (LDRs)**

As noted in the attached Department of Community Affairs (DCA) letter, the Department has now decided to review sub-contract agreements and determine their acceptability to the DCA legal section prior to releasing already approved funds for work accomplished.

All work required by your contract with DCA (Contract No. 91-LP-36-04-55-01-021) has been completed by the NEFRPC and has been accepted by the DCA grants review staff. However, I have been told by Mr. Bob Collins of DCA that funds allocated for preparation of the Nassau County LDRs will not be released until the Nassau County/NEFRPC contract has been modified to include the provision stated in the DCA letter of October 21, 1991. Accordingly, I have attached a proposed modification to the Nassau County/NEFRPC contract which includes the required DCA provision. If you have no problem with the required DCA language, please present the proposed modification to the Board of County Commissioners for signature and forward a signed copy to DCA plus a second copy to the RPC for our records.

Thank you for your assistance in this matter.

Sincerely,



Rudy Marchese, Chief  
Long Range Planning and  
Technical Assistance

RM:fc

Enclosure



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES  
Governor

October 21, 1991

WILLIAM E. SADOWSKI  
Secretary

The Honorable James B. Higginbotham  
Chairman, Nassau County  
Board of Commissioners  
Post Office Box 456  
Fernandina Beach, Florida 32034

Re: 91-LP-36-04-55-01-021

Dear Mayor Higginbotham:

Thank you for sending a copy of your County's subcontract for land development regulation services. Our legal staff has determined that the material sent does not meet the requirements of your contract with the Department because the provision of Section IX(B) of the contract between the Department and the City is not included in the subcontract. This provision reads:

- (B) The Recipient agrees to include in the subcontract that the subcontractor shall hold the Department and Recipient harmless against claims of whatever nature arising out of the subcontractor's performance of work under this Contract, to the extent allowed by law.

Please amend the subcontract so that it is clear that your subcontractor is bound by the terms and conditions of your contract with the Department, and that the subcontractor shall hold the Department and your local government harmless against all claims. Please forward a copy of the amended and executed subcontract to my attention.

Please call Dale Eacker at (904) 487-4545 with any questions.

Sincerely,

Robert Pennock, Chief  
Bureau of Local Planning

RP/deb

cc: L. Douglas Jones, Planning & Zoning Director