



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399

BOB MARTINEZ
Governor

January 2, 1991

THOMAS G. PELHAM
Secretary

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

Re: Contract No. 91-LP-36-04-55-01-021

Dear Mayor Higginbotham:

Enclosed is an original executed contract between the Department of Community Affairs and your local government which covers the funding you will receive under the Local Government ~~Land Development Regulation Program~~ Program during the current fiscal year. The Department has authorized the release of the initial 25 percent of your funding allocation, and you should receive your first check within four weeks.

Please note that on March 31, 1991, the following items will be due: a report which explains how the land development regulations are consistent with and implement the adopted comprehensive plan as required by Section 163.3202(1), F.S., and 9J-30.005(2)(e), F.A.C., and copies of work products specified in your contract. Copies of the completed work products must be received by the above date for release of the balance of your contract funds under this contract. It is very important that these items be received by this date.

If you intend to subcontract the work authorized by this program, please note Section IX, page 3, of this contract. Your contract with the subcontractor must bind the subcontractor by the terms and conditions of this contract with the Department and

The Honorable Jimmy L. Higginbotham

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must hold the Department and the grant recipient harmless against all claims arising out of the subcontractor's performance. Additionally, you must send the Department a copy of the executed subcontract within 10 days after execution.

If you have any questions, please contact Dale Eacker or Bob Collins at 904-487-4545.

Sincerely,

Robert G. Nave

Robert G. Nave, Director
Division of Resource Planning
and Management

RGN/deb

Enclosure

cc: L. Douglas Jones, Planning and Zoning Director

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL GOVERNMENT LAND DEVELOPMENT REGULATION
ASSISTANCE PROGRAM CONTRACT

This contract is entered into between the State of Florida, Department of Community Affairs, hereinafter referred to as the "Department", and Nassau County, hereinafter referred to as the "Recipient".

WITNESSETH

WHEREAS, the Department, in furtherance of its duties under Chapter 163, Part II, Florida Statutes, and Chapter 90-209, Laws of Florida, has determined that the Recipient is eligible to receive funds under the Local Government Land Development Regulation Assistance Program, hereinafter referred to as the "Program".

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

I. Covenant for Services

The Department does hereby contract with the Recipient to perform the services described herein and the Recipient does hereby agree to perform such services under the terms and conditions set forth in this contract.

II. Availability of Funds

Payment of these state funds pursuant to this contract are subject to and conditioned upon the total release of authorized appropriations from the Local Government Land Development Regulation Assistance Program provided by Chapter 90-209, Laws of Florida.

III. Definition, Scope and Quality of Service

(A) Intent of the Contract

The Recipient agrees, under the terms and conditions of this contract and the applicable state and local laws and regulations, to undertake, perform, and complete all or a portion of the necessary technical services required to prepare or revise land development regulations required by Section 163.3202, Florida Statutes, and to prepare a report which explains how the land development regulations are consistent with and implement the adopted comprehensive plan as identified in the scope of services. Neither the Department's entering into this agreement nor its acceptance of the Recipient's work products shall be construed as a determination by the Department that the local government has met any of the requirements of Chapter 163, Florida Statutes, or any provisions of the Florida Administrative Code.

(B) Scope of Services.

- (1) Attachment A, Scope of Services, is hereto incorporated by reference.
- (2) Except in areas where the Recipient is a charter county with overall planning responsibilities or has documented planning requirements through a joint agreement, services provided under this contract shall be in connection with the total area under the Recipient's jurisdiction.

IV. Consideration

(A) Amount of Consideration

As consideration for work rendered under this contract, the Department agrees to pay a fixed fee up to \$ 43,452. Payment will be made in accordance with Article V of this contract.

(B) Use of Funds

- (1) Funds may be used for salaries and expenses of local government staff members or subcontractors involved in preparing all or a portion of the required land development regulations and a report which explains how the land development regulations are consistent with and implement the adopted comprehensive plan pursuant to an approved scope of services.
- (2) Travel expenses incurred by the Recipient in fulfillment of this contract shall be in accordance with the provisions of Section 112.061, Florida Statutes.
- (3) Funds may not be used for the purchase of equipment, fixtures, or other tangible property of a nonconsumable and nonexpendable nature with an expected useful life which exceeds the duration of this contract.

V. Method of Payment

- (A) The Department has approved the advance requested and justified in the application. Twenty-five (25) per centum shall be paid to the Recipient after execution of this contract by the Recipient and the Department.
- (B) The Department shall pay the final seventy-five (75) per centum of the funds after receipt of the work products under this contract due March 31, 1991.

VI. Required Reports and Records

- (A) The Recipient shall provide to the Department a contract closeout report consisting of a copy of each work product produced under this program. The report shall be received by the Department no later than March 31, 1991, unless the Recipient received an extension pursuant to Rule 9J-30.005(7), Florida Administrative Code.
- (B) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department shall withhold further payments until they are completed. The Department may terminate the contract with a Recipient if reports are not received within ten (10) days after notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with professional planning principles and is consistent with the scope of services.

VII. Audit Requirements

- (A) The Recipient agrees to maintain adequate financial procedures and adequate support documents to account for the expenditure of funds under this contract.
- (B) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

- (C) The Recipient shall 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 contract.
- (D) The Recipient shall include an accounting of these funds in the local audit prepared by the Recipient for the 1990-91 and 1991-92 fiscal years.
- (E) In the event the audit shows that the entire fund, or portion thereof, was not spent in accordance with Chapter 9J-30, Florida Administrative Code, and the conditions of this contract, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and contract provisions within thirty (30) days after the Department has notified the Recipient of such noncompliance.
- (F) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

VIII. Public Records

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, reports, papers, letters or other material, subject to the provision of Chapter 119, Florida Statutes, prepared or received by the Recipient in conjunction with this contract.

IX. Subcontracts

- (A) If the Recipient subcontracts any or all of the work required under this contract, the Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this contract with the Department.
- (B) The Recipient agrees to include in the subcontract that the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Contract, to the extent allowed and required by law.
- (C) If the Recipient subcontracts, a copy of the executed subcontract must be forwarded to the Department within 10 days after execution.

X. Liability

The Recipient hereby agrees to hold harmless the Department, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this contract arising out of, or due to any act, occurrence, or omission of the Recipient, its subcontractors or agents, if any, that is related to the Recipient's performance under this contract.

XI. Contract Term

The contract shall commence on the last date of signing by the parties involved, and will terminate on May 1, 1991, unless the Recipient has received an extension pursuant to Rule 9J-30.005(7), Florida Administrative Code. Extensions of contract pursuant to this Rule shall not be construed as an extension of the due date for adoption of land development regulations pursuant to Section 163.3202, Florida Statutes, and Rule Chapter 9J-12, Florida Administrative Code.

XII. Modification of Contract

Either party may request modification of the provisions of this contract. Changes which are mutually agreed upon shall be made by written correspondence from the Department and shall be incorporated as part of this contract.

XIII. Identification of Documents

The cover page or title page of all reports, maps and other documents completed as a part of this contract shall acknowledge:

"Preparation of this (Map or Document) was aided through financial assistance received from the State of Florida under the Local Government Land Development Regulation Assistance Program authorized by Chapter 90-209, Laws of Florida, and administered by the Florida Department of Community Affairs."

The date (month and year) the document was prepared and the name of the subcontractor or Recipient community responsible for its preparation shall also be shown.

XIV. Termination

- (A) This contract may be terminated by the written mutual consent of the parties.
- (B) If the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract, the Department shall have the right, without liability, to terminate this contract within ten (10) days after giving written notice to the Recipient of such termination. The Department may also require a pro rata repayment for funds paid to a Recipient who breaches any part of this contract.
- (C) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of contract by the Recipient. The Department may withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

XV. Notice and Contact

- (A) The contract manager for this contract is Dale Eacker, Bureau of Local Planning, Grants and Publications Section.
- (B) The Representative of the Recipient responsible for the administration of this contract is L. Douglas Jones, Planning & Zoning Administrator
- (C) In the event that different representatives are designated by either party after execution of this contract, notice of the name, title and address of the new representative will be rendered in writing to the other party and said notification attached to the original of this contract.

XVI. Terms and Conditions

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

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

RECIPIENT

BY:

Jimmy L. Higginbotham

Name and Title Jimmy L. Higginbotham, Chairman, Board of County Commissioners

Date 11-27 90

Witness *Jay S. Bradley*

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY:

Robert G. Mave

Name and Title Director, DRPM

Date Jan 2, 1991

ATTACHMENT A

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-30, F.A.C.
1. Report which explains how the LDRs are consistent with and implement the adopted comprehensive plan, as required by s.163.3202(1), F.S.	1. 9J-30.005(2)(e), F.A.C.
2. Relate Comprehensive Plan Goals, Objectives, and Policies to current Land Use Regulations to determine additional land development regulation requirements.	2. 9J-30.005(1), F.A.C. 9J-30.005(1)(j), F.A.C.
3. Revise current zoning codes.	3. s.163.3202(2)(b), F.S. 9J-24.003(1)(b), F.A.C.
4. Revise current subdivision regulations.	4. s.163.3202(2)(a), F.S. 9J-24.003(1)(a), F.A.C.
5. Develop new or revised regulations for control of land uses within identified cones of influence for potable water wellfields.	5. s.163.3202(2)(c), F.S. 9J-24.003(1)(c), F.A.C.
6. Revise Flood Hazard regulations and incorporate them into the Land Development Regulations.	6. s.163.3202(2)(d), F.S. 9J-24.003(1)(d), F.A.C.
7. Incorporate provisions for adequate drainage control into the land development regulations.	7. s.163.3202(2)(d), F.S. 9J-24.003(1)(e), F.A.C.
8. Develop new regulations providing for the protection of environmentally sensitive lands.	8. s.163.3202(2)(e), F.S. 9J-24.003(1)(f), F.A.C.
9. Provide for control of signage.	9. s.163.3202(2)(f), F.S. 9J-24.003(1)(g), F.A.C.

ALL WORK PRODUCTS WILL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 163, PART II, F.S., AND RULE CHAPTERS 9J-30 AND 9J-24, F.A.C., AS REFERENCED ABOVE.

ATTACHMENT A

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-30, F.A.C.
<p>10. Develop Concurrency Management provisions that assure that development orders shall not be issued unless public facilities and services which meet adopted LOS Standards are available concurrent with the impacts of the developments.</p>	<p>10. s.163.3202(2)(g), F.S. 9J-24.003(1)(h), F.A.C.</p>
<p>11. Revise on-site parking requirements.</p>	<p>11. s.163.3202(2)(h), F.S. 9J-24.003(1)(i), F.A.C.</p>

ALL WORK PRODUCTS WILL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 163, PART II, F.S., AND RULE CHAPTERS 9J-29 AND 9J-24, F.A.C., AS REFERENCED ABOVE.

BOARD MEETING

DATE: 11-27 1990

AGENDA: 7

INFO: _____



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399

BOB MARTINEZ
Governor

THOMAS G. PELHAM
Secretary

November 13, 1990

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

Dear Commissioner Higginbotham:

Enclosed are three copies of a contract between the Department of Community Affairs and your local government pursuant to the 1990-91 Local Government Land Development Regulation Assistance Program.

The scope of services which was submitted by your local government in its application for funding is incorporated in the contract by reference (Attachment A).

Please indicate in paragraph XV (B) of the contract the name and title of the person designated by your local government to be responsible for administration of the contract. This individual must not be a consultant.

All three copies of the contract should be executed by the chief elected official or other person authorized by your local government and returned to Mr. Dale Eacker at the address above within 30 days from the date of receipt. Each of the contracts must contain original signatures. If executed by someone other than the chief elected official, a copy of the written signature authorization must be submitted with the contracts.

After execution by the Department, a copy of the contract will be returned for your records. A warrant for 25 percent of the total funds will be forwarded to your local government 30-45 days after the contract is signed.

The Honorable Jimmy Higginbotham
November 13, 1990
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If you have any questions, please contact Dale Eacker or Bob Collins at 904-487-4545.

Sincerely,



Robert Pennock, Chief
Bureau of Local Planning

RP/deb

Enclosures

cc: L. Douglas Jones, Planning and Zoning Director