

**CONTRACT BETWEEN NASSAU COUNTY  
AND THE  
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL  
TO PROVIDE SERVICES RELATED TO THE  
NASSAU COUNTY/DEPARTMENT OF COMMUNITY AFFAIRS  
"SUPPLEMENTAL FUNDING PROGRAM" CONTRACT**

The following agreement between Nassau County and the Northeast Florida Regional Planning Council (NEFRPC or Council) authorizes the Council staff to perform research and conduct tasks specified in Attachment A which is incorporated as part of this contract.

**I. Scope of Services**

- A. The NEFRPC shall provide all materials and staff time required to provide the following services:
  - 1. Revise the County's Recreation and Open Space Element to more accurately reflect the criteria for determining recreation and open space impact fees.
  - 2. Revise the County's Capital Improvement Element to bring the 5-year Capital Improvement Plan into compliance with the County's Fiscal Year 91-92 budget.
  - 3. Develop a computer generated spread-sheet which displays the results of a data base program (developed with these grant funds) which will measure infrastructure availability for the recreation and open space component of concurrency.

**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, and are within the scope of the Local Government's contract with the Florida Department of Community Affairs, if applicable, shall be incorporated as written amendments to this contract. Any additional compensation shall be agreed upon by both parties.

**B. Additional Services**

By way of amendment to this contract, the NEFRPC may furnish additional services which are not provided for in the Scope of Work set forth in Attachment A; such services are to be paid for as agreed upon by both parties.

**III. Specific Council Responsibilities**

- A. Provide a revised County Recreation and Open Space Element ready for submittal to DCA as a proposed Element amendment.

- B. Provide a revised 5-Year Capital Improvement Plan component of the County Capital Improvement Element ready for submittal to DCA as a proposed Element amendment.
- C. Provide a data base program and associated spread sheet display that identifies recreation and open space concurrency as it relates to proposed development.
- D. Give prompt written notice to the county whenever the NEFRPC observes or otherwise becomes aware of any development that affects the scope or timing of NEFRPC services under this contract.
- E. Conduct one (1) presentation session with the Nassau County Board of County Commissioners or other body designated by the County to provide a full description of all required work products.
- F. The NEFRPC shall be bound by the terms and conditions of the County Contract with the Department of Community Affairs for "Supplemental Grant Funding" in support of the project described under Section I, Scope of Services.
- G. The NEFRPC shall hold the DCA and Nassau County harmless against all claims of whatever nature arising out of the NEFRPC staff performance of work under this contract, to the extent allowed and required by laws.

#### IV. Specific County Responsibilities

- A. Make available to Council staff all County-held data concerning County recreation and open space ordinances and policies and all research accomplished to establish the County's recreation and open space impact fee rates.
- B. Examine all studies, reports, sketches, drawings, and other documents presented by the NEFRPC and render in writing decisions pertaining thereto within 15 working 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. Conduct necessary public hearings for amending Recreation and Open Space and Capital Improvement Elements. Provide the required legal notices, advertisements, etc. as required by state statutes.

V. Records

NEFRPC and its subcontractors 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.

VI. 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. Completion will be accomplished no later than the date set forth in Attachment A.

VII. Schedule of Payments

The total contract fee is \$21,400. This amount is to be paid in three installments related to the delivery of work payments.

Payment for services will be made by the County to the NEFRPC according to the billing schedule shown in Attachment B. Payment is due upon the receipt of Council billing.

VIII. 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 or its subcontractors, the NEFRPC shall be paid for services performed to termination date, on a proportionate basis. Without waiving their rights 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 by each party to give the other 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 reserves the right to complete such analyses and records as are necessary to place their file 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 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.

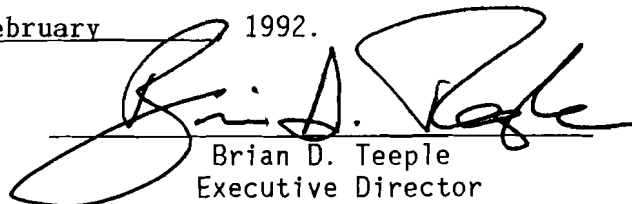
IX. Controlling Law

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

V. 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 Nassau County.

Signed this 24th day of February 1992.

  
Brian D. Teeple  
Executive Director

  
Chairman, County Commission

Approved this 24th day of February, 1992.

ATTEST:   
Clerk of Circuit and County Courts

ATTACHMENT A

SCOPE OF SERVICES

February 1, 1992 - September 30, 1992

<u>TASK</u>	<u>Period of Performance</u>
1. Review County Recreation and Open Space Impact Fee Data	2/28/92
2. Review County FY 1991-1992 Budget	3/9/92
3. Prepare an Impact Fee Rationale and insert the rationale as proposed Section 14.02.04 amendment to the County Recreation and Open Space Element	6/22/92
4. Prepare a revised 5-Year Capital Improvement Plan as an amendment to the County Capital Improvement Element	6/29/92
5. Add specific policies to the Recreation and Open Space and Capital Improvement Elements that encompass and further proposed amendments to elements	7/31/92
6. Coordinate proposed element amendments with the County Planning Director	8/17/92
7. Present NEFRPC work effort to the County Board of County Commissioners or other County designated body	9/28/92
8. Contract complete date	9/30/92

ATTACHMENT B

Schedule of Payments

	<u>Amount</u>	<u>Date Billed</u>
A. Accomplish tasks 1 through 3	\$ 5,400	6/22/92
B. Accomplish tasks 4 through 6	6,000	8/17/92
C. Accomplish task 7	10,000	9/30/92
<b>Total Contract Fee:</b>	<b>\$21,400</b>	