

AGREEMENT BETWEEN NASSAU COUNTY AND THE
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL FOR
COMPLETION OF COMPREHENSIVE PLAN
EVALUATION AND APPRAISAL REPORT

This agreement between Nassau County (The County) and the Northeast Florida Regional Planning Council (NEFRPC) entered into _____, 1997, sets forth the specific work to be performed by the NEFRPC to complete the Evaluation and Appraisal Report (EAR) of the adopted Nassau County Comprehensive Plan consistent with Chapter 163, Part II, Florida Statutes, and Rule 9J-5.0053, Florida Administrative Code.

ARTICLE I
SCOPE OF WORK

The NEFRPC shall furnish the necessary personnel, materials, services and facilities (except as otherwise provided herein) and shall do all things necessary for or incident to the performance of work and services set forth in this Agreement and in the Scope of Services attached hereto and incorporated by reference as Attachment A of this Agreement.

The NEFRPC shall perform and render such work as an independent contractor and not as an agent, representative or employee of the County. Such work shall be performed in a proper manner, satisfactory to the County and the Department of Community Affairs.

ARTICLE II
CHANGES OR AMENDMENTS TO THE SCOPE OF SERVICES

A. Either party may request changes in the Scope of Services to be performed under this contract. Such modifications of the Scope of Services as are mutually agreed upon, or are necessitated by changes in applicable State rules, shall be incorporated as valid modifications to the contract, only in the form of duly signed written amendments to this contract.

B. The provisions of this contract may be modified through a duly signed written amendment, whereby the NEFRPC may furnish additional services which are not provided for on the Scope of Services as set forth in Exhibit A. The NEFRPC shall be compensated for such additional services as agreed upon by both parties.

ARTICLE III
COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS

This is a fixed fee agreement. The total compensation for the Tasks described in this contract is \$36,500. Nassau County will pay the NEFRPC \$10,000 at the delivery to the County Building and Zoning Department a draft of Task 1, **Assembling the Baseline Data**. The County will remit to the NEFRPC \$4,000 at the time of transmittal of the proposed EAR to the Department of Community Affairs by the Local Planning Agency (LPA). The remaining \$22,500 will be remitted to the NEFRPC on October 30, 1997, or at the time the EAR is deemed to be sufficient by the Department of Community Affairs, which ever is later.

Each request for payment shall be initiated by the NEFRPC upon transmittal of an acceptable financial invoice. The financial invoice shall be authorized in writing by the NEFRPC's designated official

ARTICLE IV
RECORDS

The Northeast Florida Regional Planning Council 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, and for a period of three (3) years from the date of final payment under this contract for inspection and/or audit by the County or other pertinent public agency.

ARTICLE V
TERMINATION OF CONTRACT

This agreement may be terminated by either party upon 30 days written notice should the other party fail to substantially 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 the Northeast Florida Regional Planning Council 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 contract, the County 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 and applications contemplated by this contract, the NEFRPC reserves the right to complete such analysis 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 25 percent of all charges incurred up to the date of termination may, at the option of the NEFRPC, be made.

All finished or unfinished documents, data, correspondence, and reports, and maps prepared by the NEFRPC staff under this contract shall be delivered to the County.

ARTICLE VI
CONTROLLING LAW

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

ARTICLE VII
SUCCESSORS AND ASSIGNS

The NEFRPC and Nassau County each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such party, in respect to all covenants and obligations of this contract.

Nothing herein shall be construed to give any rights hereunder to anyone other than the NEFRPC and Nassau County.

CONTRACT SIGNATURES AND DATE

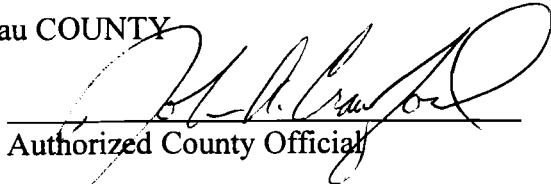
This agreement and its referenced attachments constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written below.

FOR THE COUNTY:

Nassau COUNTY

BY:


Authorized County Official

John A. Crawford, Chairman

Name/Title

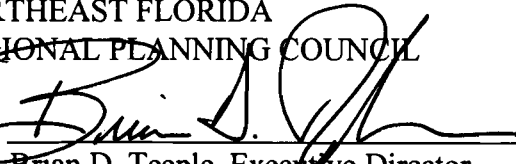
4/28/97

Date

FOR THE COUNCIL:

NORTHEAST FLORIDA
REGIONAL PLANNING COUNCIL

BY:


Brian D. Teeple, Executive Director

Brian D. Teeple, Executive Director

Name/Title

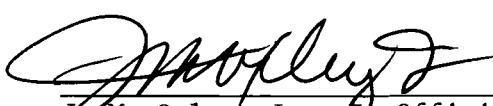
4/22/97

Date

APPROVED AS TO CONTENT:


Michael S. Mullin, County Attorney

ATTEST:


J. M. Oxley, Jr., Ex-Officio Clerk

ATTACHMENT A

SCOPE OF WORK

Evaluation and Appraisal Report Nassau County Comprehensive Plan

Purpose

Section 163.3191, F.S., requires every local government in Florida to assess the success or failure of its comprehensive plan through the preparation of an Evaluation and Appraisal Report (EAR). Section 9J-33.005, F.A.C., requires Nassau County to submit its EAR to the Department of Community Affairs (DCA) on February 1, 1998. Section 163.3191(8), F.S., establishes that draft EARs are due to DCA three months prior to the submission date. Pursuant to this schedule, Nassau County must submit its draft EAR to DCA no later than November 1, 1997.

Content of the EAR

Section 163.3191(2), F.S. lists the major components of an EAR. These components will be addressed in developing the EAR for each Element of the Adopted Comprehensive Plan. The major components included in Section 163.3191(2), F.S., are as follows:

- (a) major problems of development and physical deterioration, and the location of land uses and the social and economic effects of such uses;**
- (b) the condition of the plan when it was first adopted and its condition at the date of the EAR;**
- (c) a comparison of plan objectives with actual results at the date of the EAR;**
- (d) unanticipated and unforeseen problems and opportunities which may have occurred since the plan was adopted;**
- (e) the effect on the plan of changes in state law and regulations, as well as the appropriate strategic regional policy plan;**
- (f) the need for new actions to be taken to address the planning issues identified in the EAR;**
- (g) plan amendments necessary to implement the needs identified in the EAR; and,**
- (h) a description of the public participation process used during preparation of the EAR.**

Work Tasks

The components in Section 163.3191(2), F.S. which are required to be addressed in the Nassau County EAR will be addressed according to the following steps, as detailed in the Department of Community Affairs, *Evaluation and Appraisal Reports A Guidebook for Florida Cities and Counties*.

TASK 1: Assembling the Baseline Data

This task will encompass two (2) parts: 1) a summary of the data and analysis describing the baseline conditions in Nassau County as presented in each element of the Comprehensive Plan. This summary will establish the baseline information about the community as described by the comprehensive plan; 2) a summary of current conditions in Nassau County based upon the most current data available.

The NEFRPC will complete the summary description of the conditions of the community as it relates to each Element at the date of the EAR. The current conditions will be based on and utilize the most current data available and will address the requirements of Chapter 9J-5, F.A.C. This will include a review of all plan amendments and the various support documents for amendments which have resulted in changes to the County's Comprehensive Plan.

This task will include copies of all maps, at an appropriate scale, which are needed to provide an adequate description of both the baseline conditions at the time of adoption and the summary of current conditions for each element.

TASK 2: Evaluating the Achievement of Objectives

This task will compare each element's adopted objectives with actual results using measurable targets to determine whether the objectives were achieved. This will be achieved by evaluating the current conditions at the time of the EAR and comparing to the baseline conditions developed in Task 1 in the Condition of the Original Element at the time of adoption. This comparison will be utilized to evaluate the targets set in the objectives of the County's Comprehensive Plan.

Objectives adopted in the Comprehensive Plan should be measurable and should allow for an assessment for determining success or failure in attaining the objective. The EAR will determine which objectives do and do not include a specifically measurable target. If it is determined that an objective does not include a measurable target, the present policies adopted in conjunction with the objective will be evaluated to assess whether specific measurable targets can be derived from these policies. This procedure will be documented for each objective for which it is utilized. If an objective and its associated policies are determined not to be measurable, logical measurable standards will be developed to evaluate the objective. Professional judgement will be utilized to develop these standards if needed. Measurable standards developed for objectives and associated policies which do not contain measurable targets, will be provided to the Building and Zoning Department for their review and comments prior to their utilization. The EAR will include

recommendations for revising the objectives so they are measurable and specific.

If data is available which allows for modifications to make the objective to be measurable and specific, the EAR review will propose such modifications. Conditions in the original adopted plan will be compared to current conditions as analyzed in updating the baseline data. If it is determined that objectives are not meeting the success criteria, modifications may be necessary to assure success criteria is met for the future target year.

The NEFRPC proposes to utilize format such as the matrix offered by the Department of Community Affairs in, *Evaluation and Appraisal Reports A Guidebook for Florida Cities and Counties*, to evaluate all objectives within each element of the Comprehensive Plan. However the NEFRPC has the flexibility to utilize any methodology that Nassau County may desire or feels may be more beneficial to the County.

Step 3: Analysis

The third task will be to analyze why objectives were not achieved, and to evaluate the extent to which the comprehensive plan may need revision to respond to current conditions and the issues identified in the steps above. The items that will be addressed in this step are:

- a. evaluate why objective targets were or were not achieved;
- b. analysis of major problems and social economic effects;
- c. unanticipated and unforeseen problems and opportunities which have occurred since adoption; and
- d. effect of statutory and rule changes (State Comprehensive Plan, SRPP, Chapter 163, Part II, F.S., Rule 9J-5, F.A.C.).

Step 4: Identification of Future Action

Review the conclusions from the previous steps to identify any actions that are needed to address issues raised in the evaluation and appraisal process. The changes necessary to address the planning issues in the data, analysis, goals, objectives, and policies of the element will be identified.

Step 5: Identification of Anticipated Plan Amendments

This step will identify and discuss anticipated plan amendments that are needed to address or implement the changes that are needed in the element. The Council will not provide the actual proposed language of any needed amendment as a work product under this agreement.

The Council will provide Nassau County with a general description of the nature and/or types of changes that it believes should be proposed for amendments through the actual EAR Amendment. The proposed changes will be developed from and provide a linkage to the issues, problems and opportunities identified through the development of the EAR. The changes proposed will ensure that the Nassau County Comprehensive Plan describes current conditions, includes appropriate objectives and policies, and is consistent with all current statute and rule requirements.

FINAL WORK PRODUCTS

The above work tasks will be completed by the NEFRPC to meet the August 1, 1997, transmittal date for the draft Nassau County EAR.

This agreement anticipates two (2) meetings (workshops or hearings) with the LPA, and two (2) meetings (workshops or hearings) with the County Commission.

The NEFRPC will provided copies of the proposed and adopted EAR to the County Coordinator, Planning and Zoning Director, County Attorney each member of the LPA, and each member of the Nassau County Commission.

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