

CONTRACT FOR SERVICES BETWEEN NASSAU COUNTY, FLORIDA,
AND THE NORTHEAST FLORIDA REGIONAL COUNCIL
FOR PLANNING SERVICES

This Contract between the Nassau County (COUNTY) and the Northeast Florida Regional Council (NEFRC) authorizes the NEFRC to provide planning services to the COUNTY for completion of revisions to agriculture / rural residential Future Land Use Element categories as more fully described in Attachment 'A', *Scope of Services*, at a fixed cost of \$24,500. A final draft of all deliverables will be provided to the COUNTY no later than March 30, 2008. See Attachment 'B', *Compensation for Professional Consulting Services*, for an estimated breakdown of costs.

The NEFRC will provide both paper and digital copies of all documents and maps created for the COUNTY in a form acceptable to the COUNTY.

The COUNTY shall provide NEFRC staff with data, resources, or other necessary background information required to complete the work requested.

Term

The NEFRC shall be available for Planning Services immediately upon execution of this Contract. The Contract shall extend to June 1, 2008.

Schedule of Payments

Upon completion of specific task and project deliverables. The COUNTY will reimburse the NEFRC upon receipt of each invoice.

Records

The NEFRC shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred under this Contract and shall make such materials available at all reasonable times during this Contract, and for three (3) years from the date this Contract is terminated for inspection and/or audit by the COUNTY.

Controlling Agreements & Law

- I. NEFRC is bound by the terms of the State-funded subgrant agreement between the State of Florida, Department of Community Affairs and Nassau County for the 2007-2008 Fiscal Year Rural Communities Grant; and
- II. NEFRC is bound by all applicable state and federal laws and regulations.

Indemnity

NEFRC shall hold the Department and Recipient harmless against all claims of whatever nature arising out of NEFRC's performance of work under this Agreement, to the extent allowed and required by law.

Termination and/or Modification

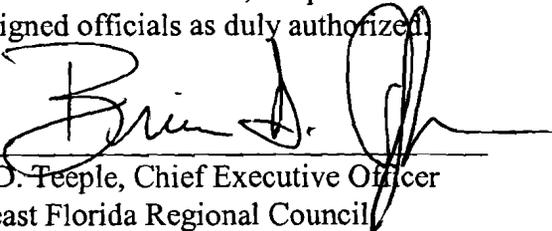
Either party may propose modifications to this Contract. All mutually agreed upon modifications shall be in writing and incorporated into this Contract by amendment.

Either party may terminate this Contract upon thirty (30) days written notice. If this Contract is terminated by either party, the COUNTY shall pay the NEFRC for services performed up to the termination date.

If this Contract is terminated by either party before completion of work contemplated by this Contract, the NEFRC may complete work items necessary to place the NEFRC file in order and necessary to protect its professional reputation.

Signatures and Date

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized:



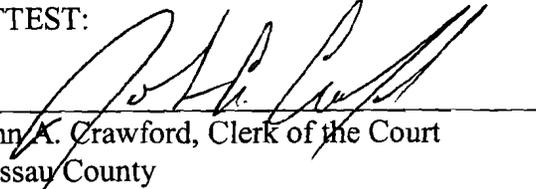
Brian D. Teeple, Chief Executive Officer
Northeast Florida Regional Council

2/14/08
Date



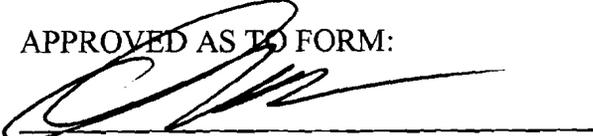
The Honorable Marianne Marshall, Chair
Board of County Commissioners

2-25-08
Date

ATTEST:


John A. Crawford, Clerk of the Court
Nassau County

3/06/08
Date

APPROVED AS TO FORM:


David A. Hallman
County Attorney

3/05/08
Date

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL PLANNING SERVICES FOR REVISIONS TO
AGRICULTURE/RURAL RESIDENTIAL FLUM CATEGORIES

The Northeast Florida Regional Council (CONSULTANT) will provide the professional and technical services required under this agreement in a manner consistent with the degree of care and skill ordinarily exercised by members of the same discipline currently practicing in and under similar circumstances as described as follows to Nassau County (COUNTY).

SCOPE OF SERVICES

The project shall consist of:

Task 1

Using GIS mapping and other methods, CONSULTANT will conduct research and evaluate the effectiveness of present 2010 Comprehensive Plan policies related to Agriculture-designated properties regarding:

1. Protection of agricultural uses;
2. Exemptions for family homesteads as defined in Ch. 163 F.S.;
3. Preservation of rural character; and
4. Preventing urban sprawl.

Task 2

Based on the research described in Task 1, CONSULTANT will initiate preparation of amendments to the Future Land Use Element of the County Comprehensive Plan as follows:

1. Text amendment restoring the Rural Residential FLUM category, which was removed in 2002;
2. Future Land Use Map amendments to change approximately 67,044 acres that were previously designated Rural Residential from Agriculture to Rural Residential;
3. Text amendments, if necessary, to maintain the existing exceptions for parcels described in a deed of record prior to January 28, 1991, family homesteads, and owners of property for 5 years or longer; and
4. Text amendment to abandon the size of ownership or parcel as the basis for establishing density entitlements within the remaining Agriculture- designated areas.

Task 3

CONSULTANT will Conduct research and evaluate the feasibility of a performance-based density bonus system in the Agriculture FLUM category. This type of system would begin with a base density and award density bonus points to proposed developments that include development standards such as:

1. Paved roads;
2. Proximity to shopping, emergency service facilities, parks, schools, etc;
3. Preservation of natural features in excess of those areas required for storm water; management and compliance with Chap. 373, F.S.;
4. Provision of common recreational amenities;
5. Compliance with FDOT access management standards; and
6. Provision of central potable water and soil suitability for septic systems.

I. Data Collection, Analysis, Preparation and Presentation

CONSULTANT will prepare the analysis and recommendations in accordance with Chapters 163 and 373, Florida Statutes; and in accordance with Rules 9J-5 and 9J-11, Florida Administrative Code. CONSULTANT will ensure that methodologies, estimates, and projections regarding issues such as, but not limited to, population are consistent with the COUNTY's.

The CONSULTANT will be responsible for obtaining any information necessary to update and complete the work; however, the COUNTY shall make available to the CONSULTANT data and information necessary for the CONSULTANT to complete the work. Additionally, both the CONSULTANT and the COUNTY shall identify a single person point of contact, and provide the name and contact information for this person no later than one (1) week after execution of the contract.

II. Administrative

The responsibility for meeting public notice requirements, including mailed notices, advertisements and signs as appropriate, for community workshops and public hearings related to this project shall lie with the COUNTY. The COUNTY shall be responsible for preparation, materials and mailing costs for mailed notices. The COUNTY shall also be responsible for scheduling all public meetings and reserving appropriate meeting venues.

The COUNTY shall be responsible for sign-in of persons attending each workshop on forms provided by the COUNTY. CONSULTANT shall maintain and provide the COUNTY with a mailing list of attendees based on sign-in sheets from each meeting, updating said list as necessary throughout the planning process.

The COUNTY shall provide to the CONSULTANT reasonable access to data and staff, and shall provide data in forms acceptable to the CONSULTANT.

DELIVERABLES

Finalized Report, which includes all of the issues identified in Tasks 1 thru 3: five (5) professional quality hard copies each and two (2) digital copy each on CD-ROM in Microsoft Word for Windows format. If applicable, tables, maps and images shall be incorporated into the Word document.

The CONSULTANT will assist the COUNTY with communication and correspondence with DCA and reviewing agencies through the life of the contract.

DEADLINES

The CONSULTANT shall provide to the COUNTY monthly status reports, the format of which are at the sole discretion of the CONSULTANT. The CONSULTANT will provide the final draft of the work no later than March 30, 2008. The CONSULTANT will be available to make revisions to the deliverables up until June 1, 2008.

ATTACHMENT B

COMPENSATION FOR PROFESSIONAL CONSULTING SERVICES

The COUNTY shall pay to the CONSULTANT for professional consulting services satisfactorily performed not to exceed the amount indicated below which includes all direct charges, indirect charges and reimbursable expenses, if any. The indicated fee is for performance of work specified in Attachment 'A' Scope of Services. The below fee schedule is an estimate of time, travel and materials necessary for completion of the work identified in Attachment 'A'; however, this is a fixed sum contract in the amount of \$24,500.00.

Position	Hourly Rate	Hours	Total
Program Administrator	\$75	24	\$1,800.00
Principal Planner	\$70	40	\$2,800.00
Senior Regional Planner / GIS Planner	\$65	250	\$16,250.00

Travel Account

The travel account is based upon the assumption of ten (10) meetings, with an average of 6 hours per meeting (including travel time). GIS planner will not be expected at every meeting.

Position	Hourly Rate	Hours	Total
Program Administrator	\$75	10	\$750.00
Principal Planner	\$70	10	\$700.00
Senior Regional Planner / GIS Planner	\$65	25	\$1,625.00

Travel Rate Per Mile	Total Mileage For All Required Travel	Total Cost For Mileage
\$0.445	400	\$178.00

Materials: Ink, paper, binding, etc: \$400

Total Contract Amount: \$24,500.00