

**CONTRACT APPROVAL FORM**

17 AUG 31 PM 1:59

CS-17-48

(Contract Management Use only)

**CONTRACT TRACKING NO.**

CM2472

**CONTRACTOR INFORMATION**

Name: ULI North Florida

Address: 1000 W. Cypress Creek Rd Ste 650 Fort Lauderdale, FL 33309  
City State Zip

Contractor's Administrator Name: Carolyn Clark Title: District Council Senior Director

Tel#: (904) 486-8256 Fax: \_\_\_\_\_ Email: Carolyn.Clark@ULI.org

**CONTRACT INFORMATION**

Contract Name: ULI Technical Advisory Panel - Western Nassau Contract Value: \$15,500

Brief Description: ULI Technical Advisory Panel to review development in western Nassau County

Contract Dates : From: 9/1/17 to: 1/15/18 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Professional Services

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6**

- 1. [Signature] 8/26/17 PEO  
Department Head Signature Date Submitting Department
- 2. [Signature] 8/28/17 Prof. Serv. 04247515/531025  
Contract Management Date Funding Source/Acct #
- 3. [Signature] 8/30/17  
Office of Management & Budget Date
- 4. [Signature] 8/30/17  
County Attorney (approved as to form only) Date

Comments: \_\_\_\_\_

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

[Signature] 8-31-17  
Shanea D. Jones Date

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

## **Agreement**

### ***Technical Advisory Panel (TAP)***

This Technical Assistance Program Agreement ("Agreement") is entered into this 31 day of August, 2017 (the "Effective Date"), by and between The Urban Land Institute on behalf of the Urban Land Institute, North Florida (hereinafter "ULI") and Nassau County, agency subdivision of the State of Florida ("Agency"). The foregoing entities are collectively referred to herein as the "Parties."

**SERVICES; SCHEDULE OF PERFORMANCE:** The Services to be provided involve a technical assistance panel ("TAP") to be held on November 7 and 8, 2017. The expressed intent of the TAP and the schedule of services to be provided by ULI are more particularly described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. The TAP Scope will concentrate on the Western Nassau County study area, as depicted in **Exhibit B**.

Unless otherwise specified in Exhibit A, services on the TAP shall begin immediately and shall be completed on or about January 15, 2018, unless extended by the parties in writing

**STANDARD OF CARE:** ULI shall perform all services under this Agreement in a skillful and competent manner, consistent with all applicable laws and with the educational mission of ULI. ULI warrants that all TAP work product will not infringe upon the intellectual property rights of any third party

**COMPENSATION:** Compensation for the above TAP services shall be \$15,500. The first installment of \$8,000 will be paid prior to 30 days in advance of the TAP date. The second and final payment of \$7,500 will be paid when the Agency receives the final report (two (2) hard copies, a PDF and any related GIS data delivered in an ESRI compatible format) by January 15, 2018. The maximum indebtedness of Agency for all fees, reimbursable items or other cost pursuant to this Agreement shall not exceed the sum of FIFTEEN THOUSAND FIVE-HUNDRED AND NO/100 DOLLARS (\$15,500.00).

**USE/OWNERSHIP OF WORK PRODUCT:** Any work product arising from the TAP shall be considered a "work made for hire" and shall belong to the Agency, and any ULI recommendations arising out of the TAP may or may not be implemented by the Agency in its discretion. Notwithstanding the foregoing, it is further understood that ULI shall have a non-transferable royalty-free perpetual license to make such non-commercial use of the TAP work product as it may deem desirable, and the Agency hereby specifically agrees that ULI may publish and disseminate any TAP report or any part thereof in conjunction with its programs at any time.

**TERMINATION:** This Agreement may be terminated in the event of a material breach by a party, which breach is not cured within fifteen (15) days after written notice thereof from the non-breaching party. If this Agreement is terminated for any reason prior to completion of the TAP project, ULI shall be entitled to be paid in full for those services adequately completed prior to the notification of termination, and shall refund any portions of the initial payment accordingly. This agreement shall expire in accordance with its terms upon the receipt by Agency of ULI's final report due January 15, 2018, in form and content acceptable to Agency in its reasonable discretion.

**FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration. In the event of such cancellation, ULI shall be paid the reasonable value of the services completed through the date of termination.

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**NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notice for the Agency shall be sent to Taco E. Pope, AICP (tpope@nassaucountyfl.com), Nassau County – Director of Planning & Economic Opportunity, 96161 Nassau Place, Yulee, FL 32097, and notice for ULI shall be sent to the individual who signed the contract using the contact information following their signature. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

**PUBLIC RECORDS AND CONFIDENTIAL INFORMATION:** The Parties acknowledge that the Agency is subject to the Florida Public Records Law (Chapter 119, Florida Statutes) and the Government in the Sunshine Law (section 286.011, Florida Statutes).

**INDEPENDENT CONTRACTOR:** ULI shall act as an independent contractor and not an agent, partner, employee, or joint venturer with the Agency. All payments by the Agency shall be made on that basis and shall be without the withholding of any taxes.

**INDEMNIFICATION:** To the fullest extent permitted by law, ULI shall defend, indemnify and hold the Agency, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising from the negligence or willful misconduct on the part of ULI, officers, directors, employees, subcontractors, or agents in connection with the performance of this Agreement. In no event will ULI be responsible for incidental or consequential damages arising out of the services it provides under this Agreement.

**GOVERNING LAW; VENUE; ATTORNEY'S FEES:** This Agreement shall be interpreted in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Any action brought to interpret or enforce any term of this Agreement shall be brought in a court of competent jurisdiction in the State of Florida. Venue shall be in Nassau County, Florida.

**ASSIGNMENT; AMENDMENT:** Neither party may assign transfer this Agreement or any rights hereunder without the written consent of the other party. This Agreement may not be modified or altered except in writing signed by both Parties hereto. Except to the extent expressly provided for in the termination paragraph above, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS:** This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

**NO WAIVER:** None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**SEVERABILITY:** In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

**EXHIBITS:** The exhibits to this Agreement are incorporated by reference herein, and the Parties agree to comply with all of the terms and conditions set forth in such exhibits. To the extent that there is a conflict between an exhibit and this Agreement, the terms of this Agreement shall control.

**COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the Effective Date.

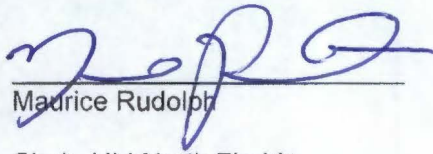
**THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Agreement.

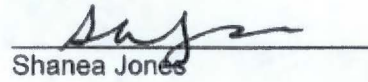
**[Remainder of page left intentionally blank; signatures on following pages.]**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties by their authorized representatives have executed this Agreement.

ULI – The Urban Land Institute, on behalf of

Nassau County, Florida ULI North Florida

  
Maurice Rudolph

  
Shanea Jones

Chair, ULI North Florida

County Manager, Nassau County, Fl

Attest: M. Rudolph

Attest: S. Robertson

Print Name: Maurice Rudolph

Print Name: Sabrina Robertson

## **EXHIBIT A**

### **Scope of Work**

#### **TAP Scope/Narrative:**

Nassau County engaged the ULI North Florida District Council to convene a Technical Assistance Panel (TAP) for the purpose of studying western Nassau County, an area progressively burdened by a sprawling automobile oriented development pattern that has failed to deliver fiscal sustainability, economic opportunity, and, most disheartening, is threatening the rural character and lifestyle the citizens of western Nassau value. As northeast Florida surges out of the great recession, development pressure extending from eastern Nassau County and western Duval County place west Nassau in the crosshairs of exploitation.

As so eloquently stated by Nancy Duarte, "The future is not somewhere you go but rather something you create". The question is – Who will be the creator? Will it be those who seek only to devour the country side with no other intention than maximizing profits or, in the alternative, will the creator be those who call western Nassau home? Those families who have worked the land for last 150 years, those who fled other jurisdictions in search of a rural character that was lost, those who cherish the natural amenities and hold dear the quality-of-life that rural Nassau provides.

If not actively nurtured and protected by the citizens of western Nassau, the country side that is greatly endeared will become unrecognizable. It will follow the fate of so many other rural communities across Florida – a fate that destroys any remanence of rural character and uniqueness – a fate that strips away community identity and leaves behind a forgotten place, simply space on the landscape of 'anywhere USA' that one passes through to get from one identifiable destination to another.

However, unlike many coastal communities in Florida, western Nassau still has the opportunity to change the narrative and maintain the quality-of-place that begets the quality-of-life that is desired by all. The citizens of western Nassau must take charge of the narrative and provide the context in which the community's maturation process will proceed. The citizens of western Nassau must seek to partner with those who understand the character of the area and will commit to a shared pursuit of the common good – those who desire to bring quality jobs and economic opportunity that raise up the community not tear it down – those who are committed to fiscally responsible development programs - those who are committed to creating lasting public value – those who desire to create a quality-of-place and quality-of-life that maintains the character of a rural lifestyle.

#### **The goals of the TAP are to:**

1. Identify methods/incentives/policies by which the rural lifestyle/ambiance of western Nassau can be preserved while simultaneously providing community services, amenities and economic opportunities.
2. Identify methods/incentives/policies to promote fiscally responsible development patterns with a people first agenda.
3. Identify methods/incentives/policies that place a priority on creating a sense of place and community, and discourages sprawling, unsustainable automobile oriented development patterns.
4. Identify methods/incentives/policies to direct development away from prime agricultural lands and environmentally sensitive areas.
5. Identify methods/incentives/policies to promote high-wage job creation, economic development and supporting services in balance with preserving the rural nature of the area.
6. Identify methods/incentives/policies that promote an efficient multi-modal transportation network in western Nassau which supports more sustainable development patterns.

**Panel Questions are:**

1. What is the best planning strategy(ies) to prevent unsustainable, sprawling development patterns west of I-95 in Nassau County, and by extension, method(s)/strategy(ies) for reaching a unified vision for western Nassau?
2. What development patterns in rural and transitioning areas have proven to be fiscally sustainable in other similarly situated jurisdictions and how can they be adapted for west Nassau?
3. What methods/strategies/policies have had higher success rates for promoting sustainable rural community design and how can they be adapted for west Nassau?
4. As follow-up to question 3, western Nassau is comprised of expansive floodplains associated with the St. Marys River basin and Nassau River basin. What methods/strategies/policies have had higher success rates in promoting proper floodplain management through rural community design?
5. What are the characteristics of a model rural village center and, by extension, what are the varying types of village centers that may prove applicable in western Nassau?
6. Follow up to Question 5, what is the proper ratio of land uses/intensities/densities within the varying village center types to promote sustainable compact mixed-use centers given western Nassau's position juxtaposed to the greater Jacksonville MSA?

**Day 1 Location for All Activity:**

Nassau County BOCC Chamber  
96135 Nassau Place  
Yulee, FL 32097

**Day 1 Staff Presentation:**

Taco E. Pope, AICP – Planning and Economic Opportunity Director  
Justin Stankiewicz – Office of Management and Budget Director/Asst. County Manager  
J. Scott Herring, PE – Public Works Director

**Day 1 Interview Elected Officials/Greater Nassau Chamber of Commerce**

George Spicer, or designee – County Commissioner District 4  
Justin Taylor, or designee – County Commissioner District 5  
Mayor Robert Rau, or designee- Town of Callahan  
Mayor Cris McConnell, or designee - Town of Hilliard  
Kathy Burns, or designee - School Board Superintendent  
Daveda Smith Newsome, or designee – Executive Director of the Greater Nassau Chamber of Commerce

**Day 1 Meeting with County Manager and Applicable Department Heads/Non-elected Officials**

Shanea Jones – County Manager  
Justin Stankiewicz – Office of Management and Budget Director/Asst. County Manager  
Michael S. Mullin, Esq. – County Attorney  
J. Scott Herring, PE – Public Works Director  
Taco E. Pope, AICP – Planning and Economic Opportunity Director

**Day 2 Available Technical Staff**

Justin Stankiewicz – Office of Management and Budget Director/Asst. County Manager  
Scott Herring, PE – Public Works Director  
Taco E. Pope, AICP – Planning and Economic Opportunity Director

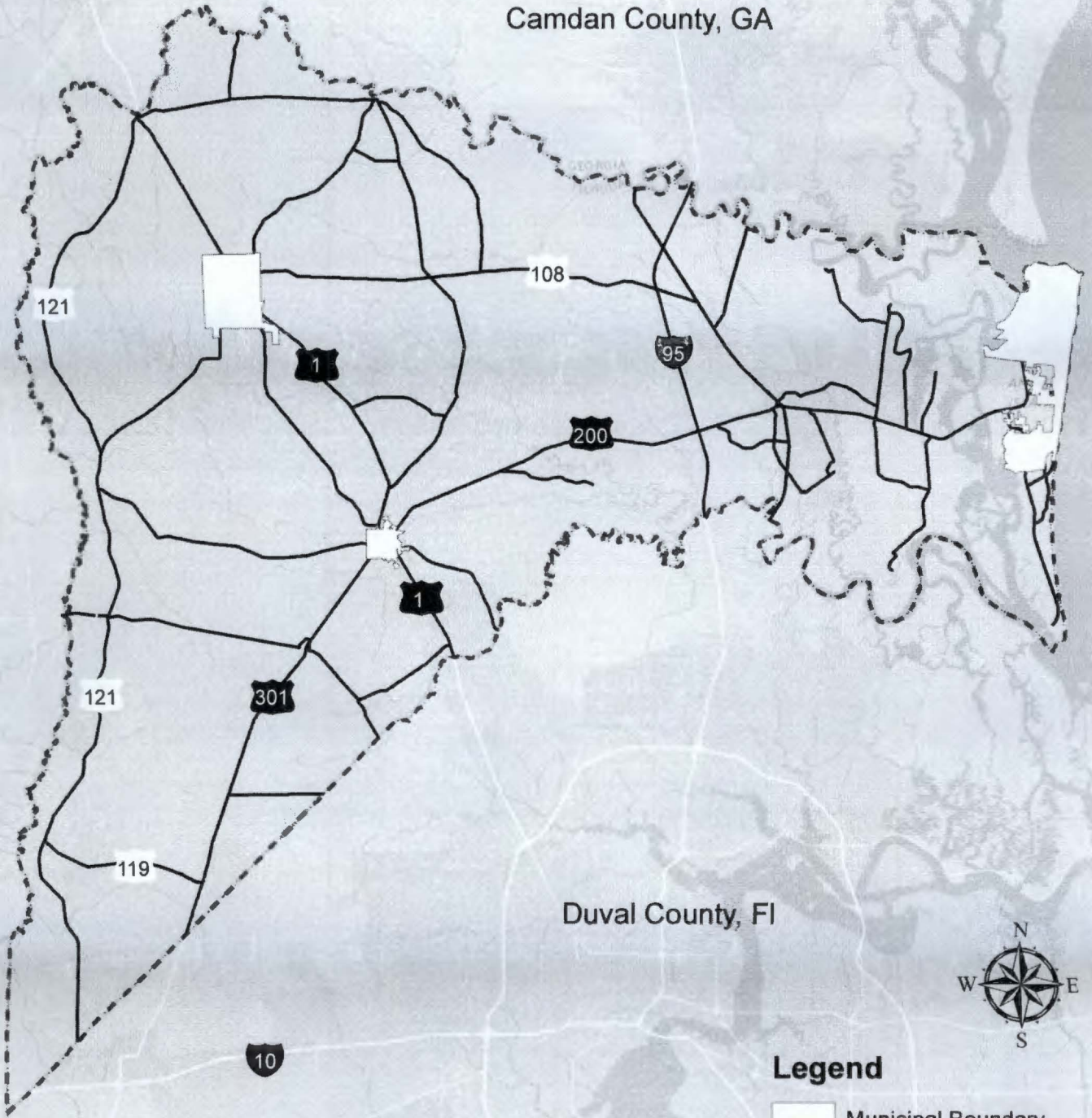
**Day 2 Town-hall Meeting Location**

Nassau County Fair Grounds Multi-purpose Building  
543350 US Hwy 1  
Callahan, FL 32011



Camdan County, GA




CUMBERLAND ISLAND



Duval County, FL



**Legend**

-  Municipal Boundary
-  ULI TAP Study Area
-  Nassau County Boundary

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community.

*Western Nassau County*  
 ULI TAP Study Area - Exhibit B of Agreement



NASSAU COUNTY  
 DEPARTMENT OF PLANNING  
 AND ECONOMIC OPPORTUNITY  
 FLORIDA