



Northeast Florida Regional Planning Council

Baker • Clay • Duval • Flagler • Nassau • Putnam • St. Johns

9143 Phillips Highway, Suite 350, Jacksonville, Florida 32256

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CONTRACT BETWEEN NASSAU COUNTY AND THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL FOR COMPLETION OF SPECIFIC COMPREHENSIVE PLANNING RELATED TASK

This agreement describes the specific work to be performed by the Northeast Florida Regional Planning Council (NEFRPC) that is necessary in order to provide basic planning materials required by Nassau County to meet its legal obligations under Chapter 163, Florida Statutes and Chapter 9J-5, Florida Administrative Code.

I. SCOPE OF SERVICES

TASK 1. Develop an up-to-date and complete copy of the Nassau County Comprehensive Plan and Future Land Use Map (FLUM).

The NEFRPC will review all sources of data and information (DCA, NEFRPC, and Nassau County) and develop a conformed copy of the Nassau County Comprehensive Plan. This conformed copy will incorporate all adopted amendments to the Comprehensive Plan from the Stipulated Settlement Agreement between the County and DCA until the present.

The NEFRPC will deliver to Nassau County two (2) hard copies of the Comprehensive Plan and one (1) electronic version of the Comprehensive Plan. The electronic version will be in Word Perfect 6.1. The NEFRPC will deliver to Nassau County two (2) hard copies of large scale Future Land Use Map and one (1) electronic version of the FLUM. The map scale for the hard copies and electronic version will be 1 in.=24,000 ft. The hard copy of the FLUM will be plotted at a scale of 1 in. = 1 mile for the mainland and 1 in. = ½ mile for Amelia Island. The FLUM will be presented on four sheets; three sheets to cover the mainland with Amelia Island on its own sheet. The electronic version will be in AutoCAD 12.0.

Task 1 will be delivered to Nassau County within two (2) months of execution of this contract by both parties.

COST OF COMPLETING TASK 1: \$3,475.00

TASK 2. Develop an operable Concurrency Management System utilizing format previously delivered to Nassau County by the NEFRPC.

The NEFRPC will identify existing conditions for concurrency purposes for traffic circulation, potable water, wastewater, solid waste, drainage, and parks/recreation/open space. The NEFRPC will identify capacity commitments to the system where appropriate, and compare these to the adopted LOS. Recommendations for capacity enhancements will be made to Nassau County based on this comparison.

The NEFRPC will deliver to Nassau County a computerized concurrency management system based on the previously delivered concept contained in Appendix A of the adopted Nassau County Capital Improvements Element. This concurrency management system will contain existing conditions, capacity commitments, and adopted level of service, and will address transportation, solid waste, potable water, wastewater, drainage, and recreations systems.

The NEFRPC will provide Nassau County staff a maximum of sixteen (16) hours of training on implementation of the concurrency management procedures that are developed under this Task.

The NEFRPC will deliver to Nassau County one (1) hard copy of the concurrency management procedures within three (3) months of execution of this contract by both parties. The staff training will be completed within in a time frame mutually agreeable to both parties.

COST OF COMPLETING TASK 2: \$10,970.00.

TASK 3. Revise and develop the Nassau County Zoning Code to incorporate changes and bring the zoning code consistent with the adopted Nassau County Comprehensive Plan, and develop Zoning Maps based upon revise Zoning Code.

- A. The NEFRPC will review the adopted Nassau County Comprehensive Plan and revise the County's Zoning Code to conform with the adopted Comprehensive Plan. This will include the revision of existing County ordinances that do not address new requirements imposed by the adopted County Comprehensive Plan. The draft Zoning Code will be prepared in the Model Code format and will be presented for adoption through the Nassau County Planning and Zoning Commission to the Nassau Board of County Commissioners for adoption.

Staff of the NEFRPC will attend a maximum of two (2) meetings or workshops of the Planning and Zoning Commission and a maximum of two (2) meetings of the Board of County Commissioners for the adoption of the conformed County Zoning Code (This includes public hearings). The NEFRPC will be reimbursed for any meetings or workshops in addition to the meetings identified above that the County desires for this task. The amount of reimbursement will be mutually agreed upon by both parties of this contract, prior to the NEFRPC participation in the meetings.

The NEFRPC will provide a draft copy of the revised Zoning Code to each member of the Planning and Zoning Commission, the County Planning Department and County Attorney within four (4) months from the date of execution of this contract by both parties. Any changes to the draft revised Zoning Code as a result of the Planning and Zoning Commission will be provided to the County within fifteen (15) work days after the meeting.

The NEFRPC will provide a copy of the draft revised Zoning Code which incorporate all changes recommended by the County Planning and Zoning Commission to the Board of County Commissioners within fifteen (15) working days of the completion of the Planning and Zoning Commissions Hearing. The NEFRPC will provide each County Commissioner, the Planning Department, and the County Attorney with a copy of the draft revised Zoning Code within this time frame.

Within fifteen (15) working days after final adoption of the Zoning Code by the Board of County Commissioners, the NEFRPC will provide Nassau County with three (3) hard copies and one (1) electronic version of the adopted County Zoning Code. The electronic version will be in Word Perfect 6.1.

- B. Upon adoption of the County Zoning Code by the Board of County Commissioners, the NEFRPC will create a set of maps on which the generalized future land use from the adopted FLUM will be identified along with appropriate zoning categories from the adopted Zoning Code. The base map for this task will be a set of County supplied Property Appraiser Maps. The completion of this task will result in the hand assigned zoning classifications that are consistent with the adopted Zoning Code onto a copy of the County Property Appraiser Maps.

A draft copy of these maps will be submitted through the County Planning and Zoning Commission to the Board of County Commissioners for adoption within two (2) months of the adoption of the Zoning Code by the Board of County Commissioners. One (1) set of the adopted maps will be provided to Nassau County within (fifteen) 15 working days after final adoption by the Board of County Commissioners.

COST OF COMPLETION OF TASK 3: \$21,485.00.

TASK 4. Develop Land Development Regulation Ordinances required by Section 163.3202, Florida Statutes, that are consistent with and implement the adopted Nassau County Comprehensive Plan.

The NEFRPC will develop new ordinances for Nassau County which address Comprehensive Plan requirements and issues which have not previously been addressed in County ordinances. These new ordinances will include: subdivision regulations, access and traffic circulation, historic preservation, tree ordinance, wetland ordinance, wellhead protection, and concurrency management. Each of these areas will be presented in separate ordinance for review through the Planning and Zoning Commission and review and adoption by the Board of County Commissioners.

Staff of the NEFRPC will attend a maximum of two (2) meetings or workshops of the Planning and Zoning Commission and a maximum of two (2) meetings of the Board of County Commissioners for the adoption of the Land Development Regulations (The two (2) meetings is inclusive of public hearings). The NEFRPC will be reimbursed for any meetings or workshops in addition to the meetings identified above that the County desires for this task. The amount of reimbursement will be mutually agreed upon by both parties of this contract, prior to the NEFRPC participation in the meetings.

The NEFRPC will provide a draft copy of all ordinances developed under this Task to each member of the County Planning and Zoning Commission within one (1) month of the adoption of the Nassau County Zoning Code (Established in Task 3 of this contract). Any changes to the draft ordinances as a result of the Planning and Zoning Commission will be provided to the County within fifteen (15) work days after the meeting.

The NEFRPC will provide a copy of the draft ordinances developed under this Task, which incorporate all changes recommended by the County Planning and Zoning Commission, to the Board of County Commissioners within fifteen (15) working days of the completion of the Planning and Zoning Commissions Hearing. The NEFRPC will provide each County Commissioner, the Planning Department, and the County Attorney with a copy of each of the draft ordinances within this time frame.

Within fifteen (15) working days after final adoption of all the ordinances by the Board of County Commissioners, the NEFRPC will provide Nassau County with three (3) hard copies and one (1) electronic version of each of the adopted ordinances. The electronic version will be in Word Perfect 6.1.

COST OF COMPLETING TASK 4: \$9,250.00.

II. PERIOD OF PERFORMANCE

The work described in this contract shall be conducted as follows:

- | | |
|--------|--|
| Task 1 | Within two (2) months of execution of this contract |
| Task 2 | Within three (3) months of execution of this contract |
| Task 3 | Draft to Planning and Zoning Commission within four (4) months of execution of this contract. Completion of Task 3 is dependent on the scheduling and holding of workshops and public hearings by Nassau County. |
| Task 4 | Draft to Planning and Zoning Board within one (1) month from final adoption of Task 3 by Nassau County. Completion of Task 4 is dependent on the scheduling and holding of workshops and public hearings by Nassau County. |

III. SCHEDULE OF PAYMENTS

The total budget for the Tasks described in this contract is \$45,180 and is proposed to be contracted for on a lump sum basis. Nassau County will pay the Northeast Florida Regional Planning Council \$10,000.00 at the completion of and delivery to the Nassau County Planning Department the conformed up-to-date County Comprehensive Plan and Future Land Use Map identified as the work product under Task 1. Nassau County will remit to the Northeast Florida Regional Planning Council the remaining \$35,180.00 for services under this contract as follows:

October 15, 1995	\$20,000.00
Completion of all Tasks	\$15,180.00

IV. 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 in the Scope of Services as set forth in Section 1. The NEFRPC shall be compensated for such additional services as agreed upon by both parties.

V. RESPONSIBLE CONTACTS

The name, address and telephone number of the contact for the Northeast Florida Regional Planning Council is:

Name: Michael Brown, Director of Planning

Address: 9143 Phillips Highway, Suite 350
Jacksonville, Florida 32256

Telephone: (904) 363-6350

The name, address and telephone number of the County Representative for Nassau County for this contract is:

Name: Ms. Lessie Mosher

Address: 2290 State Road 200
Fernandina Beach, Florida 32234

Telephone: (904) 356-6670

All written or verbal communications transmitting instructions or receiving information regarding the execution of this contract shall be between or at the request of these contact persons.

VI. 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.

VII. TERMINATION OF CONTRACT

This contract 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 30 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.

VIII. CONTROLLING LAW

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

IX. 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.

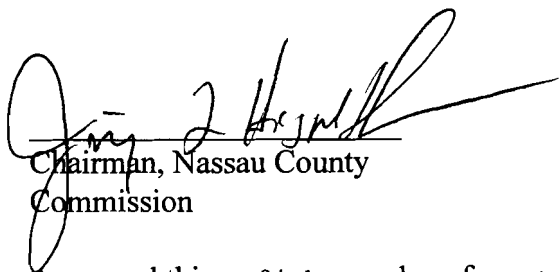
CONTRACT SIGNATURES AND DATE

IN WITNESS THEREOF, the parties hereto have caused this Page contract to be executed by the undersigned officials as duly authorized. Execution of this contract is the latest date on which it is signed by either party.

Signed this 10th day of May, 1995



Brian D. Teeple
Executive Director



Chairman, Nassau County
Commission

Approved this 24th day of April, 1995

ATTEST: 



Northeast Florida Regional Planning Council

Baker • Clay • Duval • Flagler • Nassau • Putnam • St. Johns

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May 12, 1995

Mr. T.J. Greeson
Clerk of Courts Nassau County
Post Office Box 456
Fernandina Beach, Florida 32035-0456

Mr. Greeson,

Enclosed is the fully executed original contract for the completion of Specific Comprehensive Planning Related Tasks. This fully executed agreement is being returned to your office pursuant to your May 4, 1995, letter.

Please send a certified fully executed copy of this contract to the Northeast Florida Regional Planning Council at your earliest convenience. If you have any questions, please feel free to contact me.

Sincerely,

Michael Brown
Director of Planning

cc: Beth Kittrell, Deputy Clerk w/o enclosure

MB/



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
John A. Crawford	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
Chris Kirkland	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

April 13, 1995

T.J. "Jerry" GREESON
Ex-Officio Clerk

VIA FAX TRANSMITTAL

MICHAEL S. MULLIN
County Attorney

Mr. Michael Brown
Director of Planning
N.E. Fla. Regional Planning Council
9143 Phillips Highway
Suite 350
Jacksonville, FL 32256

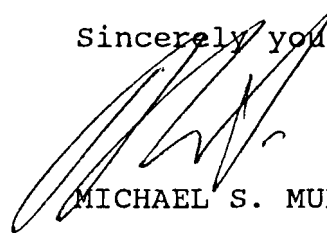
RE: Agreements for Planning

Dear Mike:

I am in receipt of your letter dated April 2, 1995, and the agreements that you provided.

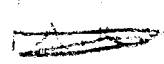
I will take the agreements to the Board at their meeting on April 24, 1995.

Sincerely yours,


MICHAEL S. MULLIN

MSM/am

4/13/95
Joyce Griggs attached
Ann


Send to
Luan

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

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