

**CONTRACT BETWEEN NASSAU COUNTY
AND
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL
FOR UPDATING THE NASSAU COUNTY FEE SYSTEM**

The following Agreement between Nassau County and the Northeast Florida Regional Planning Council (NEFRPC) entered into 10-24-94, 1994, authorizes the NEFRPC staff to update and prepare impact fee recommendations for each of the following five facility types: transportation, administrative space, fire protection/emergency medical services, police protection, and parks and recreation. The development of the five impacts fees above will be based upon the following general methodology: the compilation and review of current facility inventories; the assessment of future needs and existing deficiencies based upon LOS standards for each facility; and allocation of a proportionate, or fair-share of facility costs to future growth and development. The specific tasks to be performed pursuant to this contract for each of the impact fee categories are set forth below and incorporated as part of this Agreement.

I. Scope of Services

A. Transportation

1. Establish Major Road Network

- a. Determine County road network to constitute the Major Roadway network for which capacity improvements could be funded through the transportation impact fee system.
- b. Inventory all available counts, including but not limited to, FDOT traffic count data, DRI annual report traffic counts, and special studies traffic counts. Determine those roadway segments on the Nassau County Roadway Network for which counts are necessary.

2. Review and Modify Impact Fee Parameters

- a. Trip rate, average trip length, and diversion factor data will be reviewed and, if determined to be necessary, modified to reflect more current available information in calculating the proportionate demand for all uses to be included in the impact fee schedule.
- b. Adjust LOS standards and service volumes to reflect most current updated FDOT standards for all roadways on the State Highway System, and County standards for those County roadways on the Major Roadway network. This information then is used as input for determining required new lane miles.
- c. Estimate construction and right-of-way costs per mile of improvements scenario developed in the transportation improvement plan pursuant to (d) above. Formulate total

road costs needed to address expected deficiencies on the roadway network as a result of new development.

2. Expand Number of Land Use Categories
 - a. The number of land uses within the Nassau County Transportation Impact Fee is limited. These categories will be expanded using the ITE Trip Generation Manual, 5th Ed., and other available sources in order to provide a more accurate listing of uses for determining the appropriate impact fee.
3. Review and Update Roadway Finance Credits
 - a. Modify Nassau County gas tax data and FDOT revenue allocation to reflect latest capital improvement funding resources available to determine credit against impact fee to be attributed to developer.
 - b. Determine net and present value of gas tax to be paid for a bonding or financing period.
4. Cost Allocation
 - a. Roadway improvement costs calculated above will be allocated to each of the categories of development according to the proportionate demand calculated above.
5. Impact Fee Determination
 - a. Impact fee will be calculated based on the cost allocation calculated above. Proportionate share impact fees are less than or equal to the net fiscal impact. To determine the net impact cost, a reduction is made for credits based on gas tax calculations. Adjustments to the impact fee and the percentage charged to land uses shall be made at the direction of the County Commission.

B. Administrative Space

1. Inventory Existing Public Building Space and Develop Costs
 - a. Through consultation with Nassau County, review and update inventory of public building square footage used in calculation of original impact fee, use of buildings, and the general location of each.
 - b. Update and calculate total value of public building space as necessary through analysis of cost/square footage ratios used in original analysis.
2. Assess Standards for Administrative Space
 - a. Update functional population and review original methods for

equitably allocating costs through determining the number of persons expected to utilize administrative space per land use activity.

3. Calculate Revenue Credit
 - a. General taxation credits will be calculated and allocated as appropriate to avoid double charging new development for the costs of providing additional administrative space.
4. Allocate Administrative Space Costs
 - a. Administrative building costs found under B.1.b will be allocated to each unit of development according to its proportionate demand calculated in B.2.a.

C. Police Protection

1. Calculate Existing Demand and Develop Costs
 - a. Inventory number of vehicles by type, support equipment, stations, substations, and other capital items.
 - b. Analyze cost calculations and update as necessary for the capital facilities inventory.
2. Establish Standard for Police Protection
 - a. Review all available County records to develop a standard of calls for service to capital facilities inventory.
3. Develop Revenue Credit for Existing Funding
 - a. Analyze existing non-impact fee revenue sources to determine whether the 25 percent reduction used in existing police protection calculation should be modified.
4. Develop Cost Allocation for Police Protection and Impact Fee
 - a. Based on any modifications to inventory costs and new standard for capital facilities inventory, calculate cost allocation per unit for police protection costs. Apply revenue credit to calculate appropriate impact fee.

D. Fire Protection/Emergency Medical Services

1. Calculate Existing Demand and Develop Costs
 - a. Inventory number of vehicles by type, support equipment, stations, substations, and other capital items.
 - b. Analyze cost calculations and update as necessary for the capital facilities inventory.
2. Establish Standard for Fire Protection/EMS
 - a. Review all available County records to develop a standard of calls for service to capital facilities inventory.
3. Develop Revenue Credit for Existing Funding
 - a. Analyze existing non-impact fee revenue sources to determine whether the 25 percent reduction used in existing fire protection/EMS calculation should be modified.
4. Develop Cost Allocation for Fire Protection/EMS and Impact Fee
 - a. Based on any modifications to inventory costs and new standard for capital facilities inventory, calculate cost allocation per unit for fire protection/EMS costs. Apply revenue credit to calculate appropriate impact fee.

E. Parks and Recreation

1. Determine Existing Inventory and Cost
 - a. Review Recreation and Open Space Element in Comprehensive Plan to determine number of park acres per park type and number and type of recreational facilities. Review LOS standard for parks and recreation adopted in Element or modify if necessary and upon direction from the Nassau County Planning Department to establish level of service for impact fee calculation.
 - b. Determine costs of existing facilities, including land costs and facility costs.
2. Determine Standard for Parks and Recreation
 - a. Using standards from the County's Recreation and Open Space Element, determine LOS standards for all recreation components, basing service demand on population. Determine separate standards for parks and park facilities to allow the County to establish impacts fees for facilities, land, or both.

3. Determine Applicable Credit
 - a. Determine other available revenues in the County which are earmarked for parks and recreation facilities, i.e., Port funds, etc.
4. Develop Cost Allocation and Impact Fee
 - a. Based on the costs of recreational facilities determined above and the unit standard for which parks and recreation facilities are provided, determine costs per unit. Apply credit to the cost in determining the appropriate impact fee.

F. Meetings

- a. The NEFRPC staff will attend up to three public meetings to present the findings of the study and the recommendations for any modified fee schedule/new impact fees. Additionally, a maximum of one meeting per fee type be conducted as necessary with County staff to exchange data, discuss recommendations, and provide preliminary results.

II. Schedule of Deliverables

All work leading to the completion of the impact fee study will be completed on or before May 1, 1995. The Transportation Impact Fee Study will be completed on or before February 15, 1995. Public meetings will be conducted following submittal of the draft study to Nassau County staff at regularly scheduled County hearings. A progress report on the Transportation Impact Fee will be provided on December 15, 1994; with a progress report submitted for the other elements on February 1, 1995, with results of work in progress for review by Nassau County.

III. 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 law, shall be incorporated as written amendments to this Agreement. Any additional compensation shall be agreed upon by both parties.

B. Additional Services

If authorized in writing by Nassau County, the NEFRPC shall furnish additional services which are not provided for in the Scope of Services set forth above, or which are not considered normal of customary basic services; such services are to be paid for as agreed upon by both parties.

IV. Specific Council Responsibilities

- A. Provide the County with updates on progress as requested.
- B. Provide the County with a completed Transportation impact fee study (Task A above) on or before February 15, 1995. Provide the County with the completed impact fee study for the other components (Tasks B through E above in Scope of Services) on or before May 1, 1995.
- C. Attend all public hearings as specified in this Agreement to present findings and recommendations contained in the Impact Fee Study.

V. Specific Nassau County Responsibilities

- A. Make available all pertinent County data, resources, and other necessary information to NEFRPC staff as required to complete the tasks specified in the Scope of Services above.
- B. Designate a person to act as the Nassau County representative with respect to the services to be rendered under this contract. Such person will have authority to transmit instructions, receive information, and interpret and define Nassau County's policies relative to this agreement.
- C. Provide adequate notification of the time and location of all meetings that NEFRPC staff is requested to attend.

VI. Notice and Content

- A. The name, address, and telephone of the Contract Manager for the NEFRPC for this contract is:

Name: T. J. "Jerry" Greeson, Ex-Officio Clerk
Address: Post Office Box 1010
Fernandina Beach, FL 32035-1010
Telephone: (904) 321-5700

- B. The name, address and telephone of the County representative for Nassau County for this contract is:

Name: T. J. "Jerry" Greeson, Ex-Officio Clerk
Address: Post Office Box 1010
Fernandina Beach, FL 32035-1010
Telephone: (904) 321-5700

- C. 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.

VII. Project Costs

The estimated project costs for completing the above Scope of Services is provided as specified herein. The total project costs for each component of the impact fee study shall not exceed the following amounts under this Agreement:

- A. Transportation \$23,000
- A.1 Traffic Volume Data Collection \$10,000
- B. Administrative Space \$ 7,000
- C. Police Protection \$ 6,000
- D. Fire Protection/Emergency Medical Services \$ 6,600
- E. Parks and Recreation \$ 4,800

The total specified above does not include a legal review fee of \$12,000. The legal review fee will be paid by Nassau County for the service of an attorney to be selected upon mutual agreement between the two parties of this agreement for review of the final draft of the recommendation.

VIII. Schedule of Payments

The contract fee of \$57,400 for work completed under this Agreement shall be remitted as follows:

- a. \$10,000 for traffic data collection due November 30, 1994
- a. \$11,300 due January 1, 1995
- b. \$11,300 due February 15, 1995
- c. \$11,400 due March 15, 1995
- d. \$11,400 due April 30, 1995
- e. \$ 2,000 due following last meeting under this Agreement.

\$57,400 TOTAL

IX. Records

The NEFRPC 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 Agreement for three (3) years from the date of final payment under the Agreement for inspection and/or audit by the County or other pertinent public agencies.

X. Termination of Agreement

- A. In the event of a termination of this Agreement without cause by Nassau County, the County shall be responsible to cover the cost of the NEFRPC up to twenty percent of the cost incurred as of the date of said termination. 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 Agreement through no fault of others.
- B. Without waiving its right to terminate this Agreement, Nassau County may delay, withhold or adjust payments under this Agreement, or the NEFRPC may delay or withhold its services in an attempt to give each party an opportunity to fulfill its obligations or correct any violation of this contract. The NEFRPC reserves the right to complete such analyses and records as are necessary to place their files in order, and where considered by them as necessary to protect their professional reputation, to complete a report on the services performed to date.
- C. In the event of termination, copies of all finished or unfinished documents, data, correspondence, reports, and maps prepared by the NEFRPC staff under this Agreement shall be delivered to Nassau County.

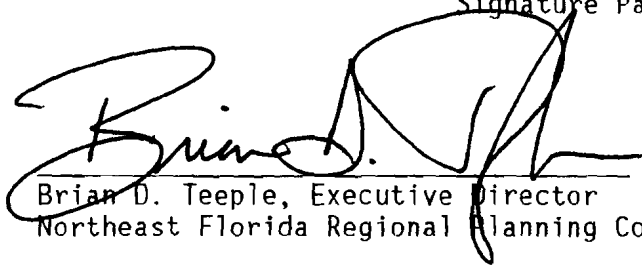
XI. Controlling Law

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

XII. Successors and Assigns

- A. NEFRPC and Nassau County each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants and obligation of this Agreement.
- B. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than NEFRPC and Nassau County.

Signature Page



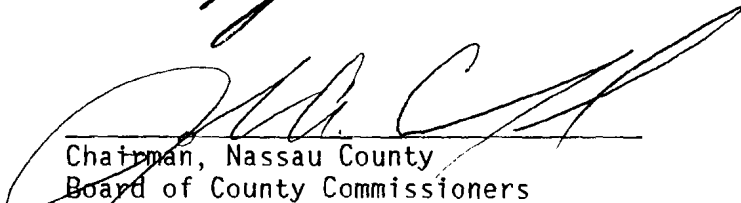
Brian D. Teeple, Executive Director
Northeast Florida Regional Planning Council

11/9/94
Date

ATTEST:

Witness: 

10-24-94
Date

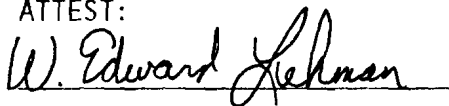


Chairman, Nassau County
Board of County Commissioners

10-24-94
Date

Approved this 4th day of November, 1994.

ATTEST:



11-4-94
Date

7 5
P 2 4



Northeast Florida Regional Planning Council


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9143 Phillips Highway, Suite 350, Jacksonville, Florida 32256

(904)363-6350 FAX (904) 363-6356

Suncom 874-6350 Suncom FAX 874-6356

M E M O R A N D U M

Date: January 13, 1995
To: Joyce Bradley, Office of the Clerk
From: Rudy Marchese, Chief, Technical Assistance 
RE: Executed SHIP Contract

=====
Thank you for moving this contract along so expeditiously. Attached is a signed copy of the contract.

We look forward to receiving a certified copy from your office in the near future.

Thank you for your assistance in this matter.

RM:fc

Enclosure

AMENDMENT #1

CONTRACT BETWEEN NASSAU COUNTY
AND THE
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL,
TO EXTEND THE CURRENT CONTRACT
FOR ADMINISTRATION OF THE NASSAU COUNTY SHIP PROGRAM

The agreement described herein has been prepared in accordance with Section II Changes or Additions to the Scope of Services presented in the original contract signed by both parties on April 12th and 16th 1992. The purpose of Amendment #1 is to extend the period of performance of the originally executed contract through Fiscal Years 1994-95 and 1995-96.

In addition, Amendment #1 shall provide for the Northeast Florida Regional Planning Council to administer two (2) new programs acquired by Nassau County (the FloridaFix and U.S. HUD Section 8 Rental Certificate Program); both programs having been brought into the County through efforts of the Northeast Florida Regional Planning Council.

I. Scope of Services

SHIP Program

The Northeast Florida Regional Planning Council shall provide materials, travel costs and 650 man-hours of effort per Fiscal Year in fulfilling program requirements as defined in Rule 9I-37 FAC for administration of the SHIP Program. Administrative tasks include seeking and qualifying program participants, maintaining program records and preparing all reports required by the above noted Rule. In addition, the NEFRPC staff shall commit up to 390 man-hours per Fiscal Year to fulfill responsibilities associated with non-administrative efforts which include site surveys to determine eligible emergency repairs or rehabilitative work, coordination with contractors to perform (and subsequently inspect) required work and coordination with lending institutions to prepare mortgage packages.

FloridaFix Program

The Northeast Florida Regional Planning Council shall provide materials, travel costs and 270 man-hours of effort per Fiscal Years 1994-95 and 1995-96 in fulfilling program requirements as defined in Rule 9B-55 F.A.C. and Nassau County FloridaFix Contract #95FF-67-02-47-18-026 with the Department of Community Affairs. All FloridaFix emergency repair and weatherization work shall be conducted as an extension of work completed under the Nassau County SHIP Program.

U.S. HUD Section 8 Rental Certificate Program

The Northeast Florida Regional Planning Council shall provide Materials, travel costs and 390 man-hours of effort per Fiscal Years 1994-95 and 1995-96 in fulfilling the administrative requirements of the Nassau County/U.S. HUD Section 8 Rental Certificate Program, Project Number FL29-E148-001, Annual Contributions Contract (ACC).

II. Period of Performance

Work performed under Amendment #1 shall commence August 1, 1994 and continue through October 1, 1996.

III. Schedule of Payments

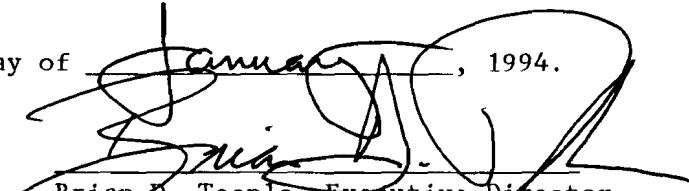
Payment for services performed by NEFRPC staff on the three (3) above listed "Affordable Housing" Programs shall be made by the County to the NEFRPC in accordance with the Schedule shown in "Attachment A" and as permitted by U.S. HUD and the Florida Department of Community Affairs under Nassau County contracts with these agencies.

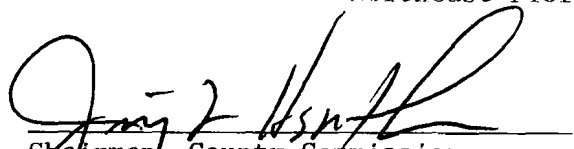
IV. Additional Conditions

Upon executing Amendment #1 by both parties, all other conditions of the original Nassau County/NEFRPC contract remain in effect.

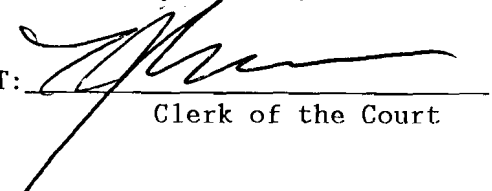
Contract Signatures and Date

IN WITNESS THEREOF, the parties hereto have caused this 4 page contract to be executed by their undersigned officials as duly authorized.

Signed this 13th day of January, 1994.

Brian D. Teeple, Executive Director
Northeast Florida Regional Planning Council


Chairman, County Commission
Nassau County

Approved this 9th day of January, 1995.

ATTEST: 
Clerk of the Court

ATTACHMENT A
SCHEDULE OF PAYMENTS
(Fiscal Year 1994-1995)

I. Nassau County SHIP Program

	<u>Date</u>	<u>Sub-total</u>
A. Administrative Fee	November 1, 1994	\$17,912.13
	March 1, 1995	5,000.00
	June 30, 1995	2,087.87
		\$25,000.00
B. Operational Expense	January 1, 1995	\$ 3,500.00
3% of Construction Costs	May 1, 1995	3,500.00
		\$ 7,000.00
		TOTAL \$32,000.00

II. FloridaFix Program

A. Administrative Fee	January 1, 1995	\$ 3,045.00
	April 1, 1995	2,000.00
		\$ 5,045.00
B. Operational Expense	June 30, 1995	\$ 1,873.00
C. Implementation Expense	June 30, 1995	\$ 1,888.00
D. Training & Technical Assistance	June 30, 1995	\$ 598.00
		TOTAL \$ 9,404.00

III. U.S. HUD Section 8 Certificate Program

A. Preliminary Expense	January 1, 1995	\$ 2,225.00
B. Administrative Fee	March 30, 1995	\$ 3,500.00
	June 30, 1995	3,500.00
	Sept 30, 1995	3,803.50
		\$10,803.00
C. Hard-to-House Fee	June 30, 1995	\$ 90.00
		TOTAL \$13,118.50

ATTACHMENT A (continued)

SCHEDULE OF PAYMENTS
(Fiscal Year 1995-1996)

I. Nassau County SHIP Program

	<u>Date</u>	<u>Sub-total</u>
A. Administrative Fee	November 1, 1995	\$17,912.13
	March 1, 1996	5,000.00
	June 30, 1996	2,087.87
		\$25,000.00
B. Operational Expense	January 1, 1996	\$ 3,500.00
	May 1, 1996	3,500.00
		\$ 7,000.00
		TOTAL: \$32,000.00

II. FloridaFix Program

A. Administrative Fee	January 1, 1996	\$ 3,045.00
	April 1, 1996	2,000.00
		\$ 5,045.00
B. Operational Expense	June 30, 1996	1,873.00
C. Implementation Expense	June 30, 1996	1,888.00
D. Training & Technical Assistance	June 30, 1996	598.00
		TOTAL: \$ 9,404.00

III. U.S. HUD Section 8 Certificate Program

A. Administrative Fee	March 30, 1996	\$ 4,320.00
	June 30, 1996	4,320.00
	September 30, 1996	4,324.20
		TOTAL: \$12,964.20

Contract Number: 95FF-67-02-47-18-026
CFDA Number: 81-041

FLORIDAFIX CONTRACT

THIS AGREEMENT is entered into by and between the state of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "department"), and Nassau County Board of County Commissioners (hereinafter referred to as the "recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services, and

B. WHEREAS, the department has a need for such services and does hereby accept the offer of the recipient upon the terms and conditions hereinafter set forth, and

C. The department has authority pursuant to Florida law to disburse the grant funds under this agreement.

NOW, THEREFORE, the department and the recipient do mutually agree as follows:

(1) SCOPE OF WORK

The recipient shall fully perform the obligations in accordance with the budget and scope of work, Attachment A of this agreement. The recipient and all subcontractors shall perform as independent contractors and not as agents, representatives or employees of the department.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the recipient and the department shall be governed by applicable state and federal laws, rules and regulations, including but not limited to those identified in Attachment B of this agreement.

FLORIDAFIX GRANT BUDGET SUMMARY

Subcontractor: Nassau County Board of County Commissioners

BUDGET ALLOCATION EXPENSE CATEGORY FLORIDAFIX FUND

ADMINISTRATIVE PERSONNEL EXPENSES

Salaries.....	\$ 3,806.00
Fringe	\$ 1,239.00
Indirect.....	\$ 0.00
SUBTOTAL ADMINISTRATIVE.....	\$ 5,045.00

OPERATION EXPENSES

Client Intake Staff.....	\$ 1,873.00
Office Expenses.....	\$ 0.00
Public Relations.....	\$ 0.00
Agency Liability Insurance.....	\$ 0.00
Comprehensive Annual Audit.....	\$ 0.00
Other.....	\$ 0.00
SUBTOTAL OPERATION.....	\$ 1,873.00

IMPLEMENTATION EXPENSES

Building Permits.....	\$ 0.00
Tools and Equipment.....	\$ 0.00
On-Site Supervisor.....	\$ 1,888.00
Materials.....	\$ 13,805.00
Labor	
Subcontractor.....	\$ 6,979.00
Staff Labor and Fringe.....	\$ 1,812.00
Vehicles	
Lease.....	\$ 0.00
Mileage.....	\$ 0.00
Storage.....	\$ 0.00
Other.....	\$ 0.00
SUBTOTAL IMPLEMENTATION.....	\$ 24,484.00

TRAINING AND TECHNICAL ASSISTANCE

Training Workshops.....	\$ 598.00
Training Materials.....	\$ 0.00
SUBTOTAL T&TA.....	\$ 598.00

GRAND TOTAL EXPENSE..... \$ 32,000.00

Supporting Data for Annual Contributions Estimates

U.S. Department of Housing and Urban Development
Section 8
Housing Assistance Payments Program



Note: See instructions in appropriate program handbooks.

1. Public Housing Agency (Name and Address)
 Nassau County Housing Authority
 c/o Northeast Florida Regional Planning Council
 9143 Phillips Hwy #350
 Jacksonville, FL 32256

2. Project No. FL 29 E 148001

3. Submission Original Revision No. 25

4. No. of Dwelling Units 25

5. No. of Unit Months 550

Part I Estimate of Annual Housing Assistance Payments Required	Bedroom Size of Dwelling Units	Number of Dwelling Units	Monthly Gross Rent/Standard	Amount Payable by Family Toward Gross Rent	Monthly Housing Assistance Payments	Unit Months Under Lease	Annual Housing Assistance Payments
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
6. 0 BR							
7. 1 BR	12	300	75	225	224	59,400	
8. 2 BR	11	325	90	285	242	68,970	
9. 3 BR	2	400	100	300	44	13,200	
10. 4 BR							
11.							
12.							
13.							
14.							
15. Total						\$ 141,570	

Part II Calculation of Estimated Ongoing Administrative Fee	Unit Months	HUD Published 2-GR Fair Market Rent	Product of Columns (a) x (b)	Allowable Percent	Administrative Fee
(a)	(b)	(c)	(d)	(e)	(f)
16. 550	527	289,850	8.2		23,768
17. Total					23,768

Part III Calculation of Estimated Hard-to-House Fee (Existing Housing Certificates and Housing Vouchers Only)	Estimated Number of Families	Fee Per Family	Total Hard-to-House Fee
(a)	(b)	(c)	(d)
19. 2	45		90

Part IV Calculation of Estimated Preliminary Expense	Administrative Expenses	Non-Expendable Equipment Expenses	General Expenses	Total Preliminary Expenses
20. Administrative Salaries	1000			
21. Employee Benefit Contributions	350			
22. Legal Expense				
23. Travel Expense	895			
24. Sundry	875			
25. Office Rent				
26. Accounting and Auditing Fees				
27. Total Administrative Expenses	2,225			
28. Office Equipment	1,750			
29. Office Furnishings	2,000			
30. Automotive				
31. Other				
32. Total Non-Expendable Equipment Expenses	3,750			
33. Maintenance and Operation (Non-Expend Equip Only)				
34. Insurance	500			
35. Sundry	375			
36. Total General Expense	875			
37. Sum of Lines 27, 32, and 36			6,850	

Estimate of Total Required Annual Contributions

U.S. Department of Housing and Urban Development
Section 8
Housing Assistance Payments Program



Note: See instructions in appropriate program handbooks.

OMB No. 2502-0348 (exp. 10/31/86)

1. Public Housing Agency (Name and Address)
 Nassau County Housing Authority
 c/o Northeast Florida Regional Planning Council
 9143 Phillips Hwy #350
 Jacksonville, FL 32256

2. Project No. FL 29E148901
 3. Submission Original Revision No.

4. Annual Contributions Contract No. _____
 5. HUD Field Office _____
 6. HUD Regional Office _____
 7. No. Dwelling Units 8. No. Units Months
 25 650

9. Housing Program Type (Mark One)
 (a) New Construction
 (b) Substantial Rehabilitation
 (c) Moderate Rehabilitation
 (d) Existing Housing Certificates
 (e) Housing Vouchers

10. PMA Fiscal Year Ending Date (Mark one and complete year)
 (a) March 31, (b) June 30, (c) September 30, (d) December 31, 19: 96

1. Maximum Annual Contributions/	PMA Estimate (Housing Vouchers Only)	PMA Fee	PMA Total	Housing Payments	PMA Fee	HUD Approved (Housing Vouchers Only)	HUD Approved Total
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
11. Maximum Annual Contributions Commitment 10 month			78,608				
12. Prorata Maximum Annual Contributions Applicable to a Period in Excess of 12 Months			94,330				
13. Maximum Annual Contributions for Fiscal Year (Line 11 plus Line 12)			172,938				
14. Project Account-Estimated or Actual Balance at Beginning of Requested Fiscal Year			2				
15. Total Annual Contributions Available - Estimated or Actual (Line 13 plus Line 14)			172,938				

22 month Budget 12-1-94 to 9-30-96

OK



Northeast Florida Regional Planning Council

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CONTRACT BETWEEN NASSAU COUNTY AND THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL FOR PLANNING TECHNICAL ASSISTANCE FUNCTIONS

The following Agreement between Nassau County and the Northeast Florida Regional Planning Council (NEFRPC) authorizes the NEFRPC staff to provide technical assistance to Nassau County for various planning functions which may be requested by the County.

The Northeast Florida Regional Planning Council will perform assorted planning functions for Nassau County as may be requested in writing by the County. These planning functions may include but are not limited to; review of zoning applications and site plans, the preparation and/or review of comprehensive plan amendments, the review of proposed projects for concurrency purposes; and any other special planning functions that the County may request.

Ms. Lessie Mosher of the County Planning Department has been designated the County as the primary contact for this Agreement. All requests for planning assistance through this agreement shall be in written form from Ms. Mosher or the Nassau County Attorney. The written notice will, at a minimum, include the work task to be completed, any time requirements or deadlines for the tasks, and the contact person at the County if different from Ms. Mosher.

Nassau County will make available to the NEFRPC all pertinent data, resources, or other necessary background information that they may possess which may be needed for the NEFRPC to complete the planning technical assistance work tasks requested.

Schedule of Payments

Nassau County will reimburse the NEFRPC monthly for all work undertaken to complete or partially complete requested work task at a rate of \$44.00 per hour. The NEFRPC will invoice the County monthly for all work tasks undertaken during that month. Each invoice will include an itemized breakdown of and the number of hours to complete each task undertaken since the last invoice. Nassau County will timely reimburse the NEFRPC upon receipt of each invoice.

Agreement
Page 2

Records

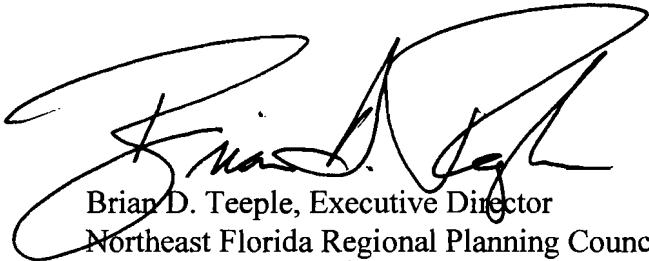
The NEFRPC shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of this agreement, and for a period of three (3) years from the date of the final payment under the agreement for inspection and/or audit by the County.

Controlling Law

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

Signatures and Date

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

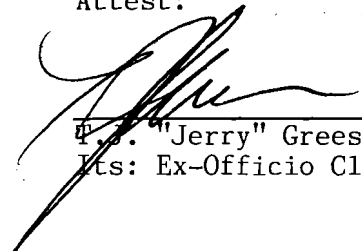


Brian D. Teeple, Executive Director
Northeast Florida Regional Planning Council



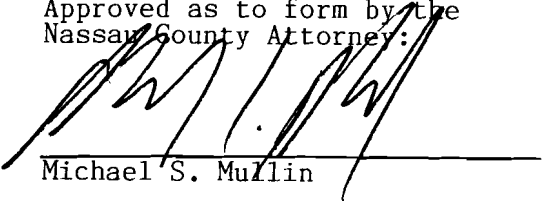
Chairman, Board of County Commissioners
Nassau County

Attest:



Jerry Greeson
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin



Northeast Florida Regional Planning Council

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

9143 Phillips Highway, Suite 350, Jacksonville, Florida 32256

(904)363-6350 FAX (904) 363-6356

Suncom 874-6350 Suncom FAX 874-6356

May 17, 1995


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

Dear Mr. Greeson:

Enclosed is the fully executed original contract for Planning Technical Assistance Services on an hourly rate. It is the understanding of the Northeast Florida regional Planning Council that the technical assistance will be provided on an as needed basis. This fully executed contract is being provided to you pursuant to your May 12, 1995, letter.

Please send a certified executed copy of this contract to the NEFRPC at your earliest convenience. If you have any questions, please feel free to contact me.

Sincerely,



Michael Brown
Director of Planning

MB/

cc: Mr. Walt Gossett
Ms. Lessie Mosher