



Nick Deonas David C. Howard Vickie Samus Floyd L. Vanzant Marianne Marshall Dist. No. 1 Fernandina Beach Dist. No. 2 Fernandina Beach Dist. No. 3 Yulee

Dist. No. 3 Yulee Dist. No. 4 Hilliard Dist. No. 5 Callahan

March 23, 2001

JOSEPH M. "Chip" OXLEY, JR. Ex-Officio Clerk

> MICHAEL S. MULLIN County Attorney

WALTER D. GOSSETT County Coordinator

Mr. Brian Teeple Executive Director Northeast Florida Regional Planning Council 9143 Phillips Highway, Suite 350 Jacksonville, FL 32256

RE: Agreement between Nassau County and the Northeast Florida Regional Planning Council For Planning Technical Assistance Functions

Dear Mr. Teeple:

For your records, enclosed is an executed Agreement as referenced above which was approved and signed by the Nassau County Board of County Commissioners at a Regular Session held March 19, 2001.

Should you have any questions or need further assistance, please call me.

Sincerely,

J.M. "Chip" Oxley, Jr.

Ex-Officio Clerk

Enclosure

/ca

cc: Gus Rappold, Planning Director



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

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

The NEFRPC will provide staff to assist the County in planning and related functions as requested. Activities that will be undertaken by NEFRPC staff may include but are not limited to; review of zoning applications and site plans, review of special exceptions, the review of proposed projects for concurrency purposes, comprehensive plan amendments, including EAR Based amendments, land development regulations, general planning consultation and the preparation of staff reports and various planning studies. These functions may also include attending appropriate County Boards and the County Commission meetings.

The NEFRPC will provide a staff planner to assist the County one (1) day per week unless specifically requested by the Planning Director to exceed this.

The NEFRPC may also provide assistance to the County to complete assorted other planning and related functions as may be requested in writing by the County. All requests for other planning assistance through this agreement shall be initiated with a letter from the Planning Director describing the project in detail. The written notice will, at a minimum, include the work task to be completed, any time requirements or deadlines for the tasks. Based on the information provided to the Council, the Council will make a good faith estimate on the work to be performed. This estimate will be made in writing and forwarded to the County for acceptance. Acceptance will be in the form of a letter from the Planning Director. The letter should address each task for approval.

The 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

The County will reimburse the NEFRPC monthly for all work undertaken to complete or partially complete requested work task at a rate of \$45.00 per hour plus any associated travel cost to be reimbursed at \$0.29 per mile. Travel costs will include travel to and from the County as needed to

perform planning functions. The NEFRPC will invoice the County monthly for all work undertaken during that month. Each invoice will include an itemized breakdown and the number of hours needed to complete each task undertaken since the last invoice. The County will timely reimburse the NEFRPC upon receipt of each invoice.

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.

Controlling Law

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

Terms of Agreement

This agreement shall remain in full force and effect from the date of the joint execution of this Agreement through September 30, 2001. This agreement may be renewed by written consent of both parties. This Agreement may also be terminated by either party upon thirty (30) days written notice.

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

3/19/01

Walt-Gossett, County-Coordinator Marianne Marshall

Nassau County

Chairman

Board of County Commissioners

Nassau County, Florida

Ex-Officio Clerk

Michael S.

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March 7, 2001

Mr. Gustave Rappold, Director Nassau County Planning Department 2290 State Road 200 Fernandina Beach, FL. 32034

Dear Mr. Rappold:

Attached for signatures are two (2) updated original contracts for the Northeast Florida Regional Planning Council (NEFRPC) to provide Nassau County with technical assistance for planning related functions. The terms of the contract have been modified pursuant to comments provided by Mr. Michael S. Mullin in his March 5, 2001 Memorandum to you.

Please have both originals signed and send one (1) back to the NEFRPC for our records. The second original can be kept on record by Nassaua County.

The NEFRPC appreciates the opportunity to serve one of our member governments and looks forward to working with Nassau County in the future. Thank you very much.

Sincerely,

Bruce Ford, Senior Planner

/bf

c:

Mr. Brian Teeple - Executive Director, NEFRPC

Mr. Edward Lehman - Director of Growth Management, NEFRPC

Enclosure



Nassau County Public Works Department

2290 State Road 200 Fernandina Beach, Florida 32034-3056 Jack D'Amato, Jr. PE Director Public Works

Gustave A. Rappold Planning Director

MEMORANDUM

DATE

March 14, 2001

TO:

Joyce Bradley

CC:

Jack D'Amato, PE

Walt Gossett Mike Mullin Reading file

FROM:

Gus Rappold

RE:

NEFRPC - Planning Technical Assistance Contract

Enclosed are two copies of an updated contract, signed by Brian Teeple, dated March 12, 2000, between Nassau County and the NEFRPC for the professional services of a staff planner for one day a week at the rate of \$45.00 per hour and travel at \$0.29 per mile. Additional time may be specifically requested by the Public Works Director.

This contract is on the agenda for March 19, 2001.

APPROVED

DATE 3/19/01

FERNANDINA (904) 321-5765 OR 321-5760 FAX (904) 321-5763 TOLL FREE 1-800-264-2065 1 800-948-3364 HILLIARD (904) 845-3610 FAX (904) 845-1230