

CONCURRENCY CONSULTANTS AGREEMENT

This Concurrency Consultants Agreement between the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter referred to as "County") and the NASSAU COUNTY SCHOOL BOARD, (hereinafter referred to as "School Board") shall become effective immediately upon approval by both Boards.

WHEREAS, the County and the School Board and the City of Fernandina Beach, (hereinafter referred to as "City"), and the Town Councils of the Town of Callahan, Florida and the Town of Hilliard, Florida, (hereinafter collectively referred to as "Towns"), entered into an Amended Interlocal Agreement on August 7, 2008 (hereinafter referred to as the "August 2008 Amended Interlocal Agreement"); and

WHEREAS, the County and School Board staffs and legal have engaged in an ongoing review of the School Concurrency Agreement, the Nassau County 2030 Comprehensive Plan and Florida Statutes applicable to school concurrency; and

WHEREAS, the County and School Board met on January 22, 2019 to discuss joint issues including concurrency; and

WHEREAS, the County and School Board representatives have established growth meetings in conjunction with the County's review; and

WHEREAS, the County and School Board entered into an Interlocal Agreement on March 20, 2019 (hereinafter referred to as the "March 2019 Interlocal Agreement"), wherein the parties acknowledged the need to review and revise the August 2008 Amended Interlocal Agreement current and school concurrency process; and

WHEREAS, Section 9 of the March 2019 Interlocal Agreement requires the County and School Board to jointly identify, retain, and equally bear the cost of a third party having expertise

in school concurrency issues to assist with revising the August 2008 Amended Interlocal Agreement, as well as to assist with formulating steps for its implementation.

NOW THEREFORE, it is mutually agreed between the County and School Board that the following be undertaken pursuant to Section 9 of the March 2019 Interlocal Agreement:

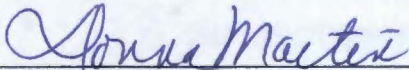
1. Third Party Consultants:

Pursuant to Section 9 of the March 2019 Interlocal Agreement, the County and School Board agree to retain Nabors, Giblin and Nickerson, P.A., and Government Services Group, Inc., as third party consultants to assist with revising the August 2008 Amended Interlocal Agreement, as well as to assist with formulating steps for its implementation.

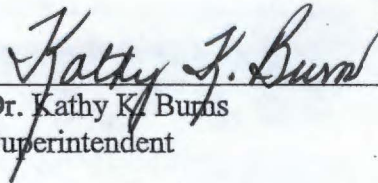
2. Costs of Services:

Pursuant to Section 9 of the March 2019 Interlocal Agreement, the County and School Board agree to equally bear the fees and costs for services rendered by Nabors, Giblin and Nickerson, P.A., and Government Services Group, Inc., as set forth in their proposals attached hereto as Exhibit A, insofar as those services pertain to revising the August 2008 Amended Interlocal Agreement and/or assisting with formulating steps for its implementation.

NASSAU COUNTY SCHOOL BOARD



Donna Martin
Chair, Nassau County School Board

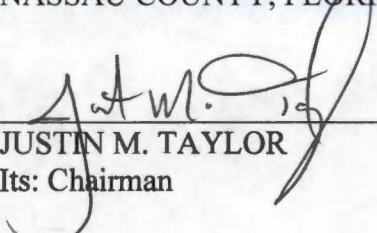


Dr. Kathy K. Burns
Superintendent

Date: 8/8/19

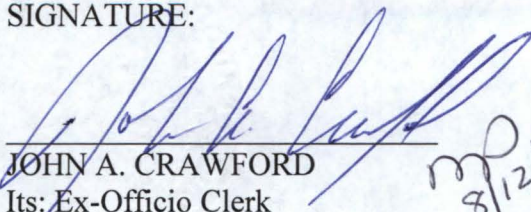
Date: August 12, 2019

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



JUSTIN M. TAYLOR
Its: Chairman

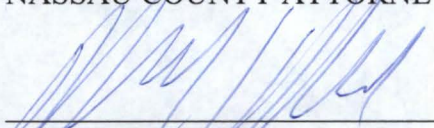
ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

mp
8/12/19

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

Exhibit A

Appendix A

NG&N'S PROPOSAL
Nassau County School Capacity Verification and
Proportionate Fair Share Analysis

SCOPE OF SERVICES

- Task 1: Provide legal guidance to the County and School District in confirmation of available school capacity in accordance with current law.
- Task 2: Provide legal advice to the County and School District staff in evaluating the full cost of needed student stations and other school capacity in accordance with current law regarding proportionate share mitigation and school concurrency requirements.
- Task 3: Assist GSG, the County, and the School District in development of a consistent and valid approach in calculating available capacity and future proportionate share requirements for identified developments in the County.
- Task 4: Advise the County and School District on potential revisions to current practices relating to school concurrency and proportionate share mitigation implementation.

FEES AND COSTS

These services would be provided on an hourly basis at the following hourly rates to be billed monthly:

Partners	\$300
Associates	\$275
Law Clerks	\$75

In addition to legal fees, we would be reimbursed for actual costs incurred on long-distance telephone charges, travel expenses and overnight delivery charges. All travel expenses will be reimbursed in accordance with section 112.061, Florida Statutes, and photocopies will be billed at 25¢ per page.

Although we cannot predict the exact number of hours that this project project will demand, we believe that an initial not-to-exceed fee of \$12,000 is appropriate at this time for the legal services portion. If we have reason to believe that our hourly efforts will exceed this amount, we will notify the County.

PROJECT SCHEDULE

We will adhere to the project schedule proposed by GSG and agreed to by the County.

Appendix B

GSG'S PROPOSAL
Nassau County School Capacity Verification and
Proportionate Fair Share Analysis

SCOPE OF SERVICES

Government Services Group ("GSG") proposes the following Scope of Services to meet the project objectives. GSG understands the Nassau County Board of County Commissioners ("County") and the Nassau County School District ("School District") are working together to meet address the following objectives:

- Confirming available school capacity is accurately calculated in accordance with current statutes, agreements, and policies,
- Confirming the calculations of proportionate share mitigation in the event adequate school capacity is not available,
- Applying a consistent approach to calculating available school capacity and documenting the supporting information,
- Documenting and applying best practices for legally sufficient calculations of proportionate share mitigation, and
- Consider potential revisions to the interlocal agreement and policies to ensure available school capacity and proportionate share mitigations based on the outcome of the project.

Task 1: GSG will work with the County's assigned project leader and identify sources and contacts for the collection of critical information necessary for the completion of the proposed tasks. Also, anticipated and intended objectives will be reviewed and revisited to make sure that both County staff and GSG understand the expected objectives and outcomes of the study. Revisions to the proposed work plan will be made, based on information obtained in this task.

Task 2: Evaluate the County and the School Board existing agreements, policies, Florida Administrative Code, Florida Statute, and other data relevant to the provision of services. Our efforts include the collection and compilation of relevant and applicable ordinances, resolutions and reports critical to a full and developed understanding of the program's existence and profile. Our in-house GIS expert will download, review and assist to analyze the current county and school board GIS data. In addition, we will review and compare the following documents and how their data is applied to calculating available school capacity, proportionate share calculations (Adopted 5-year CIP Budget, Educational Plant five-year Survey report, School Attendance Zone maps, planning zone maps, capacity reservation agreements). We will work closely with legal counsel at NGN for legal sufficiency and best practices from other Florida counties.

Task 3: Document Initial Observations Day 20 - 30. GSG, will work on-site with County and School Board staff, to review underlying documentation and review the current process and data sources. GSG will develop

recommendations to collect, compile, and update the education facility concurrency base data required for timely developer application reviews.

Task 4: Prepare and present the preliminary findings and recommendations to County and School District staff. Based on staff direction, revise findings and recommendations.

Task 5: Issue the Final Report which provides the final findings and recommendations and documents the work effort in previous tasks.

FEES AND COSTS

For the professional services and specialized assistance provided by GSG, proposes a time and expense arrangement for professional fees and out of pocket expenses to be billed monthly. All expenses related to these requested services will be billed in accordance with section 112.061, Florida Statutes. Wherever practical, in lieu of on-site visits, periodic telephone conference calls will be scheduled to discuss project status.

GSG estimates our effort to take 250 to 330 hours to complete the project objectives. Given the condensed timeframe and complex nature of the objectives, GSG is proposing to use experienced and senior level staff to complete the project. Since the County and GSG have a long-term relationship, GSG is proposing to discount our standard rates by 12.5% for this project. GSG is proposing to invoice the County based on the Discounted Hourly Project Rates as shown in the table below:

	Standard <u>Hourly Rate</u>	Discounted Hourly Project <u>Rate</u>
Senior Advisor	\$285	\$250
Vice President/Managing Director	\$285	\$250
Director	\$235	\$195
Project Manager/Project Coordinator	\$185	\$165
Database Analyst/Technical Services	\$150	\$135
Lead Project Analyst	\$100	\$90
Project Analyst	\$90	\$80

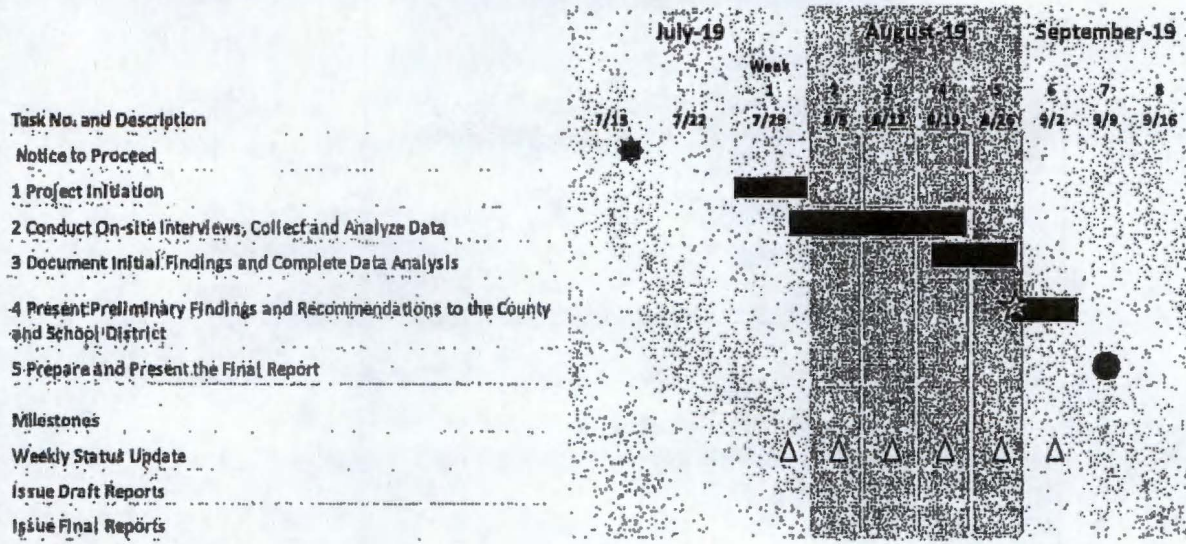
PROJECT SCHEDULE

GSG is prepared to commence within 10 days of a notice to proceed. Based on our current understanding of the project objectives, we anticipate 40 days from the project commencement to issuing a Final Report as illustrated in the *Proposed 40-day Project Timeline*.

Proposed 40-day Project Timeline

Proposed Start Date:

7/29/2019



Legend

- ★ Notice to Proceed (assumed 7/19/2019)
- Estimated Task Duration
- △ Project Status Update
- ★ Present Preliminary Findings
- Issue Final Report

OTG 8/20