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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 Public Works 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 Public Works 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 Public Works 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 until terminated by either party or modified by both parties.

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

Walt Gossett, County Coordinator Nassau County Nick D. Deonas, Chairman

ATTEST:

"Chip"/ Oxley

Ex-Officio Clerk

May 8, 2000 Date

Approved as to Form by the Nassau Country Michael 5. Mullin