

AGREEMENT FOR PROFESSIONAL STAFF SERVICES
BY AND BETWEEN THE
EMERALD COAST REGIONAL COUNCIL
AND THE TOWN OF CENTURY, FLORIDA

THIS AGREEMENT is entered into this 1st day of July, 2024 by and between the Emerald Coast Regional Council (hereinafter referred to as ECRC) and the Town of Century, Florida (thereinafter referred to as the Town).

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of ECRC and the Town in performing the professional staffing functions and to describe the cooperative procedures under which staffing will be carried out.

II. ECRC RESPONSIBILITIES

- A. ECRC shall provide professional and technical staff in accordance with the negotiated Scope of Work, Attachment A.
- B. ECRC staff shall be available via telephone and email for professional assistance, as needed, during regular workdays. Services will be provided virtually, and visits will be made as may be necessary.
- C. ECRC shall provide professional staff for council meetings in which planning issues are included on the agenda for discussion or action, including, but not limited to, the Town Council.

III. TOWN RESEPNOSIBILITIES

- A. The Town staff shall provide administrative assistance to ECRC staff in performing the duties under Section II, above.
- B. The Town shall provide office space, general office supplies, and access to equipment as necessary to complete the services under Section II, above, as required.
- C. The Town shall provide the agreed upon funds as detailed in Attachment B, below.

IV. METHOD AND AMOUNT OF PAYMENT

This is a cost reimbursable agreement, based on the rates outlined in Attachment B. ECRC will submit invoices to the Town monthly. Subject to receipt of an invoice from ECRC, the Town agrees to pay ECRC within thirty (30) days of receiving such invoice from ECRC.

V. DURATION OF AGREEMENT AND TERMINATION WITH OR WITHOUT CAUSE

This Agreement shall commence on the Commencement Date and shall remain in effect for a period of one (1) year, with the option to renew. At any time, either the Town or ECRC may terminate this Agreement, with or without cause, with such termination effective immediately or by a specified date, by providing written notice ECRC of such termination. If the Agreement is terminated during the effective period, ECRC will invoice the Town for the days worked up to the termination date.

VI. AMENDMENTS TO AGREEMENT

Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

VII. CONFLICT OF INTEREST

The ECRC agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. The ECRC further agrees it will neither take any action nor engage in any conduct that would cause any Town employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

VIII. RECORDS

All records pertinent to the Agreement shall be retained by the Town.

IX. LIABILITY

The Town hereby agrees to hold harmless ECRC, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of ECRC, its subcontractors or agents, if any, that is related to ECRC's performance under this Agreement.

X. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the _____ shall represent and act for the Town and the Chief Executive Officer of ECRC shall represent and act for ECRC.

XI. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Escambia County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Escambia County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XII. COMMENCEMENT DATE

This Agreement will commence on the 1st day of July, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST:

Tammy Neal

EMERALD COAST REGIONAL
COUNCIL



Austin Mount
Chief Executive Officer

ATTEST:

Kristina Wood

Town of Century, Florida

Luis Gomez Jr.
Luis Gomez Jr.
Mayor

Attachment A

Town of Century- Planning Services Scope of Work

SCOPE OF SERVICES:

ECRC will provide professional planning services, to include administrative and management services, whose level and scope will be determined by the Town of Century. Services will be provided virtually, and visits will be made as may be required. Specific planning services to be provided include:

- Management of the Comprehensive Plan, Land Development Code, amendments, and other changes to achieve the Town's goals and objectives;
- Management of the Development Review Process;
- Communicate and meet with contractors, residents, and project managers to answer questions, solve problems, and interpret the Land Development Code for compliance including, but not limited to, building setbacks, conditional uses, annexations, general development plans;
- Act as the Town liaison with the Escambia County Office of Planning and Zoning and the Escambia County Building Inspections and Permitting Office;
- Conduct research and prepare statistical reports on land use, physical, social and economic issues;
- Schedule and conduct meeting and workshops with elected officials;
- Present report and other findings to elected officials.

Attachment B Personnel

Eric Christianson -Planner III

Eric Christianson graduated from Loyola University Chicago in 2010 with a degree in Political Science and French and completed a Master of Community and Regional Planning at Iowa State University in 2014. Eric has spent over 10 years focused on rural and community development. His experience includes non-profit management, agricultural market development, regional planning, and public official education. He has worked with dozens of communities and non-profits to update comprehensive plans, perform economic impact assessments, create housing action plans, and streamline development codes.

Hourly Rate: \$64

Angela Bradley – Planner IV

Angela Bradley graduated from Florida State University in 1999 with her Interdisciplinary Degree. She has an emphasis on planning and has over 23 years in growth management and community planning. She has been a Project Manager and Program Administrator for over 18 years. Over the years, she has worked with many governmental agencies, communities, and private developers to assess growth management policies, update comprehensive plans, land development codes, zoning codes, development of regional impacts, sector plans, and comprehensive plans amendments. During this time, Angela was the Program Administrator and was responsible for grants, budget, completing many projects that helped the system become self-sustaining and viable. She was project manager for some notable award-winning projects with marketing, technology, and system planning and evaluation of routes to become more efficient and provide reoccurring income. Recently, Angela developed and implemented a successful transit program and applied and maintained grants for the program with a budget of over \$9 million.

Hourly Rate: \$80

Jessica Walton, GISP, GIS Coordinator

As the Geographic Information Systems (GIS) Coordinator for the Emerald Coast Regional Council, Jessica manages all spatial data analysis and mapping needs of the Council's various programs. She has over 20 years of experience using Esri's ArcGIS software to apply geospatial solutions within the transportation, land use, environmental, and emergency planning fields; and has created award-winning story maps to showcase the Council's efforts.

Jessica has a Bachelor of Science degree in Environmental Science (minor in Business Administration) and a Master of Science degree in Urban and Regional Planning, both from the University of Iowa. She also holds a Certificate in Geographic Information Science from the University of West Florida and has been a certified Geographic Information Systems Professional (GISP) since 2010.

Hourly Rate: \$80

Ada Clark, Community & Economic Development Director

Ms. Clark joined the Emerald Coast Regional Council (ECRC) in 2018 and serves as the Community and Economic Development Director. She received her B.A. from the University of Miami, and her Masters in Public Administration from the University of Colorado-Colorado Springs. Ms. Clark has over 23 years of experience in community and economic development.

Hourly Rate: \$100