



AGREEMENT BETWEEN THE
APALACHEE REGIONAL PLANNING COUNCIL
AND THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

This AGREEMENT is entered into this 7th day of April 2021, by and between the Apalachee Regional Planning Council, herein referred to as the ARPC, and the Franklin County Board of County Commissioners, herein referred to as the Franklin County BoCC.

WITNESSETH

WHEREAS, the ARPC in furtherance of its duties desires to partner with the Franklin County BoCC to render Planning and Coordination services in Franklin County, Florida; and

WHEREAS, ARPC possesses the qualifications and expertise to perform the services required by Franklin County per the Scope of Work outlined in the Franklin County Code Enforcement Public Workshop Series project proposal.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 – SCOPE OF WORK

ARPC agrees to assign Caroline Smith as the Administrator of this agreement and also agrees that she will be the ARPC employee assigned to the completion of the tasks outlined in this administrative agreement with the Franklin County BoCC. The Scope of Work to be provided by ARPC will include, but not be limited to, the following:

- Lead Franklin County BoCC with Planning activities required under the Code Enforcement Public Workshop Series project, including but not limited to research, outreach, workshops, and creation of a summary report for the Franklin County BoCC.
- Provide Coordination and Administrative support service to the Franklin County BoCC as needed and requested, if relevant to the Scope of Work.

ARTICLE 2 – COMPENSATION

In consideration for services received, the Franklin County BoCC agrees to reimburse the ARPC for its services which include direct and indirect costs associated with the Planning, Coordination, and Administration duties as outlined above for \$6,000.00.

- ARPC will submit one invoice, in accordance with the Scope of Work, not to exceed \$6,000.00 by October 31, 2021 for the services provided under this agreement.

ARTICLE 3 – TIME OF COMPLETION

Services by ARPC to the Franklin County BoCC will be for the period of June 1, 2021 through September 30, 2021.

ARTICLE 4 – DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this AGREEMENT shall place that party in default. Prior to terminating this AGREEMENT, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the AGREEMENT may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, ARPC shall be reimbursed for all its actual costs incurred in providing services hereunder as costs are defined in Article 2 of this AGREEMENT and all finished or unfinished documents and other materials prepared by ARPC pursuant to this AGREEMENT shall become the property of the Franklin County BoCC. With 30 days advance notice, either party may choose to voluntarily terminate this AGREEMENT without penalty by formally notifying the other party in writing of its intent.

ARTICLE 5 – GENERAL TERMS AND CONDITIONS

- A. Assignability. ARPC shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Franklin County BoCC.

- B. Representation for the Parties. Any questions relating to the performance of this AGREEMENT shall be directed to the ARPC Executive Director or Chair of the Franklin County BoCC, as appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 7th day of April 2021.

BY: _____
Chris Rietow
ARPC Executive Director

BY: _____
Ricky Jones
Chair, Franklin County Board of
County Commissioners