

NOTICE OF PROPOSED CHANGE REVIEW FEE CONTRACT

Whereas the Department of Community Affairs adopted Rule 9J-2.0252, Florida Administrative Code (FAC), governing the policies and procedures for the assessment and collection of fees by regional planning agencies for the review of Requests for Substantial Deviation Determination and plans and reviews identified in development orders requiring regional review; and

Whereas Rule 9J-2.0252, FAC, is in conflict with Tampa Bay Regional Planning Council's existing Rule 29H-8.002, FAC; and

Whereas Tampa Bay Regional Planning Council desires to act in conformity with Rule 9J-2.0252, FAC, which requires a contract for the payment of fees between the regional planning agency and the applicant;

NOW THEREFORE, in consideration of the mutual covenants contained herein, _____, herein after referred to as APPLICANT and TAMPA BAY REGIONAL PLANNING COUNCIL, herein after referred to as TBRPC, hereby agree to the following:

1. The APPLICANT is responsible for payment of 100% of the actual costs, both direct and indirect, of coordination and review of their proposed project. The fees for a substantial deviation determination or supplemental review required by a development order shall be paid by the APPLICANT as follows:
 - A. \$2,500.00 deposit at the time the Notification of Proposed Change is filed or at issue methodology meeting, whichever occurs first. In the case of a supplemental review at the time the plan or data is submitted or at the methodology meeting, whichever occurs first.
 - B. Additional deposits requested by TBRPC shall be paid within 15 days of APPLICANT'S receipt of the request.
 - C. Upon completion of the review process, if the costs exceed the amount of the deposit, the APPLICANT shall pay TBRPC the total amount, due within 30 days of receipt of the bill.

2. TBRPC shall establish an account or costs center for the project which is to be reviewed and shall keep accurate records of the costs which shall be reasonably itemized and shall be available for inspection by the APPLICANT, with reasonable notice to TBRPC. TBRPC shall collect fees in accordance with the following:
 - A. \$2,500.00 initial deposit shall be non-refundable and TBRPC shall retain said deposit regardless of the APPLICANT'S reason for withdrawing from the review process

- B. Any subsequent deposits made at the request of TBRPC shall be refundable and TBRPC shall, within 60 days of the final charge to the APPLICANT'S account, refund any amounts remaining after the costs of review are subtracted.
 - C. TBRPC shall not request additional deposits beyond the initial \$2,500.00 unless TBRPC estimates that the costs will exceed \$2,500.00. TBRPC will notify and bill the applicant for total estimate to complete review.
3. In the event TBRPC requests deposits or fees in excess of \$75,000.00 and the APPLICANT disputes that the costs over and above \$75,000 are resonable and necessary, said dispute shall be resolved in accordance with the procedure adopted in 9J-2.0252(4), FAC.
 4. The fees paid pursuant to this agreement shall entitle the APPLICANT to the statutory review by TBRPC. This agreement does not include TBRPC preparing any part of the application for substantial deviation determination, any part of the Notification of Proposed Change or preparing any data required to be furnished by the APPLICANT pursuant to the terms of a development order.
 5. In the event is becomes necessary for either party to enforce this agreement, the prevailing party shall be entitled to recover from the defaulting party the costs of the litigation, including reasonable attorneys fee at both the trial and appellate level.

Tampa Bay Regional Planning Council

Applicant

By: _____

By: _____

Dated this __ day of _____, 20__

Dated this __ day of _____, 20__