

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered the 26th day of April, 1999, by and between NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter called "COUNTY"), and BERRYMAN & HENIGAR, INC., a Florida Corporation, with offices 1414 SW Martin Luther King Avenue, Ocala, FL, (hereinafter called "CONSULTANTS").

WITNESSETH:

WHEREAS, the CITY/COUNTY is undertaking the updating of its Comprehensive Plan (hereinafter called "PROJECT"); and

WHEREAS, the COUNTY wishes to engage CONSULTANTS to provide certain services with regard to the PROJECT as set forth by Paragraph I, DESCRIPTION OF WORK AND SERVICES; and

WHEREAS, the CONSULTANTS represent that they have the expertise to provide such work and services:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed that CONSULTANTS are hereby employed, authorized, and instructed by the COUNTY to perform such services as are specifically described herein accordance with the following covenants and conditions, which both CONSULTANTS and the COUNTY have agreed upon:

I. DESCRIPTION OF WORK AND SERVICES:

A. The COUNTY desires that the CONSULTANTS provide professional services within present technological knowledge and accepted standards and consistent with the current requirements of law. Upon all parties signing this Agreement, CONSULTANTS shall provide COUNTY with the specific services identified herein. The CONSULTANTS do hereby agree with the COUNTY for the considerations named herein to perform such consultation work and services as stipulated by this Agreement or any addenda thereto and to perform the work in a timely fashion pursuant to the deadlines established by rules and procedures promulgated by the Department of Community Affairs and with the recognition that delays may occur that are beyond the control of the CONSULTANTS as described in paragraph II. E., below.

B. The work and services involved shall include review of all pertinent data, studies and plans which the COUNTY has in its possession and agrees to provide for CONSULTANTS.

C. The CONSULTANTS shall work closely with the COUNTY on all aspects of the work and services. The work will include cooperative working sessions with COUNTY officials and departments and presentations before public agencies as described in Exhibit A attached.

D. The CONSULTANTS agree to issue reports of all work completed to date during the term of this Agreement and further agree to provide any and all information or status reports as reasonably requested by the COUNTY.



E. The CONSULTANT shall provide professional work and services as described in Exhibit "A" to this Agreement.

II. MANNER OF PERFORMANCE:

A. The CONSULTANTS agree, as an independent contractor, to undertake work and/or perform such services as may be specified in this Agreement or any addendum executed by the parties or in any authorized written work order by the COUNTY issued in connection with this agreement.

B. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which is nevertheless necessary for the proper completion of the job, such work or services shall be performed as fully as if described and delineated herein, but CONSULTANTS shall first obtain permission from the COUNTY before starting such work and COUNTY shall provide payments for such additional work and/or services at COUNTY'S expense in accordance with Paragraph III(B) of this Agreement. Such additional work as may be required shall be provided at the hourly rates provided in Exhibit B of this contract.

C. The COUNTY may request that CONSULTANTS make additions, deletions and changes in the work or services only by written notice in accordance with the procedures hereinafter set forth. Such shall be at the COUNTY'S expense and shall not be binding until agreed upon by the parties and such agreement is reduced to writing and signed by both parties. Written notice shall be in the form of a Work Order.

D. The CONSULTANTS agree that the COUNTY shall not be liable for payment for any work or services unless the COUNTY, through an authorized representative of the COUNTY, authorizes the CONSULTANTS to perform said work.

E. The CONSULTANT understands the time constraints regarding the Comprehensive Plan amendments and assures the COUNTY that CONSULTANT will have the work completed within the regulatory and statutory time frames. However, the COUNTY and CONSULTANTS agree that delays may occur that are beyond the control of the CONSULTANTS. Should such delays occur, the CONSULTANTS, at its own expense, will assist the COUNTY, in negotiating a time extension with DCA.

III. COMPENSATION:

A. As compensation for CONSULTANTS' administration services, the COUNTY agrees to pay CONSULTANTS in accordance with the terms and conditions set forth herein. The COUNTY shall pay a sum of ONE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY TWO DOLLARS (\$ 148,882.00) for the work and services to be performed under this Agreement. Payment of said fee shall be pursuant to the Florida Prompt Payment Act, F.S. 218.70 et. seq.

B. If the COUNTY should desire additional work or services and CONSULTANTS agree to undertake same, the parties shall agree, in writing, to an addendum or addenda to this Agreement. The CONSULTANTS shall be compensated for such agreed additional work and services based upon the hourly rates established in Exhibit (B) of this Agreement. It is understood that such additional work or services shall include revisions to work previously performed that are required because of a change

in the data or criteria furnished to the CONSULTANTS, or a change in the scope or concept of the tasks initiated by the COUNTY and/or services that are required by changes in the requirements of public agencies, the laws or administrative regulations of the State of Florida and/or any state agency's interpretation of such, after work under this Agreement has commenced.

C. CONSULTANT shall utilize the positions and rates set forth on Exhibit "B". CONSULTANT shall indicate the basis for utilization of a particular position and the numbers of those in that position when submitting a request for payment. The COUNTY may request additional information or indicate an objection to the position utilized. If the CONSULTANT representatives and COUNTY representatives do not agree then CONSULTANT may appear before the Board of County Commissioners to resolve any differences.

D. CONSULTANT shall keep such records and accounts and require any and all consultants and subconsultants to keep records and accounts in accordance with acceptable accounting practices as may be necessary in order to record entries as to personnel hours charged to the Project.

E. The CONSULTANTS shall maintain records conforming to usual accounting practices which shall be available to the Clerk or his designee at all reasonable times throughout the term of this Agreement. The CONSULTANTS further agree to render requests for payment to the Director of Public Works, in writing, setting forth necessary and required information as mutually agreed upon. All requests for payment are due and payable pursuant to the Florida Prompt Payment Act, F.S. 218.70 et. Seq. The amount of each pay request shall be based upon time, materials, and other expenses.

IV. USE AND OWNERSHIP:

A. All original materials, reports, documents, drawings, specifications, computations, sketches, test data, photographs, and renderings related to the services and work performed hereunder shall be the property of the COUNTY, once the COUNTY has paid CONSULTANTS in full for services rendered to date. The COUNTY shall be entitled to copies or reproducible sets for any of the aforesaid which are prepared by CONSULTANTS and the COUNTY agrees to pay CONSULTANT for copying costs that would exceed normal copying costs required to implement the scope services described in Attachment "A" to this agreement.

V. INDEMNIFICATION:

A. The CONSULTANTS shall promptly notify the Risk Management Coordinator and Legal Department of the COUNTY of all damage to property of the COUNTY or others and of injuries sustained by any persons, including employees of the CONSULTANTS, in any manner relating directing or indirectly to the work within the scope of this Agreement.

B. The CONSULTANTS agree to and do hereby indemnify and save the /COUNTY harmless from and against any and all losses, damage, claims, actions, liability, attorney's fees, and expense in contract or in tort, in connection with loss of life, bodily injury and/or property

damage occurring on or about or arising out of those portions of the work under CONSULTANTS' control or wherever arising if occasioned wholly by the negligence of CONSULTANTS, or by them or their agents, servants, employees, or materialmen, should the same arise during the progress of the work.

VI. INSURANCE:

A. The CONSULTANTS shall secure and maintain in effect at all times, at their expense, insurance of the following kinds and limits to cover all locations of the CONSULTANTS' operations in connection with work on the PROJECT:

1. Worker's Compensation and Employer's Liability covering employees of the CONSULTANTS.
 - a. Worker's Compensation with statutory limits of liability.
 - b. Employer's Liability with a limit of liability of at least \$500,000.00.
2. Public Liability Insurance covering the CONSULTANTS' legal liability for bodily injuries in limits of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence and for property damage of not less than \$100,000.00 per accident and \$200,000.00 aggregate.
3. Automobile Liability Insurance for bodily injuries in limits of not less than \$500,000.00 per person and \$1,000,000.00 per accident and for property damages of not less than \$200,000.00 per accident, providing coverage for any accident arising out of or resulting from the operation, maintenance or use by CONSULTANTS of any owned, non-owned or hired automobiles, trailers or other equipment required to be licensed.
4. Professional Liability Insurance for all facets of CONSULTANTS' operations and work, including errors, omission and negligent acts covering this Agreement with minimum limits of \$500,000.00 liability per claim and \$500,000.00 aggregate errors and omissions.

VII. COMPLIANCE WITH GOVERNMENTAL REGULATIONS:

- A. COUNTY represents that it has undertaken all acts necessary to authorize COUNTY to enter into this Agreement, that the individual executing this Agreement has the actual authority to do so.
- B. CONSULTANTS shall keep, observe and perform requirements of those Federal, State and Local laws, rules, regulations and ordinances as are applicable to the services to be performed hereunder by CONSULTANTS as described in Exhibit "A"

of this contract. COUNTY recognizes that CONSULTANT is multi-disciplinary firm with departments and professional employees providing services in many different areas. COUNTY understands and agrees that CONSULTANTS have been retained to provide only such services as are described in Exhibit "A" of this contract, hereof notwithstanding the fact that other services and types of services are offered or provided by CONSULTANTS to other clients.

VIII. LIMITATION OF LIABILITY:

In the event that COUNTY requests or receives from CONSULTANT work product in a computer generated form such as a floppy disk, COUNTY shall not be entitled to rely on the work product contained therein and CONSULTANT shall not be responsible for the work product contained therein, it being understood by all parties hereto that computer ready documents are capable of being easily altered and are often not CONSULTANT'S final work product. Accordingly, the parties hereto agree that the documents for which CONSULTANTS shall be responsible for the preparation and completion of shall be limited to record drawings and sealed documents constituting CONSULTANT'S finished work product. Any use by COUNTY of computer generated or comparable items such as floppy disks shall be at COUNTY'S sole risk.

IX. DEFAULT:

A. The occurrence of any of the following, by either party, shall constitute an event of default hereunder:

1. Failure of CONSULTANT to perform the work set forth in Exhibit "A" or any additional work agreed upon by both parties.
2. Failure of CONSULTANT to complete the work in Exhibit "A" on a timely basis.
3. Non-payment of compensations due hereunder for CONSULTANTS' services.

B. Upon the occurrence of any of the foregoing, or if either party shall fail to discharge and perform the obligations under this Agreement after having received five (5) days written notice from the non-defaulting party of its failure to perform, the non-defaulting party shall have the right, without prejudice to any right or remedy afforded by law or equity, to terminate their performance of the Agreement.

C. If the defaulting party is the CONSULTANTS and the COUNTY elects to terminate the Agreement, the CONSULTANTS shall remove themselves from the premises and turn over to the COUNTY as the COUNTY'S property, all materials, reports, maps, documents, plans, and other written documents prepared or obtained by the CONSULTANTS incident to their work under this Agreement.

D. If the defaulting party is COUNTY, CONSULTANTS shall not be required to deliver any work product performed under this Agreement, including but not limited to materials, reports, maps, documents, plans or other written documents prepared or obtained by CONSULTANTS incident to its work under this Agreement unless and until all defaults or COUNTY have been cured and all payments due CONSULTANTS have been made for work actually performed under this agreement.

E. If it should become necessary for either of the parties to resort to legal action because of a default by the other party, then the non-prevailing party in any litigation shall pay all costs incurred by the non-defaulting party including but not limited to reasonable attorney's fees incurred prior to litigation, during litigation or on appeal, if necessary, and any other expenses incurred by the prevailing party. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court prior to institution of legal proceedings by either party. Mediators shall be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the CONSULTANT.

X. WARRANTIES AND CONFLICT OF INTEREST:

The CONSULTANTS represent and warrant that they have the expertise and every legal right to enter into this Agreement and the CONSULTANTS will not be restricted in providing the performance hereunder by any prior commitments. The CONSULTANTS hereby warrant that there is no conflict of interest in CONSULTANTS present employment, if any, with the activities to be performed hereunder and shall advise the COUNTY if a conflict of interest arises in the future.

XI. SUCCESSORS:

This Agreement shall not inure to the benefit of and be binding upon the heirs, executor, administrators, successors and assigns of the parties hereto.

XII. ASSIGNMENT:

This Agreement and the services hereunder are non-assignable by CONSULTANTS unless the COUNTY has given written consent. This Agreement and the obligations hereunder are not assignable by COUNTY unless CONSULTANTS have given written consent to such assignment. Any attempted assignment without such written consent shall be void.

XIII. INDEPENDENT CONTRACTOR:

In all matters relating to this Agreement, the CONSULTANTS shall be acting as an independent contractor. Neither the CONSULTANTS nor employees of the CONSULTANTS, if any, are employees of the COUNTY under the meaning or application of any Federal or State Unemployment or Insurance laws or Old Age laws, or otherwise. The CONSULTANTS agree to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the CONSULTANTS, if any, in the performance of this Agreement. The CONSULTANTS shall not have any authority to assume or create any obligation, express or implied, on behalf of the COUNTY and the CONSULTANTS shall have no authority to represent as agent, employee, or in any other capacity than as hereinbefore set forth.

XIV. HEADINGS:

The headings used in this Agreement are for reference only and shall not be relied upon nor used in the interpretation of same.

XV. INTERPRETATION:

A. If the CONSULTANTS be a partnership or corporation, all words in this Agreement referring to the CONSULTANTS shall be read as though written in the plural or in the neuter gender, as the case may be.

B. This agreement and all of the terms and provisions shall be interpreted and construed according to the law of the State of Florida. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any Court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall, nevertheless, remain in full force and effect.

C. This Agreement between the parties shall be deemed to include this Agreement and any addendum pertaining hereto as may be executed by the parties. The COUNTY shall not be bound by an addendum or change order hereto unless it is signed by an executive officer or such other authorized representative of the COUNTY. The CONSULTANTS shall not be bound by any addendum or change order hereto unless it is signed by an officer of the CONSULTANTS.

XVI. MISCELLANEOUS:

A. Litigation: It is understood that the fixed sum payment amount set forth in Paragraph III(A) does not include compensation to CONSULTANTS for assisting the COUNTY in litigations or administrative hearings in which the COUNTY may be involved, unless the litigation or administrative proceedings arise out of data, analysis and amendments, recommended by the CONSULTANTS and accepted by the COUNTY, but deemed not acceptable by the Department of Community Affairs. If DCA finds the adopted Plan not in compliance, the CONSULTANTS will assist the COUNTY through the negotiated

settlement process at its own cost. If the Department of Community Affairs sets an Administrative Hearing finding the amendments recommended by the CONSULTANTS and accepted by the COUNTY not to be in compliance, then the CONSULTANTS will assist the COUNTY in any litigation or administrative proceeding at its own cost providing the litigation or Administrative Hearing finds the CONSULTANTS recommendation to be inconsistent with state statute. If, however, the CONSULTANTS recommendation is upheld the COUNTY will reimburse the CONSULTANTS in accordance with the hourly rate schedule in Exhibit B.

XVII. NOTICE:

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed, whether or not received.

J. H. "Pete" Cooper, Chair
Nassau County Board of County Commissioners
P. O. Box 1010
Fernandina Beach, Florida 32035

Mr. Fred Goodrow, Principal
Berryman & Henigar
1414 SW Martin Luther King Ave.
Ocala, Florida 34474

XVIII. TERMINATION:

It is hereby agreed that this Agreement is for a term commencing on the date first above written, and ending two years after the effective date of this contract, or when the planing services and activities, described by Exhibit "A" are completed. This contract may be extended for a specific period of time and for mutually agreed upon compensation. It is understood however, that future extensions may be made only if fully executed in writing by the parties hereto.

Notwithstanding the foregoing, either party can terminate this Agreement upon thirty (30) day written notice, without cause.

XIX. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by the COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

XX. NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

XXI. PUBLIC ENTITY CRIME ACT

In accordance with Section 287.133, Florida Statutes, CONSULTANT will verify that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services. This will be accomplished by completing a Crimes Entity Form for each Work Authorization.

XXII. TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

XXIII. CONSENT TO JURISDICTION

CONSULTANT hereby irrevocably submits to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall lie in Nassau County.

XXIV. ENTIRE UNDERSTANDING:

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties hereto.

XXV. BINDING EFFECT:

This Agreement shall not be binding until executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date first above written.

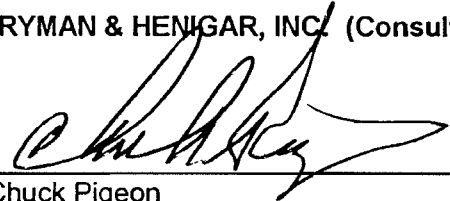
ATTEST:



Fred Goodrow

Title: Principal

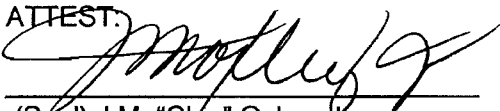
BERRYMAN & HENIGAR, INC. (Consultants)

By: 

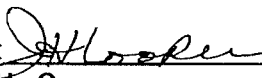
Chuck Pigeon

Title: Principal

NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS (County)

ATTEST: 

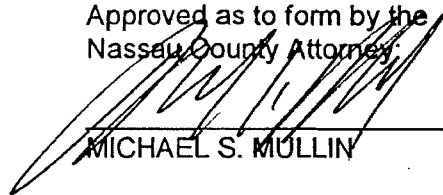
(Seal) J.M. "Chip" Oxley, Jr.
Clerk of Court

By: 

J. H. Cooper

Title: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

**NASSAU COUNTY
Scope of Work
for
Comprehensive Plan Amendments**

Activity A: Meeting Schedule

Task 1 Nineteen Meetings- have been scheduled for public participation purposes. Three meetings in the Yulee Planning District, three in the Hilliard Planning District, three in the Callahan Planning District and three in the Amelia Island Planning District. Three meetings focusing only on the transportation issues along the A1A corridor. Four meetings with the planning commission and County Commission, three of which will be "Public Hearings" as part of the adoption process. Two members of the consultant team will be at each meeting. Those members of the consultant team will be the Project Manager and whichever team member is the most appropriate for the meeting issues to be discussed. All meetings scheduled in accordance with the above meeting schedule shall be devoted exclusively to issues of this scope of work. Any time where the consultant is required to be present at meetings where other agendaed or added items are considered will be billed at the hourly rates contained in Exhibit B.

Additional information about these meetings is shown in the table below.

<u>Meeting Location</u>	<u>Type or Purpose of Meeting</u>	<u>Number of Meetings</u>
Amelia Island Planning District	Planning Issues	3
Yulee Planning District	Planning Issues	3
Callahan Planning District	Planning Issues	3
Hilliard Planning District	Planning Issues	3
County Administrative Offices	Planning Issues with LPA/ Co. Comm.	1
County Administrative Offices or at a location within a Planning District	Public Hearings as part of the Plan Adoption Process	3
County Administrative Offices or at a location within a Planning District	Transportation Issues	3
TOTAL		19

Task 2 Kick-off Meeting- with staff.

Task 3 Fifteen Progress Meetings - with staff and the Project Manager.

Task 4 Additional meetings to address only transportation issues will be held. These meetings are described below under: **Activity D: Transportation Analysis.**



Activity B: General Planning Services

- Task 1 Prepare Format / Style Manual- The consultant will review the existing comprehensive plan to understand the format and style of that plan and determine how best to incorporate changes to the data and analysis and Goals Objectives and Policies. A draft style sheet will be developed for preparation of all study documents. Following that a format outline for the various textual inputs will be prepared for review and approval of the County Staff. A final Management Control Document will be prepared.
- Task 2 Prepare a Public Involvement Plan- A public involvement plan of action will be prepared. The plan will include specific objectives for involving the public. The plan will address meeting schedule, newsletters, meeting format, public hearing and the process for integrating citizen concerns into the decision-making process. An assignment chart delegating consultant and county staff responsibility will be included. The public involvement plan will be reviewed and approved by the Board of County Commissioners.
- Task 3 Population Analysis- Using BEBR's data, the consultant will analyze past population data countywide and by planning area and TAZ (if applicable). Past trends of annual tourist and temporary populations will be analyzed using available data from sources such as the Chamber of Commerce, Tourist Information Statistics, and Economic Development agencies. A past trend of permanent and seasonal population levels by planning area and TAZ will be developed.
- Task 4 Population Projections- Using BEBR's information, and the data from the previous tasks three population projection scenarios will be developed and applied to each planning area and TAZ. This will be reviewed with the County. From the three population scenarios one population trend line will be selected for each planning area and TAZ. This will be the basis for land use allocation in the distribution of future land use designations.
- Task 5 Land Use Inventory- Using building permit information, aerial photographs, land classification maps and visual survey information an existing land use map and inventory will be prepared by planning area and TAZ. The distribution of the various land use categories (residential, commercial, industrial etc.) will be prepared for each planning area and TAZ. This information will be used to calculate future land use demands and geographical allocation.
- Task 6 Key Issues Analysis- Based on the above tasks, discussions with county personnel, information from Activities C and D below an analysis of the key issues will be prepared. These issues and recommended action programs or policies will be discussed with county personnel and at the various public meetings for review and comment. Strategies for inclusion in the updated comprehensive plan will be developed.

- Task 7 Prepare Revised Data and Analysis- Based on the above tasks and Activities C and D below, revisions to the Data & Analysis in the Future Land Use, Conservation and Transportation Elements of the Nassau County Plan will be prepared.
- Task 8 Prepare Revised Goals, Objectives & Policies (GOP)- Using the above tasks, information from Activities C and D below and comments at public meetings, draft changes to GOPs in the Future Land Use, Conservation and Transportation Elements will be prepared for public and county review and recommendation. Following County Commission comments a revised "public hearing" draft of GOPs and FLUP map will be prepared. After the planning agency public hearings a submitted draft for FDCA review will be prepared. Following the ORC report from FDCA and review by the Board of County Commissioners a final adoption draft will be prepared.
- Task 9 Prepare Future Land Use Plan (FLUP) Map- Based on the above tasks, information from Activities C and D below, input from public meetings, the Planning Board and the Board of County Commissioners, a draft FLUP map will be prepared for public workshops and review by the Planning Board and County Commission. A second draft for Planning Board approval will be prepared. Following the ORC report from FDCA and review by the County Commission a final map will be prepared.

Activity B Deliverables*-

1. One draft and one final Format/Style Manual.
 2. One draft and one final Public Involvement Plan.
 3. One past population trend analysis.
 4. One draft alternative population projections and one final population projections document.
 5. One existing LU map and inventory analysis study.
 6. One draft and one final Issues Analysis document.
 7. One draft and one final changes to the data and analysis sections of the Future Land Use (FLU), Conservation and Transportation Elements of the Nassau County Comprehensive Plan.
 8. Two drafts and one final changes to the GOPs of the FLU Conservation and Transportation Elements of the Comprehensive Plan.
 9. Two drafts and one final FLUP map.
 10. Three public participation meetings in each of 4 Planning areas.
 11. Three public meetings in the SR A1A corridor area.
 12. One public hearing with the LPA.
 13. Three meetings (including public hearings) with the County Commission.
 14. Fifteen staff meetings.
 15. One Kick-off meeting.
- * One camera ready copy of all deliverables will be prepared for reproduction by the county. The final document will also be delivered in MSWord format on an electronic disk.

Activity C: Nassau County Wetlands Analysis

The purpose of the Nassau County Wetlands Inventory is to provide a basis for mitigating or directing incompatible land uses away from wetlands in accordance with resolution 98-149 and 9J-5.0055. The inventory also is designed to provide a county wide inventory of wetland types and acreage and identify wetlands which are "sensitive" or "important" wetlands for which the state, county, local government, planning district or citizens may desire extra protection based upon existing special designations, historic importance or alternatively, wetlands which may not be pristine or provide important values and therefore afforded minimal protection.

PHASE I COLLECTION OF EXISTING AVAILABLE INFORMATION

- Task 1 Collection of Existing Wetland Related Data- Berryman & Henigar will collect existing, readily available information in an electronic format in order to support the wetlands inventory for Nassau County. This would include all of parts of the pertinent (20) USGS Quadrangles in a Tagged Image Format Files (TIFF), Digital Ortho Quads (DOQs) or as scanned images, the pertinent National Wetlands Inventory (NWI) Maps (all of part of 20) in an ArcInfo (.e00) file format, the pertinent 1995 color-infra-red aerial images (all or part of 52 scanned images), the SJRWMD Vegetation Maps (only 4 completed), the soils survey maps in an electronic format (if available) and the SJRWMD Land Use Land Cover Maps (as available). B&H staff will meet with county planning staff to identify and determine if there is any county derived data that should be included as a data layer. It is anticipated that the NWI Maps will serve as the principal source of Wetland Information, since it is the only complete wetland information for the county.
- Task 2 Collation Compilation and Rectification of Data- Berryman & Henigar will compile the above-referenced data in an ArcInfo, ArcView or AutoCad 14 Format. Rectification refers to placing the acquired data in a similar coordinate system (UTM, NAD, or State Plane) and in similar formats. Individual files will require matching along edges and trimming to compile a "seamless" data base. Once compiled it is anticipated that all the (raw) data will be placed on a CD-ROM in ArcView shape file format for other users access.
- Task 3 Collection of Supplemental Data- The other sources of data will provide additional data layers for collateral information and/or for future use, display and analysis. These data layers (themes) will be important in terms of identifying "sensitive" or "important" wetlands for which the state, county, local government, planning district or citizens may desire extra protection based upon existing special designations, historic importance or alternatively, wetlands which may not be pristine or provide important values and therefore afforded minimal protection. B&H will research and identify any specific wetlands or surface water bodies which are afforded special protection status such as Wild and Scenic Rivers (St. Marys River), Outstanding Florida Waterbodies (OFW's), Surface Water Improvement and Management (SWIM) Waterbodies, wetlands within protected or managed areas such as state parks etc. B&H will digitize the flood plain maps and review the SJRWMD Save Our

River (SOR) 5 year Management and Acquisition Plans and similar documents to identify wetland areas of concern. As an option (costs not included) B&H can include a layer for listed species location data (U of F GeoPlan Center) or data derived from the "Closing the Gaps" study by the FGFWFC (habitat hot spots) to assist in identifying special wetlands where listed species are present or which are considered important in terms of closing habitat gaps and reducing habitat fragmentation. B&H staff will meet again with county planning staff to identify and determine if there are any county derived wetland protection areas that should be included as a data layer. Data that is not in a digital format will be digitized.

Task 4 Digitize Future Land Use Map- In order to perform the required overlay analysis of land use patterns, development, population and land use projects with wetlands, the FLU Map must be digitized by hand or by scanning. The planning districts will also be digitized at this stage. This phase can occur at any time and concurrently with other phases. B&H will digitize only the essential information needed for the analysis, classification categories will be limited to 10-12 meaningful generalized categories related to future development on the Future Land use Map (Residential, Commercial, Planned Developments, Industrial etc.). B&H will evaluate the cost effectiveness of scanning the map into digital format. The cost for digitizing or scanning the FLU Map is provided as a line item expense.

Task 5 Public Meeting- B&H will develop graphics and maps for public meetings. In addition, B & H will provide hard copy exhibit and computer resources for use at, and coordinate a public hearing/public involvement meeting to present the compiled existing information. Public comment will be garnered regarding the accuracy / validity of the data presented.

PHASE 2 DATA MANIPULATION AND ANALYSIS

Task 6 Simplify Wetland Data- Since the NWI and other source derived data may have inconsistent and complex wetland designations, the wetland classification for the inventory may be simplified to its broadest classification for analysis. B&H will confer with the county planning staff, DCA and WMD to determine a suitable classification scheme. This would most likely include classifications for riparian forested, marsh, and open water, coastal areas, isolated vs connected wetlands.

Task 7 Determine Wetland Acreages- B&H will analyze and compile data on wetland acreage and location. Wetland type and acreage including special protection areas or "sensitive" wetlands will be extrapolated for the data base by planning districts.

Task 8 Thematic Overlay Analysis- The GIS data layers (themes) that have been created will be utilized for more specific analysis such as determining the development patterns within the Yulee Planning District, with particular focus on the SR A1A Corridor and conflicts in the land development pattern with wetlands impacts. These data will also be provided for the transportation analysis.

- Task 9 Public Meeting- B&H will present final analysis of data regarding location of wetlands including sensitive or protected areas and future land use patterns and take comment from public on results and perceived methods of protection and directing development away from sensitive areas.
- Task 10 B/H will respond to issues brought up at public meetings. Response will include research and investigation of issues that are of concern to the public. Meetings will be held with County staff to compile public comment and determine protection approach to satisfy DCA requirements and citizens concerns.

Activity D: Transportation Analysis

- Task 1 Kick-off Meeting- Ghyabi Lassiter & Associates (GLA) will meet with Nassau County staff to ensure the information collected and/or intended to be used in the transportation analysis is the best available and that the direction of the study is satisfactory to Nassau County.
- Task 2 Inventory of Existing Driveway Spacing- GLA will field check the major arterials and collectors within the Yulee District to collect the best available data on driveway spacing. This will provide valuable information to the County for roadway capacity analysis within the Yulee District.
- Task 3 Capacity Analysis of Existing Conditions- GLA shall use the traffic counts available from Nassau County and the inventory of driveway spacing under Task 2 to evaluate existing operating levels of service. GLA shall use the Florida Department of Transportation Generalized Capacity Tables, with adjustments as noted from GLA Task 2, to evaluate levels of service.
- Task 4 Project Future Traffic (2005 & 2010)- GLA shall utilize information collected under Tasks 2 & 3, as well as Future Land Use data provided at the Traffic Analysis Zone level by Berryman Henigar, to project future traffic volumes on the major arterials and collectors in the Yulee District.
- Task 5 Capacity Analysis of Future Conditions (2010)- GLA shall update the capacity inventory used in Task 3 to include all committed and applicable planned improvements. GLA shall then evaluate the future operating levels of service based on the FDOT Generalized Capacity Tables, with adjustments noted from Task 2.
- Task 6 Identify Capacity Improvements- GLA shall identify major capacity improvements, based on the analysis of Task 5, necessary to maintain the adopted level of service standard over the planning period.
- Task 7 Documentation- GLA shall provide Nassau County a Draft Report for review and comment.
- Task 8 Respond to Comments- GLA shall respond to all Nassau County comments wither through revisions to the report or in writing if the response does not result in a

revision to the report.

- Task 9 Final Documentation- GLA shall provide a Final Report to Nassau County.
- Task 10 Concurrency Management- GLA shall review the existing Nassau County Concurrency Management System and assist the county staff in identifying areas in the system that may be revised to improve the Nassau County data collection efforts for Transportation Concurrency.
- Task 11 Staff Meetings- GLA shall hold seven meetings with County Staff to address transportation issues. One or more of these meetings will be held in the Amelia Island Planning District.
- Task 12 Public Meetings- GLA shall hold four meetings with the public to address transportation issues. One of these meetings will be held in the Amelia Island Planning District.

HOURLY RATE SCHEDULE

<u>TITLE</u>	<u>HOURLY RATE</u>
Berryman & Henigar Principal in Charge	\$92
Ghyabi/Lassitor Principal in Charge	\$120
Berryman & Henigar Project Manager	\$81
Ghyabi/Lassitor Project Manager	\$92
Transportation Modler	\$81
Transportation Planner	\$55
Engineer	\$81
Senior Planner	\$68
GIS Analyst	\$68
Environmental Scientist	\$92
Drafting/Graphics Technician	\$50
Planner	\$65
Planning Tech	\$65
Clerical	\$35
<u>Attorney (Administrative Hearing Rate)</u>	<u>\$200</u>



Addendum I

A Scope of Work Addendum to Exhibit "A" of the CONSULTANT AGREEMENT entered the 26th day of April 1999, by and between Nassau County Board of County Commissioners and Berryman & Henigar, Inc,

Prepare Staff Report for County Evaluation and Decision

The CONSULTANT will review all requests for planning and zoning related matters as outlined in the fee schedule below. A written report for County review will be prepared. The following procedure for CONSULTANT review services will be followed:

- All material will be transmitted to the CONSULTANT with sufficient time for review and preparation of written comment. Generally, the material must arrive in the CONSULTANT's office a minimum of 72 hours prior to the desired delivery time to the COUNTY. The exceptions are the DRI and Comprehensive Plan amendment process which will require a schedule of completion to be developed for each application
- All material and the analysis report will be returned (at COUNTY expense) to the COUNTY by the requested deadline. The report will be e-mailed to the COUNTY so that they may make any changes they deem appropriate. If any changes are made the CONSULTANT's name and any other identifying marks, if any, must be removed.
- The analysis report will be prepared on a County approved format. Any applicable Comprehensive Plan policy issues will be noted on the report. If the COUNTY desires, a recommendation will be made.
- The fees proposed include only the CONSULTANT's in-house review and comments. Attendance at any meetings will be at the rate of \$475 per meeting. (Note: This could be charged to the applicant also.)

SCHEDULE OF CONSULTANT REVIEW FEES

		<u>Initial Fee</u>
1	Application for APPEAL (to Planning/Zoning Board)	\$360.00
2.	Application for CONDITIONAL USE or VARIANCE (<i>Determined by Use</i>)	
	- Rural or Residential.....	\$360.00
	- Commercial/Industrial	\$360.00

3. Application for **REZONING** land..... \$360.00 plus \$10/acre
4. Rezoning to **PLANNED UNIT DEVELOPMENT (PUD)** \$360.00
plus the greater of \$10/acre for first five hundred (500) acres plus 1\$/dwelling
unit over five hundred (500) acres, or

\$5/dwelling unit for the first one thousand (1,000) dwelling units plus \$1/dwelling
unit over five hundred (500).
These fees shall apply to applications for Paragraphs 4; 4a.(1) (2) and (3).
 - a. PUD Final Development Plan Review:
 - (1) Single Family/Multifamily..... \$360.00 + \$1/ per unit
 - (2) Non-Residential\$360.00
5. **DEVELOPMENT OF REGIONAL IMPACT (DRI)**
 - a. Review Deposit: \$3000.00 plus \$10/acre
for the first one thousand (1,000) acres, plus \$1/acre over one thousand
(1,000) acres.
 - b. Development Order Amendment \$500.00 plus \$5/acre
 - c. Annual Monitoring Report Review..... \$360.00

NOTE: The PUD review fee shall be one-half (1/2) of the normally calculated fee if the
PUD is reviewed simultaneously with Application for Development Approval
(ADA) for a Development of Regional Impact (DRI) and combined as a single
Development Order.
6. **COMPREHENSIVE PLAN**
 - a. Future Land Use Map (FLUM) Amendment..... Deposit: \$1000.00 plus \$10/acre
for the first five hundred (500) acres plus \$1/acre for each acre over five
hundred (500) acres.
 - b. Small Scale FLUM Amendment..... \$360.00 plus \$10/acre
7. **SITE PLAN REVIEW** (*required by Section 27.17*)
 - a. Staff (Inter-office) Review..... \$360.00
 - b. Planning and Zoning Board Review
 - (1) Residential (Single/Multi-family)..... \$360.00 plus \$1.00/unit
 - (2) Non-Residential \$360.00
8. **Right of Way Abandonment Review**..... \$360.00
9. **CONSULTANT Attendance at County Meetings (per meeting)**..... \$475.00*


Note: All fees are the base fee for review of request and preparation of one written staff report. (Except DRIs and Comprehensive Plan Amendments) DRI request will follow the procedure of State statute. Both types of applications will require payment of hourly fee rate once the initial deposit has been used based on the hourly fee rate.

Incomplete submissions requiring further review will be billed based on the hourly rate. The above reviews do not include concurrency management review or traffic analysis.

This Addendum (Addendum I) will expire One year from the date on which it is signed. It can be renewed annually for the next three years upon approval of both parties.

Approved to Proceed by
Nassau County Board of County Commissioners

Berryman & Henigar:


Chairman 1-5-2000
Date

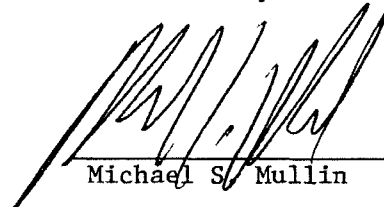

Fred Goodrow, Principal

Attest:

County Court Clerk 1-5-2000
Date

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin 1/6/2000
Date

Addendum II

A Scope of Work Addendum to Exhibit "A" of the CONSULTANT AGREEMENT entered the 26th day of April 1999, by and between Nassau County Board of County Commissioners and Berryman & Henigar, Inc,

Prepare EAR Based Amendments

The development of an EAR based amendment to the Nassau County Comprehensive Plan will consist of two phases. Phase I will involve a review of past and existing conditions in the community. Reviewing the data that was collected and reviewed in the recently completed Evaluation and Appraisal Report of the Plan will do this. Phase II will involve the development of new and revised planning Goals Objectives and Polices. The recommendations of the Evaluation and Appraisal Report will be used as the basis for developing these new and revised Goals, Objectives and Polices. This proposal does not include as part of the scope of services any of the work we are preparing under our existing agreement. That work, however, will be incorporated and coordinated with the work to be accomplished under this scope of services. One copy of all deliverables will be provided to the COUNTY. The COUNTY will be responsible for duplication of all the copies they feel are required to distribute.

1. Data Collection and Analysis

State Planning Legislation requires plan amendments to be based on the most accurate and applicable data. The intent of the data and analysis portion of the plan is to provide a basis for improved decision-making. That is, the data and analysis document is the foundation and basis for the plan's goals, objectives, and policies.

Although the Evaluation and Appraisal Report does provide a significant amount of information needed to complete the data and analysis document. The information is in summarized format and may not address 100% of the issues required in Florida Statute 163, (J9-F.A.C. and related legislation. In addition, some of the information may be out of date and/or incomplete. Therefore, information contained in the Evaluation and Appraisal Report will be verified as to timeliness and accuracy. It will then be revised as necessary and included in a revised data and analysis document.

Another issue is related to the planning activities that are being undertaken by Berryman & Henigar as part of the County Resolution 98-149 Planning Project. These planning activities will not be repeated as part of this EAR based amendment project. Rather, the information will be incorporated into the EAR based plan amendment as appropriate. The Resolution 98-149 Planning Project includes mapping related to existing and future land use, wetlands and traffic. Other planning activities that the Resolution 98-149 Planning Project addresses includes the development of population trends, estimates, and projections. In addition, some analysis and data collection related to land use, traffic and wetlands issues has been undertaken. Since these important data and analysis activities are already being addressed, they will not be a cost item in this proposal.

2. Goals, Objectives and Policies

Goals are defined by State Planning Legislation as "a long-term end toward which programs or activities are ultimately directed." As a minimum, the comprehensive plan is required by rule to cover the first five-year period after plan adoption and an over-all ten-year period. This means current issues must be assessed but future concerns must also be anticipated.

Identifying the actions needed to ultimately accomplish each goal can provide a basis for formulating related objectives and policies. An objective is defined by the minimum criteria rule as "a specific, measurable, intermediate end that is achievable and marks progress toward a goal". Objectives provide a standard for measuring achievements, evaluating and, if necessary, taking timely corrective action. In combination with policies directed to achieve specified results, objectives provide purpose and direction to the planning process.

Policy is defined as the way in which programs and activities are conducted to achieve an identified goal". Policies have several purposes. They must achieve the community's specified objectives and ensure plan implementation. They must also provide a basis for ensuring consistent provision of facilities, future land use decision-making, and protection of natural resources.

Berryman & Henigar will develop revised goals, objectives and polices based on the recommendations of the EAR. The following describes the Project Schedule and Scope of Services to be provided in developing an EAR based comprehensive plan amendment for Nassau County.

Project Schedule

TASK I:

NOVEMBER, 1998:

Hold kick off meeting with County staff; attend to contractual and administrative matters.

TASK II:

DECEMBER - JANUARY 2000

Schedule initial and subsequent Public Hearings on the proposed Local Government Comprehensive Plan Amendment. This task will involve meeting with the public and County officials, both individually and collectively in order to obtain knowledge of local problems, issues and concerns. The County will be responsible for all public hearing and workshop notices.

Assess existing documents pertaining to the Local Government Comprehensive Plan, including the Evaluation and Appraisal Report and other planning documents from state and federal sources. The information obtained will for the basis for developing a comprehensive plan amendment.

TASK III:

FEBRUARY - APRIL 2000

Prepare a draft Local Government Comprehensive Plan Amendment. This task will utilize the findings of the previous tasks, including appropriate input from the Florida Department of Community Affairs to prepare a revised Data Collection and Analysis Report and a proposed amendment to the Goals, Objectives and Policies Document.

TASK IV:

MAY 2000

Submit proposed plan amendment to the Florida Department of Community Affairs for review and Comment.

TASK V:

JUNE 2000

If the Department finds the plan amendment acceptable as described in the Objections, Comments and Recommendations Report, it can then be adopted without change by County ordinance. If revisions are needed, the required changes will be made with adoption of the amendment-taking place shortly thereafter. The plan is then resubmitted to the state.

Deliverables

PHASE I: Data Collection and Analysis Document

A Data Collection and Analysis Document will be developed that:

- 1) Based on the Evaluation and Appraisal Report,
- 2) Addresses the requirements of Chapter 163, Florida Statutes and Florida Administrative Code 9J-5.

A wide range of data sources will be accessed including information provided by Nassau County, regional agencies, and state/federal sources.

A more detailed description of the components that comprise the Data and Analysis Document is provided below.

Future Land Use Element

The purpose of the Future Land Use Element is the designation of future land use patterns as reflected in the goals, objectives and policies of the Comprehensive Plan elements. Before this element can be amended, the existing land use must be analyzed. The existing land use map(s) will be reviewed to determine generalized land uses. Where appropriate the natural resources of the area will be shown on the map series.

The revised Future Land Use Element will be based on the recommendations of the EAR. A major task in this regard is to analyze the availability of facilities and services to serve existing and future land uses. This analysis will build on information already being addressed by the County Resolution study. This information includes the following:

Determination of the approximate acreage and the general range of density or intensity of development have already been prepared.

Analysis of the character and magnitude of existing vacant or undeveloped land in order to determine its suitability for future use is in the process of being addressed by the County Resolution Planning Project.

An analysis of the amount of land needed to accommodate the projected population.

The aim of collecting and analyzing future land use related information is to provide a sound basis for the Plan's goals, objectives and policies.

Housing Element

The purpose of this element is to provide guidance to the local government in developing appropriate plans and policies to meet identified or projected deficits in the supply of housing. These plans and policies address government activities as well as provide direction and assistance to the efforts of the private sector. The acquisition and updating of data regarding housing will emphasize the most appropriate ways to manage residential land use within the County limits. None of the planning activities required for this plan element are being addressed by the County Resolution planning project.

Intergovernmental Coordination Element

It is the purpose of the intergovernmental coordination element to identify and resolve incompatible goals, objectives, policies and development proposed in local government comprehensive plans and to determine and respond to the needs for coordination processes and procedures with adjacent local governments, and regional and state agencies. In addition, since Nassau is part of the Jackson County Local Government Comprehensive Plan, particular attention needs to be paid to the manner in which the County administers its comprehensive plan and land development code in conjunction with the County to ensure the County's best interests are maintained. None of the

planning activities required for this plan element are being addressed by the County Resolution planning project.

Traffic Circulation Element

The purpose of the traffic circulation element is to establish the desired transportation system. Before planning for the future motorized and non-motorized traffic circulation system, a base system has to be established. An update to the existing traffic circulation map using the Florida Department of Transportation Functional Classifications shall be created.

The analysis of the existing traffic circulation patterns will be based on variety of issues including an analysis of the existing traffic circulation levels of service and system needs.

In addition, an analysis of the projected traffic circulation levels of service and system needs based upon the land uses shown on the land use map(s) will be provided.

This analysis will also consider the adopted level of service standards, improvements, expansions and new facilities planned for in the Florida Department of Transportation 5-Year Transportation Plan and will, to the maximum extent feasible as determined by the local government adopting the local government comprehensive plan, be compatible with all state and regional policy plans. Recommendations will be made as to how the County can manage its traffic circulation system in a cost efficient and effective manner.

The existing Berryman & Henigar planning project is already addressing many of the traffic planning tasks. The extent of additional traffic planning services to be provided by Berryman & Henigar will need to be further negotiated. Therefore, this addendum does not include a fee for planning services related to transportation. But rather, Addendum III (following) addresses the transportation issue.

Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element.

The purpose of this element is to provide for necessary public facilities and services correlated to future land use projections. Where services are shared with other governmental jurisdictions, the proportional capacities will be allocated appropriately and estimates for future needs will be coordinated with those jurisdictions.

The following data will be updated, collected and analyzed for public and private sanitary sewer facilities, solid waste facilities, and potable water facilities:

1. The entity having operational responsibility for the facility;
2. The geographic service area of the facility and the predominant types of land uses served by the facility,
3. The design capacity of the facility;
4. The current demand on the facility; and

5. The level of service provided by the facility

Further, existing and projected sanitary sewer, solid waste, drainage and potable water facility needs shall be identified.

Major natural drainage features and natural groundwater aquifer recharge areas within the local government's jurisdiction shall be identified, and a topographic map shall be included depicting any areas adopted by the Northwest Florida Water Management District as prime groundwater recharge area for the Floridian aquifers.

Existing regulations and programs which govern land use and development of natural drainage features and groundwater recharge areas, or portions thereof, shall be identified and assessed and the strengths and deficiencies in those regulations and programs in maintaining the functions of the natural drainage features and groundwater recharge areas shall be assessed.

Recommendations will be made regarding how the County can maintain the provision of public services at the lowest feasible cost to local taxpayers. None of the planning activities required for this plan element are being addressed directly by the County Resolution planning project.

Coastal and Conservation Elements

The purpose of the coastal and conservation elements is to promote the conservation, use, and protection of coastal and non-coastal natural resources. The first step is to update existing information on the natural resources within the County's jurisdiction.

For each natural resource, existing commercial, recreational, or conservation uses, known pollution problems including hazardous wastes and the potential for conservation, use or protection shall be identified.

Current and projected water needs and sources for the next ten-year period based on the demands for industrial, agricultural, and potable water use and the quality and quantity of water available to meet these demands shall be analyzed. The analysis shall consider existing levels of water conservation, use and protection and applicable policies of the Water Management District.

Recommendations will be made regarding strategies for protecting natural resources. The existing Berryman & Henigar panning project under the County resolution addressing FDCA concerns addresses only wetland issues. An extensive amount of wetland mapping has already been undertaken. In addition, some analysis has been conducted to support revised development policies that protect wetlands. The Berryman & Henigar fee for this EAR based plan amendment process does not include wetlands mapping and wetlands analysis.

Recreation and Open Space

The purpose of the recreation and open space element is to plan for a comprehensive system of public and private recreation and open space sites, which are available to the public. Again, before future needs can be identified, existing information must be updated and additional information collected. The map identifying existing public and

private recreation sites and open spaces available to the public, including natural reservations, parks and playgrounds shall be updated. For each site, types of use such as activity-based or resource-based and types of recreation facilities provided, such as community centers and ball fields, shall be indicated either on the map or in the text of the accompanying report.

In the analysis of recreational facilities, the current and future needs for recreation sites based on estimated recreation demand and the availability to the public and adequacy of existing recreation sites and facilities will be assessed. In addition, recommendations will be made regarding the maintenance and improvement of recreation facilities.

Capital Improvements Element

The purpose of the capital improvements element is to evaluate the need for public facilities as identified in the other comprehensive plan elements and as defined in the applicable definitions for each type of public facility, to estimate the cost of improvements for which the County has fiscal responsibility, to analyze the fiscal capability of the County to finance and construct improvements, to adopt financial policies to guide the funding of improvements and to schedule the funding and construction of improvements in a manner necessary to ensure the capital improvements are provided when required based on needs identified in the other comprehensive plan elements.

Data requirements for this element are based on the public facility needs identified in the previous elements, the geographic service area and location of the existing public facilities. Existing revenue sources, such as ad valorem taxes, bonds, state funds, federal funds, gas taxes and impact fees shall be inventoried.

The analysis of this data will establish:

1. The current local practices that guide the timing and location of construction, extension or increases in capacity of each public facility;
2. The general fiscal implications of the existing deficiencies and future needs for each type of public facility.

Further, this analysis will be based on the needed improvements, as identified in the other elements, and will address the relative priority of need among facility types. It will identify the costs of needed capital improvements for mitigating existing deficiencies, for facility replacement, for providing for demand and will explain the basis of cost estimates.

It will assess the impact of new or improved public educational and public health care systems and facilities on the provision of infrastructure, and the use of timing and location of capital improvements to public facilities to support efficient land development.

This analysis will take into consideration plans of state agencies and the Water Management District that provide public facilities within the County's jurisdiction; and will provide an assessment of the local government's ability to finance capital improvements based upon anticipated population and revenues. None of the planning activities required for this plan element are being addressed by the County Resolution planning project.

FEE Phase One \$23,700

PHASE II: COMPREHENSIVE PLAN GOALS OBJECTIVES AND POLICIES

Phase II will involve the preparation of Goals, Objectives and Policies document. This document is a plan or recommended course of action for the County to follow in order to achieve its desired future. The plan is realistic, achievable and is based on the information contained in the Data and Analysis Document that was developed in Phase I. The following describes the major components of the Goals, Objectives, and Policies document.

Future Land Use Element

This element establishes the long-term end toward which land use programs and activities are ultimately directed. Specific goals, objectives polices will be amended or added to ensure residential land use develops in accordance with the intent of the County's elected officials.

Housing Element

This element will contain goals, which establish the long-term end toward which housing programs and activities are ultimately directed. It also will contain specific objectives for each goal. The provisions of the Housing Element will be coordinated with the Future Land Use Element. The Housing Element will ensure residential areas develop in an orderly manner, while at the same time ensuring that:

1. Adequate and affordable housing is available for the existing population, anticipated population growth, and households with special housing needs including rural and farm worker housing;
2. A program for the elimination of substandard housing conditions, and for the structural and aesthetic improvement of existing housing;
3. Adequate sites are available for housing for low and moderate income families, and for mobile homes,

Intergovernmental Coordination

This element will contain goals, which establish the long-term end toward which intergovernmental coordination activities are ultimately directed. Particular attention will be paid to the manner in which the County administers its comprehensive plan and land development code in conjunction with the County to ensure the County's best interests are maintained.

Transportation

This element will provide goals that establish the long-term end toward which traffic circulation programs and activities are ultimately directed. Further, the element will contain specific objectives for each goal which:

1. Provides for a safe, convenient and efficient motorized and non-motorized transportation system;
2. Coordinates the traffic circulation system with the future land uses shown on the future land use map or map series;
3. Coordinates with the plans and programs of any appropriate metropolitan planning organization, any public transportation authority, any appropriate resource planning and management plan prepared pursuant to Chapter 380, Florida Statutes, and approved by the Governor and Cabinet, and the Florida Department of Transportation's 5-Year Transportation Plan; and
4. Provides for the protection of existing and future rights-of-way from building encroachment.

Policies for each objective addressing implementation activities will be developed.

A future traffic circulation map will be updated providing the general location of proposed traffic circulation improvements. Transportation is not a cost item of this addendum. The amount and cost of additional transportation planning serves to be provided by the Berryman & Henigar team is contained In Addendum III.

Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge

This element will contain goals, which establish the long-term end toward which programs and activities are ultimately directed. Further, the element will contain specific objectives for each goal which:

1. Addresses correcting existing facility deficiencies,
2. Addresses coordinating the extension of, or increase in the capacity of, facilities to meet future needs;
3. Addresses maximizing the use of existing facilities and discouraging urban sprawl;
4. Addresses conserving potable water resources; and
5. Addresses protecting the functions of natural groundwater recharge areas and natural drainage features.

The element will also contain policies for implementing each objective.

Coastal and Conservation Elements

This element will contain goals, which establish the long-term end toward which coastal and conservation programs, and activities are ultimately directed. In addition, the element will contain specific objectives for each goal which:

1. Protects air quality,
2. Conserves, appropriately uses and protects the quality and quantity of current and projected water sources and waters that flow into estuarine waters or oceanic waters,
3. Conserves, appropriately uses and protects minerals, soils and native vegetative communities including forests; and
4. Conserves, appropriately uses, and protects wildlife and wildlife habitat.
5. Coastal resource management and protection
6. Hurricane evacuation

The element will contain policies for implementing each objective.

Recreation and Open Space Element

This element shall contain goals that establish the long-term end toward which recreation and open space programs and activities are ultimately directed. The element will also contain specific objectives for each goal which:

1. Ensures public access to identified recreation sites.
2. Coordinates public and private resources to meet recreation demands;
3. Ensures that parks and recreation facilities are adequately and efficiently provided; and
4. Ensures the provision of open space by public agencies and private enterprise.

The element will contain policies for each objective, which address implementation of activities.

Intergovernmental Coordination

This element will contain goals, which establish the long-term end toward which intergovernmental coordination activities are ultimately directed. It also contains specific objectives for each goal which:

1. Coordinates the comprehensive plan with the plans of school boards, other units of local government providing services but not having regulatory authority over the use of land, and with the comprehensive plans of adjacent municipalities, the county, and adjacent counties;
2. Ensures that the County addresses through coordination mechanisms, the impacts of development proposed in the local comprehensive plan upon development in adjacent municipalities, the county, adjacent counties the region and in the state;
3. Ensures coordination in establishing level of service standards for public facilities with any state, regional or local entity having operational and maintenance responsibility for such facilities.

Further, the element will contain policies for each objective to address programs, activities or procedures aimed at program implementation.

Capital Improvements Element

This element will contain goals, which establish the long-term end for the timely and efficient provision of public facilities through the use of sound fiscal policies. Further, the element will contain objectives for each goal and will address:

1. The use of the capital improvements element as a means to meet the needs of the County for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth and to replace obsolete or worn-out facilities.
2. The limitation of public expenditures that subsidize development in high hazard coastal areas;
3. The coordination of land use decisions and available or projected fiscal resources with a schedule of capital improvements, which maintains adopted level of service standards and meets the existing and future facility needs,
4. The extent to which future development will bear a proportionate cost of facility improvements necessitated by the development in order to adequately maintain adopted level of service standards; and
5. The demonstration of the County's ability to provide or require provision of the needed improvements identified in the other local government comprehensive plan elements and to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the ability of the local government to fund and provide or require provision of the needed capital improvements.

The element will also contain policies for each objective that address programs and activities for implementation.

The plan shall identify those programs to be adopted, which will ensure that the goals, objectives and policies established in the capital improvements element are met or exceeded. These programs shall include provisions that facilities and service at least meet the standards established and are available concurrent with the impacts of development so that no development order or development permit may be issued which results in a reduction in the levels of service below the level of service standards established in the comprehensive plan not later than one year after its submittal due date established in Chapter 9J-12, Florida Administrative Code


FEE Phase Two . . . \$33,400

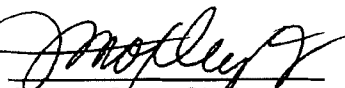
Total Fee \$57,100

Berryman & Henigar:

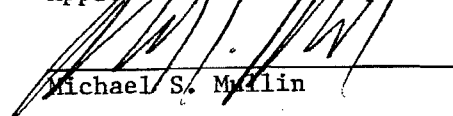

Fred Goodrow, Principal

Approved to Proceed by
Nassau County Board of County Commissioners


Chairman 1-5-00
Date

Attest: 
County Court Clerk 1-5-00
Date
Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:


Michael S. Mullin

Draft 11/24/99

Addendum III

A Scope of Work Addendum to Exhibit "A" of the CONSULTANT AGREEMENT entered the 26th day of April 1999, by and between Nassau County Board of County Commissioners and Berryman & Henigar, Inc,

Transportation Study

I. - Purpose

The purpose of this study is to present a short and long range plan which will ensure the most effective transportation system for the movement of goods and people in Nassau County.

This study will consist of the identification of issues, model validation review, convert future land use map into model format, develop the existing plus committed transportation network, forecast of future roadway volumes, and preparation of an analysis of future level of service problems.

An optional second phase may consist of the development of strategic alternative projects to improve future level of service problems, model the impacts of those improvements, and provide general cost estimates for any recommended improvements.

The Scope of Services will provide the information and data to Nassau County to enable the staff to prepare and submit the Transportation Element of the Nassau County Comprehensive Plan to the Department of Community Affairs. Alternatively, the scope can be modified to include preparation and submission of the element to the Department of Community Affairs.

II. - Study Goal and Objectives

A. Goal

The goal of this study is to develop a comprehensive plan to ensure that an effective transportation system will be in place to accommodate the anticipated growth within the study area. The study also will provide Nassau County staff a tool for analysis of future land use amendments and development approvals. The study also will provide the tool necessary for the county to work on a continuing basis with the Florida Department of Transportation in their on-going transportation planning and improvements programming.

B. Objectives

Phase 1

1. Transportation issues shall be identified.
2. Existing conditions shall be documented including:

- a. identification of the role of the affected agencies in the area;
 - b. traffic operations improvements including intersection and one-way pairs;
 - c. community issues including the preservation and protection of residential areas; and
 - d. transportation opportunities.
3. Future traffic demand shall be assessed by working with all affected local governments on their future development plans. This coordination will enable the consultant to develop the existing plus committed network and the 2010 model files necessary to project traffic and distribute the traffic throughout the Nassau County thoroughfare system.

Phase 2

- 4. Short and long-term alternatives shall be developed (to include a general cost analysis).
- 5. A "Preferred Alternatives Plan" shall be presented to the boards/commissions having expressed interest in Nassau County transportation and economic development.

III. – Study Components

The study shall include the following components:

Phase 1

- A. Identify Transportation Issues (Tasks 1)
- B. Review Model Validation of Existing Conditions (Task 2)
- C. Develop the Existing plus Committed (E+C) network (Task 3)
- D. Convert future land use map into the model zdata format (Task 4)
- E. Analysis of Future Conditions (Task 5)

Phase 2

- D. Develop Consensus of Issues for Alternatives Development
- E. Alternatives evaluation for implementation (Task 6)
The documentation shall include:
 - 1. improvements to existing facilities;
 - 2. new facilities; and
 - 3. expansion of existing or new transit services.
- F. Selection of preferred alternative (Task 7) - Develop a funding plan that can be used to prioritize improvements.
- G. Presentation of Preferred Alternatives Plan (Task 6).

IV. – Scope of Work

Task 1. Identify Transportation Issues (Phase 1)

This scope of work is intended to help all affected parties obtain meaningful input into the transportation planning process. It is important that the affected parties achieve acceptance on the study methodology and transportation issues, in the rapidly growing and economically significant areas of Nassau County.

The consultant will perform the following activities:

- conduct a study kick-off meeting. This meeting will be designed to educate the affected parties about the study process, schedule, anticipated products, and coordination with other planning activities (e.g., comprehensive plan updates, the Long Range Transportation Plan, FDOT TIP, County 5 Year Road Program, etc.). Coordinate the meeting and prepare a written summary of meeting minutes for distribution;
- participate in up to two meetings, if necessary, with the affected parties to reach agreement on the overall study scope and methodology;
- conduct a workshop with the affected parties to prioritize transportation issues in the study area. The workshop will be conducted with the affected parties and all other technical persons having an interest in the study.

Following the workshop, the consultant will synthesize the results and identify key transportation issues in the study area.

Task 2. Travel Demand Modeling - Existing Conditions (Phase 1)

A. Model Methodology Agreement

A methodology meeting shall be held by the consultant with the affected parties prior to initiation of work on Task 2. The meeting shall address the different modeling issues that will have an impact on the base model validation. These issues are, but not limited to, the following: travel demand models, study area, analysis years, socio-economic data, trip distribution, and roadway networks.

B. Base Year

Base year conditions shall be consistent with the base year utilized by the District 2 Florida Department of Transportation.

C. Study Area

The proposed study area for this transportation analysis will be Nassau County including all incorporated areas.

D. Study Area Transportation Model

The Florida Standard Urban Transportation Model Structure (FSUTMS) battery of programs will be utilized for travel demand forecasts. The base year will be consistent with that of the District 2 Florida Department of Transportation. GLA shall develop an Existing plus Committed (E+C)

network. The forecast year of 2010 consistent with the adopted Nassau County Future Land Use Plan shall be used.

Nassau County will soon be receiving a newly validated model courtesy of the FDOT District 2 Urban Office. GLA shall review the model structure within the study area previously determined to ensure that the validation (base) year structure of the model components are adequate for the future analysis year. The following steps shall be followed in the model review. The purpose of the model review is to give Nassau County staff an objective analysis of the recently validated model provided by the FDOT, and to account for growth during the planning period.

1. Review Traffic Analysis Zone (TAZ) Structure

Make modifications to the TAZs in the study area which may require refinement in terms of size (too large) or connectivity (not enough access). Coordination with major employment centers and special generators may be required in this task.

Splitting existing TAZs may be necessary in the area to influence model traffic impacts of DRIs or other major land use modifications. These additional TAZs should be coded into the base year network and all subsequent networks. Special care shall be taken to correctly code in new centroid connectors. The entire study area must be modeled to provide consistent data during the evaluation of alternatives.

2. Review Socio-Economic (SE) Data

The base year SE data files (ZDATA) shall be reviewed to include the latest development information. Modification to the TAZ structure will require updating the ZDATA files. The final set of ZDATA files to be used shall be presented and approved by the affected parties.

The model base year socioeconomic data will be reviewed within the study area on a zone by zone basis. The major trip generators that exist within the study area will be taken into consideration at the time of evaluating the model base year assignments. If the model base year run shows facilities that are over-assigned trips, the land uses will be checked to verify the high traffic generation.

Any irregularities of trip generation within the study area will be identified. Trip end summaries for zones of interest in the study area will be checked and evaluated for reasonableness. For

example, a traffic analysis zone consisting of high retail land use should not produce a high number of home-based work trips.

Model Validation Review

The approved urban area model shall be tested for accuracy by comparison of assigned volumes against observed volumes in study area for the 1997 base year. If the affected parties are not satisfied with the accuracy of the model, the "model" shall be refined in a process termed "Project Model Validation." This project level validation shall not constitute a major validation of the model itself.

The purpose of the project model validation review is to improve the link-by-link traffic forecasts within the study area. If the model verification process indicates irregularities in base year traffic assignments within the study area, the model should be subjected to Project Model Validation. The highway facilities for which modeled traffic assignments are not acceptable should be validated specifically to address the following:

- proper representation of traffic patterns through inclusion of parallel roadway links and other secondary and collector roads within the study area;
- the zone centroid connectors and their locations need to be examined and adjusted if necessary;
- selected zonal data such as land use information and trips generated by prominent retail generators should be compared and evaluated with the actual traffic counts;
- where appropriate, travel characteristic data should be modified within the zones using input from the affected parties and other data sources; and
- screen lines should be established within the study area and the base year model runs and traffic counts should be compared across the screen lines.

After being subjected to the Project Model Validation process, the model should be re-run for the base year. The base year re-runs within the study area should be evaluated using the following data:

- highway network with historical records i.e., type of facility, number of lanes, types of traffic controls, etc. within the study area;
- base year traffic counts within the study area;
- base year assignments within the study area;
- base year link capacities within the study area; and
- land use growth trends within the study area.

The Project Model Validation is deemed to be completed once the validated model meets the criteria described as follows:

**Table 1
Traffic Assignment Validation**

Validation Check	Scale of Computation	Suggested Accuracy
Assigned VMT/Count VMT	Area	5%
Assigned VHT/Count VHT	Area	5%
Volume-Count Ratio	Screenlines	10%
Volume-Count Ratio	Cutlines	10%
Assigned VMT/Count VMT	Facility & Area Types, No. of Lanes	15%
Assigned VHT/Count VHT	Facility & Area Types, No. of Lanes	15%
Percent Root Mean Square Error	Area	35% - 50%
Percent Root Mean Square Error	Link Volume Groups	25% (>50,000 VPD) 30%-100% (<50,000 VPD)

If the suggested accuracy level is not achieved, the following measures should be used to achieve an acceptable level of accuracy:

- modify the socioeconomic data if appropriate;
- dividing some TAZs into smaller TAZs;
- adjusting the locations of zone centroid connectors or adding zone centroid connectors; and
- adding links to the network.

Agreement between modeled and counted volumes must not be forced. Care must be taken to ensure that "lack of fit" is not simply moved from one link to another.

Refinements to the model must be made and the model run to again compare modeled to observed volumes.

Base year model runs should be compared with the base year ground counts in the study area. The volume comparison will indicate where specific network coding changes must be made. Significant traffic volumes assigned to a link in the study area that do not match the ground counts often point to a coding problem. Root mean square error (RMSE) is a check to assess the percent deviation between the model-generated

base year volumes and the base year ground counts. The RMSEs for network links within the study area should be determined.

Where the possibility of a major improvement exists (such as a new interchange or freeway) additional checks should be performed to raise the confidence level of the model generated traffic volumes in the vicinity of those projects.

G. Technical Report No. 1

This technical report shall document the existing (base year) conditions. All of the analysis and results derived from the work done under Task 1 and Task 2 will be incorporated in this report. Existing conditions will be detailed in terms of the objectives described in subsection 3 (page 1) of this scope of services.

Task 3. Future Conditions (Phase 1)

The consultant will convert the 2010 Future Land Use Map to model format and assign the 2010 trip tables to the 2003 E+C Network to determine deficiencies on the highway network. Future year conditions to be analyzed will include a level of service analysis using the 2003 E+C Network with 2010 land use data.

A. E+C Network Development

The future year model network shall be up-dated to incorporate the changes made to the base year model plus all planned improvements in the FDOT's, Nassau County's, and other applicable local governments five year road programs.

1. Review Socio-Economic (SE) Data

The 2010 land use scenario will be developed by the consultant and reviewed by the affected parties to incorporate all existing and proposed development. TAZ splits made in the base year analysis must be carried through to the future years. All anticipated developments will be considered when updating the land use data.

B. Future Year Level of Service Analysis

Analyze the E + C model network links for level of service deficiencies based on the 2010 data sets, using the FDOT generalized planning tables.

1. Adopted Level of Service Capacity

The consultant will use the County's adopted level of service capacities as a reference point in beginning the analysis. Roadway capacities will only be modified with the concurrence of the affected parties.

2. Level of Service ART-PLAN Input Variables
The consultant will coordinate with the affected parties regarding all ART-PLAN input variables (if ART-Plan is necessary). Signal timing issues will be coordinated with Nassau County.
3. 2010 Level of Service Maps
The consultant will prepare 2010 level of service maps that visually display future roadway deficiencies.

V. – Reporting

Three general reporting activities will be conducted within Phase 1 of this Scope. The first of these will be a series of two technical reports. The first technical report will document and present Task 2 the Travel Demand Modeling of Existing Conditions (model validation review). The second technical report will document and present Task 3, Future Conditions.

The second reporting activity is a Final Report that will be prepared by the Consultant to document the entire Phase 1 model validation review and future conditions analysis (Tasks 1, 2, and 3). The Executive Summary section of the Final Report will essentially be a concise digest of Technical Reports 1 and 2. This report will be designed to read as a freestanding background document with appropriate references to the technical reports, should the reader require additional detail. The technical section of the Final Report will compile the technical quantitative aspects of the validation study.

The third reporting activity will be Monthly Progress Reports prepared by the Consultant to document progress in the previous month, problems encountered and their proposed solution, adherence to schedules, percentage of completion, and planned activities for the next month. Invoices for the previous month's service will be attached. Invoices will be based upon the Consultant's estimated percentages of work completed within each task. Four (4) copies will be provided to the affected parties by the tenth day of each month, and the Consultant will be available to meet with the affected parties if required.

All of the technical reports shall be completed clearly and concisely in order to properly document all phases of the validation study. The Consultant will also provide the affected parties with computer diskettes containing each report in the latest version of Microsoft Word using Times Roman 12 point for font selection.

If the Consultant prepares reports, graphics, or other materials using desktop publishing procedures, copies of the appropriate data diskette(s) will also be provided to Nassau County. The reports required, together with the number of copies required, are summarized in Table 2, "Documentation Summary." Table 2 will be interpreted as

follows: Final Copies mean unbound originals suitable for reproduction, and Distribution Copies mean bound originals suitable for distribution. The Consultant will provide computer plots showing (for each link) road name, centroids and node numbers, area type, facility type, number of lanes, assigned daily volumes, and capacity for the base year, 2003 E+C, and 2010. Four (4) copies of each computer plot will be provided, along with the FSUTMS Plot output files (in HPGL format) used to generate them.

**Table 2
Documentation Summary**

Technical Reports		Preliminary Copies	Final Copies	Distribution Copies	ZIP Disk
TR 1	Travel Demand Modeling of Existing Conditions (model validation)	4	4	12	0
TR 2	Future Conditions Analysis	4	4	12	0
Final Report		4	4	12	0
Computer Plots (number per year)		4	4	0	0
Monthly Progress Reports		4 copies of each monthly report			

The diskettes that include the Final Report will have the following reports and data on them:

1. The Final Report (MS Word);
2. Two Technical Reports (MS Word);
3. GIS Level of Service Map Coverages (ArcView); and
4. All FSUTMS data sets .

VI. – Schedule

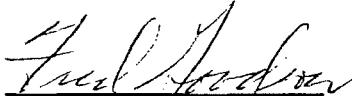
The Consultant agrees to begin work upon the issuance of a Notice to Proceed by Nassau County and to complete Phase I prior to July 1, 2000. The schedule is dependent upon timely reviews of the Consultant's work by the affected parties.

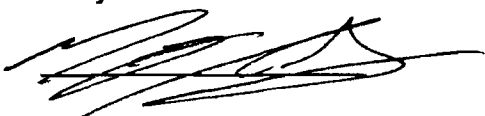
VII. – Responsibility of the Consultant


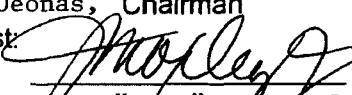
1. Derive through trip linkages and the EE/IE splits at each external zone.
2. Determine appropriate auto occupancy factors.

3. Run computer simulations for model checking, evaluation, and adjustment of the highway network, as deemed necessary.
4. Recommend data collection and/or field checks as needed.
5. Draft, develop graphics, write and edit reports concurrent with the project's progress.
6. Document the procedures and techniques used by all involved participants in the study.
7. Develop and provide the affected parties with network plots showing simulated daily 2010 traffic.
8. Obtain and use a valid licensed copy of the most current version of FSUTMS .
9. Obtain and use a valid licensed copy of the most current version of the FDOT's Level of Service software.
10. Prepare all documents identified in Table 2.
11. Print and deliver four (4) preliminary copies of all Technical Reports and the Final Report for review and approval.
12. Revise preliminary copies as indicated and provide final report copies within 15 working days after comments are received.
13. Prepare and submit to the affected parties four copies of monthly progress reports.
14. Print and deliver four (4) Final and twelve (12) Distribution copies of the Technical Reports and Final Report. Prepare and distribute the Final Report, GIS Level of Service Map Coverages (with all associated data attached) and all model data sets.
15. Provide the affected parties with four sets of each computer plot for 2010.

Total fee is for Phase I as described in Scope of Services. Budget Fee \$42,000
 for the optional Phase II as described in Scope of Services not Approved to Proceed by
 yet determined. *M.H. 1/21/00* Nassau County Board of County Commissioners

M.H. 1/21/00
Berryman & Henigar:

 Fred Goodrow, Principal

Ghayabi/Lassiter & Assoc.


 1-25-00
 Nick D. Deonas, Chairman Date
 Attest:  1-28-00
 J. M. "Chip" Oxley, Jr. Date
~~County Clerk~~
 Ex-Officio Clerk

Approved As to Form
 1/28/00
 Michael S. Mullin Date
 Nassau County Attorney

Addendum IV

A Scope of Work Addendum to Exhibit "A" of the CONSULTANT AGREEMENT entered the 26th day of April 1999, by and between Nassau County Board of County Commissioners and Berryman & Henigar, Inc,

LAND DEVELOPMENT REGULATIONS WORK PROGRAM

The following proposed scope of work includes: a description of the group of tasks required to completely update and reorganize the land development code, the anticipated products, and a schedule.

A. Identification of Issues and Definition of Format

- (1) **Project Initiation/Staff Workshop:** The first step in the project is to hold a kickoff meeting for purposes of establishing common understanding of task assignments, schedules, and communication issues. At this time, issue identification will also begin, through collection of documents from the County as well as initial interviews with County personnel.
- (2) **Issue Identification:** There are three components to issue identification. Where a comprehensive review is being conducted to update land development codes (LDCs) that meet statutory standards, it is essential to conduct a comprehensive issue identification process. The approach generally preferred by the *Berryman & Henigar* team is to first compile all documents (Comprehensive Plan, existing County regulations, any draft regulations, any design guidelines, etc.) to be included in the comprehensive review, followed by the development, of an index of issues in a matrix format. The matrix provides a comprehensive cross-reference of the issues to be addressed in the LDC, identifies the location (such as an ordinance or the plan), and results in highlighting the gaps, duplications, and inconsistencies in treatment of the issues. The matrix methodology was developed by *Berryman & Henigar* and has been used successfully by us on numerous land development regulation projects.

The second component of issue identification is input from the users. In the County of Nassau this input will be provided by the, County Attorney, Public Works Director and staff, planning and zoning staff, the Local Planning and Zoning Board and the County Commission. The issues identified and provided to the CONSULTANT will be added to the matrix. Because the matrix is a foundation document for the preparation of the updated LDC, it is important to include all issues in the matrix.

Thirdly, the CONSULTANT will evaluate for the County all sections of the existing LDRs -- those that have solid authority and source foundation as well

as those that don't. This process will clarify for the County of Nassau which of their regulations are more or less likely to be subjected to challenge. This then allows the County to make an informed decision as to whether to include the given provision. There may be cases where the CONSULTANT may recommend additional supporting technical work be undertaken to appropriately justify a provision. Historically, local governments enjoy a presumption of validity in their actions, that appears to be weakening, unless a local government goes the extra mile to technically support the provision. Coordination with the County Attorney's office, and any additional legal input from that office in this area as well as generally.

- (3) **Development of Updated Land Development Code (LDC) Format:** The LDC format will be developed by the CONSULTANT, provided to the County for feedback, and revised as necessary. The LDC format will be designed to be user-friendly, considering all types of users staff, applicants and the professionals working with them, the general public, existing regulations, and the appointed and elected officials. It is expected that there will be heavy emphasis on graphics and illustrations in the LDC, to reflect local design standards and issues. It is important to develop regulations that fit the needs of the community and, therefore, we have proposed a format selection process. Innovative as well as tried-and-true land development control techniques such as wetland bonus standards, density bonus standards, variable density bonus standards, floor-area-ratio (FAR) standards, affordable housing bonus standards, design standards, environmentally sensitive area standards, transfer of development rights (TDR), and historic preservation guidelines are just some of the specific techniques that will be analyzed.

Meetings and Workshop

The CONSULTANT will participate in a joint meeting of the Local Planning and Zoning Board and County Commission for purposes of discussing the results of issue identification and the LDC format. This joint meeting will be conducted as a workshop. The CONSULTANT will facilitate the workshop, explain the information provided, and seek input from participants as to issues, format, or other suggestions. As a result of the workshop, modifications may be made to the issues matrix and the LDC format.

A public workshop will be held to present and discuss the issues and to present the proposed ULDC format. The CONSULTANT will facilitate the workshop, explain the information provided, and seek input from the public on issues and format.

- Deliverables:
1. Issues matrix
 2. Legal analysis
 3. Format
 4. Workshop summaries
 5. Monthly progress reports

Number of Workshops: Two
Schedule: 1 month

(**Note:** all times in the schedule are from Notice to Proceed. One copy of all deliverables will be provided to the COUNTY. The COUNTY will be responsible for duplication of all the copies they feel are required for distribution.)

B. Development of Alternative Solutions

- (1) **Research and Report:** The issues identified will generally fit into two categories, the first being those which do not represent local issues but are required by statute. The second category includes those issues which require specific attention to determine an appropriate approach to regulation, both in terms of site design and development standards, and in terms of the administrative procedures for review and decision. The CONSULTANT team will conduct research into the alternative approaches, or solutions; review existing draft documents, and prepare a report which summarizes findings. It is expected that the report will group the issues, and present the alternative approaches to the issues within the group. It is also expected that the CONSULTANT team will build upon previous research into alternative approaches, rather than "starting from scratch".

Particular attention will be devoted to issues of code administration, information management; design standards for roads, stormwater, tree preservation, and landscaping; special exceptions; clarification of preservation and natural resource protection; concurrency requirements; sign standards; TDRs. FAR, consistency; conditional uses; and review and permitting procedures. Uncomplicated administrative procedures will be essential to the overall success of the County of Nassau's Land Development Code. Even with improved standards and a unified document of regulations, administrative procedures can essentially "make or break" the process of implementation.

- (2) **Alternatives Workshops:** The CONSULTANT will lead two workshops - one with the Local Planning and Zoning Board and one with the County Commission - to present the results of the research phase, including a verification of the issues addressed, the alternative approaches to each group of issues, and the recommendations for approaches. The workshop will be designed to ensure adequate discussion of the issues and alternative approaches, and to identify the approaches preferred by the Local Planning and Zoning Board and the County Commission.

Deliverables: 1. Alternatives report
2. Workshop summaries

3. Monthly progress reports

Number of Workshops: Two
Schedule: 2 months

C. Public, Staff, County Commission, and Citizens' Planning Advisory Committee Workshops

Public Workshops

The results from phases A and B above will be presented in one public workshop. The CONSULTANT will facilitate the workshop, which will be designed to present the issues, alternative approaches, and recommendations. The purpose of the workshop will be to educate and inform the public on the alternative approaches, to solicit input and suggestions on the alternatives, and to ensure that all issues are "on the table". It is expected that the workshop will be well advertised to ensure maximum participation.

Staff Workshop

The CONSULTANT team will prepare a workshop summary which describes the input received, the public reaction to alternatives, and preferences of the Local Planning and Zoning Board and County Commission. The CONSULTANT team and County staff will meet to evaluate alternatives and responses, and develop the final recommendation on approach and solutions.

Local Planning and Zoning Board and County Commission Workshops

The CONSULTANT will prepare a report which presents the recommended approach/solutions, including a summary of workshop results and the *Berryman & Henigar*/staff and legal evaluation. The CONSULTANT team will facilitate a workshop with the Local Planning and Zoning Board to present staff/CONSULTANT recommendations and receive the recommendation of the Local Planning and Zoning Board. A second workshop will be held with the County Commission to present the staff/CONSULTANT recommendations, the Local Planning and Zoning Board recommendations, and a summary of earlier workshop results. The CONSULTANT will facilitate this workshop, designed to result in a selected alternative by the County Commission.

- Deliverables:
1. Workshop summaries
 2. Summary report for commission
 3. Summary of selected alternatives
 4. Monthly progress reports

Number of Workshops: Four

Schedule: 4 months

D. Drafting of Land Development Regulations

- (1) **Draft Land Development Regulations:** The inputs to this task group are the selected alternative approach/solutions from phase C, the format developed in phase A, and the issue matrix. The *Berryman & Henigar* team will prepare a comprehensive and unified LDC document, including substantial use of both appropriate graphics and illustrations of design standards. This first draft will be reviewed for legal implications and presented to the staff for review and comment, and a revision prepared by the CONSULTANT team. It is expected that during this phase major sections of the LDC will be completed and forwarded to the staff for review, rather than completing the entire document before submitting for review. It has been our experience that this ongoing process is an efficient way in which to produce the complete updated draft of the unified LDC.
- (2) **Joint Workshop:** The CONSULTANT will facilitate a joint workshop of the Local Planning and Zoning Board, and the County Commission to present the draft ULDC, and engage in discussion on the products. The purpose of this workshop is to ensure that the issues are treated appropriately, to raise questions and make suggestions, and to direct further revisions to the draft LDC.
- (3) **Public Workshops:** The CONSULTANT team will facilitate one public workshop on the draft ULDC, designed to present the draft and solicit comments and suggestions from the public.
- (4) **Revised Draft:** The CONSULTANT will develop a revised draft of the LDC. The revised draft will respond to the suggestions received during the joint workshop and public workshop. This revised draft will be carefully reviewed by the CONSULTANT team to ensure consistency of format style, interrelationships, and legal defensibility.

Deliverables: 1. First draft unified LDC
2. Workshop draft unified LDC;
3. Comparison report
4. Workshop summaries
5. Revised/Hearing draft ULDC
6. Revised comparison report
7. Monthly progress reports

Schedule: 7 months

E. Adoption of LDC

- (1) **Presentation to Planning Advisory Committee:** The CONSULTANT will make a presentation of the unified LDC to the Local Planning and Zoning Board for final review and recommendation.
- (2) **Presentation to County Commission:** The CONSULTANT will make a presentation of the unified LDC, along with the Local Planning and Zoning Board recommendation, for adoption.

Deliverables: 1. First draft of LDC
2. Monthly progress reports

Schedule: 9 months

The scope of services will include, among other analysis and research tasks, the following:


- A. Review the definitions provided in the existing Codes and Ordinances and provide recommendations for making them more user friendly, and adding or deleting definitions as appropriate for the updated Code.
- B. Evaluate the various application review procedures in the existing land development regulations and provide recommendations for clarifying and simplifying them.
- C. Evaluate the design standards in the existing codes and ordinances related to road improvements, stormwater management, tree preservation and landscaping requirements. Major changes to these standards are not anticipated, but they may need to be simplified and clarified. It is anticipated that this task will require extensive coordination with County staff.
- D. Evaluate the existing code and ordinance requirements relating to preservation of natural resources and provide recommendations for clarifying and simplifying them.
- E. Evaluate the existing requirements relating to concurrency and provide recommendations for clarifying and simplifying them.
- F. Prepare design standards for all of the Activity Nodes along US-1, based upon the results of the existing study currently being done by Berryman & Henigar.
- G. Evaluate existing signage regulations in the Code and provide recommendations for modifications.


- H. Evaluate the existing provisions which apply to density and intensity requirements and the potential for transfer of development rights and provide recommendations for addressing these areas.
- I. Evaluate proposed Land Development Code amendments for consistency with the County Comprehensive Plan and Standard Engineering Practices.
- J. Identify possible Comprehensive Plan amendments necessary to implement the proposed Land Development Code amendments. These Comprehensive Plan amendments would be processed along with any amendments to be processed which are related to the County's Evaluation and Appraisal Report (EAR) submitted under a separate proposal.
- K. Research the County's Code of Ordinances to find other ordinances currently not part of the land development regulations which would be appropriate to put into a Unified Land Development Code.
- L. Presentation of recommendations to the County staff, Land Planning Agency, and County Commission.
- M. Other Land Development Code modifications as recommended by the consulting firm and accepted by the County.

Fee \$83,720

Approved to Proceed by
Nassau County Board of County Commissioners

Berryman & Henigar:

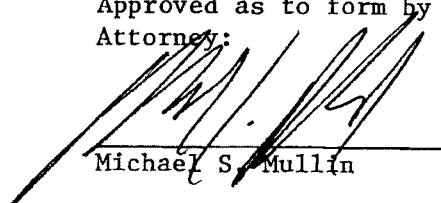

Fred Goodrow, Principal


Chairman 1-5-00
Date

Attest:

~~County Clerk~~ 1-5-00
Date

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk
Approved as to form by the Nassau County
Attorney:


Michael S. Mullin 1/5/00
Date

Addendum V

A Scope of Work Addendum to Exhibit "A" of the CONSULTANT AGREEMENT entered the 26th day of April 1999, by and between Nassau County Board of County Commissioners and Berryman & Henigar, Inc,

AMEND COMPREHENSIVE PLAN SCHOOL SITING POLICY


The County is required to amend the school siting policy in the comprehensive plan by October 1, 1999. In order to assist the county in meeting this requirement Berryman & Henigar will review the Nassau County Comprehensive Plan and prepare a school siting analysis and policy amendment as required by Section 163.3177(6) (a) FS.

Folowing discussion with the County Commission, we will draft plan amendments for final consideration and approval by the County Commission.

Attendance at one workshop and two Public Hearings are included in this Scope of Services.

Fee \$4,700

Approved to Proceed by
Nassau County Board of County Commissioners


Chairman 1-5-00
Date

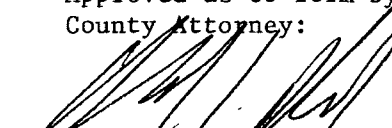
Berryman & Henigar:


Fred Goodrow, Principal

Attest:

~~County Court Clerk~~ 1-5-00
Date

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk
Approved as to form by the Nassau
County Attorney:


Michael S. Mullin 1/8/2000
Date



November 21, 2000

Ref: **ADDENDUM V** - A Scope of work Addendum to Exhibit "A" of the CONSULTANT AGREEMENT entered the 26th day April, 1999 by and between Nassau County Board of County Commissioners and Berryman & Henigar Inc.

Mr. Jack D'Amato
Nassau County Public Works Department
11 North 14th Street
Fernandina Beach, FL. 32034

Re: Amelia Island/Yulee District Transportation Study

Dear Mr. D'Amato:

Berryman & Henigar Inc. and Ghyabi Lassiter & Associates, Inc. (the CONSULTANT) is pleased to submit the following proposal to conduct transportation planning and engineering services on behalf of Nassau County to assess the transportation impacts of existing and future developments (the PROJECT) in the Amelia Island and Yulee Planning Districts (the Study Area) of Nassau County. The PROJECT shall provide an update to the 1986 Amelia Island Transportation Study and incorporate the Yulee District. For the purposes of this contract addendum, Nassau County shall be referred to as the CLIENT.

SCOPE OF SERVICES

The purpose of this work effort is to provide specific transportation planning and engineering services in the Study Area as requested by the CLIENT. the CONSULTANT's services include reviewing documentation of developments and prior transportation studies done in the Amelia Island and Yulee Planning Districts, reviewing the FDOT model validation documentation for the Nassau County Transportation Model within the Amelia Island and Yulee Planning Districts, modifying the model as necessary to enhance the performance of the model within the Study Area, performing transportation modeling to determine the distribution of traffic and a traffic impact study to determine the impact of the PROJECT on the Existing plus Committed roadway network, performing a detailed network simulation (NETSIM) analysis along SR A1A between Chester Road and Nassauville Road, and developing a list of transportation improvements to meet the needs of the CLIENT through 2020.

Mr. Jack D'Amato
November 9, 2000

ADDENDUM V

TASK 1 - REVIEW PREVIOUS TRANSPORTATION STUDIES AND DATA COLLECTION

The CONSULTANT shall coordinate with Nassau County to collect all approved plans for development within the Amelia Island and Yulee Planning Districts and the surrounding area. The CONSULTANT shall compare the existing pattern of development with that of the approved plans. The CONSULTANT shall review, among other relevant documents, the 2010 Future Land Use Map and the 1986 Amelia Island Transportation Study.

TASK 2 – SUB-AREA TRANSPORTATION MODELING

THE CONSULTANT shall focus on a sub-area of the current Nassau County Transportation Model that includes the Amelia Island and Yulee Planning Districts. the CONSULTANT shall review the FDOT Nassau County Model Validation documentation to determine the “fit” of the County-wide model to the Study Area. The CONSULTANT shall make changes to the model as necessary to cause the model to more closely replicate ground conditions within the Study Area. Changes may include but not be limited to data revisions, the addition of new traffic analysis zones, the addition or deletion of roadway links, changes in travel speeds, and/or time penalties on certain roadway segments.

The CONSULTANT shall use the “modified” Nassau County Transportation Model to determine the distribution of PROJECT trips on the surrounding road network. The CONSULTANT’s efforts shall include the addition of PROJECT-specific zone(s), centroid connectors and roadway links as necessary to adequately model PROJECT trips and their associated impacts on roadways identified by the CLIENT for analysis.

TASK 3 – NETWORK SIMULATION (NETSIM)

The CONSULTANT shall first determine and evaluate existing traffic conditions on SR A1A between the intersection of SR A1A/Chester Road and SR A1A/Nassauville Road. This will demonstrate the existing traffic conditions on the existing roadway and at each of the intersections.

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The CONSULTANT shall perform a micro-simulation analysis utilizing the NETSIM network simulation software. NETSIM will demonstrate an actual simulation of the existing traffic with the existing access points to SR A1A.

The CONSULTANT shall then analyze the data using HCS (Highway Capacity [Manual] Software) at the intersections. The existing geometric and operational conditions for each intersection and segment shall be documented. The CONSULTANT will use the turning movement counts, knowledge of the local area and accepted engineering practices.

The CONSULTANT shall prepare a draft Report detailing the study procedure, the results of the data collection effort and NETSIM analysis. The draft Report shall include sufficient graphics and tabular summaries of data to facilitate the review of the report. The draft Report appendices shall include copies of traffic count data printouts, sources of historical data, and any other data/reports summarized in the text of the document. The draft Report shall be provided to the CLIENT for review and comment. Once the CONSULTANT has addressed the CLIENT's comments, three (3) copies of the Final Report shall be provided to the CLIENT.

TASK 4 – DEVELOP NEEDS PLAN

The CONSULTANT shall analyze the distribution pattern and assignment of PROJECT trips based on the "modified" Nassau County Transportation Model using the Existing plus Committed network. The CONSULTANT shall use the 2010 data set included with the Nassau County Comprehensive Plan and shall work with the CLIENT to develop a 2020 land use data set compatible with the FSUTMS data format. The CONSULTANT shall run the 2010 and 2020 data on the Existing plus Committed transportation network. The CONSULTANT shall then coordinate with the CLIENT to develop a list of alternative transportation improvements that will meet the future transportation needs of the county. The CONSULTANT shall code the network and provide a level of service analysis of each alternative network.

The CONSULTANT shall provide a 2010 and 2020 level of service analysis for the major roadways in the Study Area. The CONSULTANT shall analyze the distribution pattern and trip assignment of alternative roadway networks and provide subsequent level of service analyses. The CLIENT shall provide each alternative roadway network. The CONSULTANT's fee is based on two (2) model runs and subsequent level of service analyses for 2010 and two (2) model runs and subsequent level of service analyses for 2020. It is The CONSULTANT's understanding that the distribution patterns of the existing and each alternative network shall be

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evaluated jointly by The CONSULTANT and the CLIENT and that a final network and land use allocation shall be chosen and approved by the CLIENT.

The CONSULTANT shall determine the most reliable procedure for developing future, non-PROJECT volumes based upon the accuracy of the MODEL in "predicting" base year volumes in the STUDY AREA using base year socio-economic (S/E) data. The CONSULTANT's determination shall be either to use the model or to use historical traffic growth rates as may be maintained by the CLIENT or the Florida Department of Transportation.

The CONSULTANT shall prepare a report that documents the study process and includes a 2010 and 2020 analysis of future traffic conditions. The CONSULTANT shall use procedures standard to the conduct of traffic planning and engineering studies including: definitions and data sources, identification of existing conditions, analysis of existing conditions, projection of PROJECT traffic using the "modified" Nassau County Transportation Model rates, trip distribution pattern from each roadway network, internal capture, alternative transportation options, p.m. peak-hour link analysis using the 1998 FDOT Level of Service Tables, and identification of any mitigation required to maintain acceptable service levels as defined by the CLIENT.

Two additional NETSIM runs will be performed, one (1) for the 2010 condition and one (1) for the 2020 condition.

The CONSULTANT shall document the study in a draft report to include sufficient text, graphics, tabular summaries and appendices. The CONSULTANT shall finalize the report after receiving the CLIENT's comments and shall forward to the CLIENT three (3) bound reports.

Should The CONSULTANT be requested to provide analyses not specifically described herein, The CONSULTANT's SCOPE, COMPENSATION, and SCHEDULE shall require revisions.

The product of this task shall be a technical memorandum documenting:

- ◆ The modifications to the MODEL required to include the PROJECT (both network and S/E) including graphics as necessary to depict the modifications;
- ◆ A comparison of the base year counts and base year model projections within the STUDY AREA; and

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ADDENDUM V

- ◆ Determination of future PROJECT and non-PROJECT traffic volumes on each alternative roadway network within the STUDY AREA. The future traffic volumes shall be presented in graphical form.
- ◆ The study procedures, including graphics, detailing the analysis; and,
- ◆ The extent of the STUDY AREA including all links specified to be included
- ◆ A list of roadway improvements within the study area that meet the transportation needs of Nassau County over the next twenty (20) years. The list shall be coded into the Nassau County Transportation Model and provided to the CLIENT.
- ◆ A level of service analysis of the selected transportation needs plan.

SCHEDULE

The CONSULTANT shall provide to the CLIENT a draft Technical Memorandum documenting the results of TASK 1, 2 & 3 within EIGHT (8) weeks of the receipt of a properly executed contract. The CONSULTANT shall address the CLIENT's comments, finalize the Technical Memorandum and forward it to the CLIENT within two (2) weeks of the receipt of the CLIENTS comments.

The CONSULTANT shall provide to the CLIENT a draft Technical Memorandum documenting the results of TASK 4 within three (3) weeks of completing Tasks 1-3. The CONSULTANT shall address the CLIENT's comments, finalize the Report and forward it to the CLIENT within one (1) week of the receipt of the CLIENTS comments.

COMPENSATION

The CONSULTANT shall conduct the work described above for a fixed fee of \$38,150.00 (thirty eight thousand one hundred fifty dollars and no cents). If requested, The CONSULTANT shall analyze the distribution patterns of additional roadway networks AND/OR land use scenarios for a fixed fee of \$1,635.00 per model run and subsequent analysis.

Any revisions to the SCOPE OF SERVICES shall require modifications to the COMPENSATION and SCHEDULE and must be mutually agreed to the CONSULTANT and the CLIENT. Attendance at any meetings other than as identified in the SCOPE OF SERVICES shall be charged on a time-and-expenses basis.

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November 9, 2000

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MEETINGS

The CONSULTANT's fee includes six (6) staff meetings with the CLIENT. No additional meetings are included in this SCOPE OF SERVICES. Additional meeting attendance shall require CLIENT authorization and will be invoiced according to GLA's Standard Hourly Billing Rates in effect at the time those services are rendered. GLA's current rates are provided on Attachment A.

Payment to the CONSULTANT of fees under this contract must be kept current in order for The CONSULTANT to continue work under this agreement as identified in GLA Term's of Agreement (see Attachment B).

RESPONSIBILITIES OF THE CLIENT

The CLIENT shall be required to perform the following in order for The CONSULTANT to maintain the PROJECT SCHEDULE:

- Provision to The CONSULTANT of a properly executed contract **PRIOR** to The CONSULTANT performing services identified above;
- Relevant information on the approved developments on Amelia Island and within the Study Area;
- Provision of final plans for use in conducting the work described under this SCOPE OF SERVICES (any land use or access modifications to site plan provided to The CONSULTANT for use following the initiation of The CONSULTANT's work effort that impact The CONSULTANT's study results shall require modifications to the COMPENSATION and SCHEDULE);
- Written approval by the CLIENT of any modifications to the SCOPE OF SERVICES required of The CONSULTANT;
- Timely payment of invoices as described in Attachment B; and
- Advance notice of meetings requiring The CONSULTANT staff attendance.

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TASKS NOT INCLUDED

In addition to any task not specifically described above, the following tasks are not included in this work effort and would require written authorization and written, mutually agreeable modifications to the SCOPE OF SERVICES, COMPENSATION and SCHEDULE should the CLIENT require these or any other tasks not specifically named above:

- Analysis of more than 2010 and 2020;
- Analysis of more than one peak-hour;
- Traffic counts other than as included in Task 3; and
- Attendance at more than six (6) staff meetings.

Mr. Jack D'Amato
November 9, 2000

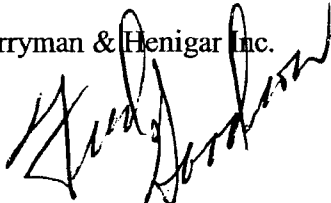
ADDENDUM V

ACCEPTANCE OF TERMS

If the preceding items are satisfactory, please sign below indicating your agreement to their content and return this Agreement to Berryman & Henigar. A duplicate is included for your records.

Sincerely,

Berryman & Henigar Inc.



Fred Goodrow, AICP
Vice President of Planning

Enclosures: Attachment A – GLA Standard Hourly Billing Rates
Attachment B – GLA Terms and Conditions of Agreement
Duplicate Agreement

As a condition of this Agreement, the CLIENT agrees to accept GLA's standard Terms and Conditions of Agreement attached hereto as Attachment B and made a part of this Agreement.

GHYABI LASSITER & ASSOCIATES, INC.

NASSAU COUNTY

By: 

By: 

Name: Maryam Hosseini Ghyabi

Name: Nick D. Deonas

Title: President

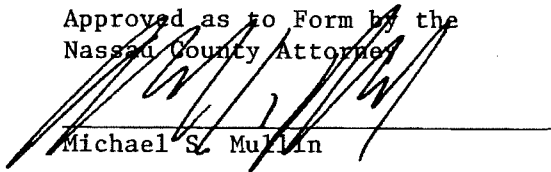
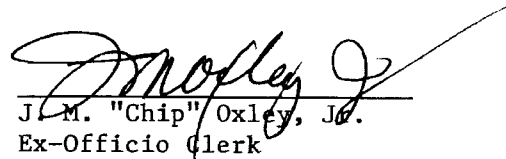
Title: Chairman
(Please type or print)

Date: November 9, 2000

Date: December 18, 2000

Approved as to Form by the
Nassau County Attorney

ATTEST:


Michael S. Mullin
J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Professional Fee and Man Hour Estimate for Amelia Island and Yulee Planning Districts

TASK DESCRIPTION	Principal	Sen Proj Mgr	Sr Planner	Engr/Plnr	Tech/Graph	Clerical	Total
Task 1 - Review Land Use & Transportation Documents		1	4	8			13
Task 2 - Sub-Area Transportation Model Development							
Meeting w/ County Staff		6					6
Define study sub-area			1		2		3
Review network base year		1	2				3
Disaggregate zones base year		1	4				5
Run base year			1				1
Review/Modify Data		2	4	4			10
Re-run base year			1				1
Base year analysis	1	4	8	4		2	19
Meet w/County Staff		6					6
Subtotal Man-Hours - Task 2	1	20	21	8	2	2	54
Task 3 - NETSIM							
Field Work for NETSIM coding			16				16
Code Network-Chester Rd to Nassauville Rd			24				24
Run Network Simulation			6				6
Report Statistics under Existing Conditions		2	8				10
Subtotal Man-Hours - Task 3	0	2	54	0	0	0	56
Task 4.1 - Build-out w/ Existing Roadway Network							
Build E+C Network			2	2			4
Disaggregate build-out land use		1	6	6			13
Run model			1				1
Run NETSIM under build-out condition			6				6
E+C/build-out analysis	1	4	14	6		2	27
Meet w/ County Staff		6					6
Subtotal Man-Hours - Task 4.1	1	11	29	14	0	2	57
Task 4.2 - Build-out w/2010 Improvements Network							
Develop 2010 Highway Network - Alt 1		1	6	6			13
Develop 2010 Highway Network - Alt 2		1	6	6			13
Review networks with staff		1	4	4			9
Disaggregate TAZ data	1	1	8	8			18
Run Model Alt 1			1				1
Run Model Alt 2			1				1
Code and Run NETSIM under build-out condition		1	10				11
2010 Analysis	1	2	10	6		2	21
Meet w/County Staff		6					6
Subtotal Man-Hours - Task 4.2	2	13	46	30	0	2	93
Task 4.3 - Build-out w/2020 Improvements Network							
Develop 2020 Highway Network - Alt 1		1	6	6			13
Develop 2020 Highway Network - Alt 2		1	6	6			13
Review networks with staff		1	4	4			9
Disaggregate TAZ data		1	8	8			17
Run Model Alt 1			1				1
Run Model Alt 2			1				1
Code and Run NETSIM under build-out condition		1	10				11
2020 Analysis	2	2	10	6		2	22
Meet w/County Staff		6					6
Subtotal Man-Hours - Task 4.3	2	13	46	30	0	2	93
Task 5 - Documentation							
Draft Report	1	4	16	16		8	45
Meet w/County Staff		6					6
Final Report	1	2	6	6	2	6	23
Subtotal Man-Hours - Task 7	2	12	22	22	2	14	74
Other Meetings/Presentations	T&E	T&E	T&E	T&E	T&E	T&E	
Total Man-hours	8	70	168	112	4	22	384
Percentage by Employee Category	2%	18%	44%	29%	1%	6%	

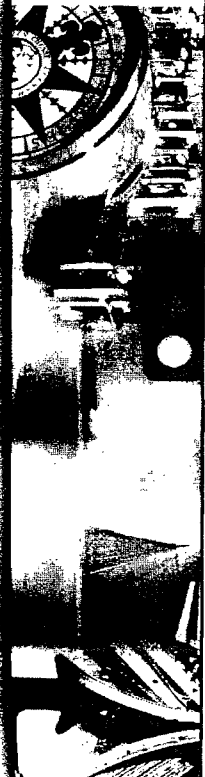


*Ghyabi Lassiter
& Associates, Inc.*

ATTACHMENT A

STANDARD HOURLY BILLING RATES
EFFECTIVE MAY 5, 2000

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATES</u>
1	Principal	\$ 140
2	Senior Project Manager	\$ 110
3	Project Manager	\$ 95
4	Sr. Engineer/Sr. Planner	\$ 85
5	Project Engineer/Project Planner	\$ 70
6	Engineer/Planner	\$ 60
7	Engineer Intern/Planning Intern	\$ 55
8	Sr. CADD Designer	\$ 65
9	CADD Designer	\$ 55
10	Senior Technician	\$ 45
11	Technician	\$ 30
12	Administrative Assistant	\$ 40
13	Secretary	\$ 35
14	Comptroller	\$ 55
 <u>COURT TESTIMONY</u>		
40	Actual Testimony	\$ 250
40	Preparation Time	\$ 250





***Ghyabi Lassiter
& Associates, Inc.***

ATTACHMENT B

TERMS AND CONDITIONS OF AGREEMENT

(Page 1 of 2)

This engagement of Ghyabi Lassiter & Associates, Inc. (GLA) by Client is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT AND GLA.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of the Proposal.
2. Payment to GLA is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. GLA's current Standard Hourly Billing Rates in effect at the time work is performed will be used to determine hourly charges.
4. All schedules set forth in the attached Scope of Services commence upon receipt of a signed agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF n/a IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
5. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required will be established at that time.
6. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1 ½ percent per month. Invoices will be rendered on a GLA standard form. Any special formats requested by the CLIENT will require additional compensation.
7. Prior to releasing to the CLIENT any final work product resulting from any phase, task, subtask or portion of the services provided under this Agreement, GLA may, at its sole discretion, require payment for services rendered through the completion of the said work product.
8. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due to services rendered under this Agreement, GLA shall be entitled to full reimbursement of all such costs, including reasonable attorney fees, as part of this Agreement.
9. Invoice payments must be kept current for work to continue. If the CLIENT fails to pay any invoice due to GLA within 45 days of the date of invoice, GLA may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until GLA has been paid in full all amounts due GLA and/or any of its Subconsultants and Subcontractors. Furthermore, CLIENT agrees that GLA shall not be held liable for damages sustained by the CLIENT or others due to such suspension of services.
10. Professional Liability, General Liability, and Comprehensive Automobile Liability. Certificates of Insurance will be furnished upon request. If the CLIENT requires insurance coverage of limits in excess of GLA's normal policies, and it is available, CLIENT agrees to reimburse GLA for such additional expense.
11. The CLIENT shall at all times indemnify and save harmless GLA and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by, or alleged to have been sustained by, any person or entity, to the extent caused by the negligent acts, errors, or omissions of the CLIENT, its agents, employees, or subcontractors in connection with the project.
12. For any damage on account of any error, omission or other professional negligence, GLA's liability will be limited to the fee received under this Agreement less third-party costs.



*Ghyabi Lassiter
& Associates, Inc.*

ATTACHMENT B

TERMS AND CONDITIONS OF AGREEMENT

(Page 2 of 2)

13. GLA shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of, and without the fault or negligence of, GLA.
14. All documents including Drawings and Specifications prepared by GLA pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuses by the CLIENT or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by GLA for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to GLA; and the CLIENT, or whoever shall reuse said documents, shall indemnify and hold harmless GLA from all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle GLA to additional compensation at rates to be agreed upon by GLA and the person or entity seeking to reuse said documents.
15. In entering into this Agreement, CLIENT has relied only upon the warranties or representations (a) set forth in the Agreement; or (b) implied by law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and GLA.
16. All Direct Expenses incurred under this Agreement, unless otherwise stated, are not included in the COMPENSATION and shall be subject to a N/A percent multiplier.
17. The laws of the State of Florida govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Venue of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements or actions of any party with respect thereto shall be in Volusia County, Florida.
18. WAIVER OF JURY TRIAL: The CLIENT Hereby Knowingly, Voluntarily, and Intentionally Waives Any Right They May Have To A Trial By Jury In Respect To Litigation Based On This Agreement Or Arising Out Of, Under Or In Connection With This Agreement Or Any Course of Conduct, Course Of Dealing, Statements (Whether Verbal Or Written) Or Actions Of Any Party With Respect Hereto Or Thereto. This Provision Is A Material Inducement For GLA Accepting and/or Entering Into This Agreement.
19. No covenant or term of this Agreement in favor of GLA shall be waived except by the express written consent of GLA, whose forbearance or indulgence in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by the CLIENT. Nor shall the waiver of a specific breach of any condition or covenant hereunder constitute a defense or excuse for a future breach of the same or any other condition or covenant. GLA's failure to exercise any right or option granted hereunder should not be deemed or construed as a waiver by GLA of such right or option. Until complete performance by CLIENT of said covenant, term or condition, GLA shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.

Effective Date: 6/19/00

2-08-99

Mr. D'Amato presented the ranking of the three finalists in the Request for Qualifications for the Comprehensive Plan update as follows:

Berryman & Henigar

Fleet & Associates

Strategic Planning Group

The ranking was based upon their presentations, questions, and discussion by the committee. Upon the request of the Public Works Director, it was moved by Commissioner Deonas, seconded by Commissioner Vanzant, and unanimously carried to approve the ranking and allow the committee to proceed with negotiations with the firm of Berryman & Henigar as to a contract to bring back to the Board.

10-11-99

The Board considered the discussion of the Nassau County Comprehensive Plan. Mr. Mullin reported that he started meeting with the department heads last week to address the Comp Plan and the implementation thereof, and it was his desire to continue these meetings on a weekly basis. There is a meeting on October 12 with the consultants, Berryman & Henigar, to address some issues. The Evaluation and Appraisal Report (EAR) for the Comp Plan is being addressed, and that is the time to assess, address, and recommend amendments if necessary. Mr. Mullin stated that there are some aspects of the document that are not being addressed, and some of that is due to staffing problems. Staff is now available to commence addressing this. There is an entire section, Objective 5, that deals with aspects of a hurricane. His concern was how the procedures utilized in the recent hurricane evacuation compared with the Comp Plan. Mr. Mullin stated that he would keep the Board apprised of any changes, and encouraged the Board to read the Comprehensive Plan to see the complex and thorough requirements of that document. He further stated that this alone would require a staff position to follow it and ensure it is being complied with in all aspects, and the present zoning staff is constantly tied up with daily activities. Mr. D'Amato also expressed the importance of the Board's reading the Comprehensive Plan. Mr. Mullin stated that until the amendments are approved by the Department of Community Affairs, the County has to follow the Comprehensive Plan. No action was taken on this item.

11-8-99

Mr. Mullin reviewed the Berryman & Henigar Scopes of Work regarding the Nassau County Comprehensive Plan and stated that the funding source would have to be identified. Mr. Fred Goodrow of Berryman & Henigar was available to answer questions regarding the Comp Plan. Upon the request and recommendation of the County Attorney, it was moved by Commissioner Marshall, seconded by Commissioner Deonas, and unanimously carried to approve the concept of the Scopes of Work with Berryman & Henigar regarding the Comprehensive Plan and authorize the Clerk, the County Coordinator, the County Attorney, and the Public Works Director to meet with Berryman & Henigar and bring back information regarding the cost of the agreement. It was noted that the staff has given Berryman & Henigar a stop work order on the transportation portion.

11-22-99

9:45:09 Berryman & Henigar Scopes of Work Upon the request and recommendation of the County Attorney, it was moved by Commissioner Howard, seconded by Commissioner Deonas, and unanimously carried to approve a contract with Berryman & Henigar for additional services as follows:

Addendum I Planning and Zoning application review.

Addendum II EAR based amendment process

Addendum III Enhance the transportation planning aspects of the EAR based amendments

Addendum IV Update, streamline, unify and bring County's LDR's into conformance with the Comprehensive Plan.

Addendum V Bring County's school siting policies into conformance with State Statutes.

5-10-99

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Marshall, seconded by Commissioner Deonas, and unanimously carried to approve the funding source for the contract with Berryman & Henigar, Inc. for consulting services to assist in the preparation of the Evaluation and Appraisal Report based amendments as listed:

PWD Admin. Rent & Lease Bldg.	\$60,000.00
PWD Admin. Equipment	\$40,000.00
Planning & Zoning Tech. Asst.	\$ 2,000.00
Professional Service Survey	\$10,000.00
Personnel Salary Adjustment	\$26,675.00