

CONTRACT BETWEEN NASSAU COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND THE NORTHEAST FLORIDA REGIONAL COUNCIL FOR ASSISTANCE IN TRANSPORTATION PLANNING TECHNICAL ASSISTANCE AND THE REVIEW OF LAND DEVELOPMENT TRAFFIC ASSESSMENTS.

The following agreement between Nassau County and the Northeast Florida Regional Council (NEFRC) authorizes the NEFRC staff to review Land Development Traffic Assessments submitted to Nassau County pursuant to the requirements of the Nassau County Concurrency Management Ordinance (Ordinance 99-06). Land Development Traffic Assessments are those studies required for all developments generating more than 400 average daily trips.

I. Term of Contract: The term of this contract shall be until September, 2004, or as extended through mutual agreement and amendment. The contract may be cancelled by either party within 30 (thirty) days of notification by the canceling party.

II. Scope of Services

- A. The NEFRC shall meet with developers and/or its traffic engineering/planning consultant in a pre-application meeting to determine the parameters of the traffic assessment and to discuss methodology.
- B. The County, upon receipt of the Traffic Assessment as part of the concurrency application, shall transmit the study to the NEFRC. The County shall notify the NEFRC as to the review time frame and the deadline for the NEFRPC to complete its review. The NEFRC shall have a minimum of fifteen (15) working days upon receipt of the traffic assessment to complete its review.
- C. The NEFRC shall review the submitted traffic assessment to assess the sufficiency and accuracy of information provided in the study and respond in writing to the developer and its consultant detailing any revisions or additional information necessary to facilitate final review, if it is determined that the information submitted is insufficient to allow for a final review. The developer and its traffic engineering/planning consultant shall be responsible for providing all necessary data required for the NEFRC to make its final determination and recommendation to Nassau County.
- D. The NEFRC shall review the final submitted traffic assessment and provide Nassau County with recommendations determining whether there is available capacity on the Major Road Network of Nassau County for development to proceed in accordance with the County's Concurrency Management System.

- E. The NEFRC shall be available to participate in any workshops, meetings, and public hearings as reasonably required in order to present any its determinations and related recommendations to the County.
- F. The NEFRC shall also be available to assist the County in other transportation technical assistance as necessary and at the request of the County at a rate of \$55 per hour and mileage costs at 29 cents per mile. The request shall be initiated by Nassau County, describing the project in detail. The notice will include the tasks to be completed, and any time requirements or deadlines for completion of the tasks. Based on this information, the NEFRC shall determine its level of participation, if any, and shall provide an estimate on the costs associated with completion of the project. Acceptance will be in the form of a letter from the Nassau County Director of Planning or designee.

III. Amendments to Scope of Services: The County and NEFRC may amend the scope of work through mutual agreement via a written amendment detailing any modifications to the scope of services. Any substantial amendment to the scope of services necessitating an amendment to the Review Fee Schedule shall be made in the sole discretion of the County and the NEFRC and shall be approved only as a formal amendment to this contract.

IV. Records: NEFRC shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of the Contract for four (4) years from the date of final payment under the contract for inspection and/or audit from the County.

V. Review Fee Schedule of Land Development Transportation Assessments: The cost for the NEFRC to review each transportation concurrency study is hereby established at Eight Hundred and No/100 Dollars (\$800.00) for those of less than 1000 daily traffic, and One Thousand and No/100 Dollars (\$1,000.00) for those of 1000 or more daily traffic. The NEFRPC will invoice Nassau County for its cost to review each traffic assessment upon completion of the review of the traffic assessment and submittal of its review findings.

VI. Controlling Law: This agreement is to be governed by the laws of the State of Florida; venue for any disputes regarding this agreement shall be in Nassau County, Florida.

VII. Successors and Assigns

- A. NEFRC binds itself and its partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants and obligations of this Contract.
- B. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than NEFRC and Nassau County.

Nassau County, Board of County Commissioners



FLOYD VAN ZANDT
Its Chairman

April 26, 2004

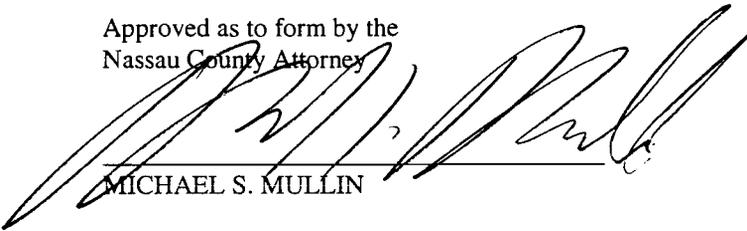
Date

Attest:



J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

Northeast Florida Regional Council



BRIAN D. TEEPLE
Its Executive Director

5/5/04

Date



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

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Dist. No. 4 Hilliard
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J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

May 3, 2004

Mr. Edward Lehman
Director of Growth Management
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, FL 32216

Re: Contract for Technical Assistance

Dear Mr. Lehman:

Enclosed is the renewal of the contract with the Northeast Florida Regional Council to continue to provide technical assistance in the review of transportation concurrency studies. Please have Mr. Teeple execute and return the original in the self-addressed, enclosed envelope, and we will provide you with a fully executed, certified copy.

Please let us know if we may be of any assistance.

Sincerely,

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

jgb

Enclosures



RECEIVED
4/6/04

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April 5, 2004

Mr. Michael Mullin
Nassau County Attorney
P.O. Box 1010
Fernandina Beach, FL 32035-1010

Dear Mr. Mullin:

Attached is a copy of the updated contract between the Council and Nassau County for the Council to continue to provide technical assistance in the review of transportation concurrency studies. The 30-day cancellation clause has been added. I also have deleted reference to the Limitations to Review Fee Schedule that was originally included under VI. of the original contract. We have already exceeded that amount. This provision directly contradicts the schedule established in the preceding paragraph. Please let me know if you have any questions, or if there are any additional changes that are necessary prior to final execution of this agreement..

Sincerely,

Edward Lehman
Director of Growth Management

cc: Ms. Joyce Bradley



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Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

M E M O R A N D U M

TO: BOB ROWLAND
CHRIS JACKSON

FROM: MICHAEL S. MULLIN 

SUBJECT: CONTRACT WITH RPC

DATE: April 7, 2004

Enclosed is a copy of a letter and contract from RPC dated April 5, 2004. Please review, and advise as soon as possible.

/am

Enclosure

(904) 321-5703, 879-1029, (800) 958-3496

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