

CONTRACT BETWEEN NASSAU COUNTY, FLORIDA, 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 Nassau County Ordinance (Ordinance ---). 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 from October 1, 2008 to September 30, 2009, or as extended through mutual agreement and amendment. The contract may be cancelled by either party within thirty (30) days of notification by the canceling party.

- II. Scope of Service
 - 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 NEFRC to complete its review. The NEFRC shall have a minimum of thirty (30) 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 of its determinations and related recommendations to Nassau 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 \$65.00 per hour and mileage costs at \$.445 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, the 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 Nassau County Growth Management Coordinator or Designee.
- III. Amends to Scope of Services: The County and the 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 1,000 daily traffic, and One Thousand and No/100 Dollars (\$1,000.00) for those of 1,000 or more daily traffic. The NEFRC 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.


DATED this 27th day of October, 2008

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Its: Chairman


Attest as to


Its: Ex-Officio Clerk *EBK 10/28/08*

Approved as to form and legality
By the Nassau County Attorney:



NORTHEAST FLORIDA REGIONAL COUNCIL


Brian D. Teeple
Its: Executive Director