



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

BOB MARTINEZ
Governor

THOMAS G. PELHAM
Secretary

September 19, 1990

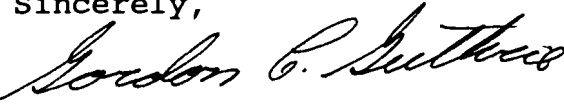
The Honorable Jimmy L. Higginbotham
Chairman, Nassau County Board
of Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32034

Dear Mr. Higginbotham:

Thank you for signifying your county's commitment to emergency planning by accepting the allocated hazardous materials planning funds. Enclosed is an original executed copy of the contract agreement between the Department of Community Affairs and Nassau County for the provision of funds to update your Hazardous Materials Emergency Plan.

In accordance with the terms of this fixed fee, performance-based agreement, the county will receive \$1,877.75 in conjunction with the schedule of deliverables in Exhibit B of the contract.

If you have any questions regarding the contract agreement, please call Wendy Bishop at (904) 488-1472.

Sincerely,

Gordon L. Guthrie
Director

GLG:wbe

Enclosure

AGREEMENT
BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
AND

Nassau County

(NAME OF COUNTY)

This Agreement is entered into by and between the State of Florida, Department of Community Affairs, hereinafter referred to as the "Department" and Nassau County, hereinafter referred to as the "County."

WITNESSETH: This Agreement is entered into based on the following facts:

WHEREAS, the Department and the County recognize the significant threat that hazardous materials incidents pose to the residents and the environment of the State of Florida; and

WHEREAS, safeguarding the lives and property of its residents is an innate responsibility of the governing body of each county in the State of Florida; and

WHEREAS, the 1989-90 Legislature authorized funding to support county hazardous materials emergency planning through the Department.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Department and the County hereby agree as follows:

ARTICLE I.
SCOPE OF WORK

A. The County shall furnish the necessary personnel, materials, services and facilities (except as otherwise provided herein) and shall do all things necessary for or incident to the performance of work and services set forth in this Agreement and in the Scope of Work attached hereto and incorporated by this reference as Exhibit A.

B. The County shall perform and render such work as an independent contractor and not as an agent, representative or employee of the Department. Such work shall be performed in a proper manner, satisfactory to the Department.

ARTICLE II.
COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS

A. This is a fixed fee agreement for up to **\$1,877.75** as set forth in the Schedule of Deliverables and Payment attached hereto and incorporated by this reference as Exhibit B.

B. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Provision of funding under this Agreement shall not be construed as a guarantee of future or subsequent funding under this or any other program administered by the Department.

C. The Department shall immediately notify the County by certified mail, return receipt requested, if any reduction or adjustment is imposed upon State appropriations that will affect the funding of this Agreement. Parties shall then revise the Agreement accordingly using the procedure set forth in Article VI below.

D. Travel expenses, if any, are to be paid in accordance with Section 112.061, F.S.

ARTICLE III.
AUDITS AND RECORDKEEPING

The County agrees:

A. To maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Agreement. Such books, records and documents shall be subject to inspection, review or audit by State personnel and other personnel duly authorized by the Department at reasonable times upon reasonable notice to the project manager.

B. To allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the County in conjunction with this Agreement. It is expressly understood that the County's refusal to comply with this provision shall be grounds for unilateral termination of this Agreement by the Department.

C. To retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of three years after the termination date of this Agreement or, if an audit has been initiated and audit findings have not been resolved at the end of three years, the records shall be retained until resolution of the audit findings.

D. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

ARTICLE IV.

PROGRAM PERFORMANCE REPORTING REQUIREMENTS AND MONITORING

A. The Department shall be entitled at all times to be advised verbally or, if requested, in writing of the status of the work being performed by the County. Upon request, a written status report will be provided within ten (10) days. Either party to this Agreement may request, and be granted upon reasonable notice, a conference for the presentation of reports or the resolution of problems.

B. The County shall submit program performance reports on the schedule set forth in Exhibit B. The program performance reports shall briefly highlight significant accomplishments and activities for the work in Exhibit A and indicate any problems or concerns.

ARTICLE V.

TERM OF THIS AGREEMENT

This Agreement shall begin on the last date of signing and shall end on June 30, 1991.

ARTICLE VI.

MODIFICATION

Modifications to this Agreement, including requests for extension of deadlines, may be proposed in writing by either party and shall become effective upon written approval of both parties.

ARTICLE VII.

SUBCONTRACTS

A. If the County subcontracts any of the work required under this Agreement, the County agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Department.

B. The County agrees to include in the subcontract that the subcontractor shall hold the County and the Department harmless against all claims of whatever nature by the subcontractor arising out of the performance of work under the subcontract.

ARTICLE VIII.
TERMS AND CONDITIONS

This Agreement and its referenced attachments constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

FOR THE COUNTY:

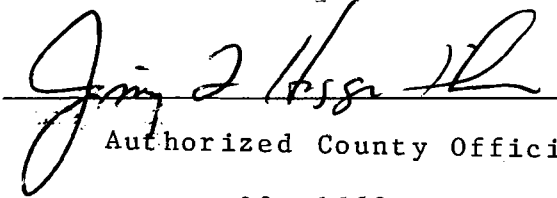
NASSAU COUNTY

FOR THE DEPARTMENT:

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

Jimmy L. Higginbotham, Chairman
Name/Title

By: 
Authorized County Official

August 28, 1990
Date

BY: 
Authorized Department Official

Gordon L. Guthrie
Division Director
Name/Title

9-12-90
Date

59-186-3042

Federal Employer ID Number

ATTACHMENT A
SCOPE OF WORK FOR
HAZARDOUS MATERIALS EMERGENCY PLANNING ASSISTANCE

PURPOSE

Development of a Hazardous Materials Emergency Plan that will comply with the requirements of the Department's Hazardous Materials Emergency Plan Compliance Criteria. The primary guidance documents are the "Hazardous Materials Emergency Planning Guide" (NRT-1) and "Technical Guidance for Hazards Analysis." All plan development shall be consistent with the provisions of these documents.

DESCRIPTION OF WORK

Activities to be carried out at a minimum are as follows:

TASK 1: Plan Development

- (1) Identification of facilities within the county, which have reported to the State Emergency Response Commission, that use, produce, store, or have present on-site those specific extremely hazardous substances (EHSs) designated by the Environmental Protection Agency (EPA) in quantities at or above the threshold planning quantity (TPQ); a list of such facilities shall be supplied by the Department.
- (2) A Hazards and Vulnerability Analyses of each of those specific EHSs designated by EPA present at the facilities identified in (1) above, consistent with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
- (3) A risk analysis of each of those specific EHSs designated by EPA present at the facilities identified in (1) above, consistent with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
- (4) Identification of transportation routes used for the transport and movement of each of those specific EHSs designated by EPA present at the facilities identified in (1) above, consistent with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."

- (5) Identification of facilities contributing to additional risks due to their proximity to facilities identified in (1) above.
- (6) Methods and procedures to be followed by facility owners and operators and local emergency and medical personnel to respond to a release of an EHS, including the identification of a community emergency coordinator who will assist in the implementation of the plan.
- (7) Development of methods for determining the occurrence of a release of each of those specific EHSs identified by EPA present at the facilities identified in (1) above, consistent with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
- (8) Establishment of a process for the timely and effective notification to the public by the persons designated in the plan that such a release has occurred.
- (9) Development of evacuation plans for the protection of the potentially affected population which:
 - establish primary evacuation routes
 - establish alternate evacuation routes
 - identify known impediments to the efficient evacuation of the potentially affected population.
- (10) Describe emergency equipment at each facility identified in (1) above in the County and identify the persons responsible for such equipment and facility. Identify all other emergency equipment in the County available for use in response to hazardous materials incidents.
- (11) Identify hazardous materials training programs for local emergency response and medical personnel.
- (12) Determine methods and schedules for exercising the emergency response plan on a regular basis.

TASK 2: Coordination of Activities

The County shall closely coordinate its work efforts with the Florida Department of Community Affairs/Division of Emergency Management. Technical assistance in plan development will be provided by the staff of the Department of Community Affairs.

TASK 3: Final Work Product

A county Hazardous Materials Emergency Management Plan consistent with:

- the Hazardous Materials Emergency Plan Compliance Criteria developed by the Department; and
- the "Hazardous Materials Emergency Planning Guide" (NRT-1) document and "Technical Guidance for Hazards Analysis."

TASK 4: Other Activities

The following includes, but is not limited to, activities to be performed under this agreement:

- Notify the Department of Community Affairs of the county's primary contact person (address and telephone number) who will be responsible for the management and development of the plan.
- Participate in training sessions provided by the Department of Community Affairs as necessary to fulfill the Scope of Work.
- Submit monthly program performance reports as outlined in Article IV B.

EXHIBIT B

SCHEDULE OF DELIVERABLES AND PAYMENT

A. Interim Payment #1

20%

Submission of a timeline or work schedule for update of plan; including county plan contact person, address, telephone number

B. Interim Payment #2

30%

Completion of subsections (2), (3), (5), (6) and (9) of TASK 1 in Attachment A, for a minimum of 50% of the facilities identified in subsection (1) of TASK 1 in Attachment A

C. Interim Payment #3

30%

Submission of updated plan to the Department by March 1, 1991

D. Final Payment

20%

Approval of Final Plan by the Department