

Agreement No: 93EP-1A-04-55-22-026

AGREEMENT
BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
AND

Nassau
(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 1992 Legislature authorized funding to support county hazardous materials emergency planning through the Department.

WHEREAS, Rule 9G-6, Florida Administrative Code, requires counties to develop and maintain hazardous materials emergency plans.

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 Attachment 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 and the County shall be paid for the satisfactory performance of work hereunder in the amount not to exceed \$5,707 in accordance with the services subject to any reduction or adjustment imposed on state appropriations pursuant to law.

B. Upon execution of this Agreement, the County shall be compensated for tasks completed in accordance with the Scope of Work and Schedule of Payments, which is incorporated in this Agreement as Attachment A.

C. The payment percentages of the fixed fee amount will be made on a performance basis in accordance with the percentage of work tasks completed, as indicated by an acceptable program performance report, except that the final 25 percent will not be released until the final work product is completed, and determined by the Department to be in compliance with Rules 9G-6.005 and 9G-7.009.

D. Each request for payment shall be initiated by the Department upon receipt of an acceptable Financial Invoice using Attachment D. The Financial Invoice (Attachment D) shall be authorized by the designated official. No request will be processed until the Financial Invoice is correct and supported by a program performance report or product which meets the requirements of Article IV and this Article.

E. If the Department finds that the County is not in compliance with the terms of this Agreement, and without waiving its right to terminate this Agreement, the Department may, with written notice, withhold payment until the County is in compliance with and is performing satisfactorily under this Agreement. The notice will be sent by certified mail, with return receipt requested, to the plan contact person. Noncompliance under this section includes, but is not limited to, the County's failure to perform in accordance with the Scope of Work herein or failure to submit timely, accurate and complete program performance reports, or products required under this Agreement.

F. 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. The parties shall then revise this Agreement accordingly, using the procedures set forth in Article VI below.

ARTICLE III.
AUDITS AND RECORDS

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, Florida Statutes, 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.

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 the Agreement may request, and be granted upon reasonable notice, a conference for the presentation of reports or the resolution of problems.

B. Within thirty (30) days of the execution of this Agreement, the County shall submit to the Department the County's timeline or work schedule for update of the plan, along with a plan contact person, address, and telephone number.

C. Within ninety (90) days of the execution of this Agreement, and subsequent three months thereafter, the County shall submit two copies of a detailed program performance report, which describes work performed during that period of time.

D. The program performance reports shall address each task and subtask identified in Attachment A, Scope of Work and, at a minimum, comply with the minimum criteria for such reports, which are incorporated in this Agreement as Attachment C.

E. The Department reserves the right to require mid-project drafts of updated plans.

ARTICLE V.
TERMS OF AGREEMENT

A. This Agreement shall begin on the last date of signing and shall end on September 30, 1993.

B. Either party may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances, or may terminate this Agreement without cause by giving thirty (30) days notice to the other party. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

C. The Department may terminate the Agreement due to unavailability of funds with such notice as is reasonable under the circumstances.

D. This agreement and any extensions shall not be construed as a modification of the planning requirements, or an extension of the due date for the submission, of the Hazardous Materials Emergency Plan Element established pursuant to Rule 9G-6, Florida Administrative Code. The sole intent of this Agreement is to provide financial assistance in support of the County's hazardous materials emergency planning efforts.

ARTICLE VI.
MODIFICATIONS

Either party may request changes to this Agreement, including adjustments in the Scope of Work to be performed and time of performance. Such modifications may be proposed in writing by either party and become effective upon execution by 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, and to provide the subcontractor with a copy of this Agreement.

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.
STANDARD CONDITIONS

The County agrees to be bound by the provisions included in the Standard Conditions attached to and incorporated by reference in this Agreement.

ARTICLE IX.
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

BY:

James E. Testone
Authorized County Official

BY:

Mary Anne McMullen
Authorized Department Official

James E. Testone, Vice Chairman
Name/Title

Mary Anne McMullen
Assistant Secretary
Name/Title

August 10, 1992
Date

10/11/92
Date

591863042
Federal Employer ID Number

STANDARD CONDITIONS

1. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature and subject to any reduction of the appropriation in accordance with Chapter 216, Florida Statutes (F.S.).

2. Extension of a contract for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of the contract, unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

3. All 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.

4. All bills for any travel expenses, if authorized by this Agreement, shall be submitted in accordance with Section 112.061, F.S.

5. The Department of Community Affairs reserves the right to unilaterally cancel this contract for refusal by the contractor 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 contractor in conjunction with the contract.

6. The County shall provide the Department with an annual financial audit which meets the requirements of Sections 11.45 and 216.349, F.S., and Chapter 10.550, Rules of the Auditor General. A copy of the County's annual financial audit should be forwarded to:

Department of Community Affairs
Office of Audit Services
2740 Centerview Drive
The Rhyne Building
Tallahassee, Florida 32399-2100

7. Pursuant to Section 216.347, F.S., the County agrees that no funds from this Agreement will be expended for the purpose of lobbying the Legislature or a state agency.

ATTACHMENT A

SCOPE OF WORK AND SCHEDULE OF PAYMENTS

HAZARDOUS MATERIALS EMERGENCY PLANNING ASSISTANCE

PURPOSE

Submission of an updated Hazardous Materials Emergency Plan that complies 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 updates shall be consistent with the provisions of these documents.

I. DESCRIPTION OF WORK

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

TASK 1: Review and Update of Plan, per Rule 9G-6.006 (6) (d), F.A.C., Schedule

(A) Review and update the text portion of the Hazardous Materials Emergency Plan which describes the jurisdiction's organizational structure, operational procedures, and assignment of tasks for emergency response to hazardous materials incidents (Criteria 1.0 through 14.3).

(B) Review and update the hazards analysis component (Appendix B) of the plan (Criteria B.1.0 through B.4.5.) for all facilities listed in Attachment B, which have reported to the State Emergency Response Commission that have present those specific Extremely Hazardous Substances (EHSs) designated by the Environmental Protection Agency (EPA) in quantities at or above the Threshold Planning Quantity. Each facility hazards analysis must include, but is not limited to the following items:

1. Hazard Identification

- a. Location of the facility
- b. Chemical identities
- c. Type and design of storage container or vessel
- d. Maximum quantity on-site and amount in largest vessel
- e. Nature of the hazard
- f. Transportation routes
- g. Evacuation routes based on wind direction

2. Vulnerability Analysis

- a. The extent of the Vulnerable Zone (VZ) that may be affected given a worst case release scenario. This analysis includes a map with a specific scale which clearly identifies the site and VZ boundaries and, where necessary, an awareness of contiguous states or counties that would be affected by a spill or release.
- b. Identification of critical facilities or sensitive institutions located within the VZ and an estimate of each critical facility maximum expected occupancy.
- c. An estimation of the total exposed population within the VZ.

3. Risk Analysis

- a. Probability of release
 - b. Severity of consequences of human injury
 - c. Severity of consequences of damage to property
 - d. Severity of consequences of environmental exposure
 - e. Historical Accident Record
- (C) Identify and list those facilities in Attachment B for which a hazards analysis was not updated or completed. This listing should include all facilities that experienced no changes in accordance with Task 1.B (supporting documentation should be submitted with the program performance report).

TASK 2: Coordination of Activities

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

- (A) Notification of the county's primary contact person, address and telephone number as outlined in Article IV.
- (B) Submission of one completed hazards analysis for review for consistency with the established planning criteria. This submission should accompany the first program performance report.
- (C) Submission of the Program Performance Reports as outlined in Article IV.

- (D) Participation in training sessions provided by the Department of Community Affairs as necessary to fulfill the Scope of Work.
- (E) Coordinate plan update work efforts with the Department of Community Affairs and the designated Regional Planning Council.
- (F) Submit a list of facilities in the county believed to have present specific Extremely Hazardous Substances as designated by the Environmental Protection Agency in quantities at or above the Threshold Planning Quantity, but have not reported to the State Emergency Response Commission and are not included on Attachment B.

TASK 3: Final Work Product

- (A) Submission of the updated County Hazardous Materials Emergency Plan Element in accordance with Rule 9G-6.006 (6) (d), which includes facilities' hazards analyses.
- (B) Submission of a report consistent with Rule 9G-6.009, which explains in general terms the revisions that have been made to the updated plan element.

II. SCHEDULE OF PAYMENTS

1. The first payment of 20 percent of the fixed fee amount will be made within thirty (30) days of the execution of this Agreement based on the receipt of items listed in Article IV.B. of this Agreement.
2. After the initial payment, the payment percentage will be made on a performance basis that is commensurable with the percentage of work tasks completed and indicated on an acceptable program performance report in accordance with Article IV.D. of this Agreement.
3. Twenty-five percent of the fixed fee amount will not be released until the final work product is satisfactorily completed and in compliance with Rules 9G-6.005 and 9G-7.009.

ATTACHMENT B

COUNTY FACILITY LISTING

ATTACHMENT B - NASSAU COUNTY SECTION 302 FACILITIES

SERC CODE	PHYSICAL ADDRESS	MAILING ADDRESS	REPRESENTATIVE
****	COUNTY NASSAU		
05216	BELLSOUTH SERVICES STATE ROAD 200 AND US 17 YULEE, FL 32097	BELLSOUTH SERVICES 3535 COLONNADE PARKWAY BIRMINGHAM, AL 35243-	PATRICIA WHATLEY 205-977-0873
05217	BELLSOUTH SERVICES 1910 SOUTH EIGHTH STREET FERNANDINA BEACH, FL 32034	BELLSOUTH SERVICES 3535 COLONNADE PARKWAY BIRMINGHAM, AL 35243-	PATRICIA WHATLEY 205-977-0873
08585	CITY OF CALLAHAN - WTP 119 SOUTH KINGS ROAD CALLAHAN, FL 32011-	CITY OF CALLAHAN POST OFFICE BOX 162 CALLAHAN, FL 32011-	WILLIAM CLEMONS 904-879-3801
09542	CITY OF CALLAHAN - WWTP END OF BRANDIES AVENUE EAST CALLAHAN, FL 32011-	CITY OF CALLAHAN POST OFFICE BOX 162 CALLAHAN, FL 32011-	WILLIAM CLEMONS 904-879-3801
07297	CITY OF FERNANDINA BEACH - PUBLIC WORKS 1013 SOUTH 5 STREET FERNANDINA BEACH, FL 32034-	CITY OF FERNANDINA BEACH POST OFFICE BOX 668 FERNANDINA BEACH, FL 32034	LARRY MYERS 904-261-3479
07298	CITY OF FERNANDINA BEACH - RECREATION DEPARTMENT 2500 ATLANTIC AVENUE FERNANDINA BEACH, FL 32034	CITY OF FERNANDINA BEACH POST OFFICE BOX 668 FERNANDINA BEACH, FL 32034	LARRY MYERS 904-261-3479
07299	CITY OF FERNANDINA BEACH - RECREATION DEPARTMENT 1200 ELM STREET FERNANDINA BEACH, FL 32034	CITY OF FERNANDINA BEACH POST OFFICE BOX 668 FERNANDINA BEACH, FL 32034	LARRY MYERS 904-261-3479
03602	CONTAINER CORPORATION OF AMERICA NORTH 8 STREET FERNANDINA BEACH, FL 32034	CONTAINER CORPORATION OF AMERICA POST OFFICE BOX 2000 FERNANDINA BEACH, FL 32034	WAYNE S. BARLOW 904-261-5551
05457	DEPARTMENT OF TRANSPORTATION - I-95 WELCOME REST AREA I-95 3.5 MILES S OF FL/GA STATE LINE YULEE, FL 32097-	DEPARTMENT OF TRANSPORTATION POST OFFICE DRAWER 511 ARCADIA, FL 33821	MARVIN R. WILLIAMS 813-494-0922

ATTACHMENT B - NASSAU COUNTY SECTION 302 FACILITIES

SERC CODE	PHYSICAL ADDRESS	MAILING ADDRESS	REPRESENTATIVE
08816	FLORIDA PUBLIC UTILITIES 911 SOUTH EIGHTH STREET FERNANDINA BEACH, FL 32034-	FLORIDA PUBLIC UTILITIES 911 SOUTH EIGHTH STREET FERNANDINA BEACH, FL 32034-	CHARLES SHELTON 904-261-3663
09651	FLORIDA PUBLIC UTILITIES 27 RYAN ROAD FERNANDINA BEACH, FL 32034-	FLORIDA PUBLIC UTILITIES 911 SOUTH EIGHTH STREET FERNANDINA BEACH, FL 32034-	CHARLES SHELTON 904-261-3663
03600	ITT RAYONIER FOOT OF GUM STREET FERNANDINA BEACH, FL 32034	ITT RAYONIER POST OFFICE BOX 2002 FERNANDINA BEACH, FL 32034	E. M. SHIRLEY 904-261-3611
03604	NASSAU COUNTY SCHOOL BOARD 1201 ATLANTIC AVENUE FERNANDINA BEACH, FL 32034	NASSAU COUNTY SCHOOL BOARD 1201 ATLANTIC AVENUE FERNANDINA BEACH, FL 32034	JAMES F. PIKE 904-261-5761
03605	NASSAU COUNTY SCHOOL BOARD FELMORE ROAD YULEE, FL 32097	NASSAU COUNTY SCHOOL BOARD 1201 ATLANTIC AVENUE FERNANDINA BEACH, FL 32034	JAMES F. PIKE 904-261-5761
03606	NASSAU COUNTY SCHOOL BOARD OHIO STREET HILLIARD, FL 32046	NASSAU COUNTY SCHOOL BOARD 1201 ATLANTIC AVENUE FERNANDINA BEACH, FL 32034	JAMES F. PIKE 904-261-5761
03607	NASSAU COUNTY SCHOOL BOARD US 301 AND MUSSLEWHITE ROAD CALLAHAN, FL 32011	NASSAU COUNTY SCHOOL BOARD 1201 ATLANTIC AVENUE FERNANDINA BEACH, FL 32034	JAMES F. PIKE 904-261-5761
05995	SOUTHERN STATES UTILITIES - AMELIA ISLAND WTP #1518 5390 FIRST COAST HIGHWAY FERNANDINA BEACH, FL 32034-	SOUTHERN STATES UTILITIES 1000 COLOR PLACE APOPKA, FL 32703	MIKE SCHWEIZER 407-880-0100
03620	SUNRAY NASSAU UTILITIES SOUTH LITTLE BERRY LANE FERNANDINA BEACH, FL 32034-	JAX UTILITIES MANAGEMNET 1300 GULF LIFE DRIVE SIXTH FLOOR JACKSONVILLE, FL 32207	F. M. MADDOX 904-396-3685

ATTACHMENT B - NASSAU COUNTY SECTION 302 FACILITIES

SERC CODE	PHYSICAL ADDRESS	MAILING ADDRESS	REPRESENTATIVE
10299	SUNRAY NASSAU UTILITIES A1A AT CHESTER ROAD - STATE ROAD 200 FERNANDINA BEACH, FL 32034-	JAX UTILITIES MANAGEMNET 1300 GULF LIFE DRIVE SIXTH FLOOR JACKSONVILLE, FL 32207	F. M. MADDOX 904-396-3685
10811	TOWN OF HILLIARD 120 SOUTH PECAN STREET HILLIARD, FL 32046-	TOWN OF HILLIARD POST OFFICE BOX 249 HILLIARD, FL 32046-	STEVEN WINGATE 904-845-3555
10825	TOWN OF HILLIARD 5 STREET AND RUBY DRIVE HILLIARD, FL 32046-	TOWN OF HILLIARD POST OFFICE BOX 249 HILLIARD, FL 32046-	STEVEN WINGATE 904-845-3555

County _____

Agreement Number _____

Report Period _____ to _____

ATTACHMENT C

HAZARDOUS MATERIALS EMERGENCY PLAN UPDATE
PROGRAM PERFORMANCE REPORT

TASK 1: Review and Update of Hazardous Materials Emergency
Plan Element

- A. Submission of one sample hazards analysis.
- B. Review and update text portion of the plan
(Criteria 1.0 through 14.3).

Indicate percentage of plan text completed:
_____ percent (during this reporting period).

- C. Review and update of hazards analysis component of
plan (Criteria B.1.0 through B.4.5).

- (1) Indicate the number of facility analyses
completed, which include all items required
by TASK B.1, 2 and 3, in accordance with
Compliance Criteria B.1.0 through B.4.5).

_____ analyses completed (during this
reporting period).

Indicate percentage of analyses completed
commensurate with the number of facilities
listed in Attachment B.

_____ percentage completed (during this
reporting period).

- (2) Submit a list of the facility analyses
completed and noted in C (1) with the Program
Performance Report, which includes the
facility number, SERC Code and address.
- D. Identify on the list submitted in C (2) those
facilities listed in Attachment B for which a
hazards analysis was not updated or completed
(submit supporting documentation with Program
Performance Report).

TASK 2: Coordination of Activities

- A. Number of technical assistance contacts with Department of Community Affairs planning staff and Regional Planning Council staff relating to plan update.

_____ technical assistance contacts (during the reporting period).

- B. Number of training sessions attended relating to the plan update.

_____ training sessions attended (during the reporting period).

TASK 3: Final Work Product

- A. Briefly describe plan update status, e.g., update of text completed, percentage of hazards analyses completed, etc.

Narrative:

- B. Date of anticipated plan submission.

_____, 1993, in accordance with Rule 9G-6.006 schedule.

Key to reporting:

The reporting format should follow the outline and provide the appropriate response. The response should indicate the accomplishments for each task, as well as the completion of tasks, i.e., pending, ongoing activities, completion. Provide any other information applicable that might be used to measure completeness of plan update.

