



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

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

Contract Number: 98-LM-4H-0455-01-045-A

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

CONTRACTUAL SERVICES AGREEMENT

THIS CONTRACTUAL SERVICES AGREEMENT is entered into by and between Nassau County (hereinafter referred to as the "Contractor") and the municipality of FERNANDINA BEACH, FL headquartered in FERNANDINA BEACH, Florida. (Hereinafter referred to as the "Sub-Contractor").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Federal Department of Energy (DOE) and the Federal Emergency Management Agency (FEMA) and the State of Florida, Department of Community Affairs (DCA) have authorized funding for the preparation of a Statewide Mitigation Strategy project, including the development of Local Mitigation Strategies and pre-identification and prioritization of Hazard Mitigation Grant program projects to become a part of the Statewide Hazard Mitigation Strategy; and

B. WHEREAS, the Sub-Contractor represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the Local Mitigation Strategy services identified herein, and does offer to perform such services; and

C. WHEREAS, the Contractor has a need for such services in order to formulate the Statewide Mitigation Strategy, and does hereby accept the offer of the Sub-Contractor upon the terms and conditions hereinafter set forth.

[remainder of page intentionally left blank]

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

NOW, THEREFORE, the Contractor and the Sub-Contractor do mutually agree as follows:

1. **SCOPE OF WORK.**

The Sub-Contractor shall fully perform the obligations in accordance with the Scope of Work. Attachment A of this Agreement, to the satisfaction of the Contractor. The determination of satisfactory performance shall be at the sole discretion of the Contractor.

2. **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.**

Both the Sub-Contractor and the Contractor shall be governed by applicable State and Federal laws, rules and regulations.

3. **PERIOD OF AGREEMENT.**

This Agreement shall begin upon execution by both parties and shall end August 31, 1999, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement. No deliverables, requests for payment nor invoices shall be accepted after August 13, 1999.

4. **MODIFICATION OF CONTRACT; REPAYMENTS.**

Either party may request modifications of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached top the original of this Agreement. A copy of any modification shall be sent to the Department of Community Affairs, State of Florida, at the next submission period.

All refunds or repayments to be made to the Contractor under this agreement are to be made payable to the "Nassau County Board of Commissioners", and mailed directly to the following address:

NASSAU COUNTY BOARD OF COMMISSIONERS
P.O. BOX 1010
FERNANDINA BEACH, FLORIDA 32035-1010

5. **RECORDKEEPING.**

a. All original records pertinent to this Agreement shall be retained by the Sub-Contractor for three (3) years following the date of termination of this Agreement or the submission of the last deliverable, whichever is later, with the following exceptions:

(1) If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings are resolved.

(2) Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.

(3) Records relating to real property acquisition shall be retained for three years after closing of title.

b. All records shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work- Attachment A and all other applicable laws and regulations.

c. The Sub-Contractor, its employees or agents, including all sub-contractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Contractor, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Contractor.

7. **MONITORING.**

The Sub-contractor shall constantly monitor its performance under this agreement to ensure that time schedules are being met, the Scope of Work are being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement.

8. **LIABILITY.**

a. Except as otherwise provided in subparagraph (b) below, the Sub-Contractor shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall save the Contractor harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, the Sub-Contractor agrees that it is not an employee or agent of the Contractor, but is an independent contractor.

- b. Any Sub-Contractor who is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Contractor, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Contractor to which sovereign immunity applies. Nothing herein shall be construed as consent by the Contractor to be sued by third parties in any manner arising out of any contract.

9. **DEFAULTS; REMEDIES; TERMINATION.**

- a. If the necessary funds are not available to fund this Agreement as a result of action by the Legislature, Office of the State Comptroller, FEMA, DOE, the Office of Management and Budgeting, or Department of Community Affairs, or if any of the following events occur ("Events of Default"), all obligations on the part of the Contractor to make any further payment of funds hereunder shall, if the Contractor elects, terminate. The Contractor may, at its option, exercise any remedies set forth herein and the Contractor may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
- (1) If any warrant or representation made by the Sub-Contractor in connection with this Agreement shall at any time be false or misleading in any respect, or if the Sub-Contractor shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 - (2) If any material adverse changes occur in the financial condition of the Sub-Contractor at any time during the term of this Agreement as indicated by the financial condition revealed in any reports filed or to be filed with the Contractor or another source, and the Sub-Contractor fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Contractor.
 - (3) If any reports required by this Agreement have not been submitted to the Contractor or have been submitted with incorrect, incomplete or insufficient information.
 - (4) If the Sub-Contractor has failed to perform and complete in timely fashion any of the services required under the Scope of Work (Attachment A).
 - (5) The Contractor shall only be responsible for payments to the Sub-Contractor in the amounts granted and authorized by the State of Florida, Department of Community Affairs.

- b. Upon the happening of an Event of Default, the Contractor may, at its option, upon written notice to the Sub-Contractor and upon the Sub-Contractor's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and pursuit of any one of the following remedies shall not preclude the Contractor from pursuing any other remedies contained herein or otherwise provided at law or in equity:
- (1) Terminate this Agreement, provided that the Sub-Contractor is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail (first class), postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph 10 herein;
 - (2) Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 - (3) Withhold or suspend payment of all or any part of a request for payment;
 - (4) Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Sub-Contractor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Sub-Contractor to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Sub-Contractor to reimburse the Contractor for the amount of costs incurred for any items determined to be non-compliant; and
 - (5) Exercise any other rights or remedies which may be otherwise available under law.
- c. The Contractor may terminate this agreement for cause upon such written notice as is reasonable under the circumstances. Causes shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Sub-Contractor to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- d. Suspension or termination constitutes final Agency action under Chapter 120, Florida Statutes, as amended. Notification of suspension or termination shall include notice of administrative proceeding rights and applicable time frames.

- e. The Sub-Contractor shall return funds to the Contractor if found in non-compliance with laws, rules and regulations governing the use of the funds or this Agreement.
- f. This Agreement may be terminated by the written mutual consent of the parties. It is agreed that such mutual consent shall not be unreasonably withheld. In the event of termination, Sub-Contractor may be paid for all noncancellable costs and obligations incurred in performance of this agreement.
- g. Notwithstanding the above, the Sub-Contractor shall not be relieved of liability to the Contractor by virtue of any breach of Agreement by the Sub-Contractor. The Contractor may withhold any payments to the Sub-Contractor for purpose of set-off until such times as the exact amount due the Contractor from the Sub-Contractor is determined.

10. **NOTICE AND CONTACT.**

- a. All notices provided under or pursuant to this agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

- b. The name and address of the Contractor's contract manager for this Agreement is:

Mr. Terry L. Eby
Nassau County Emergency Management Coordinator
11 North 14th Street, Box 12
Fernandina Beach, Florida, 32034

- c. The name and address of the Representative of the Sub-Contractor responsible for the administration of this agreement:

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in 10.a. above.

11. **OTHER PROVISIONS.**

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Contractor in this agreement, in any subsequent submission or response to the Contractor's requests, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Contractor and within thirty (30) days written notice to the Sub-Contractor, cause the termination of this Agreement and the release of the Contractor from all obligations to the Sub-Contractor.
- b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Nassau County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provisions of this Agreement.
- c. No waiver by the Contractor of any right or remedy granted hereunder or failure to insist on strict performance by the Sub-Contractor shall affect or extend or act as a waiver of any other right or remedy of the Contractor hereunder, or affect the subsequent exercise of the same right or remedy by the Contractor for any further or subsequent default by the Sub-Contractor. Any power of approval or disapproval granted to the Contractor under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- d. The Agreement may be executed in any number of counterparts, any one of which may be taken as the original.
- e. The Sub-Contractor agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of Category Two (\$15,000 in September, 1996) or a period of 36 months from the date of being placed on the convicted vendor list.

12. **SUBCONTRACTS.**

- a. If the Sub-Contractor hereby subcontracts any or all of the work required by the Sub-Contractor under this Agreement, the Sub-Contractor agrees to include in the subcontract that (1) the subcontractor is bound by all applicable state and federal laws and regulations and the terms and conditions of this Agreement, and (2) the subcontractor shall hold the Department of Community Affairs, State of Florida, and the Contractor harmless, consistent with Paragraph 8 of this Agreement, against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement.
- b. Attachment A describes items to be included in the Scope of Work for any subcontracts. The Scope of Work for subcontracts shall not be modified without written authorization from the Contractor. The Sub-Contractor shall provide copies of any subcontracts with the municipality to the Contractor within ten (10) days of execution.

13. **TERMS AND CONDITIONS.**

The Agreement contains all the terms and conditions agreed upon by the parties.

14. **ATTACHMENTS.**

- a. All attachments to this Agreement are incorporated as set out fully herein.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- c. This Agreement has the following attachments:
 - Attachment A--Scope of Work
 - Attachment B--Federal Lobbying Prohibition
 - Attachment C--FEO Standard Conditions
 - Attachment D--Critical Facilities Listing
 - Attachment E--Funding Allocation

15. **FUNDING/CONSIDERATION.**

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Contractor agrees to pay a fixed fee of up to \$15,000. The amount allocated for each municipality subcontract is provided in Attachment E--Funding Allocation. Payment will be made in accordance with the provisions of Attachment A--Scope of Work.

16. **STANDARD CONDITIONS.**

The Sub-Contractor agrees to be bound by the following standard conditions:

- a. The Contractor's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, funding distribution by the Department of Community Affairs, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.
- b. This agreement is not renewable.
- c. 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.
- d. Travel expenses are included in the total compensation provided herein and shall not be separately compensated.
- e. The Contractor reserves the right to unilaterally cancel this Agreement for refusal by the Sub-Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Sub-Contractor in conjunction with this Agreement.
- f. The State of Florida nor the Nassau County Board of Commissioners will not intentionally award publicly-funded contracts to any Sub-Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Contractor shall consider the employment by the Sub-Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Contractor.

17. **STATE LOBBYING PROHIBITION.**

No funds or other resources received from the Contractor in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

18. **COPYRIGHT, PATENT AND TRADEMARK.**

- a. If the Sub-Contractor brings to the performance of this Agreement a pre-existing patent or copyright, Sub-Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- b. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Sub-Contractor shall refer the discovery or invention to the Department of Community Affairs, State of Florida via the Contractor for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Sub-Contractor shall notify the Department of Community Affairs. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby reserved to the State of Florida.
- c. Within thirty (30) days of execution of this Agreement, the Sub-Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Contractor shall then, under Paragraph b, have the right to all patents and copyrights which occur during performance of the Agreement. The Sub-Contractor shall be granted a royalty-free nonexclusive license to use patented or copyrighted material for research or educational purposes.

19. **LEGAL AUTHORIZATION.**

The Sub-Contractor certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Sub-Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Sub-Contractor to the terms of this Agreement.

20. VENDOR PAYMENTS.

Pursuant to Section 215.422, Florida Statutes, the Contractor shall issue payments to the vendors within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within (40) days shall result in the Contractor paying interest at a rate as established pursuant to Section 55.03(1) Florida Statutes. The interest penalty shall be paid withing fifteen (15) days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from the Contractor may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

SUB-CONTRACTOR:

CONTRACTOR:

"CONTRACTOR"
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



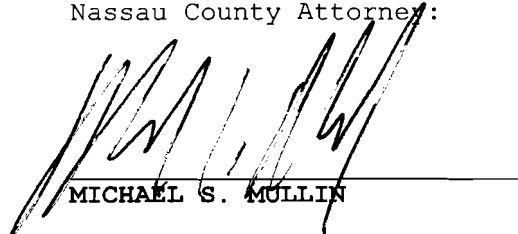
CHRIS KIRKLAND
Its: Chairman

ATTEST:



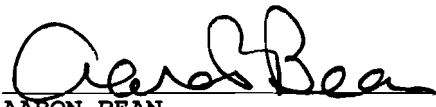
J. M. OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

"SUBCONTRACTOR"
CITY OF FERNANDINA BEACH



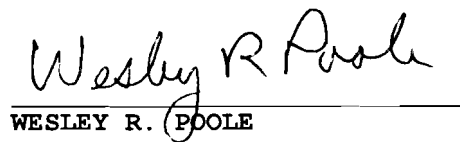
AARON BEAN
Its: Mayor

ATTEST:



VICKI P. CANNON
Its: City Clerk

Approved as to form by the
City Attorney:



WESLEY R. POOLE

ATTACHMENT A
LOCAL MITIGATION STRATEGY
SCOPE OF WORK FOR MUNICIPALITIES
MUNICIPALITY TOTAL AWARD: \$ 15,000.00

1. ATTACHMENT A--SCOPE OF WORK FOR MUNICIPALITIES--
LOCAL MITIGATION STRATEGY (LMS).

a. Pursuant to the Scope of Work, as outlined in the Contractor's contract with the State of Florida, Department of Community Affairs, Contract Number: 98-LM-4H-0455-01-045, pages 17 through 23, all inclusive, a Scope of Work for Municipalities is provided here within. This document will be the master and only reference document for Scope of Work for all Sub-Contractors. Unless so authorized by the Contractor and reviewed and concurred upon by the Department of Community Affairs, State of Florida, in writing, with mutual consent of all parties, there will be no modifications.

b. This is a fixed fee contract. The Contractor will pay compensation at the end of each contract period, based on completion of activities identified in the scope of work, submission of all deliverables listed below within the scheduled time frame, and a determination by the Contractor that the Sub-Contractor has satisfactorily completed the pertinent activities and deliverables. At the end of the first contract period the Sub-Contractor may be paid 20% of the total contract amount, 20% at the end of the second contract period, 40% at the end of the third contract period, and the remaining 20% of the total contract amount at the end of the fourth and final contract period. All payments to the Sub-Contractor are dependent on payment receipt by the Contractor from the Department of Community Affairs after review of the Sub-Contractors submission of deliverables. Sub-Contractor shall submit all deliverables in a typewritten and bound format. All submissions to the Contractor shall be addressed to the Contract Contact Manager. The Sub-Contractor shall provide three (3) copies of all deliverables.

I. 1st Contract Period--Deliverables due August, 7th, 1998 ~~August, 7th, 1998~~ October 30, 1998 

On or before July 15th, 1998, Sub-Contractor shall in cooperation with Nassau County and other participating municipalities, as discussed in Sections 1 and 2 of the GUIDEBOOK, establish, a permanent presence on the Local Mitigation Strategy Working Group to oversee the development of the local mitigation strategy. This presence shall be the written designation of a contact person for this group. Designate one permanent representative and one alternate to the Local Mitigation Strategy Working Group who has broad representation and can commit to regularly scheduled meetings.

A. On or before August 7th, 1998, Sub-Contractor shall provide the Contractor with the following deliverables:

1. The Sub-Contractor shall, in coordination with the county, as discussed in Section 1 of the GUIDEBOOK and in conjunction with the Working Group, identify and list procedures to resolve conflict between governmental entities that may arise from the development of the Local Mitigation Strategy.

2. As discussed in Section 3 of the GUIDEBOOK, establish evaluation criteria in conjunction with the Working Group and procedures to regularly review, update and revise the Local Mitigation Strategy (LMS) to ensure it remains current and reflects changing conditions within the municipality's community.

3. As outlined in Section 4 of the GUIDEBOOK and in cooperation with the Working Group, initiate development of the Community Guiding Principles. First, identify and list government entities that perform hazard mitigation functions at the regional and local levels. List, by narrative description, the functions that these agencies provide and how they reduce losses from hazards. List and describe all municipal policies, ordinances and programs that affect hazard mitigation activities, including, but not limited to, those found in the pertinent local government Comprehensive Growth Management Plans, comprehensive emergency management plan, the emergency management 5-year strategic plan, local flood plain ordinances, storm water management plan policies, and local building codes. Finally, evaluate these existing mitigation policies, ordinances and programs to determine their effectiveness at reducing the potential for loss of life and property as a result of a disaster. Sub-Contractor shall submit these deliverables by August 7th, 1998.

II. 2nd Contract Period--Deliverables due by ~~October 16th, 1998~~ October 30, 1998 

1. As outlined in Section 4 of the GUIDEBOOK, in conjunction with the Working Group, and drawing from the evaluation of existing mitigation policies, ordinances and programs completed in the previous contracting period, provide the following to the Contractor by October 16th, 1998:

A. A single list of mitigation goals and municipal objectives that can be merged with the Working Group's Single County Wide List, that will serve to guide a coordinated and comprehensive strategy to address hazard mitigation.

B. An analysis of how existing policies, ordinances and programs throughout the municipality could be strengthened to achieve the mitigation goals and objectives of the whole county.

C. Begin hazard identification and vulnerability assessment activities as outlined in Section 5 of the GUIDEBOOK, and as described in the HAZARD IDENTIFICATION AND VULNERABILITY ASSESSMENT SUPPLEMENT.

D. Sub-Contractor will provide an inventory of the data which the municipality will gather. Identify responsibilities for collecting all municipal data and identify potential municipal data sources.

E. As outlined in Section 2 of the GUIDEBOOK, identify private sector interests who would benefit from participation in the LMS process and identify how private sector involvement in LMS activities will be accomplished. Establish contact with relevant interests in the local municipality business community and appropriate citizen groups to foster, encourage and obtain their participation. Sub-Contractor shall submit these names, roles and responsibilities of those private sector interests participating in the LMS as a deliverable.

F. As discussed in Section 1 of the GUIDEBOOK, submit to the Contractor procedures to prioritize municipal mitigation initiatives to be included into the County Wide Master Hazard and Vulnerability Assessment. Include how the LMS Working Group will use hazard identification and vulnerability assessment data to identify potential mitigation initiatives.

G. Submit the meeting minutes from all Working Group meetings occurring during this period.

III. 3rd Contract Period--Deliverables due by APRIL 16th, 1999.

1. Complete the hazard identification and vulnerability assessment activities as outlined in Section 5 of the GUIDEBOOK, and as described in the HAZARD IDENTIFICATION AND VULNERABILITY ASSESSMENT SUPPLEMENT. By April 16th, 1999 also submit the following deliverables to the Contractor:

A. Create a municipality multi-hazard map based on the information supplied to the Contractor by the Department of Community Affairs. To assist the Sub-Contractor with this task, the Contractor will provide all paper maps, data tables, event tables, and computer disks for tropical cyclone event risk analysis, demographics and property damage as provided by the Department of Community Affairs.

B. Sub-Contractor shall deliver a current critical facilities inventory data file, listing all new and previously reported public buildings and facilities, repetitive loss data, hazardous material sites(facilities required to report under Section 302 of the Federal Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001, et seq, and implementing regulations) and historical flood data.

C. Sub-Contractor shall submit GIS information to the Contractor in completion of the following deliverable requirements in a GIS ARC Info "coverage" format. The GIS data will indicate critical facilities (including latitude and longitude coordinates), repetitive loss property data, hazardous material sites(including latitude and longitude coordinates and identity of facility), and designation of areas that historically flood. Text shall accompany all data explaining the conditions (rainfall, river gauge measurements, etc.) accompanying any historical flood data.

D. Sub-Contractor shall, in conjunction with the Working Group, submit a list of potential mitigation initiatives as discussed in Section 6 of the GUIDEBOOK. This list shall be based upon the Community Guiding Principles and HAZARD IDENTIFICATION AND VULNERABILITY ASSESSMENT data developed in preceding contract periods and compiled through the procedures established in the second contract period. The list shall include potential program, project, and policy initiatives at the municipal level that have potential to reduce losses of life and property from natural disaster events. Included in this list, but not limited to shall be; initiatives to reduce vulnerabilities, studies (including engineering studies) to identify cost beneficial mitigation activities, existing mitigation initiatives identified in existing local government Capital Improvements Plans for future funding consideration, recommended program and policy actions and revisions to further promote effective hazard mitigation.

E. Sub-Contractor shall provide a progress report of private sector participation into the LMS.

F. Sub-Contractor shall identify potential funding sources for the list of potential mitigation initiatives. The identification of these potential funding sources shall be an attachment to the minutes of the Working Group. Working Group Meeting minutes shall include the presentation and acceptance of all hazard identification and vulnerability assessment activities and the list of potential mitigation initiatives.

IV. 4th CONTRACT PERIOD--DELIVERABLES DUE BY AUGUST 7th, 1999.

A. Sub-Contractor shall, in conjunction with the Working Group, provide a final prioritized list of mitigation programs and initiatives, coupled with potential funding sources and recommended dates for incorporation into the Master County Wide Mitigation Strategy List by August 7th, 1999.

B. Sub-Contractor shall provide the Contractor with copies of any action taken by the local municipality governing body upon consideration of the Local Mitigation Strategy (LMS).

C. Submit the section of the Local Mitigation Strategy document applicable for the municipality that has been adopted by the City's governing body.

D. Sub-Contractor shall submit all minutes of the Working Group Meetings held during this reporting period.

Attachment B
Federal Lobbying Prohibitions

The Contractor certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

- (e) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (f) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (g) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor

Name and Title

ATTACHMENT C
F E O STANDARD CONDITIONS

A. The Sub-Contractor shall assist the Contractor in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations and agreements concerning the use of oil overcharge recovery (Petroleum Violation Escrow) funds. In particular, Sub-Contractor shall assist the Contractor in complying with M.D.L. no.378 Settlement Agreement and any subsequent orders of the Court or guidance or directives from the Federal Department of Energy.

B. The Sub-Contractor agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Part 60). In accordance with the above laws and regulations, the Sub-Contractor agrees to assure, to the extent of the coverage of this Agreement, that no person in the United States shall, on the grounds of race, color, natural origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Contractor receives federal assistance from the Department of Energy.

C. The Sub-Contractor shall permit the Contractor, or his duly authorized representative, to monitor the project pertaining to this Agreement as deemed necessary by the Contractor. The Recipient will monitor its subcontractors.

D. The Sub-Contractor certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension." The Sub-Contractor may not make any subcontract to a debarred or suspended party. A current listing of such parties is maintained by the Department of Community Affairs, State of Florida, for review by Sub-Contractors.

E. If this Agreement or any resulting subcontract is for an amount in excess of \$1000,000, the Recipient must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

SUB-CONTRACTOR

Name and Title

**ATTACHMENT D
CRITICAL FACILITIES LISTINGS**

**ANIMAL RELATED
CORRECTIONAL FACILITY
CHURCH
CLINIC
COMMUNICATION
EMERGENCY OPERATION CENTER
ELECTRICAL
EMERGENCY MEDICAL SERVICES
FIRE STATION
HAZARD MATERIAL SITE
HOSPITAL
FLORIDA HIGHWAY PATROL
LANDFILL-ACTIVE
LANDFILL-INACTIVE
LANDING ZONE
MILITARY BASE
NURSING/CONVALESCENT
POLICE DEPARTMENT
POTABLE WATER
RADIOACTIVE SITE
RED CROSS
REFUGE OF LAST RESORT
SCHOOL
SHELTER
SPECIAL NEEDS SHELTER
SHERIFF DEPARTMENT
SEWAGE TREATMENT FACILITY
TRANSPORTATION FACILITY
WATER TREATMENT FACILITY**

ATTACHMENT E
LOCAL MITIGATION STRATEGY (LMS) FUNDING

| <u>JURISDICTION</u> | |
|---------------------|--------------|
| CALLAHAN | \$ 7,500.00 |
| FERNANDINA BEACH | \$15,000.00 |
| HILLIARD | \$ 7,500.00 |
| <u>GRANT AWARD</u> | \$ 20,000.00 |

The total award listed above will be committed through the contracts between the Nassau County Board of County Commissioners and each subcontracting municipality. All awards are intended to address activities outlined in that subcontract and in the Department of Community Affairs publication, THE LOCAL MITIGATION STRATEGY: A GUIDEBOOK FOR FLORIDA'S CITIES AND COUNTIES. As a condition of accepting this award, each municipality agrees to that the final deliverable of all contracts shall be the development of a single, unified mitigation strategy.