

**AGREEMENT BETWEEN NASSAU COUNTY AND THE  
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL FOR  
COMPLETION OF LOCAL MITIGATION STRATEGY**

This Agreement between Nassau County (The County) and the Northeast Florida Regional Planning Council (NEFRPC) entered into November 8, 1999, sets forth the specific work to be performed by the NEFRPC to completed the Local Mitigation Strategies and pre-identification and prioritization of Hazard Mitigation Grant Program projects.

**ARTICLE I  
SCOPE OF WORK**

The NEFRPC 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 Services attached hereto and incorporated by reference as Attachment A of this Agreement.

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

**ARTICLE II  
CHANGES OR AMENDMENTS TO THE SCOPE OF SERVICES**

Either party may request changes in the Scope of Services to be performed under this contract. Such modifications of the Scope of Services as are mutually agreed upon, or are necessitated by changes in applicable State rules, shall be incorporated as valid modifications to the contract, only in the form of duly signed written amendments to this contract.

The provisions of this contract may be modified through a duly signed written amendment, whereby the NEFRPC may furnish additional services which are not provided for on the Scope of Services as set forth in Exhibit A. The NEFRPC shall be compensated for such additional services as agreed upon by both parties.

**ARTICLE III  
COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS**

The base compensation for the Scope of Work described in this contract is \$39,000.

Nassau County will pay compensation at the rate of upon contract signing the NEFRPC will be paid 25% of the total contract amount, then 75% of the total contract amount once the Department of Community Affairs accepts the work product, and approves the County invoice for reimbursement,

based on completion of activities identified in the scope of work (Attachment A), the submission of all deliverables listed, and a determination by the Department of Community Affairs that the submittal has satisfactorily completed the required activities and deliverables.

Each request for payment shall be initiated by the NEFRPC. The financial invoice shall be authorized in writing by the NEFRPC's designated official

#### **ARTICLE IV RECORDS**

The Northeast Florida Regional Planning Council and its subcontractors 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, and for a period of three (3) years from the date of final payment under this contract for inspection and/or audit by the County or other pertinent public agency.

#### **ARTICLE V TERMINATION OF CONTRACT**

This agreement may be terminated by either party upon 30 days written notice should the other party fail to substantially perform in accordance with the terms of this contract through no fault of others. In the event of termination, due to the fault of others than the Northeast Florida Regional Planning Council or its subcontractors, the NEFRPC shall be paid for services performed to termination date, on a proportionate basis. Without waiving their rights to terminate this contract, the County may delay, withhold or adjust payments under this contract, or the NEFRPC may delay or withhold its services, in an attempt by each party to give the other party an opportunity to fulfill its obligations or correct any violation of this contract.

In addition, in the event of termination for any reason prior to completion of all reports and applications contemplated by this contract, the NEFRPC reserves the right to complete such analysis and records as are necessary to place their file in order, and where considered by them as necessary to protect their professional reputation, to complete a report on the services performed to date. A termination charge to cover the cost thereof for an amount not to exceed 25 percent of all charges incurred up to the date of termination may, at the option of the NEFRPC, be made. All finished or unfinished documents, data, correspondence, and reports, and maps prepared by the NEFRPC staff under this contract shall be delivered to the County.

**ARTICLE VI  
CONTROLLING LAW**

This contract is to be governed by the laws of the State of Florida.

**ARTICLE VII  
LIABILITY**

The NEFRPC shall hold Nassau County and the Department of Community Affairs harmless, consistent against all claims of whatever nature arising out of the NEFRPC's performance of work under this Agreement.

**ARTICLE VIII  
SUCCESSORS AND ASSIGNS**

The NEFRPC and Nassau County each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such party, in respect to all covenants and obligations of this contract.

Nothing herein shall be construed to give any rights hereunder to anyone other than the NEFRPC and Nassau County.

**CONTRACT SIGNATURES AND DATE**

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:

FOR THE COUNCIL:

NASSAU

NORTHEAST FLORIDA

REGIONAL PLANNING COUNCIL

BY:   
Authorized County Official

BY:   
Brian D. Teeple

J. H. Cooper, Chairman  
Name/Title

Brian D. Teeple, Executive Director  
Name/Title

November 8, 1999  
Date

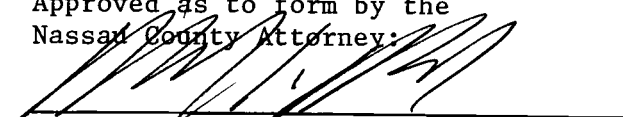
11/10/99  
Date

NEFRPC - NASSAU COUNTY LMS CONTRACT

ATTEST

  
J. M. "Chip" Oxley, Jr.

Approved as to form by the  
Nassau County Attorney:

  
MICHAEL S. MULLIN

**ATTACHMENT A  
SCOPE OF WORK  
LOCAL MITIGATION STRATEGY**

**Purpose**

The Northeast Florida Regional Planning Council (NEFRPC) shall complete a Local Mitigation Strategy (the LMS) for Nassau County using the Department of Community Affairs' (DCA) publication *The Local Mitigation Strategy: A Guidebook for Florida Cities and Counties*, hereafter referred to as "*the Guidebook*," as well as other applicable guidance. It is the express purpose of this agreement that the NEFRPC will complete the work on the Nassau County LMS within the time frames required for submission to the Department of Community Affairs.

**Payment and Deliverables Schedule**

Nassau County will pay compensation at the rate of upon contract signing the NEFRPC will be paid 25% of the total contract amount, then 75% of the total contract amount once the Department of Community Affairs accepts the work product, and approves the County invoice for reimbursement, based on completion of activities identified in the scope of work (Attachment A), the submission of all deliverable listed, and a determination by the Department of Community Affairs that the submittal has satisfactorily completed the pertinent activities and deliverables. All deliverables will be submitted in a typewritten and bound format. The final deliverable shall be a compiled Local Mitigation Strategy document. All submissions to the Department shall be addressed to the Department Contract Manager. The NEFRPC shall provide three (3) copies of all deliverables to the Department with and additional two (2) copies to Nassau County.

The fee for completing the Local Mitigation Strategy program under this agreement is a fixed fee of \$39,000.

**Work Tasks**

All deliverables identified below will be provided by the NEFRPC to the Department of Community Affairs and Nassau County within the time frames identified.

**Section I**

On or before November 19, 1999, the NEFRPC shall provide Nassau County and the Department of Community Affairs with the following deliverables:

- A. A listing of Working Group members, identifying the name and affiliation of each member, and identifying the Working Group contact;
- B. As discussed in Section 1 of the *Guidebook*, identify and list procedures to resolve conflict between governmental entities that may arise from the development of the Local Mitigation Strategy. The Working Group may use the processes included in the Intergovernmental Coordination Element of each local government Comprehensive Growth Management Plan, or other appropriate alternatives.
- C. As discussed in Section 3 of the *Guidebook*, establish evaluation criteria and procedures to regularly review, update and revise the Local Mitigation Strategy to ensure it remains current and reflects changing conditions within the community. Evaluation criteria and procedures shall provide for review, update and revision activities using a Working Group established and populated as described in the *Guidebook*.
- D. As outlined in Section 4 of the *Guidebook*, initiate development of the Community Guiding Principles. First, identify and list government entities that perform hazard mitigation functions, including those at the federal, state, regional and local levels. List the functions that these agencies provide. List and describe existing county, regional and 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 floodplain ordinances, stormwater management plan policies, and local building codes.
- E. A single list of mitigation goals and objectives that will serve to guide a coordinated and comprehensive strategy to address hazard mitigation.
- F. An discussion of how existing policies, ordinances and programs could be strengthened to achieve the mitigation goals and objectives of the community.
- G. Complete the Hazard identification and Vulnerability assessment as outlined in Section 5 of the *Guidebook* and as described in the *Hazard Identification and Vulnerability Assessment supplement*. Provide the Department, with an inventory of the data.
- H. As discussed in Section 1 of the *Guidebook*, submit to the Department procedures to prioritize both municipal and county mitigation initiatives. Include how the LMS Working Group will use hazard identification and vulnerability assessment data to identify potential mitigation initiatives.
- I. Create a county-wide multi-hazard maps, based on the information supplied by the Department.

Providing increased detail on analyses  
 Developing additional mapping detail  
 Developing additional detail on initiatives

Defining additional initiatives  
 Providing other technical support for initiative prioritization  
 Providing support during adoption

Following acceptance of the document by the Department of Community Affairs the NEFRPC will work within the limits of the funding of this agreement to improve the document for up to 90 days from acceptance. Further refinements to be conducted during this stage will include but may not be limited to:

Section II

M. NEFRPC shall identify potential funding sources for the list of potential mitigation initiatives.

1. Initiatives to reduce vulnerability
2. Studies (including engineering studies) to identify cost beneficial mitigation activities
3. Existing mitigation initiatives identified in existing local government Capital Improvement Plans for future funding consideration
4. Recommended program and policy actions and revision to further promote effective hazard mitigation

The NEFRPC shall submit a list of potential mitigation initiatives as discussed in Section 6 of the *Guidebook* to the Department. The list shall be based upon the Community Building Principles and *Hazard Identification and Vulnerability Assessment* data. The list shall include potential program, project, and policy initiatives at the county and municipal levels that have the potential to reduce losses of life and property from natural disaster events including but not limited to:

1. GIS data indicating critical facilities (including latitude and longitude coordinates), repetitive loss property data, hazardous materials sites (including latitude and longitude coordinates and identity of facility), and designation of areas that historically flood.
2. Text shall accompany all data explaining the conditions (rainfall, river gauge measures etc.) Accompanying any historical flood data.

Deliverable requirements in a GIS ARCVIEW "shape file" or ARCVIEW "coverage" format. The NEFRPC shall compile and submit the following to the Department:

- J. Historical flood data within the municipality's jurisdiction. The NEFRPC shall compile comparable information for the unincorporated areas of the County and combine it with all municipal data described above for submission to the Department.
- K. The NEFRPC shall submit GIS information to the Department in completion of the following: