

Contract Number: 01CP-11-04-55-22-026

CFDA Number: _____

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Nassau County, (hereinafter referred to as the "County").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the County represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services, and

B. 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

C. 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

D. WHEREAS, the 2000 Legislature authorized funding to support county hazardous materials emergency planning through the Department.

NOW, THEREFORE, the Department and the County do mutually agree as follows:

(1) SCOPE OF WORK.

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 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.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the County and the Department 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 September 30, 2001, unless terminated earlier in accordance with the provisions of paragraph (8) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

Either party may request modification 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 to the original of this Agreement.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with § 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft.

(5) RECORD KEEPING

(a) If applicable, County's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations."

(b) All original records pertinent to this Agreement shall be retained by the County for three years following the date of termination of this Agreement or of submission of the final close-out report, 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 involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 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.

(c) All records, including supporting documentation of all costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work and Schedule of Payments- Attachment B - and all other applicable laws and regulations.

(d) The County, its employees or agents, including all subcontractor or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, 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 Department.

(6) MONITORING AND REPORTING REQUIREMENTS.

(a) The County shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Scope of Work and Schedule of Payments is being accomplished within specified time periods, and other performance goals are being achieved.

(b) 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.

(c) By December 31, 2000, the County shall submit to the Department the County's timeline or work schedule for the completion of the scope of work, along with a designated contact person, address, telephone number, e-mail address and one completed hazards analyses for review. The County shall also indicate the software program that will be used to generate the hazards analyses (i.e. CAMEO for Windows). The Department reserves the right to approve, or disapprove, software to be used to generate hazards analyses.

(7) LIABILITY.

The County, which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, 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 the County to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(8) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department 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 warranty or representation made by the County in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the County shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the County at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the County fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

4. If the County has failed to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment B.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the County and upon the County's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the

following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the County 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 mail, 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 County 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 County to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the County to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause 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 County to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The County shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the County shall not be relieved of liability to the Department by virtue of any breach of Agreement by the County. The Department may, to the extent authorized by law, withhold any payments to the County for purpose of set-off until such time as the exact amount of damages due the Department from the County is determined.

(9) 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 County's contact person. The County is required to provide the name of a contact person and contact information in Attachment B, Scope of Work, section 1, Task 1.

(10) 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 County in this Agreement, in

any subsequent submission or response to Department request, 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 Department and with thirty (30) days written notice to the County, cause the termination of this Agreement and the release of the Department from all its obligations to the County.

(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 Leon 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 provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the County shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the County. Any power of approval or disapproval granted to the Department 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 an original.

(e) The County 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 in 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 County, 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 for a period of 36 months from the date of being placed on the convicted vendor list.

(11) AUDIT REQUIREMENTS.

(a) The County agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The County shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the contract amount is \$300,000 or more, then the County shall also provide the Department with an annual financial audit report which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 for the purposes of auditing and monitoring the

funds awarded under this Agreement. The funding for this Agreement was received by the Department as a Contractual Services appropriation.

1. The annual financial audit report shall include all management letters and the County's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(e) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the County shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the County of such non-compliance.

(f) The County shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

(g) The County shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(h) The audit is due seven (7) months after the end of the fiscal year of County or by the date the audit report is issued by the state Auditor General, whichever is later.

(12) SUBCONTRACTS.

(a) If the County subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days upon request. The County agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and County harmless against all claims of whatever nature arising out of the subcontractor performance of work under this Agreement, to the extent allowed and required by law. All subcontracts shall be subject to the approval of the Department.

(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 if 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.

(15) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Department agrees to pay a fixed fee of up to \$5,642.00. Payment will be made in accordance with the provisions of Attachment A (Compensation and Financial Reporting Requirements).

(h) The sole intent of this Agreement is to provide financial assistance to the counties to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

(16) STANDARD CONDITIONS.

The County agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial agreement or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the invitation to bid, request for proposals, or pertinent statutes or regulations.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with s. 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the County to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the County in conjunction with this Agreement.

(f) If the County is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any County 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 Department shall consider the employment by any County of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the County of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(17) COPYRIGHT, PATENT AND TRADEMARK

If applicable to this Agreement, refer to Attachment F for terms and conditions relating to copyrights, patents and trademarks.

(18) LEGAL AUTHORIZATION.

The County 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 County also certifies that the undersigned possesses the authority to legally execute and bind County to the terms of this Agreement.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 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 Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency 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.

County: Nassau County

BY: 

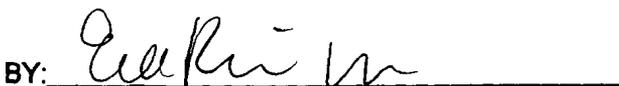
Name and title: Nick D. Deonas, Chairman

Date: September 18, 2000

SAMAS # _____ FID# 59-1863042

STATE OF FLORIDA

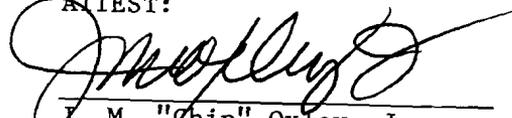
DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title: JOSEPH F. MYERS, DIRECTOR, DIVISION OF EMERGENCY MANAGEMENT

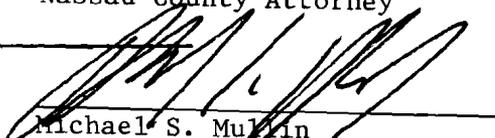
Date: 10-12-00

ATTEST:



J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney



Michael S. Mullen

Attachment A

COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS

A. 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 are incorporated in this Agreement as Attachment B, except as provided herein.

B. The payment of the percentages of the fixed fee amount will be made on a performance basis in accordance with the percentage of work tasks submitted, except that the final 25 percent will not be released until the final work product is completed, submitted, and determined to be acceptable by the Department. Fifty (50) percent of the hazards analyses shall be received by the Department not later than June 1, 2001 except that a later date may be agreed upon in writing by both parties to this Agreement. The final fifty (50) percent shall be received by the Department not later than August 1, 2001. Absent any extenuating circumstances, and except as otherwise provided in this Agreement work submitted after August 1, 2001 will not be accepted, reviewed or compensated. The Department will be the sole authority for determining extenuating circumstances and granting extensions to the work submission deadline.

C. Each request for payment shall be initiated by the Department upon receipt of an acceptable Financial Invoice (Attachment D). The County shall submit an Attachment D, for payment that is commensurate with the percentage of hazards analyses submitted. The County shall submit an Attachment D, for the twenty-five (25) percent final payment, to the Department with required corrections to the hazards analyses within forty-five (45) days of the contract termination date. The Department will release the final payment only upon a determination that all hazards analyses are complete and acceptable, an approved copy of the hazards analyses has been sent to the applicable Local Emergency Planning Committee (LEPC) and notification has been made to all facilities that the hazards analysis information is available upon request. The county emergency management director, or an official designated in writing by the director, shall sign the Financial Invoice (Attachment D). No request will be processed until the Financial Invoice is correct and supported by the product which meets the requirements of this Agreement.

D. In the event that the County submits less than fifty (50) percent of the hazards analyses on June 1, 2001 or on August 1, 2001, then the payment due on each occasion shall be reduced by an amount commensurate with the number of omitted hazards analyses and the number of days late, if any.

E. If the Department finds that the County is not in compliance with the terms of this Agreement, or is not in compliance with any other grant program administered by the Department, then 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 or the applicable requirement of any other grant program administered by the Department. The notice will be sent by Certified Mail, with return receipt requested, to the designated contact person. Noncompliance under this section includes, but is not limited to, the County's failure to submit timely, accurate and complete products required under this Agreement.

Attachment B

SCOPE OF WORK AND SCHEDULE OF PAYMENTS
HAZARDOUS MATERIALS SITE-SPECIFIC HAZARDS ANALYSES

PURPOSE

Submission of completed hazards analyses that comply with the hazards analysis criteria outlined in this Attachment. The primary guidance document is the "Technical Guidance for Hazards Analysis." All hazards analyses shall be consistent with the provisions of this document. Any variation from the procedures outlined in this document must be requested in writing by certified mail, return receipt requested and approved by the Department.

I. DESCRIPTION OF WORK

TASK 1: Coordination of Activities

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

- A. Notification of the County's contact person, address, telephone number and software utilized to the Department by December 31, 2000.
- B. Submission of one completed hazards analysis by December 31, 2000 for review of consistency with the established planning criteria.
- C. Participation in a technical assistance training session provided by the Department is necessary to fulfill the Scope of Work. The Department reserves the right to waive this requirement.
- D. Submit a list of facilities in the County believed to have present Extremely Hazardous Substances (EHSs) as designated by the Environmental Protection Agency (EPA) in quantities at or above the TPQ, but have not reported to the SERC and are not included on Attachment C.
- E. Notify response agencies within the County of the availability of hazards analyses information and make that information available upon request.
- F. Notify Section 302 facilities of the availability of hazards analysis information and make that information available upon request.

TASK 2: Review and Update of Hazards Analyses

- A. Review and update hazards analyses for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission (SERC) that they have present those specific EHSs designated by the EPA in quantities at or above the Threshold Planning Quantity (TPQ). It is required that each Attachment C facility be contacted by written survey, telephone or on-site visit to ensure accuracy of hazards analysis. Each facility hazards analysis must include, but is not limited to, the following items:

1. Facility Information

a. Facility name and address

Provide both physical address (no Post Office Box) and mailing address, if different. Identify any discrepancies regarding facility name and/or address compared to the Attachment C listing.

b. Facility Identification

SERC Code and geographic coordinates (latitude and longitude).

c. Facility Emergency Coordinator

Provide the name, title and telephone number (include 24-hour) of the designated facility coordinator.

d. List of EHSs on site

Provide by Chemical Abstract Services (CAS) number a list of all EHSs used, produced, or stored at the facility.

e. Transportation Routes

List the main routes used to transport chemicals to and from the facility.

f. Evacuation Routes

Based on wind direction from the North, South, East and West, identify the route(s) from the facility to exit the Vulnerable Zone (VZ).

g. Historical Accident Record

Describe any past releases or incidents that have occurred at the facility. Include date, time, chemical name, quantity and number of persons injured or killed (This information is available from the facility).

2. Hazard Identification

a. Chemical identities

Provide proper chemical name, CAS number and natural physical state of each EHS according to exhibit C of the Technical Guidance for Hazards Analysis.

b. Maximum quantity on-site

Express in exact pounds (not range codes) the maximum quantity of each EHS the facility would have on-site at any given time.

- c. Amount in largest container or interconnected vessels

Express in pounds the amount of each EHS stored in the largest vessel or interconnected vessels.

- d. Type and design of storage container or vessel

Indicate the storage method of each EHS, i.e., drum, cylinder, tank, and their respective capacities. This includes system types such as manifold versus vacuum.

- e. Nature of the hazard

Describe the type of hazard most likely to accompany a spill or release of each EHS, i.e., fire, explosion.

3. Vulnerability Analysis

- a. Extent of the Vulnerable Zone

Identify the estimated geographical area that may be subject to concentrations of an airborne EHS at levels that could cause irreversible acute health effects or death to human populations within the area following an accidental release. Plot that geographical area on a map, indicating the Vulnerable Zone.

- b. Estimate Facility Population

Provide an estimate of the number of employees at the facility.

- c. Critical Facilities

List facilities and their populations within the VZ which are essential to emergency response or house special needs populations, i.e., schools, public safety facilities, hospitals, etc., and their maximum expected occupancy. Individual critical facility populations and total populations within VZs shall be provided.

- d. Estimated Exposed Population

Provide an estimate of the maximum possible population within the VZ that would be affected in a worst case release.

4. Risk Analysis

- a. Probability of release

Rate the probability of release as Low, Moderate, or High based on observations at the facility. Considerations should include history of previous incidents and current conditions and controls at the facility.

- b. Severity of consequences of human injury

Rate the severity of consequences if an actual release were to occur.

- c. **Severity of consequences of damage to property**

Describe the potential damage to the facility, nearby buildings and infrastructure if an actual release were to occur.

- d. **Severity of consequences of environmental exposure**

Describe the potential damage to the surrounding environmentally sensitive areas, natural habitat and wildlife if an actual release were to occur.

- B. **Identify and list those facilities in Attachment C for which a hazards analysis was not submitted. Supporting documentation must be provided with the list to account for the facilities for which a hazards analysis was not completed. In addition to the SERC Code Identification, supporting documentation should indicate:**

- 1. **Facility has closed or is no longer in business.**
- 2. **Facility is not physically located in the County (indicate appropriate county location, if known).**
- 3. **Facility does not have EHSs on-site or EHSs are below TPQ. These facilities require:**
 - a. **A Statement of Determination from the facility representative for the previous reporting year; or**
 - b. **A letter from the facility representative fully explaining why the EHSs are not now present at or above TPQ.**

TASK 3: On-Site Visits

- A. **Conduct a detailed on-site visit for a minimum of fifty (50) percent of the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis (Task 2). Prioritize the facilities to be visited based upon the following criteria:**

- 1. **New facilities.**
- 2. **Facilities not visited during the previous contract year.**

Note: It is encouraged that each Attachment C facility receives an on-site visit. This will allow for the achievement of the 100 percent on-site visitation goal desired by the SERC.

- B. **For those facilities visited submit a site plan map with the location of EHSs at the facility and in sufficient detail to identify:**

- 1. **Location of major building(s)**
- 2. **Location of container(s) of EHSs**
- 3. **Location of major streets and entrance(s)**
- 4. **North arrow and scale, if determined, or not to scale**

- C. Provide the date of the on-site visit for the fifty (50) percent of facilities visited.

TASK 4: Final Work Product

Submission of one (1) copy of completed hazards analyses for all facilities listed in Attachment C in a format acceptable to the Department for review and approval. Upon final approval of all analyses submitted, a complete and corrected second copy shall be sent to the Local Emergency Planning Committee. A copy of the transmittal letter shall be submitted to the Department.

Documentation that all subject facilities have been notified of the availability of the hazards analyses information within the time frames provided in this Agreement.

II. SCHEDULE OF PAYMENTS

- A. The first payment of twenty (20) percent of the fixed fee amount is payable upon receipt of items listed in section 1, Task 1 of this Attachment, which are due on or before December 31, 2000.
- B. After the initial payment, the payment percentage will be made on a performance basis that is commensurable with the percentage of hazards analyses for facilities appearing on Attachment C submitted and approved as indicated on Attachment D, Financial Invoice. Fifty (50) percent of the hazards analyses shall be received by the Department not later than June 1, 2001 except that a later date may be agreed upon in writing by both parties to this Agreement. The final fifty (50) percent shall be received by the Department not later than August 1, 2001. Absent any extenuating circumstances, and except as otherwise provided in this Agreement, work submitted after August 1, 2001 will not be accepted, reviewed or compensated.
- C. Twenty-five (25) percent of the fixed fee amount will not be released until the final work product is completed and determined to be acceptable by the Department, a transmittal letter confirming that an approved copy of the hazards analyses has been sent to the LEPC, and documentation that all facilities for which a hazards analysis was conducted have been notified of the availability of the hazards analyses information. This should be completed no later than December 1, 2001.

County Facility Listing

Attachment C

Attachment D
**FINANCIAL INVOICE
 FOR
 HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE**

COUNTY/AGENCY _____ AGREEMENT # _____

COST CLASSIFICATIONS

	AMOUNT REQUESTED BY THE COUNTY*	AMOUNT APPROVED BY THE DEPARTMENT
1. Contact and Timeline (20% Max.)	\$ _____	\$ _____
2. Hazards Analyses (27.5% Max.) (50% completed/submitted)	\$ _____	\$ _____
3. Hazards Analyses (27.5% Max.) (50% completed/submitted)	\$ _____	\$ _____
4. Final Work Product completed (25% Max)	\$ _____	\$ _____
TOTAL AMOUNT	\$ _____	\$ _____

(To be completed by
the Department)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

 Signature of Authorized Official/Title Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE \$ _____

AUTHORIZED BY _____

(To be completed by the Department)

*Request amount should reflect current payment only.

Attachment E

Federal Lobbying Prohibitions

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, 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.

(b) 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.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representative 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.

County: Nassau County



Name and Title

Nick D. Deonas, Chairman
Nassau County Board of County Commissioners

Attachment F

Copyright, Patent and Trademark

(a) If the County brings to the performance of this Agreement a pre-existing patent or copyright, the County 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 County shall refer the discovery or invention to the Department 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 County shall notify the Department. 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 County 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 County 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 Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

Attachment C - Nassau County Section 302 Facilities

SERC Code	Physical Address	Mailing Address	Facility Representative	Date Notified
05217	BELLSOUTH TELECOMMUNICATIONS - FIVE POINTS 2B ESS 1910 SOUTH 8 STREET FERNANDINA BEACH FL 32034	BELLSOUTH TELECOMMUNICATIONS 301 WEST BAY STREET, ROOM 10EE1 JACKSONVILLE FL 32202-	SARA A BUFORD 904-350-2555	3/23/89
07297	CITY OF FERNANDINA BEACH - PUBLIC WORKS 1017 SOUTH 5 STREET FERNANDINA BEACH FL 32034-	CITY OF FERNANDINA BEACH POST OFFICE BOX 668 FERNANDINA BEAC FL 32035-	JERRY GREESON 904-277-7305	10/2/90
08816	FLORIDA PUBLIC UTILITIES - FERNANDINA BEACH WTP 1 4 NORTH 11 STREET FERNANDINA BEACH FL 32034-	FLORIDA PUBLIC UTILITIES POST OFFICE BOX 3395 WEST PALM BEACH FL 33402-	K W MAHANEY 561-838-1739	3/15/91
09651	FLORIDA PUBLIC UTILITIES - FERNANDINA BEACH WTP 2 27 RYAN ROAD FERNANDINA BEACH FL 32034-	FLORIDA PUBLIC UTILITIES POST OFFICE BOX 3395 WEST PALM BEACH FL 33402-	K W MAHANEY 561-838-1739	3/15/91
03602	JEFFERSON SMURFIT - MILL DIVISION NORTH 8 STREET FERNANDINA BEACH FL 32034	JEFFERSON SMURFIT CORPORATION 1915 WIGMORE STREET JACKSONVILLE FL 32206-	HOLLIS ELDER 904-353-3611	10/12/87
06484	K MART - STORE 7613 1525 SADLER ROAD FERNANDINA BEACH FL 32034	K MART 3100 WEST BIG BEAVER ROAD TROY MI 48084-3163	LOUIS ZEBNIK 248-637-6544	1/25/95
03600	RAYONIER FOOT OF GUM STREET FERNANDINA BEACH FL 32034	RAYONIER POST OFFICE BOX 2002 AMELIA VILLAGE FL 32035-	RICHARD W HOPPER 904-277-1480	5/8/87
08585	TOWN OF CALLAHAN - WTP 1908 SOUTH KINGS ROAD CALLAHAN FL 32011-	TOWN OF CALLAHAN POST OFFICE BOX 5016 CALLAHAN FL 32011-5016	MICHAEL A WILLIAMS 904-879-3215	11/22/91
09542	TOWN OF CALLAHAN - WWTP END OF BRANDIES AVENUE EAST CALLAHAN FL 32011-	TOWN OF CALLAHAN POST OFFICE BOX 5016 CALLAHAN FL 32011-5016	MICHAEL A WILLIAMS 904-879-3215	3/25/91

SERC Code	Physical Address	Mailing Address	Facility Representative	Date Notified
10811	TOWN OF HILLIARD - WTP 120 SOUTH PECAN STREET HILLIARD FL 32046-	TOWN OF HILLIARD POST OFFICE BOX 249 HILLIARD FL 32046-	STEVEN WINGATE 904-845-3555	5/9/91
10825	TOWN OF HILLIARD - WWTP 5 STREET AND RUBY DRIVE HILLIARD FL 32046-	TOWN OF HILLIARD POST OFFICE BOX 249 HILLIARD FL 32046-	STEVEN WINGATE 904-845-3555	5/9/91
21182	UNITED WATER - LOFTON OAKS WTP 300 EAST STEWART AVENUE YULEE FL 32097-	UNITED WATER POST OFFICE BOX 8004 JACKSONVILLE FL 32239-8004	ARTHUR BARRETT 904-721-4600	6/1/99
19153	UNITED WATER - POLICE DETENTION WTP 50 BOBBY MOORE CIRCLE YULEE FL 32097-	UNITED WATER POST OFFICE BOX 8004 JACKSONVILLE FL 32239-8004	ARTHUR BARRETT 904-721-4600	3/2/93
03620	UNITED WATER - SUNRAY NASSAU WTP SOUTH LITTLE BERRY LANE FERNANDINA BEACH FL 32034-	UNITED WATER POST OFFICE BOX 8004 JACKSONVILLE FL 32239-8004	ARTHUR BARRETT 904-721-4600	11/15/89
10299	UNITED WATER - SUNRAY NASSAU WWTP CHESTER ROAD AT STATE ROAD A1A YULEE FL 32097-	UNITED WATER POST OFFICE BOX 8004 JACKSONVILLE FL 32239-8004	ARTHUR BARRETT 904-721-4600	11/15/89



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
"Dedicated to making Florida a better place to call home"

JEB BUSH
 Governor

STEVEN M. SEIBERT
 Secretary

October 17, 2000

NASSAU COUNTY
 EMERGENCY MANAGEMENT
 2000 OCT 19 PM 2:45

Ms. Pat Tiedman , Director
 Nassau County Department of
 Emergency Services
 11 North 14th Street, Box 12
 Fernandina Beach, Florida 32034

Dear Ms. Tiedman:

Enclosed is an original executed copy of the contractual agreement between the Department of Community Affairs and Nassau County. If you have any questions regarding this contract, please call me at (850) 413-9916.

Sincerely,

Denise Imbler, Planning Manager
 Bureau of Compliance Planning
 and Support

DI:pk

Enclosure

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
 Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781
 Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
 2796 Overseas Highway, Suite 212
 Marathon, FL 33050-2227
 (305) 289-2402

COMMUNITY PLANNING
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399-2100
 (850) 488-2356

EMERGENCY MANAGEMENT
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399-2100
 (850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399-2100
 (850) 488-7956



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

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

September 21, 2000

Denise Imbler, Planning Manager
Bureau of Compliance Planning and Support
2555 Shumard Oak Boulevard
Tallahassee, Fl 32399-2100

Re: Contract Number 01CP-11-04-55-22-026

Dear Ms. Imbler:

Enclosed are three Contractual Services Agreements as approved and executed by the Nassau County Board of County Commissioners on September 18, 2000. Please obtain the appropriate signature and return one fully executed copy for our files.

We appreciate your assistance, and if we may furnish any additional information, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

jmg

Enclosures

00 AUG 24 PM 2:10

Agenda Request for: September 11, 2000

Department: Emergency Management

Funding Source: Hazardous Materials Grant

Action requested and recommendation: Consideration of request for board to review & approve Hazardous Materials Grant, and also approval for Chairman to sign.

Financial/Economic Impact to Future: There would be no financial help for Hazardous Materials.

Years Budgeting Process or Effect on Citizens: N/A

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Reviewed by:

Legal

Finance

Coordinator





STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

STEVEN M. SEIBERT
Secretary

August 18, 2000

Ms. Pat Tiedman, Acting Director
Nassau County Department of
Emergency Services
11 North 14th Street, Box 12
Fernandina Beach, Florida 32034

2000 AUG 21 PM 3:03
NASSAU COUNTY
EMERGENCY MANAGEMENT

Dear Ms. Tiedman:

The Florida Department of Community Affairs is pleased to award funds to update the hazardous materials data for your county.

Based upon the allocation formula developed by the Division, your county is entitled to receive \$5,642.00. This is a fixed fee, performance-based agreement with its Scope of Work and Schedule of Payments outlined in Attachment B. There is no requirement to match the allocation with county funds.

Your attention is directed to the following revisions contained in this Agreement:

1. Consistent with the State Emergency Response Commission policy, detailed on-site visits shall be conducted for a minimum of **fifty percent (50%)** of the facilities appearing on the Attachment C listing. Dates of the on-site visit shall appear within the context of the hazards analysis. Such visits shall be prioritized as follows:

new facilities; and
facilities not visited during the previous contract year.

2. The county shall notify the Section 302 facilities (Attachment C listing) of the availability of the hazards analysis information and disseminate that information to the facility upon request.

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.dca.state.fl.us>

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(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

Ms. Pat Tiedman
August 18, 2000
Page Two

Enclosed are three copies of the Agreement for your review. Please have the Chairperson of the Board of County Commissioners sign each copy and return them to the following address:

Denise Imbler, Planning Manager
Bureau of Compliance Planning and Support
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Please note that a signature is required on Attachment E of each copy of the contract as well. An original signed document will be returned to you for your files. **Please notify the Department in writing by September 30, 2000, on whether your county intends to accept or deny the funding.**

I look forward to working with your county on updating the county's hazardous materials information. Technical assistance visits will be scheduled beginning in the fall. If you have any questions regarding the Agreement or its requirements, please call Denise Imbler at (850) 413-9916.

Sincerely,



Eve Rainey, Chief
Bureau of Compliance Planning
and Support

ER:dmi

Enclosures