

**AGREEMENT BETWEEN THE  
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL  
AND  
NASSAU COUNTY**

This Agreement is entered into by and between the Northeast Florida Regional Planning Council, hereinafter referred to as the "Council" and Nassau County, hereinafter referred to as the "County."

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

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

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

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

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

**ARTICLE I.  
SCOPE OF WORK**

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

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

ARTICLE II.  
COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS

A. This is a fixed fee agreement. The Council shall be paid for the satisfactory performance of the Scope of Work referenced herein, in the amount not to exceed \$5,642.00.

B. Upon execution of this Agreement, the Council 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 A, except as provided herein.

C. 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, as indicated by an acceptable program performance report, except that the final 25 percent will not be released until the final work product is submitted and determined to be acceptable by the Department of Community Affairs. Work submitted less than forty-five (45) days before the Agreement expiration date will not be accepted, reviewed or compensated.

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

ARTICLE III.  
AUDITS AND RECORDS

The Council agrees:

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

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

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

#### ARTICLE IV.

##### PROGRAM PERFORMANCE REPORTING REQUIREMENTS AND MONITORING

A. The County or Department of Community Affairs 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 Council. Upon request, a written status report will be provided within ten (10) days. Either party to the Agreement may request, and be granted upon reasonable notice, a conference for the presentation of reports or the resolution of problems.

B. Within thirty (30) days of the execution of this Agreement, the Council shall submit to the County the time line or work schedule for the completion of the scope of work, along with a designated contact person, address, and telephone number. The Council shall also indicate the software program that will be used to generate the hazards analyses (i.e. CAMEO, Chemdata, etc.). The Department reserves the right to approve, or disapprove, software to be used to generate hazards analyses.

C. Within ninety (90) days of the execution of this Agreement, and every 90 days thereafter, the Council shall submit one (1) copy of a detailed program performance report, which describes work performed during that period of time.

D. The program performance reports shall address each task and subtask identified in Attachment A, Scope of Work and, at a minimum, complies with the minimum criteria for such reports.

#### ARTICLE V.

##### TERMS OF AGREEMENT

A. This Agreement shall begin on the last date of signing and shall end on September 30, 2001.

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

C. 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.

ARTICLE VI.  
MODIFICATIONS

Either party may request changes to this Agreement, including adjustments in the Scope of Work to be performed and time of performance. Such modifications may be proposed in writing by either party and become effective upon being reduced to writing executed by both parties.

ARTICLE VII.  
SUBCONTRACT

A. It is expressly understood that the County is subcontracting the work required under this Agreement. The Council agrees to include in any subcontract that the subcontractor is bound by the terms and conditions of this Agreement and with the terms of the Agreement the County has with the Department of Community Affairs. The Council agrees to provide the subcontractor with a copy of this Agreement and agrees to provide the County with a copy of the subcontract. The Council agrees that it is bound by the terms of Agreement Number: 01CP-11-04-55-22-026 between the County and the Florida Department of Community Affairs.

B. The Council agrees to hold the County and the Department harmless against all claims of whatever nature arising out of the performance of work under the subcontract.

ARTICLE X.  
TERMS AND CONDITIONS

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

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

FOR THE COUNTY:  
NASSAU COUNTY

FOR THE COUNCIL:  
NORTHEAST FLORIDA  
REGIONAL PLANNING COUNCIL

BY:   
Authorized County Official

BY:   
Brian D. Teeple, Executive Director

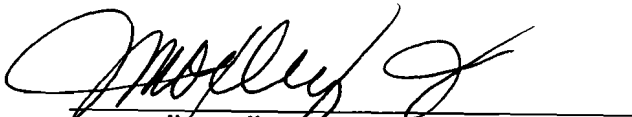
Nick D. Deonas, Chairman  
Name/Title

Brian D. Teeple / EXECUTIVE DIRECTOR  
Name/Title

September 18, 2000  
Date

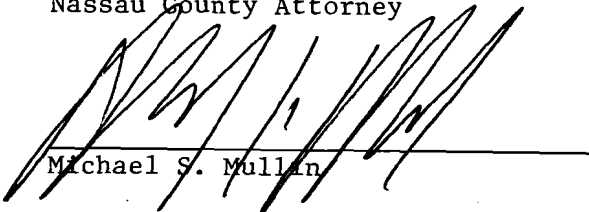
11/2/00  
Date

ATTEST:

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

59-1745473  
Federal Employer ID Number

Approved as to Form by the  
Nassau County Attorney

  
Michael S. Mullen

# ATTACHMENT A

## 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 B.
- 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 B, 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 B 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 B 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 B 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 B, 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 B 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 B 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.

### SCHEDULE OF PAYMENTS

- A. The first payment of 20 percent of the fixed fee amount may be made within thirty (30) days of the execution of this Agreement dependent upon receipt of items listed in Article IV.B. of this Agreement.
- B. After the initial payment, the payment percentage will be made on a performance basis that is commensurable with the percentage of work tasks submitted and indicated on an acceptable program performance report submitted in accordance with Article IV.D. of this Agreement.
- C. Twenty-five 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 of Community Affairs, within the time frames provided in this Agreement.

B PST  
per J.A.

# Attachment E - 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 WINGGATE 904-845-3555	5/9/91
10825	TOWN OF HILLIARD - WWT 5 STREET AND RUBY DRIVE HILLIARD FL 32046	TOWN OF HILLIARD POST OFFICE BOX 249 HILLIARD FL 32046	STEVEN WINGGATE 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

Attachment D

FINANCIAL INVOICE  
FOR HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

COUNTY/AGENCY Nassau County

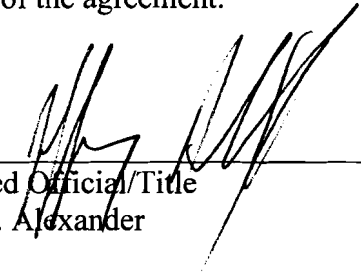
AGREEMENT # Ref 99CP-11-04-55-22-026

Performance Period Initial

COST CLASSIFICATIONS

	Amount Requested	Amount Approved By the County
1. Contract and Timeline (20% Max.)	\$ <u>1,1280.40</u>	\$
2. Hazards Analysis (55% Max.) { <u>55 % Completed/Submitted</u> }	\$ _____	\$
3. Final Work Product (25% Max.)	\$ _____	\$
Total Amount	\$ <u>1,1280.40</u>	\$

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

  
\_\_\_\_\_  
Authorized Official/Title  
Jeffrey A. Alexander

November 1, 2000  
Date

TOTAL AMOUNT TO BE PAID ON

THIS INVOICE \$

(To be completed by the Department)

Northeast Florida Regional Planning Council  
Task Schedule and Timeline for the Completion of Hazards Analyses

Task	December				January				February				March				April				May				June				July			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<b>Task 1: Coordination of Activities</b>																																
Submit Example of Completed Hazards Analysis, Due by December 31, 2000		X	X	X																												
DCA Technical Assistance Training						X	X																									
Develop Survey Forms		X	X																													
Mail Survey Forms		X																														
Submit a List of Facilities That Have Not Reported to the SERC, and are not in Attach. B.																				X												
<b>Task 2: Review &amp; Update of Hazards Analysis</b>																																
Review and Update Hazards Analyses												XX	XXXX	XX																		
Prepare Computerized Maps of VZs													X	XX																		
Prepare List of Facilities for which Analysis was not completed																				XX												
Revise Hazards Analyses in Response to Comments																								XXXX								
<b>Task 3: On Site Visits</b>																																
Submit a List of Facilities for County Approval											XX																					
Conduct Site Visits													XXXX																			
<b>Task 4: Final Work Product</b>																																
Submit One Copy of Completed Hazards Analyses for Review																				XX												
Submit Final Copy																															XX	
Submit One Detailed Program Performance Report.								Jan. 1 <sup>st</sup>								Mar. 1 <sup>st</sup>																July 1 <sup>st</sup> FINAL

- Notification of the county's contact person, address, telephone number, and software being utilized, DUE Dec 31, 2000.
- Within 30 days of execution of the agreement, the Council shall submit to the County the time line for completion of the scope of the work, along with the designated contact person, address, and telephone number.
- This agreement is contracted to end on September 30, 2001



*Bringing Communities Together*

Baker • Clay • Duval • Flagler • Nassau • Putnam • St. Johns

NASSAU COUNTY  
EMERGENCY MANAGEMENT  
9-7 (TL)  
2000-AUG-30 PM 1:58

September 6, 2000

Ms. Pat Tiedeman, Interim Director  
Nassau Emergency Management  
11 North 14<sup>th</sup> Street  
Fernandina Beach, FL 32034

Dear Ms. Tiedeman:

It is my understanding that you should have received notice from the Florida Department of Community Affairs to prepare your hazardous materials appendix update for 2000. This year's requirements for hazardous materials planning include updating the hazards analysis completed in 1999 and conducting site visits to 50% of the facilities identified in the County. The Regional Planning Council is interested in providing a service to a member local government by contracting with the County to fulfill these planning requirements.

Bi-annually since 1989, the Northeast Florida Regional Planning Council has been able to complete the hazardous materials emergency response planning required of the counties in the district under the "SARA Title III: Emergency Planning and Community Right-to-Know Act of 1986" and the "Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988" through cooperative efforts involving all the counties in the Northeast Florida Region. By combining the resources of each County and realizing the economies of scale associated with the reduction of duplication and the centralization of activities, the Regional Planning Council was able to economically complete the initial and updated versions of the County plans.

Attached is a proposed contract for work to be completed by the Regional Planning Council, which will fulfill the obligations to the Department of Community Affairs. This will provide the County with a complete, updated Hazardous Materials Appendix. If after reviewing the contract, you have any questions please do not hesitate to contact my staff or me. However, if the contract is acceptable as presented, please execute both copies and return them to me for final execution; one copy will then be returned to you.

Thank you for your consideration of this project. It is efforts such as these that provide each County the benefits of regional cooperation.

Sincerely,

  
Jeffrey A. Alexander  
Director of Planning Programs

JAA:gm

Enclosure



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
**OFFICE OF EMERGENCY MANAGEMENT**

NASSAU COUNTY OFFICE ANNEX  
11 North 14th Street, Suite 12  
Fernandina Beach, Florida 32034-0490



MEMORANDUM

To: Walt Gossett, County Coordinator

From: Patricia Tiedeman, Interim Director Emergency Management *PT*

Re: NFRPC Grant Proposal

Date: September 12, 2000

.....

Enclosed is a copy of the NFRPC grant for Hazardous Materials. Please review and advise.

Thank You.

00 SEP 12 PM 1:43





**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

Mr. Jeffrey A. Alexander  
Director of Planning Programs  
Northeast Florida Regional Planning Council  
9143 Philips Highway, Suite 350  
Jacksonville, FL 32256

Dear Mr. Alexander:

Enclosed are two contracts for service related to the preparation of the hazardous materials appendix update for 2000 as approved by the Nassau County Board of County Commissioners on September 18, 2000. Please obtain the appropriate signature and return one fully executed contract 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

jgb

Enclosures



**Northeast  
Florida  
Regional  
Planning  
Council**

NASSAU COUNTY  
EMERGENCY MANAGEMENT

2000 OCT 37 PM 3:38

*Bringing Communities Together*

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November 1, 2000

Mrs. Pat Tiedeman  
Director Of Emergency Management  
Dept. of Emergency Management  
11 North 14<sup>th</sup> Street, Suite 12  
Fernandina Bch, FL 32034

Mrs. Tiedeman

Thank you for electing to contract with the Northeast Regional Planning Council to conduct the 2000-2001 Hazardous Materials Appendix update. This years project requires us to conduct site visits to 50% of the facilities. The facilities are to be prioritized for site visits based on the criteria of facilities not visited during the previous contract year, or new facilities added to the area. In order to meet the 50% quantity, approximately eight facilities need to be identified for site visits. Please let me know of any facilities you would like to have visited. If you do not have any preference, the RPC will randomly select facilities based on the State criteria. The list of facilities will be provided before site visits begin. Please let me know as soon as possible so I can begin to arrange the site visits with the facilities.

The initial invoice is attached. Also, per article IV paragraph B, please be advised that the Council will be using CAMEO to update the Hazardous Analysis.

I look forward to working with you on this project. Should at any time you wish to discuss the project please contact me.

All the best,

Ashley T. Payne  
Planner, Northeast Florida RPC

**Agenda Request for:** February 26, 2001

01 FEB - 0 11:17

**Department:** Emergency Management

**Funding Source:** Hazardous Materials Grant

**Action requested and recommendation:** Consideration of request for board to review and approve Hazardous Materials Grant again due to a change of the amount of funds in the contract.

**Financial/Economic Impact to Future:** N/A

**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**

2-28

**Finance**

**Coordinator**



All originals  
sent to Pat  
Tiedeman to send  
to NEFRPC

2 certified copies to  
Pat Tiedeman 3:26 01

Upon the request and recommendation of the Interim Emergency Management Director, it was moved by Commissioner Howard, seconded by Commissioner Vanzant, and unanimously carried to approve an amendment of the agreement with the Northeast Florida Regional Planning Council regarding the Nassau County Hazards Analysis Contract No. 01CP-11-04-55-22-026 due to a change in the amount of funds in the contract.



NASSAU COUNTY  
EMERGENCY MANAGEMENT

2001 JAN 29 PM 2:58

STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

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

JEB BUSH  
Governor

January 24, 2001

STEVEN M. SEIBERT  
Secretary

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

Dear Ms. Tiedman:

Enclosed please find three copies of a modified page seven of the Nassau County Hazards Analysis Contract numbered 01CP-11-04-55-22-026 as well as three signature sheets. Section four of the Agreement provides for modification to the contract. This modification concerns the total allocation awarded to your county for the completion of hazards analyses for those facilities located in your county storing extremely hazardous substances. Unfortunately due to an error, the amount of your contract was miscalculated based on 1997 total receipts rather than 1999 total receipts. Total receipts for 1999 decreased by approximately \$100,000 due to the U.S. Environmental Protection Agency (EPA) exemption of gas stations from reporting under the Emergency Planning and Community Right-to-Know Act (EPCRA).

Please have the appropriate authority sign the enclosed signature sheets and return two signed copies to the Department along with the modified page seven and retain one set for your records. I apologize for any inconveniences this miscalculation causes and ask your understanding and patience as we work to rectify this error. Please feel free to contact Denise Imbler at (850) 413-9916 if you have any questions or need further information.

Sincerely,

Eve Rainey, Bureau Chief  
Compliance Planning  
and Support

ER/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

(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 \$4,782.00. 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: Marianne Marshall

Name and title: Marianne Marshall, Chairman

Date: February 26, 2001

SAMAS # \_\_\_\_\_ FID# 59-1745473

Attachment D

FINANCIAL INVOICE  
FOR HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

COUNTY/AGENCY Nassau County

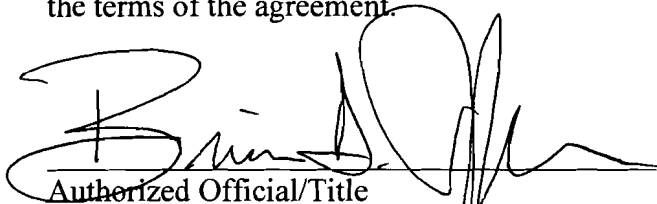
AGREEMENT # Ref 01CP-11-04-55-22-026

Performance Period Initial

COST CLASSIFICATIONS

	Amount Requested	Amount Approved By the County
1. Contract and Timeline (20% Max.)	\$ <u>956.40</u> \$	
2. Hazards Analysis (55% Max.) { <u>55 %</u> Completed/Submitted}	\$ _____ \$	
3. Final Work Product (25% Max.)	\$ _____ \$	
Total Amount	\$ <u>956.40</u> \$	

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


  
 \_\_\_\_\_  
 Authorized Official/Title  
 Brian Teeple, Executive Director

February 5, 2001  
Date

TOTAL AMOUNT TO BE PAID ON

THIS INVOICE \$

(To be completed by the Department)

APPROVED FOR PAYMENT  
~~01253525-531000~~ 



# BUDGET PLANNING

**Project Name** Nassau Local Haz Mat '00  
**Element Number** \_\_\_\_\_

**Revenue:**

<u>County Contract</u>	<u>\$4,782.00</u>	
_____		
_____		
<b>Total Budget</b>	<b>\$4,782.00</b>	(A)

**Expenditures (Direct Cost)**

516 Postage	\$200.00	
517 Supplies	\$0.00	
519 Periodicals	\$0.00	
521 Printing	\$250.00	
522 Advertising/Employment	\$0.00	
541 Miscellaneous	\$0.00	
536 Travel In-Region	\$300.00	
533 Computer Software	\$0.00	
546 Travel Out-Region	\$200.00	
523 Advertising	\$0.00	
556 Meeting Expenses	\$0.00	
557 Publications/ Text	\$0.00	
520 Memberships	\$0.00	
529 Furniture and Equipment	\$250.00	
Total Direct Cost	\$1,200.00	(B)
<b>Balance Available After Direct Cost (A-B)</b>	<b>\$3,582.00</b>	(C)
<b>Available for Salaries (C/2.1118)</b>	<b>\$1,696.18</b>	(D)

Breakdown of Salaries:

Planning	\$1,356.95	
Secretarial Pool	\$169.62	
Public Relations	\$169.62	
<b>Total Salaries</b>	<b>\$1,696.18</b>	

Salaries (D) X 32.9% = Fringe Benefits \$558.04 (E)

**Total Salaries and Fringe Benefits (D+E)** \$2,254.23 (F)

Total Salaries and Fringe Benefits (F) X Following:

Common Cost 32.7%	\$737.13	(G)
Indirect Cost 26.2%	\$590.64	(H)

**Total Salaries and Allocated Cost (F+G+H)** \$3,582.00 (I)  
**Total Budget (B+I)** \$4,782.00

**FIRST AMENDMENT OF THE AGREEMENT BETWEEN THE  
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL  
AND  
NASSAU COUNTY**

This is the first Amendment to the Agreement entered into by and between the Northeast Florida Regional Planning Council, hereinafter referred to as the "Council" and Nassau County, hereinafter referred to as the "County.", entered into on November 20, 2000.

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

WHEREAS, the Council and the County entered into an Amendment on November 20, 2000 to undertake hazardous materials emergency management planning for Nassau County; and

WHEREAS, funds to support this agreement are being provided by the Florida Department of Community Affairs, Division of Emergency Management; and

WHEREAS, the Florida Department of Community Affairs has notified the Council of a reduction of funds available to undertake the scope of the Agreement.

NOW, THEREFORE, in consideration to this Amendment, promises and representations herein, the Council and the County hereby agree as follows:

**ARTICLE II.  
COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS**

A. This is a fixed fee agreement. The Council shall be paid for the satisfactory performance of the Scope of Work referenced herein, in the amount not to exceed ~~\$5,642.00~~ \$4,782.00.

ARTICLE X.  
TERMS AND CONDITIONS

All other terms and conditions contained in the Agreement between the County and Council, dated November 20, 2000, not expressly modified herein shall remain in full force and effect.

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

FOR THE COUNTY:  
NASSAU COUNTY

FOR THE COUNCIL:  
NORTHEAST FLORIDA  
REGIONAL PLANNING COUNCIL

BY: Marianne Marshall  
Authorized County Official

BY: \_\_\_\_\_  
Brian D. Teeple, Executive Director

Marianne Marshall, Chairman  
Name/Title

Brian D. Teeple, Executive Director  
Name/Title

February 26, 2001  
Date

\_\_\_\_\_  
Date

59-1745473  
Federal Employer ID Number

ATTEST:

J. M. "Chip" Oxley, Jr.  
Authorized Signature - County Clerk

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

\_\_\_\_\_  
Name/Title

Approved as to Form by the  
Nassau County Attorney

Michael S. Mullin  
Michael S. Mullin