

**MEMORANDUM OF AGREEMENT
 BETWEEN
 NASSAU COUNTY, FLORIDA
 AND
 THE NORTHEAST FLORIDA REGIONAL COUNCIL FOR
 THE PROVISION OF PLANNING SUPPORT FOR THE COUNTY'S STATE
 HOMELAND SECURITY GRANT PROGRAM 2004-2005 CONTRACT WITH
 THE STATE OF FLORIDA.**

2005 FEB - 8 AM 8:56
 NASSAU COUNTY
 EMERGENCY MANAGEMENT

This Agreement is entered into on the date specified herein by and between Nassau County, Florida (hereinafter referred to as the "County"), and the Northeast Florida Regional Council (hereinafter referred to as the "Council"), for the provision of planning support for the County's State Homeland Security Grant Program 2004-2005 (hereinafter referred to as the "SHSGP") contract with the State of Florida (State).

It is hereby declared to be in the public interest and the purpose of this Agreement that the County and the Council jointly pledge their intention to cooperatively seek to undertake, perform and complete the Scope of Work as defined in Attachment A in accordance with State and Federal regulations.

Specific areas of agreement to coordinate respective activities are as follows:

1.0 STAFF SERVICES

The Council shall provide all staff services to the County for the Scope of Work as identified in Attachment A and made part of this agreement. The Council shall be bound by this Agreement with the County and the requirements of the Florida Department of Community Affairs (DCA) specified in DCA contract number 05-DS-2N-04-55-01-077. The Council shall be responsible for all requirements set forth in the Agreement between DCA and the County.

2.0 ACCOMPLISHMENT OF THE PROJECT

The Council shall commence and complete the project with all practical dispatch and in accordance with the provisions herein. The Agreement shall begin when fully executed and shall end on September 20, 2005. This Agreement may be extended if the County Agreement with DCA, Paragraph C.3, is extended.

3.0 COMPENSATION

The base compensation for the Scope of Work described in this contract is provided as a fixed fee. Compensation to the Council shall be in the amount of sixty-six thousand six hundred and thirty-two dollars (\$66,632.00), and shall consist of the following contract items:

CONTRACT ITEM	COST
Local Planning	\$33,385
Local Exercise	\$9,195
All Discipline Training	\$9,545
EOC Enhancements	\$14,507
Total	\$66,632

4.0 CONTRACT PERIODS

The following contract periods define the timeframe for deliverables and compensation stated in this Agreement:

- 1st Contract Period - Upon full execution of Agreement – March 31, 2005
- 2nd Contract Period - April 1, 2005 – June 30, 2005
- 3rd Contract Period - July 1, 2005 – September 20, 2005

The Scope of Work (Attachment A) describes the specific deliverables due in each Contract Period.

5.0 METHOD OF PAYMENT

The County will pay compensation at the end of each contract period, based on completion of activities identified in the Scope of Work, the submission of all deliverables listed therein within the scheduled time frame, and a determination by the County that the submittal has satisfactorily completed the pertinent activities and deliverables. The NEFRPC will be paid 25% of the total contract amount at the end of the first contract period, 50% at the end of the second contract period, and 25% at the end of the third (final) contract period.

The Council will adhere to the following procedures in requesting payment for its services under this Agreement:

- 5.01 Payment to the Council shall be as identified in Attachment A of this Agreement.
- 5.02 The invoice will be signed by the Primary Contact Person or a finance official of the Council, as to its correctness
- 5.03 A progress report and a financial statement will accompany the invoice.
- 5.04 The invoice will be submitted to the Clerk for approval. When approved a check will be issued by the County to the Council within 45 days of the receipt of the invoice, dependent upon fund reimbursement from the State.
- 5.05 The County may withhold payment until questions of accuracy and correctness are cleared up to the satisfaction of the County. A

determination by the County that the Council is performing at an unsatisfactorily level will cause immediate termination of this agreement, based on the terms of Article 10 of this agreement.

6.0 WORK PRODUCTS

The Council shall provide one printed copy and digital information (compact disc or similar) of the work products to the County consistent with the DCA contract with the County, Attachment A: Part I.A.1 and 2, Part I.B.1 and 2, Part I.C.1 and 2, and Part I.D.1 and 2. The Council will not be responsible for contract maintenance between DCA and the County.

7.0 CHANGES OR AMENDMENTS TO THE SCOPE OF WORK

The provisions of this contract may be modified through a mutually and duly signed written amendment, whereby the Council may furnish additional services which are not provided for in the Scope of Work as set forth in Attachment A. Such modifications of the Scope of Work as are mutually agreed upon, or are necessitated by changes in applicable State rules, shall be incorporated as valid modifications to the contract.

8.0 COOPERATION

The following individuals shall be the primary contact persons under this Agreement:

Nassau County

Ms. Nancy Freeman, Director
Nassau County Emergency Management
96135 Nassau Place, Suite 2
Yulee, FL 32097
904-491-7550
e-mail: ncem@nassaucountyfl.com

Northeast Florida Regional Council

Mr. Jeffrey Alexander
Director of Planning Programs
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, FL 32216
904-279-0880
e-mail: jalex@nefrpc.org

9.0 HOLD HARMLESS

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

understands that this is a sub-contract of an Agreement held by the County with DCA, and that as such the Council is bound by all applicable state and federal laws and regulations, and contract provisions. The Council shall hold DCA and the County harmless against all claims of whatever nature arising out of the Council's performance of work under this Agreement with the County.

10.0 TERMINATION

This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail to substantially perform in accordance with the terms of this contract. In the event of termination the Council shall be paid for services performed to termination date, on a proportionate basis. Without waiving their rights to terminate this contract, the County may delay, withhold or adjust payments under this contract, in an attempt to give the other party an opportunity to fulfill its obligations or correct any violation of this contract, but the Council may not delay or withhold its services.

In addition, in the event of termination for any reason prior to completion of all reports and applications contemplated by this contract, the County will pay only for work satisfactorily completed up to that point. The Council reserves the right to complete, at its own expense, such analysis and records as are necessary to place their files in order, and where considered by them as necessary to protect their professional reputation, to complete a report on the services performed to date. Upon termination all finished or unfinished documents, data, correspondence, reports, and maps prepared by Council staff under this contract shall be delivered to the County.

11.0 ADDITIONAL CONSIDERATIONS

It is not the intent of this Agreement to specify all areas that can or should be effectively coordinated; rather, this Agreement will serve as documentation of minimum compliance with the above sections and more generally to serve as a joint pledge of cooperation realizing the mutual benefit to be derived for effectuating a close and realistic working relationship.

12.0 SUPPLEMENTAL AGREEMENTS

It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the concurrence of the County and the Council, anything to the contrary in this Agreement notwithstanding.

13.0 THIRD PARTY CONTRACTS

Except as otherwise authorized in writing by the County, the Council shall not execute any contract or obligate itself in any other manner with any third party with respect to the project.

14.0 AUDIT AND INSPECTION

The Council shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of the Contract, and for a period of five (5) years from the date of final payment under this contract for inspection and/or audit by the County or other pertinent public agency.

15.0 NONDISCRIMINATION

- 15.01 Compliance with Regulation. The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.
- 15.02 Nondiscrimination. The Council will not discriminate on the grounds of race, color, religion, sex or national origin.
- 15.03 Information and Reports. The Council will provide all information and reports required by the regulations or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County and DCA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts it has made to obtain this information.
- 15.04 Sanctions for Noncompliance. In the event of the Council's noncompliance with the nondiscrimination provision of this Agreement, the County may impose such contract sanctions, as it may determine to be appropriate.

16.0 SUCCESSORS AND ASSIGNS

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

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

17.0 CONTRACT SIGNATURES AND DATE

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

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

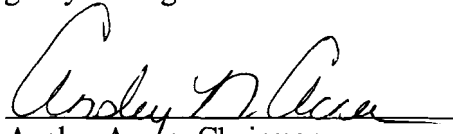
FOR THE COUNTY:

FOR THE COUNCIL:

Nassau County
Emergency Management

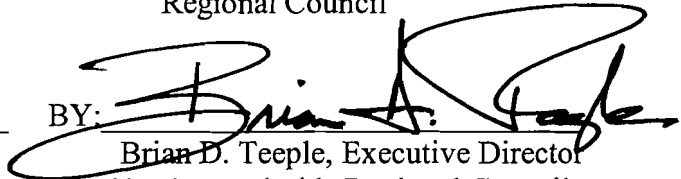
Northeast Florida
Regional Council

BY:



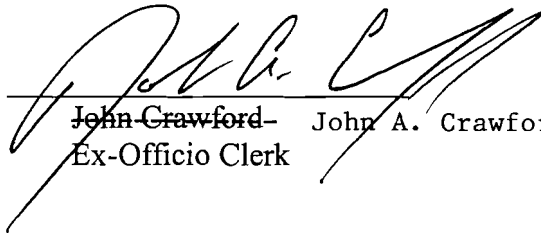
Ansley Acree, Chairman
Nassau County, Florida
Board of County Commissioners

BY:



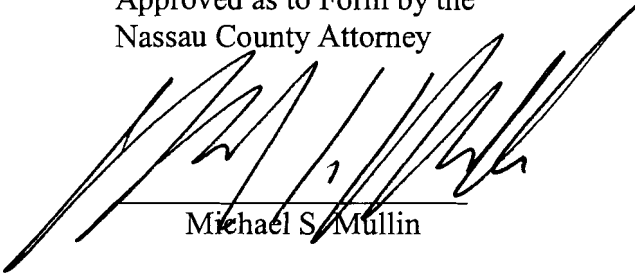
Brian D. Teeple, Executive Director
Northeast Florida Regional Council

ATTEST:



~~John Crawford~~ John A. Crawford
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney



Michael S. Mullin

ATTACHMENT A SCOPE OF WORK

The following services will be performed:

I. Baseline Planning:

The Nassau County COOP Plan shall be updated to include County government/administration components. The Nassau County Terrorism Annex shall be updated to include response procedures and checklists (ICS/NIMS based). An HLS-CAM assessment of County critical service facilities shall be conducted and include LE, Fire, EMS, EM, 911 and IT.

[Actual Cost: \$33,385.00]

II. Development of Local Exercises:

A multi-disciplinary tabletop exercise, testing the County COOP Plan, shall be developed and facilitated. An After Action Report for the tabletop exercise shall be prepared. A multi-disciplinary functional exercise, testing Nassau County's Unified Command System, shall be developed and facilitated. An After Action Report for the functional exercise shall be prepared.

[Actual Cost: \$9,195.00]

III. All Discipline Training

The training needs of County emergency management and emergency service personnel shall include training for ICS/Unified Command, terrorism preparedness and response and County Response Procedures for WMD incidents.

[Actual Cost: \$9,545.00]

IV. Emergency Operations Center (EOC) Enhancements

The County EOC will be enhanced to include an EOC Facility Access/Control System. This system shall include a software upgrade and hardware and associated supplies for personnel identification.

[Actual Cost: \$14,507]

WORK PRODUCTS AND CONTRACT PERIOD DELIVERABLES

I. BASELINE PLANNING FOR LOCAL AND REGIONAL EFFORTS

- 1) Expand the scope of the existing Nassau County Continuity of Operations Plan (COOP), utilizing DEM requirements, to include additional county agencies as identified by County Emergency Management.
- 2) Expand the scope of the existing Nassau County Terrorism Incident Response Annex, utilizing DEM requirements, to include the following plans:
 - a) National Incident Management System (NIMS),
 - b) National Response Plan (NRP),
 - c) Local Standard Operating Procedures and/or Standard Operating Guidelines.
- 3) Conduct a Homeland Security Comprehensive Assessment Model (HLS-CAM) Assessment to determine operational and security deficiencies at County Critical Service Facilities, to include the following agencies:
 - a) Sheriff's Office,
 - b) Fire & EMS Headquarters,
 - d) Emergency Operations Center (EOC), and
 - e) 911 Operations Headquarters.

DELIVERABLES & PAYMENT DISTRIBUTION - \$33,385:

1st Contract Period - Ending on March 31, 2005 - \$8,346

1. Facilitate meeting with designated agency representatives to provide orientation for planning process and goals.
2. Submit outlines of expanded COOP and Terrorism Annex to the County.
3. Submit Draft HLS-CAM assessment for Nassau County Emergency Operations Center to the County.

2nd Contract Period - Ending on June 30, 2005 - \$16,693

1. Submit draft plans of the COOP and Terrorism Annex are due to the County prior to June 15, 2005, including, a completed crosswalk.
2. Submit draft HLS-Cam assessments for additional critical facilities as identified in item 3 above.

3rd Contract period - Ending on September 20, 2005 - \$8,346

1. Submit final Continuity of Operations Plan with completed crosswalk.
2. Submit Final Terrorism Incident Response Annex with completed crosswalk.
3. Submit list of completed vulnerability assessments.
4. Submit copy of vulnerability reports.

II. DEVELOPMENT OF LOCAL EXERCISES

A. NASSAU COUNTY TABLETOP EXERCISE TO TEST THE NASSAU COUNTY COOP PLAN

- 1) This tabletop exercise will involve all key Critical Service Agency (CSA) personnel to allow them to practice the Nassau County COOP Plan. This exercise will test the organization of the CEMP, its task assignments and the liaison necessary among public safety officials. This exercise shall be completed before September 2005.
- 2) A project timeline will be established to provide for how and when the development of a COOP tabletop exercise shall be completed. This will include projected dates and goals for development.
- 3) An exercise committee will be formed, to be composed of representatives from County Critical Service Agencies, to plan and develop the tabletop exercise.
- 4) After the exercise committee has determined the scope and scenario of the exercise, staff members for the exercise will be recruited and trained for their respective exercise duties. Staff members shall consist of controllers, players/simulators and evaluators.
- 5) On a date to be determined by the exercise committee, the COOP tabletop exercise will be conducted at the Nassau County EOC. The exercise will follow the scenario developed by the exercise committee and will test the adequacy of the staff and resources of Critical Service Agencies to respond to a COOP event.
- 6) Immediately after the exercise has ended, controllers, players and evaluators will be given evaluation questionnaires to offer critiques and evaluations of the exercise and actions taken by exercise participants and exercise control team members.
- 7) At a date and time convenient to exercise participants, an after-action briefing will be held to discuss the results of the exercise. This will present the participants an opportunity to give verbal feedback and voice concerns about necessary improvements to County emergency management processes and procedures.
- 8) Following the after-action meeting, the exercise committee will convene to write a draft after-action report (AAR). The AAR will present an analysis of needed improvements in the County emergency management system, based on comments from exercise participants and the AAR. The draft AAR will be subject to review and discussion by the exercise committee and any additional exercise participants.

- 9) After review by the exercise committee, exercise staff and emergency management staff, a final AAR will be prepared and distributed to all interested and applicable Critical Service Agencies.

B. NASSAU COUNTY FUNCTIONAL EXERCISE TO TEST THE NASSAU COUNTY UNIFIED COMMAND SYSTEM

- 1) This functional exercise will involve all key Nassau County Unified Command agency personnel to allow them to practice the County emergency management system, as described in the county CEMP. This exercise will test Unified Command in Nassau County.
- 2) Council staff will coordinate with Nassau County Unified Command personnel to determine areas to assess, such as:
 - a) Direction and control of disaster management;
 - b) The decision-making process during a disaster.
 - c) Communication and information sharing among agencies.
 - d) Allocation by participating agencies of resources and manpower.
 - e) Overall adequacy of resources to meet the disaster situation.
 - f) Adequacy of current policies, plans and procedures in fulfilling the mission of the CEMP.
- 2) A project timeline will be established to provide for how and when the development of a countywide functional exercise shall be completed. This will include projected dates and goals for development.
- 3) An exercise committee will be formed, to be composed of representatives from County emergency management and public safety agencies, to plan and develop the functional exercise. Planning of the exercise shall, at a minimum:
 - a) Define the scope of the exercise; including agencies and personnel that will be involved, degree of realism, type(s) of hazard(s), geographical area, etc.
 - b) Develop a statement of purpose and objectives for the exercise.
 - c) Develop a narrative, sequence of events, messages and scenario for the exercise.
- 4) After the exercise committee has determined the scope and scenario of the exercise, staff members for the exercise will be recruited and trained for their respective exercise duties. Staff members shall consist of controllers, players/simulators and evaluators.
- 5) On a date and location(s) to be determined by the exercise committee, the County-functional exercise will be conducted. The exercise will follow the scenario

developed by the exercise committee and will test the adequacy of the staff and resources of the County to respond to a disaster.

- 6) Immediately after the exercise has ended, controllers, players and evaluators will be given evaluation questionnaires to offer critiques and evaluations of the exercise and actions taken by exercise participants and exercise control team members.
- 7) At a date and time convenient to exercise participants, an after-action briefing will be held to discuss the results of the exercise. This will present the participants an opportunity to give verbal feedback and voice concerns about necessary improvements to County emergency management processes and procedures.
- 8) Following the after-action meeting, the exercise committee will convene to write a draft after-action report (AAR). The AAR shall be HSEEP compliant. The AAR will present an analysis of needed improvements in the County emergency management system, based on comments from exercise participants and the AAR. The draft AAR will be subject to review and discussion by the exercise committee and any additional exercise participants.
- 9) After review by the exercise committee, exercise staff and emergency management staff, a final AAR will be prepared and distributed to all interested and applicable County agencies.

DELIVERABLES & PAYMENT DISTRIBUTION - \$9,195 (Tabletop and Functional Exercises)

1st Contract Period - Ending March 31, 2005 - \$2,299

1. Submit project timeline to the County, to include projected dates and goals.
2. Facilitate organization and meetings of exercise committee.
3. Work with County to provide necessary training to committee members.
4. Submit draft exercise plans, to include scope of the exercises; including agencies and personnel that will be involved, degree of realism, type(s) of hazard(s), geographical area, etc.; statements of purpose and objectives for the exercises; narratives, sequence of events, messages and scenarios for the exercises.

2nd Contract Period - Ending June 30, 2005 - \$4,597

1. Conduct COOP tabletop exercise.
2. Conduct Unified Command functional exercise.
3. In coordination with County staff, conduct After Action critiques and prepare after-action reports.

3rd Contract period - Ending September 20, 2005 - \$2,299

1. Submit final After Action Reports to County within 20 days following completion of tabletop and functional exercises.

III. ALL-DISCIPLINE TRAINING

- 1) Based on an examination of the current capabilities, training and operational assumptions of County agencies, an assessment will be made of the specific ODP-compliant training needs of the County's emergency management and emergency service personnel. This classification will include the following information:
 - a) Identification of County emergency management or service agencies that require or will benefit from training.
 - b) Training needs, in addition to or in substitution of training currently conducted, will be stated for each agency requiring such training.
 - c) Training courses currently available that will meet the specific needs and requirements of each particular agency will be identified.
 - d) Curriculum of training courses, as defined by agency mission statement and SOPs, as well as operating guidelines, will be presented.
 - e) Coordination, training schedule availability and options for agency training will be stated.
 - f) All training will meet approved standards and criteria of the State Homeland Security Grant Program.
- 2) Coordinate instructors, classes and schedules within the schedule availability of County personnel.
- 3) Conduct training of County emergency management and emergency service personnel on WMD, terrorism, Incident and Unified Command System, and other needed doctrines, while integrating local, regional, State and Federal government response and planning operating guidelines where they apply across County agencies fitting specific County needs. This will include:
 - a) Integration of National Incident Management System (NIMS), the National Response Plan (NRP), the Florida Incident Field Operations Guide (FOG) and the County Comprehensive Emergency Management Plan (CEMP) in awareness and response training.
 - b) Other identified training needs.
- 4) Conduct post-training evaluations of personnel to determine if previously identified training requirements and needs have been met.

DELIVERABLES & PAYMENT DISTRIBUTION - \$9,545

1st Contract Period – Ending March 31, 2005 - \$2,386

1. In coordination with County staff, conduct comprehensive assessment of training needs for critical service agencies.
2. Submit training plan to County.

2nd Contract Period – Ending June 30, 2005 - \$4,773

1. Initiate and conduct training.

3rd Contract period – Ending September 20, 2005 - \$2,386

1. Complete training.
2. Conduct post-training evaluations to assess level of completion.
3. Submit updated training roster to County.

IV. EMERGENCY OPERATIONS CENTER (EOC) ENHANCEMENT USING THE HOMELAND SECURITY COMPREHNSIVE ASSESSMENT MODEL (HLS-CAM)

- 1) In order to determine security and operational deficiencies at the County EOC, an HLS-CAM assessment shall be conducted of the facility. This assessment is to be performed by representatives trained by the RDSTF (See Planning Deliverables).
- 2) When the HLS-CAM assessment at the County EOC has been completed, Requests For Proposal (RFP) shall be issued and entertained for the following work to be completed:
 - a) Addition of a Facility Access Control System to the EOC. This shall include hardware and associated supplies and a software system for Personnel Identification.
- 3) After completion of enhancements to the EOC, a review shall be conducted to determine if the enhancements have met the operational and mission requirements of the EOC.

DELIVERABLES & PAYMENT DISTRIBUTION - \$14,507

1st Contract Period – Ending March 31, 2005 - \$3,627

1. In coordination with County, conduct HLS-CAM assessment of EOC to identify enhancement goals and objectives.
2. Issue RFP for identified equipment and/or supplies for personnel identification or physical security.

2nd Contract Period – Ending June 30, 2005 - \$7,253

1. Facilitate RFP process and initiate acquisition and installation of identified equipment.

3rd Contract period – Ending September 20, 2005 - \$3,627

1. Prepare and submit to the County a review to determine if the enhancements have met the operational and mission requirements of the EOC.
2. Submit to the County the vulnerability assessments for critical service facilities as described in Attachment A, Section I (page 7).