

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

This Agreement between Nassau County (The County) and the Northeast Florida Regional Council (NEFRC) entered into October, 21 2004, sets forth the specific work to be performed by the NEFRC to Maintain the Local Mitigation Strategy.

**ARTICLE I
SCOPE OF WORK**

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

The NEFRC 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 County.

The initial term of this agreement shall be for one year from the date of signing. The agreement shall automatically renew for a second year unless cancelled as described in Article V below.

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

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

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

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**ARTICLE III
COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS**

The base compensation for the Scope of Work described in this contract is \$7,500 annually.

Nassau County will pay compensation at the end of each contract period, based on completion of activities identified in the scope of work (Attachment A), the submission of all deliverable listed therein within the scheduled time frame, and a determination by County that the submittal has satisfactorily completed the pertinent activities and deliverables. At the end of the first contract period the NEFRC will be paid 25% of the total contract amount, 25% at the end of the second contract period, 50% at the end of the third contract period.

Each request for payment shall be initiated by the NEFRC upon transmittal of an acceptable financial invoice.

**ARTICLE IV
RECORDS**

The Northeast Florida Regional Council and its subcontractors shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of the Contract, and for a period of three (3) years from the date of final payment under this contract for inspection and/or audit by the County or other pertinent public agency. The NEFRC will turn over to Nassau County all relevant books, materials and/or equipment purchased with County funds under this agreement within 60 days of completion of the work tasks set forth herein.

**ARTICLE V
TERMINATION OF CONTRACT**

This agreement may be terminated by either party upon 30 days written notice should the other party fail to substantially perform in accordance with the terms of this contract through no fault of others. In the event of termination, due to the fault of others than the Northeast Florida Regional Council or its subcontractors, the NEFRC shall be paid for services performed to termination date, on a proportionate basis. Without waiving their rights to terminate this contract, the County may

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delay, withhold or adjust payments under this contract, or the NEFRC may delay or withhold its services, in an attempt by each party to give the other party an opportunity to fulfill its obligations or correct any violation of this contract.

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

**ARTICLE VI
CONTROLLING LAW**

This contract is to be governed by the laws of the State of Florida. The NEFRC will hold Nassau County harmless against all claims of whatever nature arising out of the NEFRC's performance of work under this Agreement.

**ARTICLE VII
LIABILITY**

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

**ARTICLE VIII
SUCCESSORS AND ASSIGNS**

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

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Director of Emergency Management and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Director of Emergency Management or their designee and a representative of the Consultant. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Director of Emergency Management or his/her designee, and the County Attorney and the County Administrator and the Director of Emergency Management or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

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

Purpose

The Northeast Florida Regional Council (NEFRC) shall maintain the Local Mitigation Strategy (the LMS) for Nassau County using the Department of Community Affairs= (DCA) publication *The Local Mitigation Strategy: A Guidebook for Florida Cities and Counties*, hereafter referred to as *The Guidebook@* as well as other applicable guidance. As part of the tasks under this contract, the NEFRC shall solicit municipal participation in this process.

Payment and Deliverables Schedule

Nassau 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 below within the scheduled time frame, and a determination by the County that the submittal has satisfactorily completed the pertinent activities and deliverables. All deliverables will be submitted in a typewritten and bound format. The final deliverable shall be an updated Local Mitigation Strategy document. All submissions to the County shall be addressed to the Contract Manager. The NEFRC shall provide two (2) copies of all deliverables to Nassau County and one to each municipality in the County.

The fee for maintaining the Local Mitigation Strategy program under this agreement is a fixed fee of \$7,500.

Work Tasks

All deliverables identified below will be provided by the NEFRC to Nassau County within the time frames identified.

Following a declared disaster within the County review after action and follow-up reports for potential Mitigation projects and include them in the LMS project list.

I. 1st Contract Period – First 90 days

Reestablish a Working Group to oversee the maintenance of the local mitigation strategy, and designate a contact person for this group. The Working Group shall include local government representatives, citizens, and adjacent community representatives, representing a broad range of interests, organizations and agencies. The NEFRC will establish a regular meeting schedule for the Working Group, providing, for three meetings annually.

- A. The NEFRC shall provide the Nassau County with the following deliverables:
1. A listing of Working Group members, identifying the name and affiliation of each Member, and identifying the Working Group contact;
 2. A schedule of Working Group meeting dates;
 3. Minutes from all Working Group meetings held during this period (a minimum of one).
 4. An evaluation of existing LMS Guiding Principles, policies, ordinances and programs, including a review of current LMS projects.

II. 2nd Contract Period 90 – 270 days.

Complete with the Working group a review of the LMS and all projects currently listed. Incorporate into the LMS new projects accepted by the Working Group and assist the Working Group in scoring them.

- A. A review of the mitigation goals and objectives that serve to guide and coordinate the Comprehensive strategy.
- B. A review of how existing policies, ordinances and programs could be strengthened to Achieve the mitigation goals and objectives of the community.
- C. Review for updating the hazard identification and vulnerability assessment.
- D. Complete the hazard identification and vulnerability assessment review and update.
- E. Gather and review for incorporation other LMS data.
 1. Review municipal and County critical facilities inventory list.
 2. Update Repetitive loss data for structures within the County's jurisdiction.
 3. Update Hazardous materials sites information within the County's jurisdiction.
- F. Incorporate all new projects to be added to the list. The list shall include potential program, project, and policy initiatives at the county and municipal levels that have the potential to reduce losses of life and property from natural disaster events including but not limited to:
 1. Initiatives to reduce vulnerability.
 2. Studies (including engineering studies) to identify cost beneficial mitigation activities.
 3. Existing mitigation initiatives identified by local government plans for future funding

consideration.

4. Recommended program and policy actions and revision to further promote effective hazard mitigation.

G. Minutes from all Working Group meetings held during this period (a minimum of one).

1. Submit Draft revised Local Mitigation Strategy.

III. 3rd Contract Period 270-365 days:

A. Before the end of the Quarter the NEFRC shall submit the Working Group meeting minutes recommending adoption of the final Draft of the updated LMS to the Board of County Commissioners for consideration.

B. Before the end of the Quarter the NEFRC shall submit the Working Group meeting minutes recommending adoption of the final Draft of the updated LMS to each municipal council for consideration.

C. Once each elected body has reviewed the LMS the NEFRC will provide completed copies of the document. One bound and one unbound original to the County, and one copy to each municipality.

Agenda Request For: November 10, 2004

Department: Emergency Management

Background: In October 2002, the Northeast Florida Regional Council (NEFRC) entered into an agreement with Nassau County to facilitate the maintenance of the County's Local Mitigation Strategy (LMS). Since then, the NEFRC has assisted the County in updating the LMS to meet the compliance criteria of the Disaster Mitigation Act of 2000. The current contract between the NEFRC and Nassau County expires on 21 October 2004. Due to the magnitude and significance of the project, Emergency Management requests approval to renew the contract with the NEFRC, who is familiar with State compliance criteria, and experienced in working with local governments in maintaining their plans.

The proposed agreement between Nassau County and the Northeast Florida Regional Council for maintenance of the Local Mitigation Strategy is attached.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

The initial term of this agreement is for one year with automatic renewal for a second year, unless cancellation is requested. The contract amount for \$7,500 is included in the FY 04-05 budget.

Action requested and recommendation:

Emergency Management requests approval of the contract with NEFRC to maintain the Nassau County Local Mitigation Strategy.

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

Funding Source: EMPA Base Grant – Acct. # 01253525

Reviewed by:

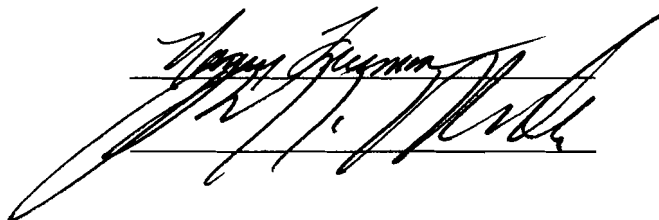
Department Head

Legal

Finance

Chairman

Grants



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COUNTY CLERK
NASSAU COUNTY

Revised 03/04

APPROVED

DATE 11-10-04 *JKB*

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Funding Source: EMPA Base Grant – Acct. # 01253525 - 531000

Cathy King
10/13/04

Reviewed by:

Department Head

Mary Freeman

Legal

Finance

Chairman

Grants

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Department Head



Legal

Finance

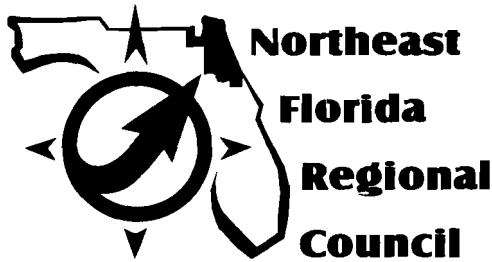
Chairman



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COMMUNICATIONS CENTER



Bringing Communities Together

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

September 21, 2004

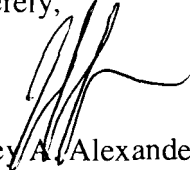
Ms. Nancy Freeman
C/o Mr. Ben Spillers
Nassau County Emergency Management Department
96135 Nassau Place, Suite 2
Yulee, FL 32097

Dear Ms. Freeman 

I have attached three copies of the contract for execution, between the County and the Northeast Florida Regional Council, for continued maintenance of the Nassau County Local Mitigation Strategy. The meeting schedule will continue regularly, with meetings held approximately every 90 days. Please execute the contracts and return them for final signatures. As soon as possible please review last cycles list of task force members and advise us of any changes or additional parties which need to be invited.

The staff of the NEFRC looks forward to working with the County on this important project. If you have any questions regarding the process, please feel free to contact me at (904) 279-0880.

Sincerely,


Jeffrey A. Alexander
Director of Planning Programs
Northeast Florida Regional Council