

**AGREEMENT BETWEEN
NORTHEAST FLORIDA REGIONAL COUNCIL
AND
NASSAU COUNTY
FOR
THE PROVISION OF MANAGEMENT FOR THE COUNTY'S SMALL
QUANTITIES GENERATOR (SQG) PROGRAM**

This Agreement between the Northeast Florida Regional Council and Nassau County entered into this 10 day of January, 2007, sets forth the specific work to be performed by the Council to manage and implement the County's Small Quantities Generator (SQG) program, pursuant to Florida Statute Section 403.7225(3).

This is a contract between the County and the Council. The intent is for the Council to complete the Scope of Work required annually under the State SQG program. This contract is intended to implement the program primarily funded by a grant the Council shall receive from the State of Florida. This contract shall begin upon signing and shall continue for the five(5) years the State Grant is in effect, ending when grant close-out is complete.

**ARTICLE I
SCOPE OF WORK**

The purpose of this contract is to provide program management and implementation for the Nassau County SQG program and to bring the County into compliance with State program requirements.

The Council will perform the following services:

1. Complete program management, annual reports, and records maintenance.
2. Conduct site visits for up to 20% of SQG registered facilities.
3. Conduct a minimum of 1 workshop annually, on SQG compliance requirements.
4. Notify the County of Code, Ordinance or Resolution changes required as a result of State laws, and to also provide management suggestions needed to improve the SQG process.
5. Provide the County with a listing of Small Quantity Hazardous Waste Generators, recommending a local hazardous waste assessment amount in compliance with Florida Statutes Sections 403.7225(11) and (12), Nassau County Ordinance 96-19, and Nassau County Resolution 2002-183.

The Council will complete the annual verification of hazardous waste management practices for 20 percent of the County's potential small quantity generators as is required by Sections 403.7234 and 403.7236, Florida Statutes. The verifications will be made by on-site visits to the potential generator's place of business if possible. The required information will be entered into the Florida Department of Environmental Protection on-line database as required.

The County will make available to the Council sufficient amounts of County stationery to cover the number of active facilities contained in the database which are located within the County that need to be notified of their responsibilities under the state law. The Council will assist the County in sending out the required notification letters.

ARTICLE II CHANGES OR AMENDMENTS TO THE SCOPE OF WORK

Either party may request changes in the Scope of Work to be performed under this contract. 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, only in the form of duly signed written amendments to this contract, agreed to and signed by both parties.

The provisions of this contract may be modified through a duly signed written amendment, agreed to and signed by both parties.

ARTICLE III COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS

The base compensation for this Scope of Work will be the grant to be received from the State of Florida for the purposes of implementing an SQG program in Nassau County. Program start-up costs in the amount of \$2,500, for the first period of this Agreement, which shall begin upon execution of this Agreement and shall end on June 4, 2007, will be provided for by the County. The County will provide the Council funding in the amount of \$5,000 annually after this initial period, to maintain the program.

The County will pay approved compensation, based on completion of activities identified in the Scope of Work) in this Agreement and in Attachment A1- Grant Work Plan, and submittal of an invoice that is accompanied by adequate supporting documentation and inspected and approved by the County.

The Council will be paid upon satisfactory completion of work in the Scope of Work per

reporting period, dependent on acceptance by the State.

The Council shall initiate each request for payment; Upon transmittal of an acceptable financial invoice, the County will process payments. The County will pay invoices within forty-five (45) days of receipt of the Council's invoice, as per the Florida Prompt Payment Act, Florida Statute Section 218.70.

ARTICLE IV 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 three (3) years from the date of final payment under this contract for inspection and/or audit by the County or other pertinent public agency.

ARTICLE V INDEPENDENT CONTRACTOR RELATIONSHIP

A. The Council is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Council's sole direction, supervision and control.

B. The Council shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects the Council's relationship and the relationship of its employees to the County, shall be that of an Independent Contractor and not as employees or agents of the County. The Council does not have the power or authority to bind the County in any promise, Agreement, or representation other than specifically provided for in this Agreement.

ARTICLE VI 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 County, 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, the Council may delay or withhold its services, in an attempt 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 Council reserves the right to complete 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. 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 Council, be charged. 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.

Appropriations necessary for the funding of this Agreement shall be adopted annually by the County during the regular budget process. Non-appropriation by the County will cause this Agreement to terminate.

ARTICLE VII CONTROLLING LAW

This contract is to be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Nassau County.

The County understands that this agreement authorizes the Council to implement a program funded by a grant from the State and as such the Council is bound by all applicable state and federal laws and regulations, and contract provisions, and the Council shall hold the County harmless against all claims of whatever nature arising out of the Council's performance of work under this Agreement with County, to the extent allowed by law.

ARTICLE VIII LIABILITY

The Council shall indemnify and hold the County harmless, and its Officers and employees, consistent against all claims of whatever nature arising out of the Council's performance of work under this Agreement, including but not limited to, reasonable attorney's fees.

ARTICLE IX DISPUTES

Any dispute arising under this Agreement shall be addressed by the representatives of the County and the Council as set forth herein. Disputes shall be set forth in writing to the County Administrator, 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 any additional representative(s) he/she deems necessary and the Council's representative(s). If the

dispute is not settled at that level, the County Attorney shall be notified in writing by the County Administrator or his/her designee, and the County Attorney, County Administrator and his/her designee shall meet with the Council's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator or his/her designee. If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement rising 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 cost of mediation shall be borne by the Council. 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 Council. The Council 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.

ARTICLE X SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such item(s) or provision(s), to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE XI 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.

The County recognizes that the Council will be acting as an agent of the County during performance of this contract, and as such authorizes the Council to do so. This includes seeking the grant to fund this agreement from the State of Florida, to implement the provision of that grant and of the SQG program under State guidelines.

ARTICLE XII NOTICE

All notices required in this Agreement shall be sent via certified mail, return receipt

requested, and, if sent to the County shall be mailed to:

Nassau County Board of County Commissioners
Lee Pickett, Interim Solid Waste Director
96160 Nassau Place
Yulee, FL 32097

For Invoices:

Nassau County Board of County Commissioners
Lee Pickett, Interim Solid Waste Director
96160 Nassau Place
Yulee, FL 32097

And, if sent to The Council, shall be mailed to:

Brian Teeple, Executive Director
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, FL 32216

CONTRACT SIGNATURES AND DATE

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

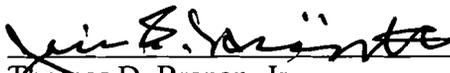
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written below.

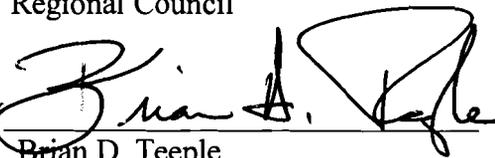
FOR THE COUNTY:

FOR THE COUNCIL:

Board of County Commissioners
Nassau County

Northeast Florida
Regional Council

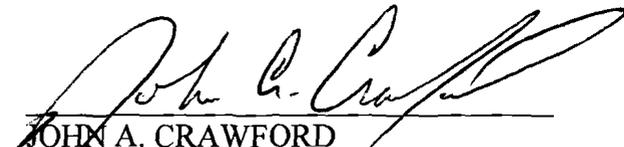
BY: 
Thomas D. Branan, Jr.
Its. Chairman, Jim B. Higginbotham

BY: 
Brian D. Teeple
Executive Director

1-10-07
Date

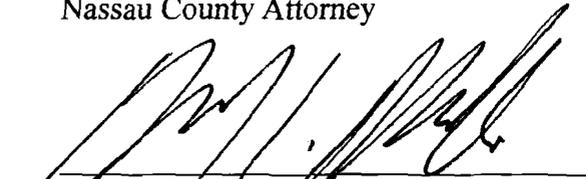
12/29/06
Date

ATTEST:



JOHN A. CRAWFORD
Its. Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

ATTACHMENT A1 SCOPE OF SERVICES

This Scope of Service shall cover the 1st period of service beginning upon execution of this Agreement and ending June 4, 2007. The final invoice shall be submitted no later than June 15, 2007.

1. The Grantee agrees to conduct the small quantity generator assessment, notification and verification program to identify hazardous waste related problems within its jurisdictional boundaries. Local hazardous waste management assessments shall be renewed every five (5) years. The assessment rolls shall be brought up to date annually during the five year interval by including the applicable names from Department sources, occupational licenses, building permits, and from not less than one complete survey of the business pages of the Grantee's local county telephone systems. During the first period of service, all potential small quantity generators identified on the assessment roll shall be notified. Each year thereafter, identify all known and potential businesses on July 1 and notify only newly identified businesses not previously notified. Annually, the Grantee shall verify the management practices of at least twenty (20) percent of its small quantity generators through on-site visits.
2. The Grantee agrees to comply with the requirements of the Small Quantity Generator Assessment, Notification and Verification Program as specified in the document entitled "Guidelines to Conduct the County Small Quantity Generator Assessment, Notification and Verification Program, February, 1994."
3. The Grantee is responsible for ensuring the completion of reimbursable activities performed under this Scope of Services no later than June 4, 2007. The Grantee shall submit a final request for reimbursement for authorized expenditures no later than June 15, 2007. Maximum compensation for performance of this Scope of Services shall not exceed \$6,000.00. This Agreement shall be amended to provide for additional scopes of services for each additional period of service under the Agreement, based upon the submission to, and approval by, the Department of the additional scope of services and corresponding budget.
4. The Grantee will assist Baker County in developing a dedicated funding mechanism to support the Small Quantity Generator Program.

The contract will be renewed, if necessary. The Grantee is not to expend more than six-thousand dollars (\$6,000) per year for the Baker County or six-thousand (\$6,000) dollars per year for the Nassau County Small Quantity Generator Program as funded by this agreement.

5. The Grantee will assist Nassau County in developing a strategy to increase fee collection to support the Small Quantity Generator Program.

REPORTS

Reports shall be provided to the Department pursuant to paragraph 10 of the Agreement.

PROGRAM ELEMENTS

The following program elements are described to support the proposed expenditure of Agreement funds for the first period of service:

SQG Assessment, Notification and Verification Program

- The primary purpose of the funds provided under this Agreement shall be to cover costs incurred to conduct the Small Quantity Generator (SQG) Assessment, Notification and Verification program in accordance with Sections 403.7225, 403.7265(9), 403.7234 and 403.7236 Florida Statutes (F.S.);

Sections 62-731.050 and 62-731.060, Florida Administrative Code (F.A.C.); for Baker and Nassau County.

Public Awareness and Education and Compliance Assistance

- Present one (1) SQG seminar in Baker County and one (1) SQG seminar in Nassau County for the regulated community. This seminar will address generator responsibilities under the hazardous waste laws and explain how inspections will be conducted within the County.

Office Supplies

- Office supplies are necessary to carry out the daily responsibilities of the Assessment, Notification and Verification Program including organizing and maintaining records and communicating with the Florida Department of Environmental Protection and the County business community.

Estimated Budget- Fourth Period of Service

Baker, Nassau Counties -- 2006/2007 Estimated Budget

I.	SQG Assessment, Notification and Verification Program including travel	\$5,000.00
II.	Compliance Assistance Workshop	\$500.00
III.	Operating Expenses, including postage and photocopies	\$500.00
	TOTAL	\$6,000.00

ALLOCATION OF COUNTY PROGRAM COSTS

Allocation of County Program Cost Estimates

Cumulative Allocation of County Program Cost Estimates			
COUNTY	CONTRACT PERIOD		
	1		TOTAL
	Core Program, travel	Education, Training, Operating	
BAKER	2500	500	3000
NASSAU	2500	500	3000
TOTAL	5000	1000	6000

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RESOLUTION NO. 2007 - 28

A RESOLUTION PROVIDING FOR THE MANAGEMENT OF THE NASSAU COUNTY SMALL QUANTITY GENERATOR PROGRAM BY THE NORTHEAST FLORIDA REGIONAL COUNCIL; AND THE COMMITMENT TO CONTINUE THE NASSAU COUNTY SMALL QUANTITY GENERATOR PROGRAM BEYOND THE START-UP FUNDING PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION;

WHEREAS, the Nassau County Board of County Commissioners (hereinafter "the County") is required pursuant to Florida Statutes, Sections 403.7225, 403.7234 and 403.7236 and Florida Administrative Code Chapter 62-731 to conduct a hazardous waste management assessment to identify hazardous waste generated by small quantity generators in the County and to conduct a Small Quantity Generator Notification and Verification Program (hereinafter "SQG" program); and

WHEREAS, Nassau County Ordinance 96-19, established the Small Quantity Generator (SQG) Assessment Notification and Verification program in Nassau County; and

WHEREAS, County Staff no longer has the ability, due to downsizing, to keep the SQG program properly maintained; and

WHEREAS, in accordance with Florida Statutes Section 403.7225(3), Nassau County has entered into an agreement with the Northeast Florida Regional Council (hereinafter "the Council") to implement and provide the management of Nassau County's SQG program; and

WHEREAS, the Council has applied for a grant from the Florida Department of Environmental Protection to provide financial assistance for five (5) years for the Council's implementation and management of the SQG program in Nassau County; and

WHEREAS, the County recognizes the importance of this project in identifying the amount, type, sources and

management of hazardous waste generated by small quantity generators in Nassau County and by doing so, protecting the public health, safety, and welfare and the environment; and

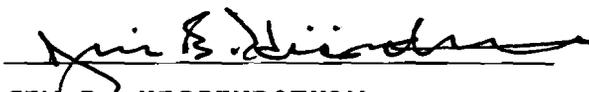
WHEREAS, the information from the SQG program is utilized to prepare emergency plans to assist First Responders and to mitigate potential harm from hazardous materials incidents; and

WHEREAS, there are penalties to the County for not maintaining the program; and

NOW, THEREFORE, BE IT RESOLVED this 10th day of January, 2007, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Nassau County's Small Quantity Generator (SQG) Program established by Nassau County Ordinance 96-19; and
2. The Northeast Florida Regional Council will now manage this program for Nassau County; and
3. Nassau County is committed to continuing the Small Quantity Generator (SQG) Program in the years following the Start-Up funding provided by the Florida Department of Environmental Protection Grant.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

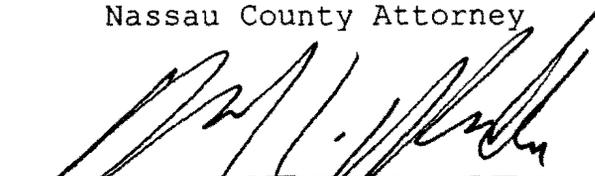

JIM B. HIGGINBOTHAM
Its: Chairman

Attest as to Chairman's
Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN