

AGREEMENT FOR THE POSITIONING OF
AIR MONITORING EQUIPMENT AT
NASSAU COUNTY ADMINISTRATIVE BUILDING

This agreement entered into by the DEPARTMENT OF ENVIRONMENTAL PROTECTION, herein after referred to as the DEP; and Nassau County, herein after referred to as the COUNTY.

WITNESSETH:

WHEREAS, certain monitoring activities mandated under the Clean Air Act (42 USC 7401 et seq.) and Title 40 Code of Federal Regulations (CFR) have been agreed upon between the United States Environmental Protection Agency and DEP; and,

WHEREAS, Section 403.021(3), Florida Statutes (F.S.), declares that the public policy of the State of Florida is to achieve and maintain such levels of air quality as will protect human health and safety; and,

WHEREAS, Section 403.061(12)(a), F.S., empowers DEP to cause field studies to be made and samples to be taken of the air as to determine the levels of air quality of the State; and,

WHEREAS, the installation of a particulate monitoring site at COUNTY Administrative Building property located at the north end of Nassau Place Road, Nassau County, Florida will further the intent and purpose of Chapter 403, F.S., the Clean Air Act and 40 CFR part 58

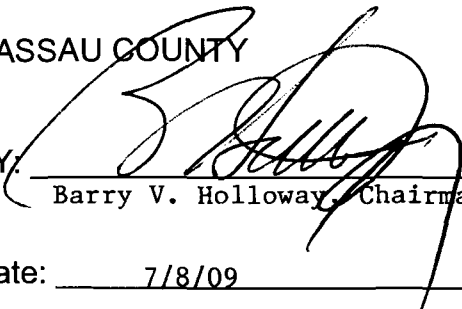
NOW, THEREFORE, the parties do mutually agree as follows:

1. That permission is hereby granted to DEP to position a monitoring site, with utility connections, for monitoring on COUNTY Administrative Building property located at the north end of Nassau Place Road, Nassau County, Florida. The monitoring site will be located on COUNTY property in a mutually agreeable location for the COUNTY and DEP.
2. That, pursuant to Section 768.2B, F.S., the State of Florida has made a limited waiver of sovereign immunity for liability in tort actions, as described therein; for itself and for its agencies or subdivisions, which includes the DEP. The parties hereto acknowledge that the DEP is self-insured for such damages, as evidenced by Certificate of Insurance attached hereto as Exhibit 1.

3. That DEP will promptly, within ninety (90) days upon COUNTY written request, cause the DEP's equipment to be removed from the COUNTY Administrative Building premises and the premises be completely restored.
4. That the DEP will waive all claims against the COUNTY as to any property damage whatsoever caused by the COUNTY in the operation of their business on the subject property that may occur to the DEP's monitoring device placed on COUNTY Administrative Building premises.
5. This executed Agreement acts as settlement in-kind for all matters previously identified in Warning Letter No. WL09-005-AP45-NED.
6. IN WITNESS THEREOF, the parties hereto have caused these present to be executed the day and year first written above:

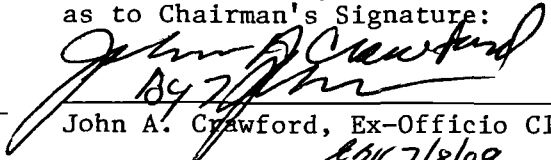
NASSAU COUNTY

BY: _____


Barry V. Holloway, Chairman

Date: 7/8/09

Attestation: Only to Authenticity
as to Chairman's Signature:


By John A. Crawford
John A. Crawford, Ex-Officio Clerk

7/8/09
Approved as to form by the
Nassau County Attorney:


David A. Hallman

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: _____


Gregory J. Strong
District Director

Date: 7/20/2009