

RESOLUTION 92-33

WHEREAS the General Fund has carried forward cash from 1990/91 to 91/92 that was a Department of Community Affairs grant H0006, Contract Number 91EP-72-04-55-22-045 to be used to update Nassau County's Hazardous Materials Emergency Plan.

WHEREAS these revenues were not anticipated in the 1991/92 budget for the General Fund.

BE IT THEREFORE resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the 18th day of November, 1991, the following budget amendment pursuant to Florida Statutes Chapter 129.06(2)(d) be adopted:

REVENUE

001-399-999-901 Balance Fwd - Cash - Regular \$1,878.00

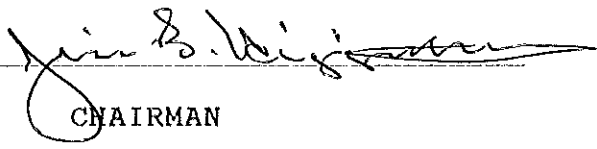
APROPRIATION

001-121-52-102 Misc Supplies - Hazardous Materials \$1,878.00

ADOPTED this 18th day of November, 1991.

ATTEST:

J. Johnson by  
Jonna Cason D.P.

  
CHAIRMAN

EX-OFFICIO CLERK

97-33

STATE OF FLORIDA  
OFFICE OF COMPTROLLER  
REMITTANCE ADVICE

4-13 489 665

THIS IS NOT A PAYMENT DEVICE

SAMAS ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
52-202353001-52600000-00-03000000	520000	00	D2000068802	1399	08/29/91	0445247

PAYMENT AMOUNT \$ 1,877.75
-------------------------------

DO NOT CASH
AGENCY DOCUMENT NO VGC0475

NASSAU COUNTY BCC  
PO BOX 1010  
FERNANDINA BCH FL 32034

B-A  
9/1/92

INVOICE NUMBER	AMOUNT
1	\$ 1,877.75

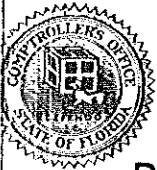
B-A

001-334-200-101  
001-121-52-102

22 11 16 89

FINANCE DEPT.

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT



SAMAS ACCOUNT CODE	DOCUMENT NO.	OBJECT	DATE	WARRANT NO	63-69
52-202353001-52600000-00-03000000	D2000068802	1399	08/29/91	0445247	630

STATE OF FLORIDA  
OFFICE OF COMPTROLLER

4-13 489 665

VOID AFTER 12 MONTHS

AMOUNT

\*\*\*\*\*1,877.75

PAY

ONE-THOUSAND-EIGHT-HUNDRED-SEVENTY-SEVEN & 75/100 DOLLARS

EXPENSE WARRANT

TO: TREASURER OF FLORIDA  
TALLAHASSEE

TO THE ORDER OF:

VENDOR ID NUMBER

NASSAU COUNTY BCC  
PO BOX 1010  
FERNANDINA BCH FL 32034

*Ronald Gentry*  
COMPTROLLER OF FLORIDA

Check here for initial payment   
Payment Number: 1

**DEPARTMENT OF COMMUNITY AFFAIRS**  
**REQUEST FOR PAYMENT**

PLEASE TYPE

Originating Division: Emergency Management

Make Warrant Payable to: Nassau County  
(Same as Contract Name)

Mailing Address: 11 North 14 Street, Box 12  
Fernandina Beach, FL 32034-0494

*Hazard Pymt*

Contract No: 91EP-72-04-55-22-045 Amount of this Warrant \$ 1,877.75  
(15-Digit DCA Number) (Same as Backup Documentation)

TR 70 ENC # EP34588 LINE # 0001

\*\*ORG LEVEL 526008 \*\*EO 72 OBJ CODE 139903

FINAL PAYMENT INDICATOR F \*LEAVE  
BLANK IF PARTIAL; INSERT "F" IF FINAL PYMNT.

CF C DESCRIPTION Final Payment

AMOUNT \$ 1,877.75

\*\*VENDOR NO. VF59-1863042009

VOUCHER NO. GC0475 LINE NO. 0001

BEN. OBJ.                      BEN. CAT.                     

\*\*GRANT NO. H0006 CONTRACT NO. delete

\*\*FID 2-353001-03110 BY KLP DATE 8/31  
(Fund Number and Category)

FOR CONSULTANT CONTRACTS ONLY:  
Date Invoice Received: 8-16-91 ANK  
Date Goods/Services Rec'd: 8-16-91 ANK  
Date Goods/Services Insp.: 8-16-91 ANK

TRANS DATE 00/00/00

DATE: 8.19.91 APPROVED: [Signature]

Instructions:  
(1) Retain goldenrod copy of this form for your files.  
(2) Submit all other copies of this form to Office of Finance and Accounting, together with an original and 3 copies of all backup documents.

SEARCHED INDEXED  
SERIALIZED FILED  
AUG 21 1991  
FBI - JACKSONVILLE

August 19, 1991

M E M O R A N D U M

TO: Ted Keith  
FROM: Shirley Collins *SC*  
SUBJECT: Contract Number 91EP-72-04-55-22-045

Nassau County has submitted acceptable documentation which meets the requirements for the final payment under the above referenced contract.

I recommend the payment of \$1,877.75 be made as specified in Exhibit B of the contract agreement.

ER:be

Check here for initial payment   
Payment Number: 1

### DEPARTMENT OF COMMUNITY AFFAIRS REQUEST FOR PAYMENT

**PLEASE TYPE**

Originating Division: Emergency Management

Make Warrant Payable to: Nassau County  
(Same as Contract Name)

Mailing Address: 11 North 11 Street, Box 12  
Fernandina Beach, FL 32031-0191

*Approved Pymt*

Contract No: 91EP-72-04-55-22-015 Amount of this Warrant \$ 1,877.75  
(15-Digit DCA Number) (Same as Backup Documentation)

R 76 ENC # 1134588 LINE # 0001  
ORG LEVEL 526008 \*\*EO 73 OBJ CODE 139703  
FINAL PAYMENT INDICATOR F \*LEAVE  
BLANK IF PARTIAL; INSERT "F" IF FINAL PYMNT.

FOR CONSULTANT CONTRACTS ONLY:  
Date Invoice Received: 8-16-91 ANK  
Date Goods/Services Rec'd: 8-16-91 ANK  
Date Goods/Services Insp.: 8-16-91 ANK

DESCRIPTION Final Payment  
AMOUNT \$ 1,877.75

VENDOR NO. VE59-1863012009

OUCHER NO. 600475 LINE NO. 0001

TRANS DATE 00/00/00

IN. OBJ.                      BEN. CAT.                     

WARRANT NO. H0006 CONTRACT NO. delete

ID 2-353001-02000 BY AK DATE 9/91  
(Fund Number and Category)

TE: 8.19.91 APPROVED [Signature]

Instructions: ANK [Stamp]

Retain goldenrod copy of this form for your files.  
Submit all other copies of this form to Office of Finance and Accounting, together with an original and 3 copies of all backup documents.  
Submit the approved routing sheet and required attachments as per DCA Instructions.  
Items marked by \*\* provided by the Program Office.

STATE OF FLORIDA  
OFFICE OF COMPTROLLER  
REMITTANCE ADVICE

4-13 489 665

THIS IS NOT A PAYMENT DEVICE

SAMAS ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
52-202353001-52600000-00-03000000	520000	00	D2000068802	1399	08/29/91	0445247

PAYMENT AMOUNT  
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DO NOT CASH

AGENCY DOCUMENT NO  
VGC0475

NASSAU COUNTY BCC  
PO BOX 1010  
FERNANDINA BCH FL 32034

INVOICE NUMBER	AMOUNT
1	\$ 1,877.75

27 31 16 23

FINANCIAL SERVICES

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

SAMAS ACCOUNT CODE	DOCUMENT NO.	OBJECT	DATE	WARRANT NO	63-69
52-202353001-52600000-00-03000000	D2000068802	1399	08/29/91	0445247	630

STATE OF FLORIDA  
OFFICE OF COMPTROLLER

VOID AFTER 12 MONTHS  
4-13 489 665

AMOUNT

\$\*\*\*\*\*1,877.75

PAY

THOUSAND-EIGHT-HUNDRED-SEVENTY-SEVEN & 75/100 DOLLARS

TO THE ORDER OF:

NASSAU COUNTY BCC  
PO BOX 1010  
FERNANDINA BCH FL 32034

VENDOR ID NUMBER

EXPENSE WARRANT

TO: TREASURER OF FLORIDA  
TALLAHASSEE

*Gerald Lewis*

COMPTROLLER OF FLORIDA

August 19, 1991

MEMORANDUM

TO: Ted Keith  
FROM: Shirley Collins *SC*  
SUBJECT: Contract Number 91EP-72-04-55-22-045

Nassau County has submitted acceptable documentation which meets the requirements for the final payment under the above referenced contract.

I recommend the payment of \$1,877.75 be made as specified in Exhibit B of the contract agreement.

ER:be



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

BOB MARTINEZ  
Governor

THOMAS G. PELHAM  
Secretary

September 19, 1990

The Honorable Jimmy L. Higginbotham  
Chairman, Nassau County Board  
of Commissioners  
Post Office Box 1010  
Fernandina Beach, Florida 32034

Dear Mr. Higginbotham:

Thank you for signifying your county's commitment to emergency planning by accepting the allocated hazardous materials planning funds. Enclosed is an original executed copy of the contract agreement between the Department of Community Affairs and Nassau County for the provision of funds to update your Hazardous Materials Emergency Plan.

In accordance with the terms of this fixed fee, performance-based agreement, the county will receive \$1,877.75 in conjunction with the schedule of deliverables in Exhibit B of the contract.

If you have any questions regarding the contract agreement, please call Wendy Bishop at (904) 488-1472.

Sincerely,

A handwritten signature in cursive script that reads "Gordon L. Guthrie".

Gordon L. Guthrie  
Director

GLG:wbe

Enclosure



AGREEMENT  
BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
AND

Nassau County

\_\_\_\_\_  
(NAME OF COUNTY)

This Agreement is entered into by and between the State of Florida, Department of Community Affairs, hereinafter referred to as the "Department" and Nassau County, hereinafter referred to as the "County."

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

WHEREAS, the Department 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 1989-90 Legislature authorized funding to support county hazardous materials emergency planning through the Department.

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

ARTICLE I.  
SCOPE OF WORK

A. The County 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 Exhibit A.

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

ARTICLE II.  
COMPENSATION AND FINANCIAL REPORTING REQUIREMENTS

A. This is a fixed fee agreement for up to \$1,877.75 as set forth in the Schedule of Deliverables and Payment attached hereto and incorporated by this reference as Exhibit B.

B. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Provision of funding under this Agreement shall not be construed as a guarantee of future or subsequent funding under this or any other program administered by the Department.

C. The Department shall immediately notify the County by certified mail, return receipt requested, if any reduction or adjustment is imposed upon State appropriations that will affect the funding of this Agreement. Parties shall then revise the Agreement accordingly using the procedure set forth in Article VI below.

D. Travel expenses, if any, are to be paid in accordance with Section 112.061, F.S.

ARTICLE III.  
AUDITS AND RECORDKEEPING

The County 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 Department 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, F.S., and made or received by the County in conjunction with this Agreement. It is expressly understood that the County's refusal to comply with this provision shall be grounds for unilateral termination of this Agreement by the Department.

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.

D. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

#### ARTICLE IV.

##### PROGRAM PERFORMANCE REPORTING REQUIREMENTS AND MONITORING

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

B. The County shall submit program performance reports on the schedule set forth in Exhibit B. The program performance reports shall briefly highlight significant accomplishments and activities for the work in Exhibit A and indicate any problems or concerns.

#### ARTICLE V.

##### TERM OF THIS AGREEMENT

This Agreement shall begin on the last date of signing and shall end on June 30, 1991.

#### ARTICLE VI.

##### MODIFICATION

Modifications to this Agreement, including requests for extension of deadlines, may be proposed in writing by either party and shall become effective upon written approval of both parties.

#### ARTICLE VII.

##### SUBCONTRACTS

A. If the County subcontracts any of the work required under this Agreement, the County agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Department.

B. The County agrees to include in the subcontract that the subcontractor shall hold the County and the Department harmless against all claims of whatever nature by the subcontractor arising out of the performance of work under the subcontract.

ARTICLE VIII.  
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 DEPARTMENT:  
STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

Jimmy L. Higginbotham, Chairman  
Name/Title

BY:

Gordon L. Guthrie  
Authorized Department Official

By:

Jimmy L. Higginbotham  
Authorized County Official

Gordon L. Guthrie  
Division Director  
Name/Title

August 28, 1990

Date

9-12-90  
Date

59-186-3042

Federal Employer ID Number

ATTACHMENT A

SCOPE OF WORK FOR

HAZARDOUS MATERIALS EMERGENCY PLANNING ASSISTANCE

PURPOSE

Development of a Hazardous Materials Emergency Plan that will comply with the requirements of the Department's Hazardous Materials Emergency Plan Compliance Criteria. The primary guidance documents are the "Hazardous Materials Emergency Planning Guide" (NRT-1) and "Technical Guidance for Hazards Analysis." All plan development shall be consistent with the provisions of these documents.

DESCRIPTION OF WORK

Activities to be carried out at a minimum are as follows:

TASK 1: Plan Development

- (1) Identification of facilities within the county, which have reported to the State Emergency Response Commission, that use, produce, store, or have present on-site those specific extremely hazardous substances (EHSs) designated by the Environmental Protection Agency (EPA) in quantities at or above the threshold planning quantity (TPQ); a list of such facilities shall be supplied by the Department.
- (2) A Hazards and Vulnerability Analyses of each of those specific EHSs designated by EPA present at the facilities identified in (1) above, consistent with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
- (3) A risk analysis of each of those specific EHSs designated by EPA present at the facilities identified in (1) above, consistent with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
- (4) Identification of transportation routes used for the transport and movement of each of those specific EHSs designated by EPA present at the facilities identified in (1) above, consistent with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."

- (5) Identification of facilities contributing to additional risks due to their proximity to facilities identified in (1) above.
- (6) Methods and procedures to be followed by facility owners and operators and local emergency and medical personnel to respond to a release of an EHS, including the identification of a community emergency coordinator who will assist in the implementation of the plan.
- (7) Development of methods for determining the occurrence of a release of each of those specific EHSs identified by EPA present at the facilities identified in (1) above, consistent with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
- (8) Establishment of a process for the timely and effective notification to the public by the persons designated in the plan that such a release has occurred.
- (9) Development of evacuation plans for the protection of the potentially affected population which:
  - establish primary evacuation routes
  - establish alternate evacuation routes
  - identify known impediments to the efficient evacuation of the potentially affected population.
- (10) Describe emergency equipment at each facility identified in (1) above in the County and identify the persons responsible for such equipment and facility. Identify all other emergency equipment in the County available for use in response to hazardous materials incidents.
- (11) Identify hazardous materials training programs for local emergency response and medical personnel.
- (12) Determine methods and schedules for exercising the emergency response plan on a regular basis.

TASK 2: Coordination of Activities

The County shall closely coordinate its work efforts with the Florida Department of Community Affairs/Division of Emergency Management. Technical assistance in plan development will be provided by the staff of the Department of Community Affairs.

TASK 3: Final Work Product

A county Hazardous Materials Emergency Management Plan consistent with:

- the Hazardous Materials Emergency Plan Compliance Criteria developed by the Department; and
- the "Hazardous Materials Emergency Planning Guide" (NRT-1) document and "Technical Guidance for Hazards Analysis."

TASK 4: Other Activities

The following includes, but is not limited to, activities to be performed under this agreement:

- Notify the Department of Community Affairs of the county's primary contact person (address and telephone number) who will be responsible for the management and development of the plan.
- Participate in training sessions provided by the Department of Community Affairs as necessary to fulfill the Scope of Work.
- Submit monthly program performance reports as outlined in Article IV B.

EXHIBIT B

SCHEDULE OF DELIVERABLES AND PAYMENT

A. Interim Payment #1

20%

Submission of a timeline or work schedule for update of plan; including county plan contact person, address, telephone number

B. Interim Payment #2

30%

Completion of subsections (2), (3), (5), (6) and (9) of TASK 1 in Attachment A, for a minimum of 50% of the facilities identified in subsection (1) of TASK 1 in Attachment A

C. Interim Payment #3

30%

Submission of updated plan to the Department by March 1, 1991

D. Final Payment

20%

Approval of Final Plan by the Department