



cc: Jerry Eby

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Helping Floridians create safe, vibrant, sustainable communities"

LAWTON CHILES
Governor

JAMES F. MURLEY
Secretary

July 2, 1998

MEMORANDUM

TO: Mr. Walter Gossett, County Administrator
Nassau County Board of Commissioners

FROM: Douglas Hattaway *DH*

SUBJECT: Executed Local Mitigation Strategy Contract Number 98-LM-4H-0455-01-045

Enclosed is one executed copy of the Local Mitigation Strategy (LMS) contract number: 98-LM-4H-0455-01-045 to develop one county wide and unified LMS. We look forward to cooperating with you to develop and implement your LMS, and thereby reduce both Nassau County's vulnerability to natural and technological hazards and the increasing costs of disaster recovery.

If you have any questions or comments, please feel free to contact me at (850) 414-6990.

Enclosure

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COUNTY ADMINISTRATOR'S
OFFICE

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.state.fl.us/comaff/dca.html>

FLORIDA KEYS
Area of Critical State Concern Field Office
2796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

GREEN SWAMP
Area of Critical State Concern Field Office
155 East Summerlin
Bartow, Florida 33830-4641

SOUTH FLORIDA RECOVERY OFFICE
P.O. Box 4022
8600 N.W. 36th Street
Miami, Florida 33159-4022

Contract Number: 98-LM-4H-0455-01-045

CONTRACTUAL SERVICES AGREEMENT

THIS CONTRACTUAL SERVICES AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Nassau County (hereinafter referred to as the "Contractor").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Federal Department of Energy (DOE) and the Federal Emergency Management Agency (FEMA) have authorized funding for the preparation of a Statewide Mitigation Strategy project, including the development of Local Mitigation Strategies and pre-identification and prioritization of Hazard Mitigation Grant Program projects to become a part of the Statewide Hazard Mitigation Strategy; and

B. WHEREAS, the Contractor represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the Local Mitigation Strategy services identified herein, and does offer to perform such services; and

C. WHEREAS, the Department has a need for such services in order to formulate the Statewide Mitigation Strategy, and does hereby accept the offer of the Contractor upon the terms and conditions hereinafter set forth.

[remainder of page intentionally left blank]

NOW, THEREFORE, the Department and the Contractor do mutually agree as follows:

1. SCOPE OF WORK.

The Contractor shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement, to the satisfaction of the Department. The determination of satisfactory performance shall be at the sole discretion of the Department.

2. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Contractor and the Department shall be governed by applicable State and Federal laws, rules and regulations.

3. PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end August 31, 1999, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement. No deliverables shall be accepted after August 31, 1999 and no request for payment nor invoices shall be accepted after September 30, 1999.

4. MODIFICATION OF CONTRACT; REPAYMENTS.

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the "Department of Community Affairs," and mailed directly to the Department at the following address:

Cashier, Department of Community Affairs
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

5. RECORDKEEPING.

- a. All original records pertinent to this Agreement shall be retained by the Contractor for three years following the date of termination of this Agreement or the submission of the last deliverable, whichever is later, with the following exceptions:
 - (1) If any litigation, claim or audit is started before the expiration of the three-year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings are resolved.
 - (2) Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.
 - (3) Records relating to real property acquisition shall be retained for three years after closing of title.
- b. All records shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment A - and all other applicable laws and regulations.
- c. The Contractor, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited

to, auditors retained by the Department.

6. REPORTS.

- a. The Contractor shall provide the Department with the reports identified in Attachment A, in accordance with the dates specified therein.
- b. If all required reports and copies prescribed above are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The Department may terminate the Agreement with a Contractor if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Scope of Work.
- c. Upon reasonable notice, the Contractor shall provide such additional program updates or information as may be required by the Department.

7. MONITORING.

The Contractor shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Scope of Work are being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement.

8. LIABILITY.

- a. Except as otherwise provided in subparagraph (b) below, the Contractor shall be solely responsible to parties with whom it shall deal in carrying out the terms of

this Agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, the Contractor agrees that it is not an employee or agent of the Department, but is an independent contractor.

- b. Any Contractor who is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

9. DEFAULT; REMEDIES; TERMINATION.

- a. If the necessary funds are not available to fund this Agreement as a result of action by the Legislature, the Office of the Comptroller, FEMA, DOE, or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate. The Department may, at its option, exercise any of the remedies set forth herein and the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

- (1) If any warranty or representation made by the Contractor in connection this Agreement shall at any time be false or misleading in any respect, or if the Contractor shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 - (2) If any material adverse changes occur in the financial condition of the Contractor at any time during the term of this Agreement as indicated by the financial condition revealed in any reports filed or to be filed with the State of Florida or another source, and the Contractor fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.
 - (3) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information.
 - (4) If the Contractor has failed to perform and complete in timely fashion any of the services required under the Scope of Work (Attachment A).
- b. Upon the happening of an Event of Default, the Department may, at its option, upon written notice to the Contractor and upon the Contractor's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- (1) Terminate this Agreement, provided that the Contractor is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail (first class), postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph 10 herein;
- (2) Commence an appropriate legal or equitable action to enforce performance of this Agreement;
- (3) Withhold or suspend payment of all or any part of a request for payment;
- (4) Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Contractor to reimburse the Department for the amount of costs incurred for any items determined to be noncompliant; and
- (5) Exercise any other rights or remedies which may be otherwise available under law.

c. The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Causes shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Contractor

to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

- d. Suspension or termination constitutes final agency action under Chapter 120, Florida Statutes, as amended. Notification of suspension or termination shall include notice of administrative proceeding rights and applicable time frames.
- e. The Contractor shall return funds to the Department if found in non-compliance with laws, rules and regulations governing the use of the funds or this Agreement.
- f. This Agreement may be terminated by the written mutual consent of the parties. It is agreed that such mutual consent shall not be unreasonably withheld. In the event of termination Contractor may be paid for all noncancellable costs and obligations incurred in performance of this Agreement.
- g. Notwithstanding the above, the Contractor shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Contractor. The Department may withhold any payments to the Contractor for purpose of set-off until such time as the exact amount due the Department from the Contractor is determined.

10. NOTICE AND CONTACT.

- a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

- b. The name and address of the Department contract manager for this Agreement is:

**Mr. Douglas Hattaway
Department of Community Affairs
2555 Shumard Oak Boulevard.
Tallahassee, FL 32399-2100**

- c. The name and address of the Representative of the Contractor responsible for the administration of this Agreement is:

**Mr. Walter Gossett
Nassau County Coordinator
3163 Bailey Road
Fernandina Beach, Florida 32035**

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in 10.a. above.

11. OTHER PROVISIONS.

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Contractor in this Agreement, in any subsequent submission or response to the Department's requests, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and within thirty (30) days written notice to the Contractor, cause the termination of this Agreement and the release of the Department from all its obligations to the Contractor.

- b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- c. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Contractor. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- d. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Contractor agrees to comply with the Americans With Disabilities Act (Public Law 101- 336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- f. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide

any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of Category Two (\$15,000 in September, 1996) for a period of 36 months from the date of being placed on the convicted vendor list.

12. SUBCONTRACTS.

- a. If the Contractor subcontracts any or all of the work required of the Contractor under this Agreement, the Contractor agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations and the terms and conditions of this Agreement, and (ii) the subcontractor shall hold the Department and Contractor harmless, consistent with Paragraph 8 of this agreement, against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement.
- b. This Agreement contemplates subcontracts with municipalities within the Contractor's county. Attachment A describes items to be included in the Scope of Work for those subcontracts. The Scope of Work for subcontracts shall not be modified without written authorization from the Department. The contractor shall provide copies of those subcontracts with the municipalities to the Department within ten (10) days of execution.

13. TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

14. ATTACHMENTS.

- a. All attachments to this Agreement are incorporated as set out fully herein.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- c. This Agreement has the following attachments:
 - Attachment A - Scope of Work
 - Attachment B - Federal Lobbying Prohibition
 - Attachment C - FEO Standard Conditions
 - Attachment D - Critical Facilities Listing
 - Attachment E - Funding Allocation

15. FUNDING/CONSIDERATION.

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Department agrees to pay a fixed fee of up to \$58,000. The amount allocated for each subcontract is provided in Attachment E - Funding Allocation. Payment will be made in accordance with the provisions of Attachment A - Scope of Work. The Contractor shall be paid an amount equal to 10% of each subcontracting municipality's allocation from the Department (the administrative fee), to compensate for the expenses of administering the subcontract. In the event that a municipality declines to participate through the subcontract, the Contractor will not receive the administrative fee for that municipality but the Contractor may retain 50% of the municipality's allocation from the Department, to compensate for costs associated with hazard identification and vulnerability assessment. If the Department determines

it necessary, the parties agree to amend this Agreement following the first contract period, and identification of participating and non-participating municipalities, in order to reflect the revised contract amount representing the revised total allocation to the Contractor.

16. STANDARD CONDITIONS.

The Contractor agrees to be bound by the following standard conditions:

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.
- b. This agreement is not renewable.
- c. All 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.
- d. Travel expenses are included in the total compensation provided herein and shall not be separately compensated.
- e. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement.
- f. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The

Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

17. STATE LOBBYING PROHIBITION.

No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

18. COPYRIGHT, PATENT AND TRADEMARK

- a. If the Contractor brings to the performance of this Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- b. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Contractor shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are

hereby reserved to the State of Florida.

- c. Within thirty (30) days of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph b, have the right to all patents and copyrights which occur during performance of the Agreement. The Contractor shall be granted a royalty-free nonexclusive license to use patented or copyrighted material for research or educational purposes.

19. LEGAL AUTHORIZATION.

The Contractor certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Contractor also certifies that the undersigned possesses the authority to legally execute and bind Contractor to the terms of this Agreement.

20. VENDOR PAYMENTS.

Pursuant to Section 215.422, Florida Statutes, the Department shall issue payments to vendors within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within forty (40) days shall result in the Department

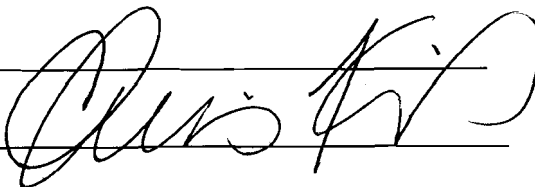
paying interest at a rate as established pursuant to Section 55.03(1) Florida Statutes. The interest penalty shall be paid within fifteen (15) days after issuing the warrant.


Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (904) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Contractor:

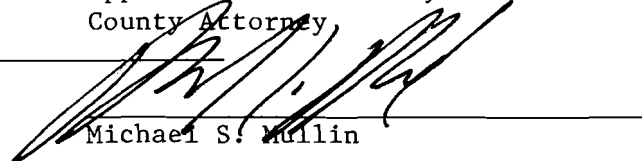
ATTEST:

BY: 


J. M. Oxley, Jr., Ex-Officio Clerk
Approved as to form by the Nassau
County Attorney

Name and title: Chris Kirkland, Chairman

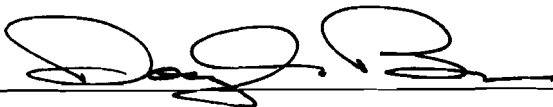
Date: 4-13-98


Michael S. Mullin

SAMAS # _____ FID# 591863042

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title: _____

Date: 6/29/98

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

Purpose

The Contractor shall develop a Local Mitigation Strategy (the LMS) 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. Contractor shall solicit municipal participation in this process, through subcontracts with each municipality within the county, in order to achieve a single unified, LMS.

Subcontracts with Municipalities

The Contractor shall solicit the participation of each municipality in the county, in the preparation of a single, unified Local Mitigation Strategy, by written communication to the Chief Administrative Official of each municipality. That communication shall reference the Department's notification to the Contractor and the municipalities regarding the Local Mitigation Strategy and shall advise of the availability of the Local Mitigation Strategy funding for the municipality, in an amount identified by the Department. The communication shall include a subcontract between the Contractor and the municipality for the municipality's review and execution. The subcontract shall include appropriate terms and conditions and a scope of work supplementing the Contractor's work, as described hereafter. The Contractor shall supply to the Department copies of executed subcontracts with municipalities within ten (10) days of execution. The Contractor shall be paid an amount equal to 10% of each subcontracting municipality's allocation from the Department (the administrative fee), to compensate for the expenses of administering the subcontract. In the event that a municipality declines to participate through the subcontract, the Contractor will not receive the administrative fee for that municipality but the Contractor may retain 50% of the municipality's allocation from the Department, to compensate for costs associated with hazard identification and vulnerability assessment. If the Department determines it necessary, the parties agree to amend this Agreement following the first contract period, and identification of participating and non-participating municipalities, in order to reflect the revised contract amount representing the revised total allocation to the Contractor.

Payment and Deliverables Schedule

This is a fixed-fee contract. The Department 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 Department that Contractor has satisfactorily completed the pertinent activities and deliverables. At the end of

the first contract period the Contractor may be paid 20% of the total contract amount, 20 % at the end of the second contract period, 40% at the end of the third contract period, and the remaining 20% of the total contract amount at the end of the fourth and final contract period. Contractor shall submit all deliverables in a typewritten and bound format. The final deliverable shall be a compiled Local Mitigation Strategy document. All submissions to the Department shall be addressed to the Department Contract Manager. Contractor shall provide three (3) copies of all deliverables.

I. 1st Contract Period -Deliverables due June 30, 1998

On or before June 30, 1998, Contractor shall, as discussed in Sections 1 and 2 of the *Guidebook*, establish a Working Group to oversee the development of the local mitigation strategy, and designate a contact person for this group. Broad representation of interests should be evident in the membership of the Working Group. It should include local government representatives, citizens, and adjacent community representatives, representing a broad range of interests, organizations and agencies. The Working Group shall include a representative from each subcontracting municipality, and should include a representative of each municipality, regardless of whether the municipality enters into the subcontract. Contractor shall establish a regular meeting schedule for the Working Group, providing, at a minimum, for quarterly meetings of the Working Group. Subcontracts with municipalities shall provide for municipal participation in the Working Group by at least one representative from the subcontracting municipality and shall designate that person or persons. The designated municipal representative(s) shall be responsible for supplying information required from the municipality by the terms of this Scope of Work and the terms of the municipal subcontract.

A. On or before June 30, 1998, Contractor shall provide the Department with the following deliverables:

1. A listing of all executed subcontracting agreements between the Contractor and participating municipalities, identifying the municipal contact person for each subcontract. Contractor shall also provide a listing of those cities that have elected to have the county complete planning efforts associated with the development of the Local Mitigation Strategy, and a listing of those municipalities that have elected not to participate in the LMS process.
2. A listing of Working Group members, identifying the name and affiliation of each member, and identifying the Working Group contact;
3. A schedule of Working Group meeting dates;
4. Minutes from all Working Group meetings held during this period.

B. On or before June 30, 1998, Contractor shall, as discussed in Section 1 of the *Guidebook*, identify and list procedures to resolve conflict between governmental entities that may arise from the development of the Local Mitigation Strategy. The Working Group may use the

processes included in the Intergovernmental Coordination Element of each local government Comprehensive Growth Management Plan, or other appropriate alternatives. Contractor shall submit the listed procedures to the Department on or before June 30, 1998. Municipal subcontracts shall require that the municipal representative to the Working Group actively assist in the development of these procedures.

- C. As discussed in Section 3 of the *Guidebook*, establish evaluation criteria and procedures to regularly review, update and revise the Local Mitigation Strategy to ensure it remains current and reflects changing conditions within the community. Evaluation criteria and procedures shall provide for review, update and revision activities using a Working Group established and populated as provided herein. Municipal subcontracts shall require that the municipal representative to the Working Group actively assist in the development of these criteria and procedures. Written evaluation criteria and procedures shall be submitted to the Department on or before June 30, 1998.
- D. As outlined in Section 4 of the *Guidebook*, initiate development of the Community Guiding Principles. First, identify and list government entities that perform hazard mitigation functions, including those at the federal, state, regional and local levels. List the functions that these agencies provide. List and describe all existing county, regional and municipal policies, ordinances, and programs that affect hazard mitigation activities, including, but not limited to, those found in the pertinent local government Comprehensive Growth Management plans, comprehensive emergency management plan, the emergency management 5-year strategic plan, local floodplain ordinances, stormwater management plan policies, and local building codes. Finally, evaluate these existing mitigation policies, ordinances and programs to determine their effectiveness at reducing the potential for loss of life and property as a result of a disaster. Municipal subcontracts shall require that the municipal representative to the Working Group actively assist in the development of these Community Guiding Principles. Municipal subcontracts shall also require that the municipality submit the following to Contractor reasonably, as determined by the Contractor, in advance of the Contractor's June 30, 1998 submission to the Department:
 - 1. The listing of municipal agencies and the mitigation functions they provide. Include a narrative description of how these agencies help reduce losses from hazards.
 - 2. The listing of existing municipal policies, ordinances and programs that affect mitigation;
 - 3. An evaluation of existing municipal mitigation policies, ordinances and programs, describing their effectiveness at reducing losses of life and property.

The Contractor shall compile comparable information for unincorporated areas of the County, and combine it with information submitted by or pertaining to all municipalities, for submission to the

Department by June 30, 1998.

II. 2nd Contract Period - Deliverables due by October 31, 1998.

As outlined in Section 4 of the Guidebook and drawing from the evaluation of existing mitigation policies ordinances and programs completed in the previous contracting period, provide the following to DCA by October 31, 1998:

- A. A single list of mitigation goals and objectives that will serve to guide a coordinated and comprehensive strategy to address hazard mitigation.
- B. An analysis of how existing policies, ordinances and programs could be strengthened to achieve the mitigation goals and objectives of the community.

Municipal subcontracts shall require that the municipal representative to the Working Group actively assist in the development of the single list of mitigation goals and objectives and in the analysis of the strengthening of policies, ordinances and programs.

- C. Begin hazard identification and vulnerability assessment activities as outlined in Section 5 of the Guidebook and as described in the Hazard Identification and Vulnerability Assessment supplement. Provide the Department, by October 31, 1998, with an inventory of the data which will be gathered by the county and participating municipalities. Identify responsibilities for collecting all data and identify potential data sources. Municipal subcontracts shall require that the municipal representative to the Working Group actively assist in the county-wide hazard identification and vulnerability assessment activities and, in particular, be responsible for the identification of municipal data sources and the provision of all municipal data and data regarding municipal facilities necessary for performance of the Hazard Identification and Vulnerability Assessment.
- D. As outlined in Section 2 of the Guidebook, identify private sector interests who would benefit from participation in the LMS process and identify how private sector involvement in LMS activities will be accomplished. Establish contact with relevant interests in the local business community and appropriate citizen groups to foster, encourage and obtain their participation. Municipal subcontracts shall require that the municipal representative to the Working Group actively assist in the identification of private sector interests and methods for private sector involvement. Submit the following to the Department by October 31, 1998:

1. Identify the private sector interests that are participating in the LMS process.
2. Identify roles and responsibilities to strengthen private sector involvement in the

LMS process.

- E. As discussed in Section 1 of the *Guidebook*, by October 31, 1998, submit to the Department procedures to prioritize both municipal and county mitigation initiatives. Include how the LMS Working Group will use hazard identification and vulnerability assessment data to identify potential mitigation initiatives.
- F. By October 31, 1998, submit Working Group meeting minutes to the Department for all meetings occurring during this period.

III. 3rd Contract Period -Deliverables due by April 30, 1999:

Complete the hazard identification and vulnerability assessment activities as outlined in Section 5 of the *Guidebook* and as described in the *Hazard Identification and Vulnerability Assessment Supplement*: By April 30, 1999, create a county-wide multi-hazard map based on the information supplied to the County by the Department. To assist the Contractor with this task, the Department will provide the following:

- A. Paper maps of the county-wide hazard areas vulnerable to storm surge, inland flooding and wind, along with tables listing the results of the risk analysis providing, in particular, an estimate of potential costs and the likelihood of specific tropical cyclone events.
 - 1. A CD-Rom containing the following:
 - a. the results of the risk analysis for tropical cyclone events in a dBASE III format, and
 - b. the demographic and property data on which the risk analysis was based.
- B. Municipal subcontracts shall require that the municipal representative to the Working Group be responsible for gathering and supplying Contractor with the following information:
 - 1. Municipal critical facilities inventory (see attached list of critical facilities and categories compiled by the Department)
 - 2. Listing of other municipal public buildings and facilities
 - 3. Repetitive loss data for structures within the municipality's jurisdiction
 - 4. Hazardous materials sites within the municipality's jurisdiction (facilities required to report under Section 302 of the federal Emergency Planning and Community Right-To-Know Act, 42 USC 11001, et seq, and implementing regulations)
- C. Historical flood data within the municipality's jurisdiction

Contractor shall compile comparable information for the unincorporated areas of the County and combine it with all municipal data described above for submission to the Department on or before April 30, 1999.

- D. Contractor shall submit GIS information to the Department in completion of the following deliverable requirements in a GIS ARCView "shape file" or ARCInfo "coverage" format. The Contractor shall compile and submit the following to the Department by April 30, 1999:
1. GIS data indicating critical facilities (including latitude and longitude coordinates), repetitive loss property data, hazardous materials sites (including latitude and longitude coordinates and identity of facility), and designation of areas that historically flood.
 2. Text shall accompany all data explaining the conditions (rainfall, river gauge measures etc.) accompanying any historical flood data.
- E. Contractor shall submit a list of potential mitigation initiatives as discussed in Section 6 of the *Guidebook* to the Department by April 30, 1999. The list shall be based upon the Community Guiding Principles and *Hazard Identification and Vulnerability Assessment* data developed in preceding contract period and compiled through the procedures established in the second contract period. 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 in existing local government Capital Improvements Plans for future funding consideration
 4. recommended program and policy actions and revisions to further promote effective hazard mitigation.
- F. By April 30, 1999, Contractor shall provide a progress report of private sector participation into the LMS process.
- G. By April 30, 1999, Contractor shall identify potential funding sources for the list of potential mitigation initiatives. Municipal subcontracts shall require that the municipal representative to the Working Group actively assist in the identification of potential funding sources. The identification of these potential sources shall be included as an

attachment to Working Group minutes submitted to the Department by April 30, 1999.

- H. By April 30, 1999, Contractor shall submit Working Group meeting minutes to the Department. Meeting minutes shall include the presentation and acceptance of the following by April 30, 1999:
 - 1. all hazard identification and vulnerability assessment activities
 - 2.. the list of potential mitigation initiatives

IV. 4th Contract Period -Deliverables due by August 31, 1999:

- A. Contractor shall submit the Working Group meeting minutes to the Department by August 31, 1999.
- B. Contractor shall provide a final prioritized list of mitigation programs and initiatives, coupled with potential funding sources and recommended dates for implementation, to the Department by August 31, 1999.
- C. Contractor shall submit the final Local Mitigation Strategy as a compiled document to the local governing body for formal adoption. Contractor shall ensure that document includes the list of policy recommendations and prioritized mitigation initiatives that have been agreed upon by the Working Group. Contractor shall provide three copies of the document to the Department by August 31, 1999. Contractor shall provide the Department with copies of any action taken by the local governing body upon consideration of the Local Mitigation Strategy.

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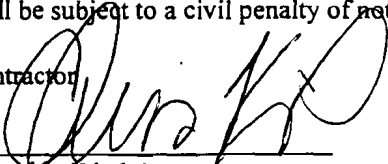
Attachment B
Federal Lobbying Prohibitions

The Contractor certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

- (e) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (f) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (g) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor



Chris Kirkland

Chairman

Name and Title

Attachment C

FEO Standard Conditions

A. Contractor shall assist the Department in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations and agreements concerning the use of oil overcharge recovery (Petroleum Violation Escrow) funds. In particular Contractor shall assist the Department in complying with M.D.L. no. 378 Settlement Agreement and any subsequent orders of the Court or guidance or directives from the Federal Department of Energy.

B. The Contractor agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Part 60). In accordance with the above laws and regulations, the Contractor agrees to assure, to the extent of the coverage of this Agreement, that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Department receives federal assistance from the Department of Energy.

C. The Contractor shall permit the Department, or its duly authorized representative, to monitor the project pertaining to this Agreement as deemed necessary by the Department. The Recipient will monitor its subcontractors.

D. The Contractor certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor may not make any subcontract to a debarred or suspended party. A current listing of such parties is maintained by the Department for review by Contractors.

E. If this Agreement or any resulting subcontract is for an amount in excess of \$100,000, the Recipient must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

Attachment D
Critical Facilities Listing

Animal Related
Correctional Facility
Church
Clinic
Communication
Emergency Operation Center
Electrical
Emergency Medical Services
Fire Station
Hazard Material Site
Hospital
Florida Highway Patrol
Landfill - Active
Landfill - Inactive
Landing Zone
Military Base
Nursing/Convalescent
Police Department
Potable Water
Radioactive Site
Red Cross
Refuge of Last Resort
School
Shelter
Special Needs Shelter
Sheriff Department
Sewage Treatment Facility
Transportation Facility
Water Treatment Facility

Attachment E

Local Mitigation Strategy

Funding Allocation Nassau County

<u>Jurisdiction</u>	<u>Grant Award</u>
---------------------	--------------------

Callahan	7500
Fernandina Beach	15000
Hilliard	7500
Uninc	25000

Total Award: \$55,000

The total award listed above will be committed through a contract between the Department of Community Affairs and the County. All awards are intended to address activities outlined in that contract and in the Department's publication, The Local Mitigation Strategy: A Guidebook for Florida's Cities and Counties. As a condition of accepting this award, the County shall be asked to subcontract identified municipal awards to each respective municipality listed above. The final deliverable of all contracts shall be the development of a single, unified mitigation strategy.

In addition, the Department will award the county additional funds to address costs associated with coordinating municipal mitigation strategy efforts. An amount equal to ten percent (10%) of each contracted municipal award will be granted to the county for this purpose.



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Helping Floridians create safe, vibrant, sustainable communities"

LAWTON CHILES
Governor

JAMES F. MURLEY
Secretary

August 10, 1998

MEMORANDUM

TO: Mr. Terry Eby, Coordinator
Nassau County Emergency Management

FROM: Douglas Hattaway, Planner IV *DH*

SUBJECT: Modification One to the Contract Services Agreement #98-LM-4H-04-55-01-045

Enclosed is one executed copy of Modification #1 to the Local Mitigation Strategy (LMS) contract number: 98-LM-4H-04-55-01-045 to develop one county wide and unified LMS. This modification changes the required deadline to submit first period deliverables from June 30, 1998, to October 31, 1998.

If you have any questions or comments, please feel free to contact me at (850) 414-6990.

Enclosure

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.state.fl.us/comaff/dca.html>

FLORIDA KEYS

Area of Critical State Concern Field Office
2796 Overseas Highway, Suite 212
Marathon, Florida 33050-2227

GREEN SWAMP

Area of Critical State Concern Field Office
155 East Summerlin
Bartow, Florida 33830-4641

SOUTH FLORIDA RECOVERY OFFICE

P.O. Box 4022
8600 N.W. 36th Street
Miami, Florida 33159-4022

AGREEMENT # 98-LM-4H-0455-01-045

MODIFICATION #1 TO CONTRACTUAL SERVICES AGREEMENT

WHEREAS, Nassau County (hereinafter "the Contractor") and the Department of Community Affairs (hereinafter "the Department") have entered into a Contractual Services Agreement (hereinafter "Agreement") for the purpose of preparation and development of Local Mitigation Strategies and pre-identification and prioritization of Hazard Mitigation Grant Program projects to become a part of the Statewide Hazard Mitigation Strategy; and

WHEREAS, based upon the delay in execution of the Agreement, and resulting delay in the preparation of First Contract Period deliverables, the parties desire to modify said Agreement to revise the due date for first period deliverables;

NOW, THEREFORE, the above-referenced agreement is modified as follows:

In Attachment A all references to the First Contract Period termination date shall be revised to reflect the date of the Second Contract Period termination date. In other words, all references in Attachment A to First Contract Period deliverable due dates are hereby amended to reflect that the term of the First Contract Period commences on the date of execution and terminates October 31, 1998.

All other provisions of the Agreement not inconsistent with this Modification #1 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification #1 to be executed by their duly authorized officials as of the date below.

CONTRACTOR:

By: 

Title: CHAIRMAN, NASSAU BCC

Date: 6/25/98

Federal Identification Number: 59 186 3042

SAMAS Account Code:

STATE OF FLORIDA - DEPARTMENT OF COMMUNITY AFFAIRS

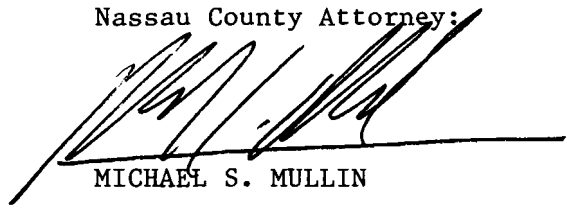
By: 

Title: _____

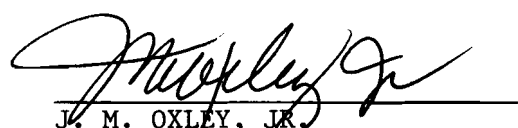
Date: 8/1/98

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 83.516

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

ATTEST:


J. M. OXLEY, JR.
Its: Ex-Officio Clerk

2
MODIFICATION #2 TO CONTRACTUAL SERVICES AGREEMENT

WHEREAS, Nassau County (hereinafter "the Contractor") and the Department of Community Affairs (hereinafter "the Department") have entered into a Contractual Services Agreement (hereinafter "Agreement") for the purpose of preparation and development of Local Mitigation Strategies and pre-identification and prioritization of Hazard Mitigation Grant Program projects to become a part of the Statewide Hazard Mitigation Strategy; and

WHEREAS, based upon the delay in the Department's provision of The Arbiter of Storms (TAOS) computer modeling data to the Contractor, the parties desire to modify said Agreement to revise the third and fourth period deliverable due dates.

NOW, THEREFORE, the above-referenced agreement is modified as follows:

In Attachment A, all references to Third Contract Period deliverable due dates are hereby amended to reflect that the terms of the Third Contract Period commence on the date of execution and terminate August 31, 1999.

In Attachment A, Item III.A., all references to data to be provided by the Department to the County shall be amended to include a delivery date of April 30, 1999.

In Attachment A, all references to Fourth Contract Period are amended to reflect that the terms of the Fourth Contract Period commence on the date of execution and terminate October 29, 1999.

All other provisions of the Agreement not inconsistent with this Modification #2 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification #2 to be executed by their duly authorized officials as of the date below.

CONTRACTOR:

By: J. H. Cooper
J. H. Cooper, Chairman
Title: Nassau County Board of County Commissioners

Date: 3/22/99

Federal Identification Number: 59-1863042

SAMAS Account Code: _____

STATE OF FLORIDA-DEPARTMENT OF COMMUNITY AFFAIRS:

By: Tim Rein

Title: _____

Date: 5-13-99

ATTEST:

J. M. "Chip" Oxley, Jr.
J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney

Michael S. Mullin
Michael S. Mullin

Thomas Deane
Acting Division Director, Housing and
Community Development
5-26-99