

RECEIVED
CLERK'S
FINANCIAL SERVICES
NASSAU COUNTY, FL.

MEMORANDUM OF AGREEMENT

2003 MAY -6 P 12:50

BETWEEN**NASSAU COUNTY, FLORIDA****AND****THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL**

NASSAU COUNTY
EMERGENCY MANAGEMENT
2003 APR 15 AM 8:06

This Agreement entered into on the date specified herein by and between Nassau County, Florida, hereinafter referred to as the "County" and the Northeast Florida Regional Planning Council, hereinafter referred to as the "Council." The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in the development of the Nassau County "County Continuity of Operations Plan" (COOP) and Terrorism Annex to the Comprehensive Emergency Management Plan.

It is hereby declared to be in the public interest and the purpose of this Agreement that the County and the Council jointly pledge their intention to cooperatively seek to undertake, perform and complete the technical studies required to complete the COOP and Terrorism Annex in accordance with state and federal regulations.

Specific areas of agreement to coordinate respective activities are as follows:

1.00 STAFF SERVICES

The Council shall provide all staff services to the County for the COOP and Terrorism Annex compilation as identified in Attachment A and made part of this agreement. The Council shall be bound by the Agreement with the County and requirements of the Florida Department of Community Affairs (DCA) specified in DCA contract number 03-FT-1B-04-55-01-____. Council shall be responsible for all requirements set forth in the Agreement between DCA and the County and shall hold the County harmless therefrom.

2.00 ACCOMPLISHMENT OF THE PROJECT

The Council shall commence and complete the project with all practical dispatch and in accordance with the provisions herein. The Agreement shall begin on the last day of signing and shall end on March 15, 2004. This Agreement shall be extended without further action if the County Agreement with DCA Paragraph 1.00 is extended.

3.00 COMPENSATION

Compensation to the Council shall be an amount of twenty-five thousand dollars (\$23,750.00).

4.00 METHOD OF PAYMENT

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

The Council will adhere to the following procedures in requesting payment for its services under this Agreement:

4.01 Payment to the Council shall be as identified in Attachment A of this Agreement.

4.02 The invoice will be signed by the Primary Contact Person or a finance official of the Council as to its correctness.

4.03 The invoice will be accompanied by a progress report and a financial statement.

4.04 When the Clerk has approved the invoice, a check will be issued by the County to the Council.

4.05 The County may withhold payment until questions of accuracy and correctness are cleared up to the satisfaction of the County.

5.00 WORK PRODUCTS

The Council shall provide one printed copy and digital information (compact disc or similar) of the COOP and Terrorism Annex to the County consistent with Attachment B, Part II. A. and B, Part V.A and B. Part VI, and Part VII of the DCA contract with the County. The Council will not be responsible for contract maintenance between DCA and the County.

6.00 COOPERATION

The following individuals shall be the primary contact persons under this Agreement:

Nassau County –

Mr. Thomas B. Kochheiser - Director

Nassau County Emergency Management

11 N. 14th Street, Suite 12

Fernandina Beach, FL 32034

(904) 491-7550

e-mail: ncem@nassaucountyfl.com

Northeast Florida Regional Planning Council –

Mr. Jeffrey Alexander

Director of Planning Programs

Northeast Florida Regional Planning Council

6850 Belfort Oaks Place

Jacksonville, FL 32216

(904) 279-0880

e-mail: jalex@nefrpc.org

7.00 HOLD HARMLESS

The Council shall be bound by all applicable state and federal laws and regulations. The Council shall also hold harmless the County against all claims of whatever nature arising out of the Council's performance of work under this Agreement, to the extent allowed and required by law.

8.00 TERMINATION

This Agreement may be terminated for reason by the County or the Council by giving written notice to the other party sixty (60) calendar days prior to such termination. If either party is in substantial breach of the Agreement, termination may be made after thirty (30) calendar days written notice.

9.00 ADDITIONAL CONSIDERATIONS

It is not the intent of this Agreement to specify all areas that can or should be effectively coordinated; rather, this Agreement will serve as documentation of minimum compliance with the above sections and more generally to serve as a joint pledge of cooperation realizing the mutual benefit to be derived for effectuating a close and realistic working relationship.

10.00 SUPPLEMENTAL AGREEMENTS

It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the concurrence of the County and the Council, anything to the contrary in this Agreement notwithstanding.

11.00 THIRD PARTY CONTRACTS

Except as otherwise authorized in writing by the County, the Council shall not execute any contract or obligate itself in any other manner with any third party with respect to the project.

12.00 TERMINATION OR SUSPENSION

12.01 Termination or Suspension Generally. If the Council abandons or, before completion, finally discontinues the project or if any other reason, the commencement, prosecution, or timely completion of the project by the Council is rendered improbable, infeasible, impossible, or illegal, the County may, by written notice to the

Council, suspend any or all of its obligations under this Agreement until such a time as the event or condition resulting in such suspension has ceased or been corrected, or the County may terminate any or all of its obligations under this Agreement as specified in the body of the Agreement.

12.02 Action Subsequent to a Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the Council shall proceed promptly to carry out the actions required therein which may include any or all of the following:

(1) necessary action to terminate or suspend, as the case may be, program activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the status of the project cost as well as a proposed schedule, plan, and budget for terminating or suspending and closing out project activities and contracts, and other undertakings the costs of which are otherwise includable as project costs; and, (3) remit to the County such portion of the financing any advance payment previously received as is determined by the County and the Council to be due under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by the County upon the basis of terms and conditions imposed by the County upon failure of the Council to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the Council or the closing out of State financial participation in the project shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

13.00 AUDIT AND INSPECTION

The Council shall permit the County and the Clerk to inspect all work, payrolls, records, invoices, and other relevant data; and to audit the books, records and accounts of the Council pertaining to the development of the project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request.

14.00 NONDISCRIMINATION

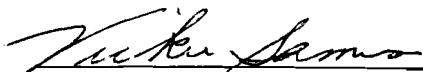
14.01 Compliance with Regulation. The Council shall comply with federal regulation relative to nondiscrimination in federally-assisted programs.

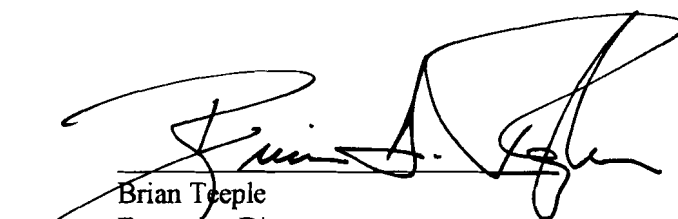
14.02 Nondiscrimination. The Council will not discriminate on the grounds of race, color, religion, sex or national origin.

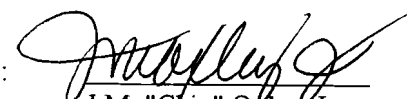
14.03 Information and Reports. The Council will provide all information and reports required by the regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County and DCA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts it has made to obtain this information.


14.04 Sanctions for Noncompliance. In the event of the Council's noncompliance with the nondiscrimination provisions of this Agreement, the County may impose such contract sanctions, as it may determine to be appropriate.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council do hereby enter into this Agreement.


Vickie Samus Vickie Samus
Chairman, Nassau County, Florida
Board of County Commissioners


Brian Teeple
Executive Director,
Northeast Florida Regional Planning Council

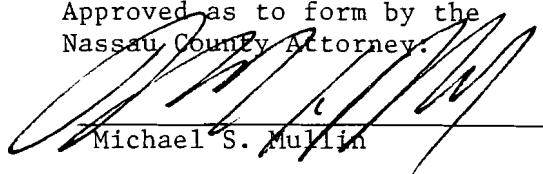
ATTEST: 
J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

ATTEST: 

DATE: 4/9/03

DATE: 4/17/03

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

Attachment A
Scope of Services
To Develop The
Nassau County Continuity of Operations Plan (COOP) and Terrorism Annex 2003

Northeast Florida Regional Planning Council will provide the following services for Nassau County to meet the requirements of a Department of Community Affairs contract with the County through the federal government to develop the Nassau County Continuity of Operations Plan (COOP) and Terrorism Annex for 2003.

1. Deadlines:

Completion of the COOP and Terrorism Annex shall be on or before October 1, 2003. The documents developed will be provided to Nassau County in a timely manner before this date in order to allow the County to meet its deadline date with the Department of Community Affairs (DCA).

Periodic reports on the progress of the development of the COOP and Terrorism Annex shall be submitted in a timely manner to the contract contact so that submittal to DCA can be achieved.

1st Contract Period (First 60 days):

1. Nassau County Terrorism Incident Response Plan Annex:
 - Agency List
 - Project Timeline for plan development
2. Nassau County COOP Plans:
 - Agency List for the six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911/Communications, EMS/Ambulance, Public Works/engineering.
 - Strategy and program management plan.
 - County Capability Analysis and Vulnerability Assessment for the six critical services.
 - County Internal Review results to include list of Authorities and References.
 - Outline for County COOP plans for the six critical services.

2nd Contract Period (60 – 150 days):

1. Nassau County Terrorism Incident Response Plan Annex:
 - Draft Terrorism Incident Response Plan Annex.
 - Updated Project Timeline for plan completion.
2. Nassau County COOP Plans:
 - Draft COOP Plans for six critical services.
 - Updated Strategy and program management plan for COOP Plans.

3rd Contract period (150 days to October 1 or 14 days prior to the end of contract):

1. Nassau County Terrorism Incident Response Plan Annex:
 - Final version of Terrorism Incident Response Plan Annex.
 - Final invoice request.

2. Nassau County COOP Plans:

- Final Version of the County COOP Plans for the six critical services.
- Final invoice request.

The County shall be responsible for management of its contract with DCA.

2. Work Products:

The Council shall follow the instructions and be responsible for the development of the COOP as specified in the DCA contract Attachment B, Sections II.A and B., V.A and B, and VII, and examples provided in CD Attachment F of the DCA contract. Specific responsibilities on gathering information have been agreed upon, as follows:

A. County Responsible	B. Council Responsible
A.1. Official notification to all applicable parties and those who will be asked to respond as required by the DCA contract of the Council's role in development in the COOP and terrorism annex.	B.1. Notification and information gathering from all fire, law enforcement, county public works, emergency management, 911 center, EMS, Public Health and public school agencies and departments. <ul style="list-style-type: none"> • Nassau Co. Fire Rescue and Volunteer Fire Districts • Nassau Co. Emergency Management • Nassau Co. Sheriff's Office • Nassau Co. 911 Center • Nassau Co. Public Health Unit • Nassau Co. School Board • Nassau Co. Public Works • Fernandina Beach Fire Rescue • Fernandina Beach Police Dept. • Fernandina Beach Public Works
A.2. County shall assist where entities identified under B.1. do not provide information in a timely manner, based upon Council notification to the EM director.	B.2. Council shall gather information consistent with Attachment B of the DCA contract for COOP and terrorism annex. This can include attending association meetings, site visits, faxes, e-mails, telephone, or other communications with entities agreed upon.
A.3. County shall assist in the development of the Terrorism Annex specified in Attachment B of the DCA contract under II.A and V.A.	B.3. Council shall be responsible for development of the Terrorism Annex portion of the DCA contract.

A. County Responsible	B. Council Responsible
A.4. Any additional information provided from Emergency Management for the development of the COOP and terrorism annex will be gathered in written or electronic format and submitted to the Council for formation into a single, consistent COOP format.	B.4. Council shall receive information from Nassau County EM, combine with information gathered by Council staff and form a single COOP and terrorism in consistent format.
A.5. County responsible for submittal of quarterly reports as required by County/State contract.	B.5. Develop quarterly progress reports consistent with DCA Attachment B provisions and submit to County in timely manner.
A.6. County responsible for review of draft and final documents, local government approval, submittal to state and negotiations with state.	B.6. Develop final draft and final documents and provide to County for review and submittal to DCA. Provide in hardcopy (one copy) and electronic format (CD or equivalent).

3. 1st Contract Period (First 60 days) - 25%
2nd Contract Period (60 – 150 days) - 50%
3rd Contract period (150 days to March 15 2004 or 14 days prior to the end of contract) - 25%

4. Contract Completion

All deliverables shall be submitted to the County by March 15, 2004

The contract shall be completed by March 15, 2004 in compliance with the DCA/County contract. Payments to the Council will be scheduled based upon the quarterly reports and a final payment made to the Council by May 16, 2004.



**Northeast
Florida
Regional
Planning
Council**

Bringing Communities Together

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

May 1, 2003

Nassau County Board of County Commissioners
Office of Emergency Management
C/O Nancy Freeman, Deputy Director
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490

Dear Ms. Freeman;

Please find enclosed one fully executed copy of the memorandum of agreement between the Northeast Florida Regional Planning Council and Nassau County for the creation and maintenance of the Continuity of Government (COG) and the Continuity of Operations Plan (COOP), and Terrorism Annex to the Comprehensive Emergency Management Plan.

Should you have any questions, please do not hesitate to contact me.

With warm regards,

Lee R. Brown III, Operations Manager
Northeast Florida Regional Planning Council

2003 APR 15 AM 8:07

Contract Number: 03-FT-1B-04-55-01-____

CFDA Number: 83.562

FEDERALLY FUNDED SUBGRANT AGREEMENT

THIS 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 the Nassau County Board of County Commissioners (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the federal government, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment B of this Agreement.

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

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end October 17, 2003, unless terminated earlier in accordance with the provisions of Paragraph (9) of this Agreement.

(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 order of "Department of Community Affairs," and mailed directly to the Department at the following address:

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

In accordance with § 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) RECORDKEEPING.

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment B - and all other applicable laws and regulations.

(d) The Recipient, 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.

(e) Any additional terms and conditions pertaining to recordkeeping are set forth in Attachment G and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachment H.

(6) REPORTS.

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and a close-out report.

(b) Quarterly reports are due to be received by the Department no later than the ending date of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 30 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(d) 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 Recipient 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 Budget and Scope of Work.

(e) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachments C and D.

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and 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 B to this Agreement. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDIT REQUIREMENTS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit.

The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.

(8) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, the Recipient 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, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. 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 Recipient 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 Congress, the state Legislature, the Office of the Comptroller 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 and the Department may, at its option, exercise any of its remedies set forth herein, but 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 Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if

the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient 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 Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment B.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient'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 Recipient 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 mail, 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 Recipient 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 Recipient to suspend, discontinue or refrain from

incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

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. Cause 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 Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient 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 Department designates Debbie Boyette, Division of Emergency Management, as the Department's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to her at:

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850/413-9972
Fax: 850/488-5777
Email: debbie.boyette@dca.state.fl.us

The Project Officer for this Agreement is Phillip Johnson. He can be contacted for technical assistance relating to this Agreement at the above address, telephone 850/410-1599 or e-mail phillip.johnson@dca.state.fl.us.

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Thomas Kochheiser
Director
Nassau County Emergency Management
11 North 14th Street, Box 12
Fernandina Beach, Florida 32034
Phone: 904/491-7550
Fax: 904/491-3628
Email: ncem@nassaucountyfl.com

(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 Recipient in this Agreement, in any subsequent submission or response to Department request, 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 with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(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 Recipient 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 Recipient. 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 Recipient 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 or on the discriminatory vendor list 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 for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

(g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

(12) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 12 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the

reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(j) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(k) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(l) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(13) SUBCONTRACTS.

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the

Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(14) TERMS AND CONDITIONS.

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

(15) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as if 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:

- Exhibit 1 - Funding Sources
- Attachment A - Program Statutes and Regulations
- Attachment B - Budget and Scope of Work
- Attachment C - Quarterly Report Forms
- Attachment D - Final Closeout Report Form
- Attachment E - Financial Report/Reimbursement Request
- Attachment F - Planning Guidance Documents on Compact Disk

(16) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$25,000 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal QMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment I. Attachment I will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. X No advance payment is requested.

2. _____ An advance payment of \$ _____ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment B of this Agreement.

(17) STANDARD CONDITIONS.

The Recipient 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, Fla. Stat. or the Florida Constitution.

(b) This Agreement cannot be extended without an extension of the Federal Grant from which this Agreement is funded, and under this circumstance, this Agreement must terminate no later than seventy five (75) days prior to the termination date of the Federal Grant. Extensions must be mutually agreed upon and shall be valid only when reduced to writing, duly signed by each of the parties hereto by the termination date of the original Agreement, and attached to the original of this Agreement.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(g) 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 Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(18) LOBBYING PROHIBITION.

(a) 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.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, 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.

2. 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative 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.

(19) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient 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 Recipient 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 Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient 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 Recipient 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.

(20) LEGAL AUTHORIZATION.

The Recipient 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 Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(21) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J.

(22) VENDOR PAYMENTS.

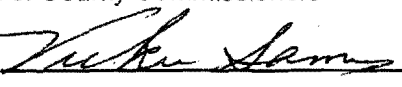
Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 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 (850) 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.

Recipient

Nassau County
Board of County Commissioners

BY: 

Name: Vickie Samus, Chairman

Title: Nassau County Board of County Commissioners

Date: 4/9/03

SAMAS # _____

FEID # 59-1863042

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS


BY: 

W. Craig Fugate, Director

Division of Emergency Management

Date: 4/25/03

Attest:


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

Approved as to Form:

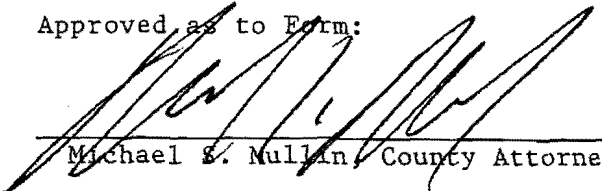

Michael S. Mullan, County Attorney

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -

- Federal Emergency Management Agency (FEMA)
- State and Local All Hazards Emergency Operations Planning; FY 2002 Supplemental Funds
- 83.562
- \$25,000

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

1. Funding must be used for planning that will assist States, Territories, Indian tribal governments and local governments in preparedness for, and consequence management of, possible terrorist attacks and for other purposes. Funds may be used for:
 - Development or enhancement of local continuity of operations plans and terrorist incident response annexes.
 - Development or enhancement of supporting documents such as Standard Operating Procedures and Risk Assessments.
 - Training related to the development or enhancement of emergency operations and strategic plans.
 - Conducting workshops or other training for local governments related to the development or enhancement of emergency operations and strategic plans.
 - Hiring personnel or contract support that directly support the accomplishment of these tasks.

Funding cannot be used for:

- Training not directly related to development or enhancement of emergency operations and strategic plans.
 - Operational training of first responders.
 - Exercises of any kind or size.
 - The purchase of equipment.
 - To supplant existing Federal, State, or local government funding or existing planning programs.
2. Selection of local jurisdictions located in the State of Florida is based on population size, threat assessment, and vulnerability rating.
 3. This Federal Grant period closes on December 31, 2003.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

None.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

None.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

None.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Program Statutes and Regulations

1. Funding must be used for planning that will assist States, Territories, Indian tribal governments and local governments in preparedness for, and consequence management of, possible terrorist attacks and for other purposes. Funds may be used for:
 - Development or enhancement of local continuity of operations plans and terrorist incident response annexes.
 - Development or enhancement of supporting documents such as Standard Operating Procedures and Risk Assessments.
 - Training related to the development or enhancement of emergency operations and strategic plans.
 - Conducting workshops or other training for local governments related to the development or enhancement of emergency operations and strategic plans.
 - Hiring personnel or contract support that directly support the accomplishment of these tasks.

Funding cannot be used for:

- Training not directly related to development or enhancement of emergency operations and strategic plans.
 - Operational training of first responders.
 - Exercises of any kind or size.
 - The purchase of equipment.
 - To supplant existing Federal, State, or local government funding or existing planning programs.
2. Selection of local jurisdictions located in the State of Florida is based on population size, threat assessment, and vulnerability rating.
 3. This Federal Grant period closes on December 31, 2003.
 4. **MANDATORY REQUIREMENTS**

The local terrorist incident response annex to the local comprehensive emergency management plan must meet the criteria as defined in Part 1 - Local Comprehensive Emergency Management Plan Compliance Criteria and Rule 9G-6 REVIEW OF LOCAL EMERGENCY MANAGEMENT PLANS. These can be found by visiting www.floridadisaster.org. Click the link Local Comprehensive Emergency Management Plan Compliance Criteria at the bottom of the page. It must also follow the sample format for Terrorism Incident Response Annexes in accordance with the FEMA Planning Guidance.

The continuity of operations plans shall be developed in accordance with the Continuity of Operations Implementation Guidance, dated September 9, Chapter No. 2002-43, Florida Law, and the Division of Emergency Management's training course entitled Continuity of Operations: Elements of Viability.

SUGGESTED GUIDELINES

Additionally, the following documents are provided to serve as guidelines in the development of a terrorism annex:

- Terrorism Incident Response Annex to the State CEMP
- Regional Domestic Security Task Force Standard Operating Procedure Template
- FEMA Planning Guidance, which contains a sample format for Terrorism Incident Response Annexes.
- Florida Field Operations Guide (FOG)

These documents are included in this contract package.

Attachment B

Budget and Scope of Work

I. Proposed Budget

Category	Anticipated Expenditure Amount
Salary	\$
Contractual Services	\$ 23,750
Training/Workshop	\$
Printing	\$
Supplies	\$
Other (Admin. Costs)	\$ 1250
Total Contract Funds	\$ 25,000

The Recipient shall develop a County Terrorism Annex Plan and a County Continuity of Operations (COOP) Plan using the funding indicated below. At each quarterly reporting period, the Recipient shall provide a breakdown of the project finances used for each Plan using the corresponding Quarterly Report Forms, Attachment C, of this Agreement.

County Terrorism Annex Plan	15,000
County COOP Plan	10,000

If the Recipient succeeds in acquiring services and completing the prescribed planning for less than the budgeted amounts, then it must notify the Department and request authorization to apply unexpended funds to the project and identify their proposed use. Any funds identified in the Proposed Budget for the development of the County Terrorist Incident Response Annex not needed for Annex development will be used for COOP planning in accordance with this Scope of Work. Unexpended COOP funds may be applied to enhance the project through development of additional Plans beyond the six critical services for Nassau County.

II. Scope of Work

The Recipient shall develop a County Terrorism Annex Plan and a County Continuity of Operations (COOP) Plan applying the standards outlined under the Plan Development Guidelines provided in Section V. **Development of these Plans shall be completed no later than October 17, 2003.**

- A. **Nassau County Terrorism Incident Response Plan Annex to the Nassau County Comprehensive Emergency Management Plan (CEMP).** This will be the guiding document for responding to terrorist incidents, including those involving Weapons of Mass Destruction

(WMD). The Annex will be designed in accordance with Regional, State, and Federal Plans, guidance and requirements. The Annex will address the roles and responsibilities of all appropriate agencies in the event of a terrorist incident. The Annex will be organized in accordance with, and contain at a minimum, the information outlined in the Federal Emergency Management Agency (FEMA) Planning Guidance. Copies of the FEMA Planning Guidance, State Plan, and Regional Template are provided on Compact Disk, attached hereto as Attachment F, to serve as guides for developing the Nassau County Terrorism Incident Response Plan Annex.

- B. **Nassau County COOP Plan.** This Plan is to ensure the execution of County mission essential functions without interruption in the event of any emergency or event. The COOP Plans shall be designed using an all-hazards approach which includes localized acts of nature, accidents, technological and/or terrorist related incidents. To provide for the citizens of Nassau County, COOP planning will address six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911 Communications, EMS/Ambulance, Public Works/Engineering. The Plans shall be developed in accordance with the Continuity of Operations Implementation Guidance, dated September 9, Chapter No. 2002-43, Florida Law, and the Division of Emergency Management's training course entitled Continuity of Operations: Elements of Viability. Copies of these documents are provided on Compact Disk, attached hereto as Attachment F, to serve as guides for developing COOP Plans for Nassau County.

III. Eligible Expenses

Funding must be used for planning that will assist States, Territories, Indian tribal governments and local governments in preparedness for, and consequence management of, possible terrorist attacks and for other purposes. Funds may be used for:

- A. Development or enhancement of local continuity of operations plans and terrorist incident response annexes.
- B. Development or enhancement of supporting documents such as Standard Operating Procedures and Risk Assessments.
- C. Training related to the development or enhancement of emergency operations and strategic plans.
- D. Conducting workshops or other training for local governments related to the development or enhancement of emergency operations and strategic plans.
- E. Hiring personnel or contract support that directly support the accomplishment of these tasks.

IV. Ineligible Expenses

Funding **cannot** be used for:

- A. Training not directly related to development or enhancement of emergency operations and strategic plans.
- B. Operational training of first responders.
- C. Exercises of any kind or size.
- D. The purchase of equipment.
- E. To supplant existing Federal, State, or local government funding or existing planning programs.

V. Plan Development

- A. **Nassau County Terrorism Incident Response Plan Annex.**

1. Provide specific local, regional and state agencies that will be involved in the development of the Nassau County Terrorism Annex. For example:

- Local Fire Departments
- Local Law Enforcement Agencies
- Local Correctional Facilities
- Local Health Care Providers
- Local Public Works Agencies
- Local Emergency Management Agencies
- State of Florida
- Federal Agencies
- Not-for-Profit Agencies
- Other Agencies as Necessary

2. Establish how and when the development of the Nassau County Terrorism Incident Response Plan Annex will be completed, including projected dates and goals. This may be done in the form of a project timeline.
3. Develop a current County Terrorism Incident Response Plan Annex in accordance with Regional, State and Federal Plans utilizing FEMA planning guidance provided and submit a draft Annex to the Department for review prior to the finalization in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
4. Submit the final version of the Nassau County Terrorism Incident Response Plan Annex to the Department in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
5. Incorporate the Terrorism Incident Response Plan Annex into the Nassau County CEMP.

B. Nassau County COOP Plans for six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911 Communications, EMS/Ambulance, Public Works/Engineering.

1. Prepare and employ a Strategy and Program Management Plan to coordinate activities and ensure consistent COOP Plan development. This Plan should include project milestones and may be prepared in the form of a project timeline or Gantt Chart.
2. Analyze capabilities and vulnerabilities for each of the six County critical services.
3. Review internal Plans and policies general to County operations and specific to each of the six County critical services.
4. Identify codes and regulations with an impact on planning process and plan development general to County operations and specific to each of the six County critical services.
5. Design COOP Plans for each of the six County critical services to:
 - a. Ensure that the County is prepared to respond to emergencies, recover from them, and mitigate against their impacts.
 - b. Assure that the County is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.

- c. Provide a means of information coordination to the County government to ensure uninterrupted communication within the internal organization of the County and externally to all identified critical customers.
 - d. Provide timely direction, control, and coordination to the County leadership and other critical customers before, during, and after an event or upon notification of a credible threat.
 - e. Establish and enact time-phased implementation procedures to activate various components of the Plan to provide sufficient operational capabilities relative to the event or threat thereof for the County.
 - f. Facilitate the return of County government to normal operating conditions as soon as practical based on circumstances and the threat environment.
 - g. Ensure that the County's COOP Plan is viable and operational, and that it remains compatible with Florida's Comprehensive Emergency Management Plan.
6. Utilize essential elements of viability to ensure a baseline of preparedness across the full range of potential emergencies. The Plans shall address the following elements:
 - a. Plans and procedures
 - b. Mission essential functions
 - c. Delegations of Authority
 - d. Orders of Succession
 - e. Alternate Facilities
 - f. Interoperable Communications
 - g. Vital Records and Databases
 - h. Logistics and Administration
 - i. Personnel Issues and Coordination
 - j. Security
 - k. Test, Training, and Exercise
 - l. Program Management
7. Develop a concept of operations for the COOP Plans which can:
 - Be maintained at a high level of readiness;
 - Be capable of implementation both with and without warning;
 - Be operational no later than 12 hours after activation;
 - Maintain sustained operations for up to 30 days; and,
 - Take maximum advantage of existing County infrastructures.
8. Prepare COOP Plans which assign responsibilities, establish procedures, and focus on the following objectives:
 - Ensure the safety of personnel and visitors;
 - Provide for the ability to continue essential operations;
 - Contain provisions for the protections of critical equipment, records, and other assets;
 - Maintain efforts to minimize damage and losses;
 - Contain provisions for an orderly response and recovery from any incident;
 - Serve as a foundation for the continued survival of leadership; and,
 - Assure compliance with legal and statutory requirements.
9. Utilize a time-phase operational approach to include Activation, Alternate Operations, and Reconstitution and Termination.

10. Submit COOP Plan outlines for each of the six critical services to the department for review in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
11. Submit draft COOP Plans for each of the six critical services to the department for review in accordance with the Reporting Schedule, Section VII. of this Scope of Work.
12. Submit final versions of COOP Plans for each of the six critical services to the Department in accordance with the Reporting Schedule, Section VII. of this Scope of Work.

VI. Reporting Requirements and Reimbursement

- A. Quarterly Reports shall be submitted for each Plan in accordance with this Agreement and Section VII, Reporting Schedule, of this Scope of Work using the corresponding Quarterly Report Form provided for each Plan, attached hereto as Attachment C. The Quarterly Reports are due to the Department no later than the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative closeout report. The Quarterly Report shall provide the status of documentation requirements in accordance with the Plan Development (Section V.) of this Scope of Work, as well as a breakdown of the project finances used for each Plan.
- B. Reimbursement may be requested on a quarterly basis as needed, and will be based on activities and expenses as reported in accordance with the Reporting Schedule, Section VII of this Scope of Work. Funds will be reimbursed upon submission of the corresponding Quarterly Report, Attachment C, and the submission of an approved Financial Report/ Reimbursement Request for payment, Attachment E. Funds are to be expended in accordance with the Budget and Scope of Work. **Final Reimbursement Requests shall be received by the Department no later than November 17, 2003.**
- C. A full accounting for the expenditure of the \$25,000 will be contained in the Final Closeout Report (Attachment D), which is due 30 days after the termination of this Agreement or upon completion of the activities contained in this Agreement, and **prior to final disbursement of funds under this Agreement.**

VII. Reporting Schedule

- A. **First Quarter Report**, provide at a minimum:
 1. Nassau County Terrorism Incident Response Plan Annex:
 - a. Agency List for the development of the Nassau County Terrorism Incident Response Plan Annex.
 - b. Project Timeline for the development of the Nassau County Terrorism Incident Response Plan Annex.
 - c. Estimated Budget Plan for the development of the Nassau County Terrorism Incident Response Plan Annex.
 - d. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.
 2. Nassau County COOP Plans:

- a. Agency List for the development of the Nassau County COOP Plans for the six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911 Communications, EMS/Ambulance, Public Works/Engineering.
- b. Strategy and Program Management Plan for the Nassau County COOP Plans.
- c. Estimated Budget Plan for the Nassau County COOP Plans.
- d. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.

B. Second Quarter Report, provide at a minimum:

1. Nassau County Terrorism Incident Response Plan Annex:

- a. Updated Project Timeline for the development of the Nassau County Terrorism Incident Response Plan Annex.
- b. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.

2. Nassau County COOP Plans:

- a. County Capability Analysis and Vulnerability Assessment for the six critical services.
- b. County Internal Review Results to include list of Authorities and References.
- c. Outline for County COOP Plans for the six critical services.
- d. Updated Strategy and Program Management Plan for the Nassau County COOP Plans.
- e. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.

C. Third Quarter Report, provide at a minimum:

1. Nassau County Terrorism Incident Response Plan Annex:

- a. Draft Nassau County Terrorism Incident Response Plan Annex.
- b. Updated Project Timeline for the development of the Nassau County Terrorism Incident Response Plan Annex.
- c. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.

2. Nassau County COOP Plans:

- a. Draft Nassau County COOP Plans for the six critical services.
- b. Updated Strategy and Program Management Plan for the Nassau County COOP Plans.
- c. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.

D. Fourth Quarter Report, provide at a minimum:

1. Nassau County Terrorism Incident Response Plan Annex:

- a. Final Version of the Nassau County Terrorism Incident Response Plan Annex.
- b. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.

2. Nassau County COOP Plans:

- a. Final Version of the Nassau County COOP Plans for the six critical services.
- b. Reimbursement request for funds expended during reporting quarter, with supporting backup documentation, including copies of vendor invoices, cancelled checks and purchase orders.

E. Final Closeout Report, provide at a minimum:

1. Nassau County Terrorism Incident Response Plan Annex:

- a. Any applicable documentation to substantiate incorporation of Terrorism Incident Response Plan Annex into the Nassau County Comprehensive Emergency Management Plan.
- b. Closeout Financial Documentation.

2. Nassau County COOP Plans:

- a. Any applicable documentation to substantiate integration of COOP Plans for six critical services into the Nassau County Comprehensive Emergency Management Plan.
- b. Closeout Financial Documentation.

Attachment C

Quarterly Reports

**County Terrorism Incident Response Plan Annex
Quarterly Progress Report**

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Quarter Reporting: _____ First
 _____ Second
 _____ Third
 _____ Fourth

Grantee: Nassau County BOCC

Agreement #: 03-FT-1B-04-55-01-

Date Report Submitted: _____

- I. **Project Finances:** Include the dates of each report period as specified in the "From/To" column. Enter the amount of funds expended in each budget category during the period (figures should be consistent with invoice amounts).

Reporting Quarter	From/To	Salary	Contractual Services	Training/ Workshop	Printing	Supplies (specify)	Other (specify)	Totals
1								
2								
3								
4								
FINAL								
Totals								

- II. **Project Finance Narrative:** Include a brief summary of financial activity during the period as well as an explanation of expenses charged to the "Other" category.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

III. Project Activity Narrative: Quarterly status reporting comments should be thorough and include, but not be limited to, a discussion of significant events or milestones (both success and problems), circumstances affecting completion dates, and any special issues that should be reported on. Provide documentation below and include attachments as appropriate to justify request for reimbursement of funds expended during reporting quarter. Attach agendas from meetings and training/workshops, if appropriate.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

County COOP Plan Quarterly Progress Report

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Quarter Reporting: _____ First
 _____ Second
 _____ Third
 _____ Fourth

Grantee: Nassau County BOCC

Agreement #: 03-FT-1B-04-55-01-

Date Report Submitted: _____

- I. Project Finances: Include the dates of each report period as specified in the "From/To" column. Enter the amount of funds expended in each budget category during the period (figures should be consistent with invoice amounts).

Reporting Quarter	From/To	Salary	Contractual Services	Training/ Workshop	Printing	Supplies (specify)	Other (specify)	Totals
1								
2								
3								
4								
FINAL								
Totals								

- II. Project Finance Narrative: Include a brief summary of financial activity during the period as well as an explanation of expenses charged to the "Other" category.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

- III. Project Activity Narrative: Quarterly status reporting comments should be thorough and include, but not be limited to, a discussion of significant events or milestones (both success and problems), circumstances affecting completion dates, and any special issues that should be reported on. Provide documentation below and include attachments as appropriate to justify request for reimbursement of funds expended during reporting quarter. Attach agendas from meetings and training/workshops, if appropriate.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

Attachment D
Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Final Closeout Report

Grantee: Nassau County BOCC

Agreement #: 03-FT-1B-04-55-01-

Agreement Amount: \$25,000

Date Report Submitted: _____

Agreement Period: _____

- 10/17/03

Funds Received by Recipient from Department Under This Agreement

(corresponds with Project Finances section of Quarterly Reports submitted)					(corresponds with Reimbursement Requests)	
Cost Categories	(1) Annex Expenditures	(2) County COOP Plan	Total Expenditures (1+2)		Date/ Recipient's Invoice #	(3) Amount
Salary				1		
Contractual Services				2		
Training/ Workshop				3		
Printing				4		
Supplies				5		
Other				6		
TOTALS				7	Total	

Agreement Amount	\$25,000
Less Total Funds Received Under This Agreement (column 3, line 7)	
Balance of Agreement (unused funds to be deobligated)	

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement.

Signed: _____

Recipient Contract Manager or Financial Officer

Date: _____

Recipient's Invoice Number: _____

Financial Report/Reimbursement Request

Nassau County BOCC

03-FT-1B-04-55-01-

To: Florida Department of Community Affairs
Division of Emergency Management

Date Prepared: _____

From: _____

Work Completed: *(paraphrase the information provided on the Quarterly Report)*

Total Contract Award	<u>\$25,000</u>
Total Expenditures to Date	_____
Amount of this Invoice	<u> </u>
Amount remaining on Contract	_____

Original Signature

FEID Number

****TO BE COMPLETED BY DEPARTMENT****

Date Invoice Received:	_____
Date Project Received:	_____
Date Project Reviewed:	_____
Date Project Approved:	_____

Contract Manager

Date



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



MEMO

TO: Tom Kochheiser, Director

FROM: Nancy Freeman, Deputy Director of Emergency Management *NF*

DATE: 1/30/03

RE: Federally Funded Subgrant Agreement (Terrorism Annex and Continuity of Operations)

The above referenced grant package has been received from the State of Florida and is ready to submit to the Board of County Commissioners for approval. (See Agenda Request form attached.)

The grant amount is \$25,000, which includes \$15,000 for development of a Terrorism Incident Response Plan and procedures to be incorporated into the CEMP, and \$10,000 for development of a Continuity of Operations plan for six governmental service functions:

- Fire/Rescue
- Police/Sheriff
- Emergency Management
- 911 Communications
- EMS/Ambulance
- Public Works/Engineering

The grant period begins with execution of the Agreement by both parties and ends October 17, 2003. No extension will be granted.

This is a cost reimbursement contract with no local match requirement.

Staff recommends contracting services to a consultant in order to maximize use of the contract funds and meet the required deadline for both plans.

Agenda Request For: BOCC meeting – February 12, 2003

Department: Emergency Services/Emergency Management Division

Background: This is a \$25,000 one-time Federally Funded Grant Agreement for a County Terrorism Annex Plan and County Continuity of Operations Plan (Contract #03-FT-1B-04-55-01-___). The project includes development of local plans to include both a Terrorism Incident Response Annex, and a Continuity of Operations Plan for continuation of vital government services during a disaster event in six critical areas: Fire/Rescue, Police/Sheriff, Emergency Management, 911 Communications, EMS/Ambulance, and Public Works/Engineering. The grant period will begin when executed by both parties, and end October 17, 2003. There will be no extension of the grant. This is a required plan and is to be incorporated into the Nassau County Comprehensive Emergency Management Plan.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: The financial impact from this contract will be minimal. There is no match requirement. Future budget impact will be minimal and will result from plan updates and training. This project will enhance preparedness, response, recovery and mitigation related to potential terrorism and all-hazard incidents. In addition, it will develop coordinated procedures to ensure continuity of vital County services without interruption during any type of disaster event.

Action requested and recommendation: Staff recommends approval of this grant by the Board of County Commissioners; and, because the original FEMA timeline for this project has been moved forward to October 17, 2003, and in order to maximize use of grant funds, we request permission to use these funds to contract services to a consultant.

Is this action consistent with the Nassau County Comprehensive Land use Plan?
This project has no impact on land use policies or plans.

Funding Source: This is a one-time \$25,000 Federally-funded Domestic Security grant through the State of Florida. It is a cost-reimbursement contract with no local match requirement.

Reviewed by:

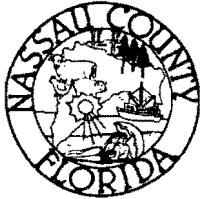
Legal

Finance

Coordinator

• 2003 F.M.S. Monis
This and comply
4/11/03 requirements

Approved Deputy
Director of Emerg. Mgmt
to bring recommendation
back to Board re
consultant before approving
plan agreement.



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



MEMO

TO: Connie, Clerk of Court's Office

FROM: Nancy Freeman, Deputy Director, Emergency Management *NF*

DATE: 2/14/03

RE: Replacement page – Federally Funded Subgrant Agreement for Terrorism Annex and Continuity of Operations Plans

The original Agreement that the Florida Department of Community Affairs sent for the above referenced project contained a paragraph in the Scope of Work that should have been omitted.

Attached are 4 copies of the replacement page 22 that is revised to delete the second paragraph under 11. Scope of Work. Please substitute these corrected pages for original page 22 in each copy.

Thanks for your assistance.

*Change out
page (i) in
original
Nancy to address
3/24*

2/24/03

Attachment B

Budget and Scope of Work

I. Proposed Budget

Category	Anticipated Expenditure Amount
Salary	\$
Contractual Services	\$
Training/Workshop	\$
Printing	\$
Supplies	\$
Other	\$
Total Contract Funds	\$ 25,000

The Recipient shall develop a County Terrorism Annex Plan and a County Continuity of Operations (COOP) Plan using the funding indicated below. At each quarterly reporting period, the Recipient shall provide a breakdown of the project finances used for each Plan using the corresponding Quarterly Report Forms, Attachment C, of this Agreement.

County Terrorism Annex Plan	15,000
County COOP Plan	10,000

If the Recipient succeeds in acquiring services and completing the prescribed planning for less than the budgeted amounts, then it must notify the Department and request authorization to apply unexpended funds to the project and identify their proposed use. Any funds identified in the Proposed Budget for the development of the County Terrorist Incident Response Annex not needed for Annex development will be used for COOP planning in accordance with this Scope of Work. Unexpended COOP funds may be applied to enhance the project through development of additional Plans beyond the six critical services for Nassau County.

II. Scope of Work

The Recipient shall develop a County Terrorism Annex Plan and a County Continuity of Operations (COOP) Plan applying the standards outlined under the Plan Development Guidelines provided in Section V. **Development of these Plans shall be completed no later than October 17, 2003.**

The following COOP Plans will receive priority for the County: Continuity of Government Plan for County Commission, Continuity of Government Plan for County Court System, COOP Plans for any agency serving as Primary Agency in the County's Comprehensive Emergency Management Plan.

- A. **Nassau County Terrorism Incident Response Plan Annex to the Nassau County Comprehensive Emergency Management Plan (CEMP).** This will be the guiding document for responding to terrorist incidents, including those involving Weapons of Mass Destruction

Nassau




NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



MEMO

TO: Mike Mullin, County Attorney

FROM: Nancy Freeman, Deputy Director, Emergency Management 

DATE: 3/17/03

SUBJECT: Request for Contract Review - Agenda Item for 4/9/03

On 2/24/03, a request was presented by this office to the Board of County Commissioners for approval of a Federally Funded Subgrant Agreement from the State of Florida, Department of Community Affairs for \$25,000 for development of Terrorism and Continuity of Operations Plans for Nassau County. The Board asked Emergency Management staff to obtain information regarding consultants who were qualified and able to perform the scope of services outlined in the Agreement, and bring this information back to the Board with staff recommendation.

The Northeast Florida Regional Planning Council has indicated their interest in performing the scope of work and has the qualifications and resources to do so. A draft Memorandum of Agreement has been developed with the NEFRPC and is attached for your review. A copy of the Agreement with the State of Florida is also attached for reference.

Please review the attached draft agreement and return your comments to my attention.

Thank you.

Attachments:

- (1) Agenda Request for 4/9/03
- (2) Memorandum of Agreement (DRAFT) between Nassau County and NEFRPC
- (3) Grant Agreement between State of Florida and Nassau County

Cc: Tom Kochheiser, Director
Walt Gossett, County Coordinator

03 MAR 18 AM 8:45
COUNTY ADMINISTRATIONS
OFFICE



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

RECEIVED
3/21/03

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

MEMORANDUM

TO: Tom Kochheiser, Emergency Services Director

FROM: Walt Gossett, County Coordinator

SUBJECT: Request for Contract Review – Agenda Item for 4/9/03

DATE: March 20, 2003

Dictated but not proof read by
Walt Gossett - Mailed in his
absence to avoid delay. *WAG*

The above referenced contract should have gone to Joyce Bradley to circulate for review. I will forward it to her, but in the future, please send any contracts or agreements to Joyce directly.

Thank you.

ADD & REAC.

t. [unclear] [unclear]
5/11/03

cc: Mike Mullin, County Attorney
Joyce Bradley
Lisa Gregory

See [unclear]



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

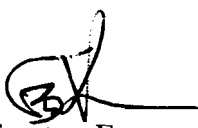

OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



MEMO

TO: Management Committee

FROM: Tom Kochheiser, Director 
Nancy Freeman, Deputy Director, Emergency Management 

DATE: 3/25/03

SUBJECT: Agenda Request for 4/9/03

The attached documents are submitted for review by the Management Committee, with an Agenda Request for the April 9, 2003 Board of County Commissioners meeting.

On 2/24/03, Nassau County Emergency Management requested BOCC approval of a Federally Funded Subgrant Agreement from the State of Florida, Department of Community Affairs for \$25,000 for development of Terrorism and Continuity of Operations Plans for Nassau County. The Board asked Emergency Management staff to obtain information regarding consultants who were qualified and able to perform the scope of services outlined in the Agreement, and bring this information back to the Board with staff recommendation.

At the 2/24/03 Board meeting, the Commissioners inquired whether the Northeast Florida Regional Planning Council would be able to subcontract with the County to perform the scope of work. At that time, they had not indicated that they had the current capabilities to do so. Since that meeting, the Regional Planning Council has indicated their interest in performing the scope of work and now has staffing resources to perform the work. A Memorandum of Agreement has been developed with the Regional Planning Council and is attached for your review. A copy of the Agreement with the State of Florida is also attached for reference.

NEW DEADLINE: Please note, we were given notice on 3/25/03 that the State has received a six-month extension for the Federal Grant Performance Period. This means that the County will have the opportunity to extend the contract an additional six months to complete the scope of work, contingent on a signed modification. The authority that grants this six-month extension is a "FULLY EXECUTED MODIFICATION FOR TIME EXTENSION TO THE EXISTING AGREEMENT." The new deadline will be April 16, 2004.

We request review of both the Agreement with the State of Florida, and the Memorandum of Agreement with the Northeast Florida Regional Planning Council, and recommend approval of both Agreements to perform the Scope of Work.

Attachments:

- (1) Agenda Request for 4/9/03
- (2) Memorandum of Agreement (DRAFT) between Nassau County and NEFRPC
- (3) Federally Funded Grant Agreement between State of Florida and Nassau County



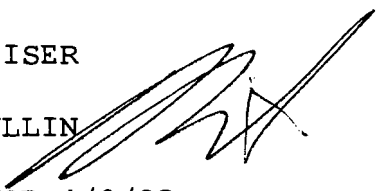
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

M E M O R A N D U M

TO: THOMAS KOCHHEISER

FROM: MICHAEL S. MULLIN 

SUBJECT: AGENDA ITEM FOR 4/9/03

DATE: March 26, 2003

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

I have reviewed the Memorandum of Agreement between Nassau County and the NEFRPC and have the following changes:

1. Paragraph 1.00, Staff Services - please add to the end of the Paragraph: "Council shall be responsible for all requirements set forth in the Agreement between DCA and the County and shall hold the County harmless therefrom".

2. Paragraph 4.04 should read: "When the Clerk has approved the invoice, a check will be issued by the County to the Council."

3. Paragraph 13.00, Audit and Inspection - in the first sentence add "and the Clerk" after "the County".

If you have any questions, please call.

/am

cc: Management Committee
Walt Gossett
~~Joyce Bradley~~
Lisa Gregory

(904) 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer




NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
OFFICE OF EMERGENCY MANAGEMENT

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490



MEMO

TO: Joyce Bradley, Clerk's Office

FROM: Nancy Freeman, Deputy Director of Emergency Management 

DATE: 3/31/03

RE: Corrected Copy - Terrorism/COOP Agreement with Northeast Florida
Regional Planning Council

The attached document is a corrected copy of the above referenced Agreement, with requested changes from Mr. Mullin. The original was submitted on 3/25/03 with an Agenda Request for 4/9/03. Please replace this corrected copy for the original.

Thank you.

Cc: Tom Kochheiser

Agenda Request For: April 9, 2003

Department: Department of Emergency Services: Emergency Management

Subject: Terrorism/Continuity of Operations -Contract for Services with Northeast Florida Regional Planning Council

Fund: [Grant Account]

Background: An Agreement with the State of Florida for a \$25,000 one-time grant for developing a Terrorism Plan and a Continuity of Operations Plan for six critical services was presented to the Board of County Commissioners at the February 24, 2003 meeting. Commissioners asked Emergency Management staff to obtain information regarding consultants who were qualified and available to perform the scope of services outlined in the Agreement, and bring this information back to the Board with staff recommendation. The Northeast Florida Regional Planning Council has indicated their interest in contracting for this project, and has the qualifications, capability and resources to complete the project within the allotted timeframe. NOTE: FEMA has approved an extension of the State's grant performance period. The County may extend its contract with the Department of Community Affairs to April 16, 2004, with fully execution of the modification to the contract.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: This project will enhance the level of preparedness and response to potential incidents involving terrorism or the threat of terrorism. In addition, it will support and complement existing emergency management plans and operational procedures for all-hazards. Planning goals will identify and develop procedures to more efficiently coordinate the use of county resources in disaster events.

Action requested and recommendation: Emergency Management staff recommends approving the Agreement with the State of Florida for \$25,000, and sub-contracting with the Northeast Florida Regional Planning Council for \$23,750 to perform the Scope of Services defined in Attachment A of the Sub-Contract Agreement. (A 5% administrative fee will cover the costs incurred by Emergency Management for managing the project, and compiling and submitting required progress and financial reports to the Department of Community Affairs.)

Is this action consistent with the Nassau County Comprehensive Land use Plan?
This project has no impact on land use policies or plans.

Reviewed by:

Legal

Finance

Coordinator

CO-1118-20 PM 1:12

CO-1118-20 PM 1:12

MEMORANDUM OF AGREEMENT

BETWEEN

NASSAU COUNTY, FLORIDA

AND

THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

**MODIFICATION #2 TO TERRORISM ANNEX/CONTINUITY OF
OPERATIONS PLANNING AGREEMENT**

This modification is made and entered into by and between Nassau County (hereinafter referred to as the "County") and the Northeast Florida Regional Planning Council (hereinafter referred to as the "Council"), to modify the Agreement dated April 17, 2003 (the "Agreement"), and modified on July 14, 2003 (Modification #1).

WHEREAS, the County entered into a contract with the State of Florida, Department of Community Affairs (hereinafter referred to as the "Department"), Contract Number 03-FT-1B-04-55-01-364, CFDA Number 83.562), to develop the County Terrorism Annex Plan and County Continuity of Operations (COOP) Plan;

WHEREAS, the federal funding was released for this project on December 17, 2002, and due to the short time frame originally provided by the 2002 Federal Emergency Management Agency (FEMA) Supplemental Planning Grant to award sub-grants and achieve the objective outlined in the Scope of Work, the Department immediately requested an extension of the Grant from FEMA, which was subsequently approved for an additional period of six month;

WHEREAS, the Department will allow an extension of the contract period in order to allow time to achieve the objectives outlined in the Scope of Work;

NOW, THEREFORE, the parties agree to modify the above-referenced Agreement as follows:

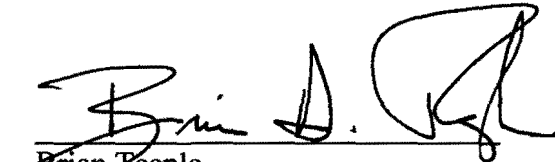
- A. Section 3: changes the written dollar amount of the contract to be consistent with the numerical dollar amount (\$23,750.00).
- B. Section 4: changes the percentage of payment for the second contract period from 50% to 25%, and adds "25% at the end of the fourth contract period".

C. Attachment A: Scope of Services:

1. Deadlines: Replaces October 1, 2003 with March 15, 2004 to be consistent with the closing date of the contract (See Section 2).
2. Contract Periods and Deliverables: Identifies specific dates for contract periods; and re-organizes and expands upon the definition of the deliverables to be consistent with the Contract between the County and the Department.

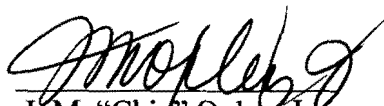


Vickie Samus
Chairman, Nassau County, Florida
Board of County Commissioners



Brian Teeple
Executive Director
Northeast Florida Regional Planning Council

ATTEST:



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

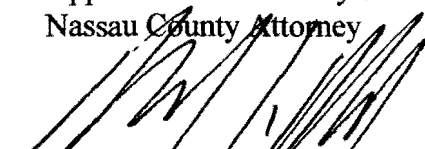
ATTEST:



DATE: September 8, 2003

DATE: 9/18/03

Approved as to form by the
Nassau County Attorney



Michael S. Mullin

MEMORANDUM OF AGREEMENT

BETWEEN

NASSAU COUNTY, FLORIDA

AND

THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

**MODIFICATION #1 TO TERRORISM ANNEX/CONTINUITY OF
OPERATIONS PLANNING AGREEMENT**

This modification is made and entered into by and between Nassau County (hereinafter referred to as the "County") and the Northeast Florida Regional Planning Council (hereinafter referred to as the "Council"), to modify the Agreement dated April 17, 2003 (the "Agreement").

WHEREAS, the County entered into a contract with the State of Florida, Department of Community Affairs (hereinafter referred to as the "Department"), Contract Number 03-FT-1B-04-55-01-364, CFDA Number 83.562), to develop the County Terrorism Annex Plan and County Continuity of Operations (COOP) Plan;

WHEREAS, the federal funding was released for this project on December 17, 2002, and due to the short time frame originally provided by the 2002 Federal Emergency Management Agency (FEMA) Supplemental Planning Grant to award sub-grants and achieve the objective outlined in the Scope of Work, the Department immediately requested an extension of the Grant from FEMA, which was subsequently approved for an additional period of six month;

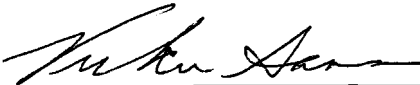
WHEREAS, the Department will allow an extension of the contract period in order to allow time to achieve the objectives outlined in the Scope of Work;.

NOW, THEREFORE, the parties agree to modify the above-reference Agreement as follows:

- A. All references in the Agreement to the ending date shall reflect the new date of March 15, 2004.
- B. Paragraph 1 (Deadlines) of Attachment A (Scope of Services) is amended to read as follows:

"Completion of the COOP and Terrorism Annex shall be on or before March 15, 2004."

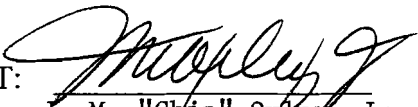
- C. The First Contract Period is amended from the "First 60 days" to "Upon full execution of the contract and prior to August 31, 2003".
- D. The Second Contract Period is amended from "60 - 150 days" to "September 1, 2003 to January 31, 2004".
- E. The Third Contract Period is amended from "150 days to October 1 or 14 days prior to the end of the contract" to "February 1 to March 15, 2004".
- F. Section 3 of Attachment A shall be modified to reflect the changes in contract periods



Vickie Samus
Chairman, Nassau County, Florida
Board of County Commissioners

Brian Teeple
Executive Director
Northeast Florida Regional Planning Council

ATTEST: _____


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

ATTEST: _____

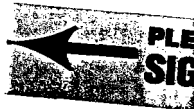
DATE: _____

7-14-03

DATE: _____

Approved as to form by the
Nassau County Attorney


Michael S. Mullin



RECEIVED
CLERK'S
FINANCIAL SERVICES
NASSAU COUNTY, FL.

MEMORANDUM OF AGREEMENT

2003 MAY -6 P 12:50

BETWEEN

NASSAU COUNTY, FLORIDA

AND

THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

NASSAU COUNTY
EMERGENCY MANAGEMENT
2003 APR 15 AM 8:06

This Agreement entered into on the date specified herein by and between Nassau County, Florida, hereinafter referred to as the "County" and the Northeast Florida Regional Planning Council, hereinafter referred to as the "Council." The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in the development of the Nassau County "County Continuity of Operations Plan" (COOP) and Terrorism Annex to the Comprehensive Emergency Management Plan.

It is hereby declared to be in the public interest and the purpose of this Agreement that the County and the Council jointly pledge their intention to cooperatively seek to undertake, perform and complete the technical studies required to complete the COOP and Terrorism Annex in accordance with state and federal regulations.

NASSAU COUNTY
EMERGENCY MANAGEMENT
2003 JUN 10 PM 1:39

Specific areas of agreement to coordinate respective activities are as follows:

1.00 STAFF SERVICES

The Council shall provide all staff services to the County for the COOP and Terrorism Annex compilation as identified in Attachment A and made part of this agreement. The Council shall be bound by the Agreement with the County and requirements of the Florida Department of Community Affairs (DCA) specified in DCA contract number 03-FT-1B-04-55-01-____. Council shall be responsible for all requirements set forth in the Agreement between DCA and the County and shall hold the County harmless therefrom.

2.00 ACCOMPLISHMENT OF THE PROJECT

A CERTIFIED TRUE COPY

J. M. O'Leary Jr.
EX-OFFICIO, Clerk to the Board of County Comm.
Nassau County, Florida
Deputy Clerk

The Council shall commence and complete the project with all practical dispatch and in accordance with the provisions herein. The Agreement shall begin on the last day of signing and shall end on March 15, 2004. This Agreement shall be extended without further action if the County Agreement with DCA Paragraph 1.00 is extended.

3.00 COMPENSATION

Compensation to the Council shall be an amount of twenty-five thousand dollars (\$23,750.00).

4.00 METHOD OF PAYMENT

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

The Council will adhere to the following procedures in requesting payment for its services under this Agreement:

- 4.01 Payment to the Council shall be as identified in Attachment A of this Agreement.
- 4.02 The invoice will be signed by the Primary Contact Person or a finance official of the Council as to its correctness.
- 4.03 The invoice will be accompanied by a progress report and a financial statement.
- 4.04 When the Clerk has approved the invoice, a check will be issued by the County to the Council.
- 4.05 The County may withhold payment until questions of accuracy and correctness are cleared up to the satisfaction of the County.

5.00 WORK PRODUCTS

The Council shall provide one printed copy and digital information (compact disc or similar) of the COOP and Terrorism Annex to the County consistent with Attachment B, Part II. A. and B, Part V.A and B. Part VI, and Part VII of the DCA contract with the County. The Council will not be responsible for contract maintenance between DCA and the County.

6.00 COOPERATION

The following individuals shall be the primary contact persons under this Agreement:

Nassau County --

Mr. Thomas B. Kochheiser - Director

Nassau County Emergency Management

11 N. 14th Street, Suite 12

Fernandina Beach, FL 32034

(904) 491-7550

e-mail: ncem@nassaucountyfl.com

Northeast Florida Regional Planning Council --

Mr. Jeffrey Alexander

Director of Planning Programs

Northeast Florida Regional Planning Council

6850 Belfort Oaks Place

Jacksonville, FL 32216

(904) 279-0880

e-mail: jalex@nefrpc.org

7.00 HOLD HARMLESS

The Council shall be bound by all applicable state and federal laws and regulations. The Council shall also hold harmless the County against all claims of whatever nature arising out of the Council's performance of work under this Agreement, to the extent allowed and required by law.

8.00 TERMINATION

This Agreement may be terminated for reason by the County or the Council by giving written notice to the other party sixty (60) calendar days prior to such termination. If either party is in substantial breach of the Agreement, termination may be made after thirty (30) calendar days written notice.

9.00 ADDITIONAL CONSIDERATIONS

It is not the intent of this Agreement to specify all areas that can or should be effectively coordinated; rather, this Agreement will serve as documentation of minimum compliance with the above sections and more generally to serve as a joint pledge of cooperation realizing the mutual benefit to be derived for effectuating a close and realistic working relationship.

10.00 SUPPLEMENTAL AGREEMENTS

It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the concurrence of the County and the Council, anything to the contrary in this Agreement notwithstanding.

11.00 THIRD PARTY CONTRACTS

Except as otherwise authorized in writing by the County, the Council shall not execute any contract or obligate itself in any other manner with any third party with respect to the project.

12.00 TERMINATION OR SUSPENSION

12.01 Termination or Suspension Generally. If the Council abandons or, before completion, finally discontinues the project or if any other reason, the commencement, prosecution, or timely completion of the project by the Council is rendered improbable, infeasible, impossible, or illegal, the County may, by written notice to the

Council, suspend any or all of its obligations under this Agreement until such a time as the event or condition resulting in such suspension has ceased or been corrected, or the County may terminate any or all of its obligations under this Agreement as specified in the body of the Agreement.

12.02 Action Subsequent to a Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the Council shall proceed promptly to carry out the actions required therein which may include any or all of the following:

(1) necessary action to terminate or suspend, as the case may be, program activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the status of the project cost as well as a proposed schedule, plan, and budget for terminating or suspending and closing out project activities and contracts, and other undertakings the costs of which are otherwise includable as project costs; and, (3) remit to the County such portion of the financing any advance payment previously received as is determined by the County and the Council to be due under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by the County upon the basis of terms and conditions imposed by the County upon failure of the Council to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the Council or the closing out of State financial participation in the project shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

13.00 AUDIT AND INSPECTION

The Council shall permit the County and the Clerk to inspect all work, payrolls, records, invoices, and other relevant data; and to audit the books, records and accounts of the Council pertaining to the development of the project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request.

14.00 NONDISCRIMINATION

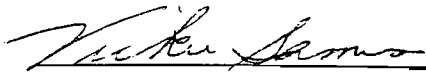
14.01 Compliance with Regulation. The Council shall comply with federal regulation relative to nondiscrimination in federally-assisted programs.

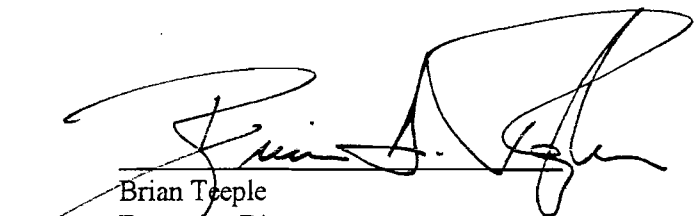
14.02 Nondiscrimination. The Council will not discriminate on the grounds of race, color, religion, sex or national origin.

14.03 Information and Reports. The Council will provide all information and reports required by the regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County and DCA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts it has made to obtain this information.

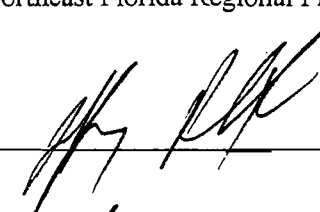
14.04 Sanctions for Noncompliance. In the event of the Council's noncompliance with the nondiscrimination provisions of this Agreement, the County may impose such contract sanctions, as it may determine to be appropriate.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council do hereby enter into this Agreement.


Vicki Samus Vickie Samus
Chairman, Nassau County, Florida
Board of County Commissioners


Brian Teeple
Executive Director,
Northeast Florida Regional Planning Council

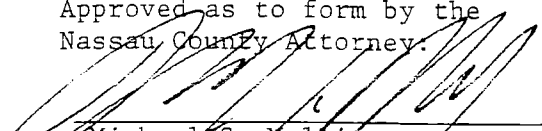
ATTEST: 
J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

ATTEST: 

DATE: 4/4/03

DATE: 4/17/03

Approved as to form by the
Nassau County Attorney.


Michael S. Mullin

Attachment A
Scope of Services
To Develop The
Nassau County Continuity of Operations Plan (COOP) and Terrorism Annex 2003

Northeast Florida Regional Planning Council will provide the following services for Nassau County to meet the requirements of a Department of Community Affairs contract with the County through the federal government to develop the Nassau County Continuity of Operations Plan (COOP) and Terrorism Annex for 2003.

1. Deadlines:

Completion of the COOP and Terrorism Annex shall be on or before October 1, 2003. The documents developed will be provided to Nassau County in a timely manner before this date in order to allow the County to meet its deadline date with the Department of Community Affairs (DCA).

Periodic reports on the progress of the development of the COOP and Terrorism Annex shall be submitted in a timely manner to the contract contact so that submittal to DCA can be achieved.

1st Contract Period (First 60 days):

1. Nassau County Terrorism Incident Response Plan Annex:
 - Agency List
 - Project Timeline for plan development
2. Nassau County COOP Plans:
 - Agency List for the six critical services: Fire/Rescue, Police/Sheriffs, Emergency Management, 911/Communications, EMS/Ambulance, Public Works/engineering.
 - Strategy and program management plan.
 - County Capability Analysis and Vulnerability Assessment for the six critical services.
 - County Internal Review results to include list of Authorities and References.
 - Outline for County COOP plans for the six critical services.

2nd Contract Period (60 – 150 days):

1. Nassau County Terrorism Incident Response Plan Annex:
 - Draft Terrorism Incident Response Plan Annex.
 - Updated Project Timeline for plan completion.
2. Nassau County COOP Plans:
 - Draft COOP Plans for six critical services.
 - Updated Strategy and program management plan for COOP Plans.

3rd Contract period (150 days to October 1 or 14 days prior to the end of contract):

1. Nassau County Terrorism Incident Response Plan Annex:
 - Final version of Terrorism Incident Response Plan Annex.
 - Final invoice request.

2. Nassau County COOP Plans:

- Final Version of the County COOP Plans for the six critical services.
- Final invoice request.

The County shall be responsible for management of its contract with DCA.

2. Work Products:

The Council shall follow the instructions and be responsible for the development of the COOP as specified in the DCA contract Attachment B, Sections II.A and B., V.A and B, and VII, and examples provided in CD Attachment F of the DCA contract. Specific responsibilities on gathering information have been agreed upon, as follows:

A. County Responsible	B. Council Responsible
A.1. Official notification to all applicable parties and those who will be asked to respond as required by the DCA contract of the Council's role in development in the COOP and terrorism annex.	B.1. Notification and information gathering from all fire, law enforcement, county public works, emergency management, 911 center, EMS, Public Health and public school agencies and departments. <ul style="list-style-type: none">• Nassau Co. Fire Rescue and Volunteer Fire Districts• Nassau Co. Emergency Management• Nassau Co. Sheriff's Office• Nassau Co. 911 Center• Nassau Co. Public Health Unit• Nassau Co. School Board• Nassau Co. Public Works• Fernandina Beach Fire Rescue• Fernandina Beach Police Dept.• Fernandina Beach Public Works
A.2. County shall assist where entities identified under B.1. do not provide information in a timely manner, based upon Council notification to the EM director.	B.2. Council shall gather information consistent with Attachment B of the DCA contract for COOP and terrorism annex. This can include attending association meetings, site visits, faxes, e-mails, telephone, or other communications with entities agreed upon.
A.3. County shall assist in the development of the Terrorism Annex specified in Attachment B of the DCA contract under II.A and V.A.	B.3. Council shall be responsible for development of the Terrorism Annex portion of the DCA contract.

A. County Responsible	B. Council Responsible
A.4. Any additional information provided from Emergency Management for the development of the COOP and terrorism annex will be gathered in written or electronic format and submitted to the Council for formation into a single, consistent COOP format.	B.4. Council shall receive information from Nassau County EM, combine with information gathered by Council staff and form a single COOP and terrorism in consistent format.
A.5. County responsible for submittal of quarterly reports as required by County/State contract.	B.5. Develop quarterly progress reports consistent with DCA Attachment B provisions and submit to County in timely manner.
A.6. County responsible for review of draft and final documents, local government approval, submittal to state and negotiations with state.	B.6. Develop final draft and final documents and provide to County for review and submittal to DCA. Provide in hardcopy (one copy) and electronic format (CD or equivalent).

3. 1st Contract Period (First 60 days) - 25%
2nd Contract Period (60 – 150 days) - 50%
3rd Contract period (150 days to March 15 2004 or 14 days prior to the end of contract) - 25%
4. Contract Completion

All deliverables shall be submitted to the County by March 15, 2004

The contract shall be completed by March 15, 2004 in compliance with the DCA/County contract. Payments to the Council will be scheduled based upon the quarterly reports and a final payment made to the Council by May 16, 2004.



Bringing Communities Together

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

May 1, 2003

Nassau County Board of County Commissioners
Office of Emergency Management
C/O Nancy Freeman, Deputy Director
11 North 14th Street, Suite 12
Fernandina Beach, Florida 32034-0490

Dear Ms. Freeman;

Please find enclosed one fully executed copy of the memorandum of agreement between the Northeast Florida Regional Planning Council and Nassau County for the creation and maintenance of the Continuity of Government (COG) and the Continuity of Operations Plan (COOP), and Terrorism Annex to the Comprehensive Emergency Management Plan.

Should you have any questions, please do not hesitate to contact me.

With warm regards,

Lee R. Brown III, Operations Manager
Northeast Florida Regional Planning Council