

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF CONTRACT FOR SERVICES BETWEEN ST. JOHNS COUNTY, AND THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL FOR COMPLETION OF THE STATE HOMELAND SECURITY PROGRAM AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT ON BEHALF OF ST. JOHNS COUNTY

**WHEREAS**, the Northeast Florida Regional Planning Council is charged through the Strategic Regional Policy Plan Emergency Element to provide technical assistance in the preparation, response and recovery from the impacts of disaster to the Northeast Florida Region; and

**WHEREAS**, the Northeast Florida Regional Planning Council has the resources to complete the scope of work, and for that purpose wishes to enter into a Contract with St. Johns County; and

**WHEREAS**, the Contract between the Northeast Florida Regional Planning Council and St. Johns County, Florida, for the completion of a State Homeland Security Program is attached and incorporated as Exhibit **A** to this Resolution; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions, and requirements of the attached Contract; and

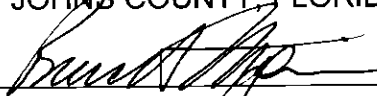
**WHEREAS**, the County has determined that accepting the terms of the attached Contract, and entering into said attached Contract will serve the interests of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

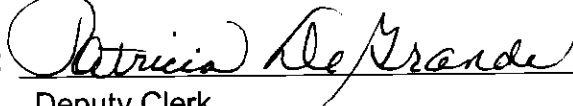
1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.
2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Contract for Services between St. Johns County, Florida, and The Northeast Florida Regional Planning Council for the Completion of the State Homeland Security Program in St. Johns County, and authorizes the County Administrator to execute the Contract on behalf of St. Johns County.

**PASSED AND ADOPTED**, by the Board of County Commissioners of St. Johns County, State of Florida, this 23<sup>rd</sup> day of February, 2005.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Bruce Maguire, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By:   
Deputy Clerk

RENDITION DATE 2-28-05

*[Faint, illegible text or stamp]*

**CONTRACT FOR SERVICES  
BETWEEN  
ST. JOHNS COUNTY  
AND  
THE NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL  
  
FOR  
COMPLETION OF STATE HOMELAND SECURITY GRANT PROGRAM**

This agreement entered into on the date specified herein by and between St. Johns 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 Contract Agreement is to provide the basis under which the County and Council agree to cooperate in the completion of the 2005 State Homeland Security grant program.

**WHEREAS**, The Northeast Florida Regional Planning Council is charged through the Strategic Regional Policy Plan Emergency Management Element to provide technical assistance in the preparation, response and recovery from the impacts of disaster events to the Northeast Florida region.

**WHEREAS**, It is hereby declared to be in the public interest and the purpose of this Contract Agreement that the County and the Council jointly pledge their intention to cooperatively seek to undertake, perform and complete the, task and technical studies required to complete the 2005 State Homeland Security grant program in accordance with state and federal regulations.

**NOW THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

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

**ARTICLE 1  
SCOPE OF SERVICES**

The NEFRPC shall furnish the necessary personnel, materials, services and facilities (except as otherwise provided herein) and shall do all things necessary for or incident to the performance of work and services set forth in this Agreement and in the Scope of Services attached hereto and incorporated by reference as Attachment A of this agreement.

The Agreement shall begin on the last day of signing and shall end September 30, 2005. The Agreement shall be extended without further action if the County Agreement with the Department of Community Affairs is extended.

The Council shall provide all staff services to the County for the 2005 State Homeland Security grant program 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 ~~05DS-04-65-01~~.

The Council shall commence and complete the project with all practical dispatch and in accordance with the provisions herein.

**ARTICLE II  
COMPENSATION AND METHOD OF PAYMENT**

Compensation to the Council shall be an amount of \$ 100,375.00

<b>Project Category</b>	<b>Funding Amount</b>
Local Planning	\$ 68,391
Local exercises	\$ 13,903
All Discipline Training	\$ 18,081
<b>Total</b>	<b>\$100,375</b>

The County will pay compensation at the end of each contractual period (three months) based on completion of activities identified in the scope of work (Attachment A). The submission of all deliverable 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 contract amount at the end of the first quarter, 25% at the end of the second quarter, and 25% at the end of the third quarter, and 25% at the end of final contract period. The Council following submission of Quarterly Reports shall initiate invoices.

**ARTICLE III  
INDEPENDENT CONTRACTOR**

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

**ARTICLE IV  
CONTROLLING LAW / LIABILITY**

This contract is to be governed by the laws of the State of Florida. The NEFRPC will hold harmless St. Johns County against all claims of whatever nature arising out of the NEFRPC's performance of work under this Agreement with St. Johns County to the extent allowed and required by law. St. Johns County shall hold harmless the Council against all claims of whatever nature arising out of the performance of work under this Agreement with the County to the extent allowed and required by law.

**ARTICLE V  
TERMINATION**

This Agreement may be terminated for reason by either the County or the Council through written notice to the other party sixty (60) calendar days prior to such termination. If either party is in substantial breach of the Agreement through failure to perform in accordance with the terms of the Agreement through no fault of others, termination may be made after thirty (30) calendar days written notice.

In the event of termination, the NEFRPC shall be paid for services performed to the termination date, on a proportionate basis. Without waiving their rights to terminate this contract, the County may delay, withhold or adjust payments under this contract. And the NEFRPC may delay or withhold its services in an attempt by each party to give the other party an opportunity to fulfill its obligations or to correct any violation of this contract.

All finished or unfinished documents, data, correspondence, and reports and maps prepared by the NEFRPC staff under this contract agreement shall be delivered to the County.

**ARTICLE VI  
ASSIGNS & THIRD PARTY CONTRACTS**

The NEFRPC and St. Johns County each binds itself and its partners, successors, executors, administrators, assigns and legal representative of such party, in respect to all covenants and obligations of this contract. Nothing herein shall be construed to give any rights hereunder to anyone other than the NEFRPC and St. Johns County.

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. It is understood and agreed to 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.

**ARTICLE VII  
REPORTING REQUIREMENTS AND REIMBURSEMENTS**

Quarterly Reports shall be submitted for each Plan in accordance with this Agreement and Section VII, Reporting Schedule, of the Scope of Work using the corresponding Quarterly Report Form provided under the County contract with the State of Florida. The Quarterly Reports are due to the County no later than the end of each quarter of the program year and shall continue to be submitted each quarter until project completion.

**ARTICLE VIII  
ADDITIONAL CONSIDERATIONS**

It is not the intent of this Agreement to specify all areas that can or should be effectively coordinated. 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.

**ARTICLE IX  
AUDIT AND INSPECTION**

The Council shall permit the County 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.

**ARTICLE X  
NONDISCRIMINATION**

The Council shall comply with federal regulations relative to non-discrimination in federally assisted programs. The Council will not discriminate on the grounds of race, color, religion, sex or national origin.

**CONTRACT SIGNATURES AND DATE**

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

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

**FOR THE COUNTY:**  
ST. JOHNS COUNTY

**FOR THE COUNCIL:**  
NORTHEAST FLORIDA  
REGIONAL PLANNING COUNCIL

**BY:** \_\_\_\_\_  
Authorized County Official

**BY:** \_\_\_\_\_  
Brian D. Teeple

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment A**  
**ST. JOHNS COUNTY ODP SHSGP 2004-2005**  
**SCOPE OF WORK**

The Northeast Florida Regional Council (NEFRC) will provide the following services to St. Johns County to meet the requirements of the State Homeland Security Grants Programs for Fiscal year 2004-2005.

This is a sub-contract between the County and the Council. The intent is for the Council to complete the Scope of Work required under the original County Contract with the State. In all cases where this contract is inconsistent with the Scope of Work with the County/State Contract, the County/State contract shall be the Scope of Work.

**PURPOSE**

To provide baseline planning for local and regional efforts, to develop tabletop and functional exercises, to meet the training needs of County personnel and to enhance the County EOC.

The following services will be performed by the NEFRC:

**I. Local Planning**

The St. Johns County COOP Plan shall be updated to include County government/administration components. The St. Johns County Terrorism Annex shall be updated to include response procedures and checklists (ICS/NIMS based).

**II. Local Exercise**

A multi-disciplinary functional exercise, testing St. Johns County's emergency management components, shall be planned, developed, managed and executed by the NEFRC. An After Action Report for the functional exercise shall be prepared.

**III. All Discipline Training**

The training needs of County emergency management and emergency service personnel shall be coordinated by the NEFRC.

## I. LOCAL PLANNING

### 1. Continuity of Operations (COOP) Planning

- a) The scope of the existing St. Johns County COOP will be expanded by the NEFRC, as consistent with State guidance, to include the following County agencies:
  - Office of the County Administrator
  - Finance Department
  - Personnel Department
- b) The NEFRC will develop a concept of operations for COOP Plans for the Office of the County Administrator, Finance Department and Personnel Department that can:
  - Be maintained at a high level of readiness;
  - Be capable of implementation both with or 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.
- c) The NEFRC will prepare COOP Plans for the Office of the County Administrator, Finance Department and Personnel Department that will 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.
- d) A time-phased operational approach will be used while developing the COOP Plans to include Activation, Alternate Operations, and Reconstitution and Termination.

### 2. Terrorism Incident Response Annex

- a) The scope of the existing St. Johns County Terrorism Incident Response Annex will be expanded by the NEFRC, as consistent with State guidance, to include the following:
  - National Incident Management System (NIMS)



- National Response Plan
- Integration of documents (County Standard Operating Procedures and/or Standard Operating Guidelines integrated, updated).

### 3. Report Project Items

#### a) Continuity of Operations (COOP) Planning

- 1). COOP Plan outlines for the Office of the County Administrator, Finance Department and Personnel Department will be submitted to the County by the NEFRC.
- 2). Draft COOP Plans for the County Administrator, Finance Department and Personnel Department will be submitted to the County by the NEFRC.
- 3). Final versions of the COOP Plans for the County Administrator~ Finance Department and Personnel Department, with a completed County COOP crosswalk, will be submitted to DEM by the NEFRC.

#### b) Terrorism Incident Response Annex

- 1). An outline for the updated St. Johns County Terrorism Annex will be submitted to the County by the NEFRC.
- 2). A draft updated St. Johns County Terrorism Annex will be submitted to the County by the NEFRC.
- 3). A final version of the updated St. Johns County Terrorism Annex will be submitted to DEM by the NEFRC, with a completed Terrorism Annex crosswalk.

## II. LOCAL EXERCISES

### 1. Functional Exercise

- a) A functional exercise will be planned, developed, managed and executed by the NEFRC, in accordance with ODP's Homeland Security Exercise and Evaluation Program (HSEEP).
- b) The following areas may be exercised, but may not necessarily be limited to, the following:
  - Continuity of Operations (COOP) Plans
  - National Incident Management System (NIMS) Plan
  - Executive level exercise
  - Integrated Communication and Information Technology
  - Terrorism Incident Response Annex.
- c) Eligible costs related to the execution of the functional exercise will include the following:

- Implementation of the HSEEP
- Conferences/meetings to facilitate activities listed above
- Supplies/materials required to conduct activities listed above
- Travel/per diem related to above activities
- Other items: rental of space/locations for exercise planning, exercise signs, badges, etc.

2. Report Project Items

- a) Prior to the exercise, the NEFRC will provide the DEM with exercise plans.
- b) A completed roster of exercise participants will be submitted to DEM by the NEFRC.
- c) The NEFRC will provide an After Action Report (AAR) to DEM within 30 days following the completion of the functional exercise.

III. ALL DISCIPLINE TRAINING

1. Training Activities

Training for St. Johns County personnel will be coordinated by the NEFRC.

Training to be accomplished with funds provided during the contract period may include, but are not limited to the following:

- a) Disciplines selected for training may include the following:
  - Law Enforcement
  - Fire/Rescue
  - Emergency Medical Services (EMS)
  - Emergency Management
  - Public Safety Communications (911)
  - Public Works
  - Other disciplines, as determined by Emergency Management.
- b) The types of training to be conducted may include the following:

- Incident Command Systems (ICS)
- National Incident Management System (NIMS)
- Field Operations Guide (FOG)
- Train-the-trainer
- Mutual Aid/Deployment
- Protect Critical Infrastructure Initiative (PCII)
- RDSTF Response Procedures
- Homeland Security Community Assessment Model (HLS CAM)
- Homeland Security Exercise and Evaluation Program (HSEEP)
- Continuity of Operations (COOP)
- All ODP and other federally approved courses.

c) Eligible costs related to the NEFRC's execution of training programs will include the following:

- Travel/per diem
- Training materials/supplies
- Instructor fees
- Rental of space/locations
- Other eligible expenses.

2. Report Project Items

- a) Copies of training agendas will be provided to DEM by the NEFRC.
- b) The number of students trained, per component, and the course names and levels will be provided to DEM by the NEFRC.
- c) Course curriculums will be provided to DEM by the NEFRC for courses that are not federally approved.