



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

Nick Deonas
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Dist. No. 2 Fernandina Beach
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Dist. No. 5 Callahan

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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

AGREEMENT

Interlocal Agreement to mutually support an estuarine water sampling program to restore conditions whereby oysters can be recreationally harvested in Nassau County.

This agreement, made and entered into this 9th day of Sept., 1997 in Nassau County, Florida by and between the Nassau Soil and Water Conservation District, acting as contractor on behalf of the State of Florida's Department of Environmental Protection, a political entity within Nassau County hereinafter referred to as "NSWCD" by and through its Board of Supervisors, and Nassau County, a political subdivision of the State of Florida, by and through its Board of County Commissioners hereinafter referred to as "the County" concerning provisions to support a water laboratory to be located at the County's Bailey Road property

WITNESSETH:

WHEREAS, it is determined that in the best interest and of mutual benefit to the citizens of Nassau County in particular and to citizens of the State of Florida in general that the presently declared waters of Nassau County that have been closed to shellfish harvesting since 1977 because of fecal coliform pollution, became rid of those sources to the extent that the State of Florida will reopen the Nassau County waters to recreational shellfish harvesting beginning with the Alligator Creek test area and thereafter throughout the estuine waters within Nassau County.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable considerations, the "NSWCD and "the County" do hereby agree to the following:

1. PURPOSE AND SCOPE: This agreement provides through the cooperation of "NSWCD" and "the County" for the physical location of a mobile estuarine water laboratory, owned by "NSWCD" and operated under a grant No. 6PRO97NE awarded by the Legislature of the State of Florida through the Department of Environmental Protection, hereafter referred to as "DEP", under contract No. SP416 and entitled "Alligator Creek Oyster Restoration Project", further, that "the County" will provide nominal volumes of water to the laboratory, a connection to the locations septic system, nominal amounts of electric power to the facility and from time to time, it may be necessary to park the project water craft at the facility after the first six months of the project operation. "NSWCD" will provide "the County" copies of the complete records of the testing which is planned to encompass some 4,000 (four thousand) sampling events as well as copies of the quarterly reports as the project progresses. The project will involve some 20 (twenty) High School science students during the 18 month project who will earn special school credits and first hand knowledge in various aspects of environmental marine biology. In addition,

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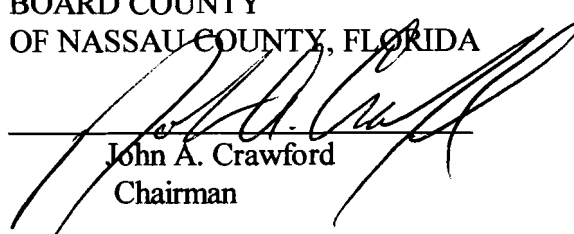
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the project will be using the laboratory and staff of the Fernandina Beach Waste Water treatment plant to provide certified laboratory analysis on 10% of the total samples (umpire-random selection). That laboratory staff, under separate contract will train the "NSWCD" project staff in the required protocols so that over the period of testing the results of both facilities should be nearly identical. The purpose of testing the Alligator Creek Oyster beds estuarine waters is to pinpoint sources of E. Coliform bacteria which enter the State of Florida waters in volumes sufficient to cause their closure under the Federal Interstate Shellfish Compact standards, to which the State of Florida is a signatory, and to aid in correcting those sources.

The depth and scope of the Contract is to demonstrate that "NSWCD" and "the County" can perform to standards that meet or exceed those required to maintain a healthy oyster harvesting activity within the boundaries of the county. Further, the project will demonstrate to the citizens of Nassau County, the importance of maintaining a non-estuarine water polluting environment and that recreational harvesting of oysters can once again occur.

2. TERM AND EFFECTIVE DATE: The term of this agreement begins on or about August 15, 1997 and ends on or about February 15, 1999. This agreement shall automatically renew on a year-to-year basis unless terminated as provided in paragraph 4 herein.
3. EXTENSION OF SCOPE: It may be possible to extend the project to areas beyond the initial Alligator Creek boundaries through additional grants or other sources of funding. In that event, the term of this agreement would be extended as provided in Paragraph 2.
4. TERMINATION: The termination of this agreement may be initiated by either party, but shall be effectuated only through mutual agreement including an agreement as to effective date. In the event of termination of this Agreement, all property rights acquired under this agreement by either party shall remain in the possession and ownership of the original purchaser unless payment mutually agreed to by both parties is made by the other party to the original purchaser. Any and all property acquired by the parties jointly shall be valued and apportioned to the financial participation agreed in writing by the parties.

BOARD COUNTY
OF NASSAU COUNTY, FLORIDA


John A. Crawford
Chairman


Approved as to form:


Mike Mullin
County Attorney

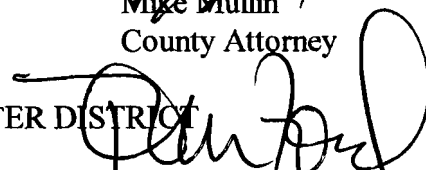
ATTEST:


J. M. "Chip" Oxley, Jr.
Clerk of Court

ATTEST:


Orrin H. Main
Project Manager

NASSAU COUNTY SOIL & WATER DISTRICT


Tom Ford
NSWCD Chairman