

COOPERATIVE AGREEMENT BETWEEN
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
FOR THE
NASSAU COUNTY WATERSHED ACTION VOLUNTEER PROGRAM COORDINATION

THIS AGREEMENT is made and entered into this 30th day of October, 2000, by and between this GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (hereinafter DISTRICT) whose address is P.O. Box 1429, Palatka, Florida 32178-1429, and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter COUNTY) whose address is 11 North 14th Street, Fernandina Beach, Florida 32034.

WITNESSETH:

WHEREAS, pursuant to Chapter 373, F.S., the DISTRICT, a public body, was established by the Florida Legislature to manage water resources within its geographic area; and

WHEREAS, the COUNTY is a political subdivision of the State of Florida and empowered pursuant to Chapter 125, F.S., to enter into an agreement for the purpose of providing a watershed action volunteer program in Nassau County; and

WHEREAS, the COUNTY and the DISTRICT desire to enter into an agreement to provide for implementation of the watershed action volunteer program in Nassau County.

NOW, THEREFORE, in consideration of the foregoing premises which are made part of this Agreement, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

ARTICLE I - SCOPE OF WORK

The watershed action volunteer program will be implemented in Nassau County in accordance with Exhibit "A" - Scope of Work, and will be completed within the time frames specified above unless extended in writing by both parties.

ARTICLE II - DURATION OF CONTRACT

This Agreement shall be effective October 1, 2000 and shall be in effect through September 30, 2001. This Agreement may be renewed for two additional one-year terms based upon availability of funds and mutual agreement of the parties.

ARTICLE III - RESPONSIBILITIES OF DISTRICT

- A. DISTRICT shall administer the provisions of this Agreement unless otherwise specified.
- B. DISTRICT shall coordinate with the COUNTY, as requested, to address all aspects of the Scope of Work.

C. DISTRICT will enter into an Agreement with a third-party Contractor (COORDINATOR) and be responsible for the contract management of said Agreement. The third-party Contractor will serve as a liaison between the District and County and coordinate implementation of this program in Nassau County in accordance with Exhibit A, "Scope of Work" to the Agreement between the District and third-party Contractor (Coordinator), attached hereto. This COORDINATOR is not an employee of the DISTRICT.

D. DISTRICT will provide project management services for the program during the term of this Agreement, and distribute the funding for this program in accordance with Exhibit A, "Scope of Work" to the Agreement between DISTRICT and third-party Contractor (COORDINATOR), Contract #99H186.

E. DISTRICT will provide COUNTY a copy of the quarterly status reports and a final annual report summarizing all activities related to water quality monitoring; the education program activities; and other hands-on activities initiated during the year.

F. DISTRICT will provide funding in the amount not to exceed \$10,000 for the WAV program in Nassau County.

ARTICLE IV - RESPONSIBILITIES OF COUNTY

A. COUNTY will provide funding in the amount not to exceed \$10,000 for the WAV program in Nassau County, as stated in ARTICLE V, Paragraph B.

B. COUNTY will provide in-kind services such as office space, furnishings, supplies, staff support, etc., for implementation of this program in Nassau County; not to exceed \$5,000.

ARTICLE V - COMPENSATION

A. COUNTY shall obligate funds in an amount not to exceed \$10,000; and DISTRICT shall obligate funds in an amount not to exceed \$10,000, for implementation of a watershed action volunteer program as detailed in Exhibit A attached. Funding for renewal terms will be authorized at the initiation of each renewal term, upon approved funding by the Boards.

B. Invoicing Procedure: DISTRICT shall invoice COUNTY for \$10,000 upon execution of this Agreement. COUNTY will forward funding to DISTRICT within 30 days of receipt of invoice. DISTRICT will provide COUNTY with verification of payment to the third-party Contractor for services rendered to implement this program in NASSAU County. If cost of third-party Contractor services is less than \$20,000 then DISTRICT will reimburse COUNTY proportionately within 30 days following contract completion.

ARTICLE VI - INDEMNITY AND INSURANCE

A. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof.

B. The parties further agree that nothing contained herein shall be construed or interpreted as: (1) denial to any party any remedy or defense available to such party under the laws of the State of Florida; (2) consent of the State of Florida or its agents and agencies to be sued; or (3) waiver of sovereign immunity of the State of Florida or NASSAU County beyond the waiver provided for in Section 768.28, F.S.

C. Each party shall acquire and maintain throughout the term of this Agreement such liability and automobile insurance as required by their current rules and regulations.

ARTICLE VII - TERMINATION

This Agreement may be terminated by either party with or without cause. No termination may be effected unless the other party is given: 1) at least ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity for consultation with the other party prior to termination.

ARTICLE VIII - PROJECT MANAGERS

DISTRICT'S Project Manager shall be the Bill Watkins. The COUNTY'S Project Manager shall be Jack D'Amato or such other persons as may be authorized by COUNTY in writing provided to the District. All matters shall be coordinated with or directed to the project managers for action or disposition.

ARTICLE IX - RECEIPT OF DOCUMENTS/DELIVERABLES

DISTRICT and COUNTY shall each retain, for their own use, deliverables identified in Exhibit A.

ARTICLE X - GOVERNING LAW/ATTORNEYS' FEES

This AGREEMENT shall be construed and interpreted according to the laws of the State of Florida.

ARTICLE XI - NON-LOBBYING

Pursuant to Section 216.347, Fla. Stat., DISTRICT hereby agrees that monies received from COUNTY on this Contract will not be used for the purpose of lobbying the Legislature or any other state agency.

ARTICLE XII - CIVIL RIGHTS

Pursuant to Chapter 760, Fla. Stat., COUNTY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap or marital status.

ARTICLE XIII - NOTICE

Except as otherwise provided in this Agreement, any notice or other written communication between the parties shall be considered delivered when posted by United States Mail or delivered in person to the Project Managers.

ARTICLE XIV - AUDIT: ACCESS TO RECORDS

COUNTY agrees that DISTRICT or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to examine any of COUNTY'S books, documents, papers, and records involving transactions related to this Agreement. COUNTY agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

DISTRICT reserves the right to cancel this Agreement for refusal by COUNTY to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

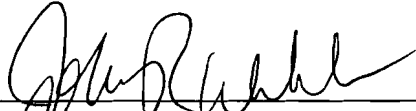
ARTICLE XV - ENTIRE AGREEMENT


It is expressly understood and agreed that this Agreement constitutes the entire Agreement of the parties and that the parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this Agreement. This Agreement cannot be changed orally, nor by any means other than by written amendments expressly referencing this Agreement and signed by all parties hereto.

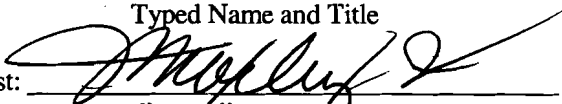
WHEREAS, the parties hereto have executed this Agreement on the day and year first above written.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

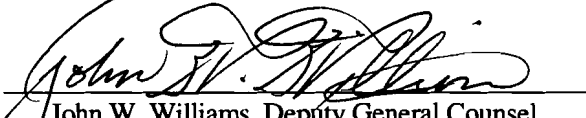
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

By: 
Henry Dean, Executive Director

By: 
Nick D. Deonas
Chairman

Typed Name and Title
Attest: 
J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk
Typed Name and Title

APPROVED BY THE OFFICE OF GENERAL COUNSEL


John W. Williams, Deputy General Counsel
St. Johns River Water Management District

Approved as to Form by the
Nassau County Attorney



Michael S. Mullin

EXHIBIT A
NASSAU COUNTY WATERSHED ACTION VOLUNTEER PROGRAM COORDINATION
SCOPE OF WORK

The Nassau County Coordinator will work with the District's WAV Coordinator, WAV Monitoring Program Coordinator, WAV Education Coordinator, District program and project managers, county staff and other local government staff to implement the WAV program in Nassau County. The coordinator will perform the following tasks.

Assist District staff with development and implementation of projects involving volunteers.

Coordinate WAV office activities in Nassau County and establish an office identity (phone, address, etc.) for the program through personal participation and/or supervised volunteers.

Conduct occasional county-wide meetings with volunteers, and maintain regular contact/communication with all volunteers.

Recruit volunteers and develop new watershed projects and activities.

Record names and maintain a database, including hours of volunteer service, for individuals participating in WAV activities.

Conduct periodical volunteer group meetings.

Develop and initiate at least one new "hands-on" project that supports the goals and objectives of the District, the WAV program and Nassau County.

Identify opportunities for volunteer participation in District projects.

Become trained in water quality monitoring procedures and assist the monitoring program coordinator with distribution of supplies and information to water monitors, and training of water monitors. Be able to serve as a backup for monitoring program coordinator within Nassau County.

Develop and implement stormwater drainage projects with Nassau County staff.

Help coordinate training sessions (education, monitoring) for volunteers. And when needed conduct training sessions.

Conduct WAV orientation program meetings for all volunteers participating in the WAV program.

Help identify and/or establish partnerships with the business community, local governments, environmental agencies, civic and environmental organizations, etc.

Develop and coordinate special events, including the St. Marys River Celebration.

Assist WAV coordinators and District staff in developing a strategic plan for continuing the WAV program in Nassau County.

Fully implement the Northeast Florida Yards, Neighborhoods and Ponds program in Nassau Co. neighborhoods.

Provide watershed and stormwater system maintenance education programs for Nassau County staff and volunteer educators.

Implement water conservation plan for volunteers.

Submit written monthly status reports that include summary of volunteer hours.

Provide oral and written reports including individual volunteer hours by category at WAV quarterly meetings/workshops. Attend WAV quarterly meetings.

Submit final report that documents activities for past year and describes future plans.

Time Frames for Performance and Deliverables: For the purposes of this contract all due dates will be the last day of each month unless otherwise stated.

	Description	Due Date
1.	Activities Summary Report	Monthly
2.	Volunteer Hours Report - total WAV hours by category	Monthly
3.	Attend civic and other public meetings	Upon request
4.	Submit newsletter ideas	Quarterly
5.	Attend SJR Celebration organizational meetings	January, February, March
6.	Submit final summary report/database for SMR Celebration	April
7.	Implement Northeast Florida Yards, Neighborhoods and Ponds program	March, September
8.	Implement Nassau County stormwater drainage projects	March, July
9.	Participate in special events/Provide exhibits	April, September
10.	Assist with development of strategic plan for procuring local funding for WAV program cost-share	June
11.	Provide watershed and stormwater maintenance program for Co. staff.	October, January
12.	Conduct a minimum of 3 recruitment and networking meetings or events	July, September
13.	Identify and report opportunities for new cooperative projects with other agencies and private sector	July
14.	Assist education coordinator with development and initiation of one education project or activity	August
15.	Develop and implement at least one new "hands-on" project	September
16.	Provide minimum of 3 volunteer orientation/training sessions	September
17.	Assist monitoring program coordinator with at least one water quality monitoring training and quality assurance session	September
18.	Implement county water conservation volunteer plan	May
19.	Submit Quarterly Status Reports (with summary of volunteer hours for each individual by category)	December, March, June, September
20.	Attend WAV Quarterly meetings	October, January, April, July
21.	Submit final Report	September



St. Johns River Water Management District

Henry Dean, Executive Director • John R. Wehle, Assistant Executive Director

Post Office Box 1429 • Palatka, FL 32178-1429 • (904) 329-4500

LETTER OF TRANSMITTAL

TO: Jack D'Amato
Nassau County
11 North 14th St
Fernandina Beach, FL 32034

DATE: December 1, 2000
CERTIFIED NO.
CONTRACT NO.: SE301XA

We are sending you the following attachments for action as defined below:

- Specifications Amendment
- Documents Change Order
- Agreement Work Order
- Correspondence Other

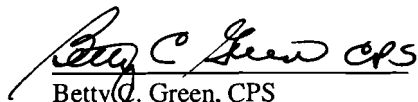
COPIES	DESCRIPTION	ACTION
1	Original Agreement	1

ACTION CODE:

- 1. For your files
- 2. For execution & return
- 3. At your request
- 4. For review & comment
- 5. Insurance needed
- 6. W-9 form for execution & return
- 7. Performance/payment bond needed
- 8. See remarks

REMARKS:

FROM:


Betty C. Green, CPS
Associate Contracts Administrator

COPY TO: B. Watkins

GOVERNING BOARD

William Kerr, CHAIRMAN MELBOURNE BEACH	Ometrias D. Long, VICE CHAIRMAN APOPKA	Jeff K. Jennings, SECRETARY MAITLAND	Duane Ottenstroer, TREASURER JACKSONVILLE
Dan Roach FERNANDINA BEACH	William M. Segal MAITLAND	Otis Mason ST. AUGUSTINE	Clay Albright EAST LAKE WEIR
			Reid Hughes DAYTONA BEACH