

CS-21-113

BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM3073

GENERAL INFORMATION

Requesting Department: Engineering Services Department

Contact Person: Robert T. Companion

Telephone: (904) 530-6225 Fax: () _____ Email: rcompanion@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: United States Department of Interior

Address: 1770 Corporate Drive Suite 500 Norcross Georgia 30093
City State Zip

Contractor's Administrator Name: Brian McCallum Title: Assistant Director for Data - GA

Telephone: (678) 924-6672 Fax: (678) 924-6710 Email: bemccall@usgs.gov

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Victor Engel

Authorized Signatory Email: vengel@usgs.gov

CONTRACT INFORMATION

Contract Name: Funding agreement for water resource investigation

Description: US Geological Survey, South Atlantic Water Science Center, US Dept of the Interior; Agreement 22MPJFAG0000025 Project MPO0 FY 21/22 Storm gage Agreement for St. Marys Ferry Landing

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: _____ Amount per Period: _____

Total Amount of Contract: \$3570.00
APPROXIMATE IF NECESSARY

Source of Funds: 03420541-534000 Termination/Cancellation: N/A

Authorized Signatory: Taco E. Pope - County Manager

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/01/2021 to: 09/30/2022

Status: ___ New Renew ___ Amend# _____ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount of Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amendment Amount: _____

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	RTC
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	RTC
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	N/A
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	N/A
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	N/A
Term of Contract	Start and end dates of contract are included. Any renewals are included.	N/A
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	N/A
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	N/A
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	N/A
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	N/A
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	RTC

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | | |
|---|-----------|-----------------------------|
| 1. <u>Robert Companion</u> | 9/28/2021 | <u>Engineering Services</u> |
| Department Head Signature – Robert T. Companion | Date | Submitting Department |
| 2. <u>Marshall Eyerman</u> | 9/28/2021 | <u>03420541-534000</u> |
| Procurement – Briar Simmons -- | Date | Funding Source/Acct # |
| 3. <u>Megan Diehl</u> | 9/28/2021 | |
| Office of Management & Budget – Megan Diehl | Date | |
| 4. <u>Michael S. Mullin</u> | 9/29/2021 | |
| County Attorney – Michael S. Mullin | Date | |

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

- | | |
|-------------------------------|-----------|
| 5. <u>Taco E. Pope AICP</u> | 9/29/2021 |
| County Manager – Taco E. Pope | Date |

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance



Department of the Interior
U.S. GEOLOGICAL SURVEY
South Atlantic Water Science Center
1770 Corporate Drive, Suite 500
Norcross, Georgia 30093

June 15, 2021

Mr. Robert Companion
P.E. County Enigneer
Nassau County
96161 Nassau Place
Yulee, Florida 32097

Dear Mr. Companion:

Enclosed are two signed originals of our standard joint-funding agreement for the partial operation and maintenance costs for real-time streamflow station 02231175 St Marys River at Ferry Landing near Folkston, GA, during the period October 1, 2021 through September 30, 2022 in the amount of \$3,570 from your agency. Please sign and return one fully-executed original to Crystal Stallworth at the address above.

Federal law requires that we have a signed agreement before we start or continue work. If, for any reason, the agreement cannot be signed and returned by October 1, 2021, please contact Brian McCallum by phone (678) 924-6672 or email bemccall@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Crystal Stallworth at phone number (678) 924-6691 or email at castallw@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Victor Engel

Victor Engel
Director

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000005126
Agreement #: 22MPJFAG0000025
Project #: MP00
TIN #: 59-1863042**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Nassau County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
October 1, 2021 to September 30, 2022
- (b) \$3,570 by the party of the second part during the period
October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000005126
Agreement #: 22MPJFAG0000025
Project #: MP00
TIN #: 59-1863042**

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Brian McCallum
Assistant Director for Data - GA
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6672
Fax: (678) 924-6710
Email: bemccall@usgs.gov

Customer Technical Point of Contact

Name: Robert T. Companion, P.E.
County Engineer
Address: 96161 Nassau Place
Yulee, Florida 32097
Telephone: (904) 530-6225
Fax: (904) 491-3611
Email: rcompanion@nassaucountyfl.com

USGS Billing Point of Contact

Name: Crystal Stallworth
Budget Analyst
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6691
Fax: (678) 924-6710
Email: castallw@usgs.gov

Customer Billing Point of Contact

Name: Taco Pope,
County Manager
Address: 96135 Nassau Place
Yulee, Florida 32097
Telephone: (904) 530-6010
Fax: (904) 321-5784
Email: tpope@nassaucountyfl.com

**U.S. Geological Survey
United States
Department of Interior**

Nassau County

Signature

VICTOR
By ENGEL Digitally signed by VICTOR ENGEL
Date: 2021.06.25 14:02:42 -0400 Date
Name: Victor Engel
Title: Director

Signatures

By Taco E. Pope, AICP Date: 9/29/2021
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: