

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Revenue Agreement Between the St. Johns River Water Management District and Seminole County for the Seminole County Watershed Action Volunteer Program Coordination

DEPARTMENT: Public Works **DIVISION:** Roads-Stormwater

AUTHORIZED BY: W. Gary Johnson, P.E., Director **CONTACT:** Kim Ornberg, P.E. **EXT.** 5738
Albert English, Division Manager

Agenda Date 1/23/07 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Revenue Agreement Between Seminole County and the St. Johns River Water Management District for the Seminole County Watershed Action Volunteer (WAV) Program Coordination.

Countywide (Kim Ornberg, P.E.)

BACKGROUND:

The Watershed Action Volunteer (WAV) Program was initiated in Seminole County in January 1999, and is a cooperatively-funded partnership between the County and the St. Johns River Water Management District (SJRWMD). WAV is a citizen involvement and education program. The program includes, but is not limited to, a Citizen’s Water Monitoring Program, a Training Program for Volunteer Educators (promoting and conducting public education via schools, civic groups, church groups, etc.) and helping to coordinate many special events.

Currently the WAV Program has 65 active volunteers. The Outreach Program has addressed over 10,000 adults and children about watershed education. The total volunteer outreach hours in WAV-related activities exceeded 19,000 hours for the last fiscal year.

The SJRWMD Agreement covering Seminole County’s payment towards this program is approved annually. The proposed payment for FY 06/07 is \$30,000, which is covered in the current approved Seminole County annual budget.

Attachment: Agreement

Reviewed by:
Co Atty: M. Gunn
DFS: _____
Other: _____
DCM: [Signature]
CM: Cca
File No. CPWS01

**REVENUE AGREEMENT BETWEEN
SEMINOLE COUNTY AND
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE WATERSHED ACTION VOLUNTEER PRGRAM COORDINATION**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and Seminole County (the "County"), whose address is 520 West Mary Boulevard, #200, Sanford, Florida 32773-7424.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in chapter 373, Fla. Stat., whose geographical boundaries encompass 18 counties; and

WHEREAS, it is in the interest of both parties to cooperate in the Watershed Action Volunteer Program ("the WAV Program"), the purpose of which is to utilize citizen volunteers to engage in educational and other projects that benefit the water resources of the County and the State of Florida,

WHEREAS, the County is a charter county and political subdivision of the State of Florida, and,

WHEREAS, the parties desire to establish a written understanding in relation to their contributions to the WAV Program in Seminole County and

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this Agreement, and the mutual covenants 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 - TERM

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.
 2. **Completion Date.** The Completion Date of this Agreement shall be no later than September 30, 2007, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.
- B. **Time is of the Essence.** Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK

All Work shall be performed in accordance with Exhibit A — Statement of Work, entitled, "Watershed Action Volunteer Program Coordination," attached hereto and by reference made a part of this Agreement (the "Work"). This Agreement consists of the following items, including all modifications thereof incorporated before its execution: Agreement; Exhibit A — Statement of Work; and all attachments hereto. All attachments are part of this Agreement as fully and with the same effect as if they had been set forth herein verbatim. The parties may at any time by written amendment, within the general scope of this Agreement, change the Work to be provided hereunder. Neither party shall unreasonably withhold its consent to any such amendment.

ARTICLE III - FUNDING

- A. **County Contribution.** For satisfactory performance of the Work, the County shall pay the District, on a lump sum basis, a sum not to exceed \$30,000 for Fiscal Year 2006–2007.
- B. **District Contribution.** The District shall provide \$13,000 in matching funds, as well as in-kind services.
- C. **Additional Costs.** In the event project costs exceed the aforementioned amount, the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to successfully complete the Work.
- D. **Invoicing Procedure.** The District shall submit one invoice for payment as per Exhibit A, in the amount of \$30,000 within thirty (30) days of execution of the Agreement. The invoice shall reference Contract Number SK135XA and shall be submitted to: Seminole County, 520 West Mary Boulevard, #200, Sanford, Florida 32773-7424. The County shall pay the District one hundred percent (100%) of the invoice pursuant to chapter 218, Fla. Stat., as amended.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees, acting within the scope of employment. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of sovereign immunity by either party.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.
- C. In the event either party subcontracts any work under this Agreement, that party shall require its subcontractor(s) to acquire and maintain throughout the course of its contract period, workers' compensation, automobile, and general liability insurance coverage in amounts acceptable to the other party. Each party shall be listed as an additional insured on any such general liability insurance policy.

ARTICLE V - PROJECT MANAGEMENT

A. For the purpose of coordinating and managing the Work, the parties designate the following persons as Project Manager:

<u>PARTY</u>	<u>NAME / ADDRESS / PHONE</u>
<u>District:</u>	Bill Watkins, WAV Coordinator St. Johns River Water Management District 4049 Reid Street Palatka, Florida 32177 Phone: (386) 329-4345 Email: bwatkins@sjrwmd.com

<u>County:</u>	Marie Lackey Seminole County 520 West Mary Boulevard, #200 Sanford, Florida 32773-7424 Phone: (407) 665-5766 Email: mlackey@seminolecountyfl.gov
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B. Either party to this Agreement may change its project manager and provide notice of the change to the other at any time. In addition to providing notice of the change to the County's project manager, the District shall send a copy of the Notice of Change of Project Manager to Marie Lackey.

C. The parties' project managers shall be responsible for overseeing all matters arising in connection with performance of this Agreement. All such matters shall be directed to the attention of the project managers. The project managers shall have sole and complete responsibility to transmit instructions, receive information, interpret and communicate the parties' policies and decisions with respect to all matters pertinent to the Work.

D. The parties' project managers and/or, as appropriate, other employees, shall meet when necessary to provide decisions regarding the Work, as well as to review and comment on interim reports. The project managers shall meet as needed for coordination and review of the work by third-party contractors. No actions outside the Statement of Work shall be initiated by any party without prior written authorization of the other party's project manager; provided, however, that in emergency situations requiring action within less than 24 hours, authorization may be granted verbally by the other party's project manager and followed up in writing within 72 hours. The authority of the District's project manager is limited to approving minor deviations in the Work that do not affect the total funding or the time of final completion of the Work.

E. **Office Facilities.** The County shall provide office space for the WAV coordinator.

F. **Reports.** The County WAV Program Coordinator shall submit quarterly reports to the County and the District's project managers in a form agreed to by both project managers. All written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with the County and the District's standard software products, which include the Microsoft® Office Suite (WORD, EXCEL, ACCESS, and POWERPOINT). Other formats may be accepted if mutually agreed upon by the County and the District. The parties shall review and comment upon all deliverables

associated with this Agreement. The District shall not unreasonably withhold the incorporation of the County's comments in its supervision of the County WAV Program Coordinator.

- G. At completion of the Work both parties' project managers will acknowledge in writing that the work is complete and that all deliverables are accepted.

ARTICLE VI - MISCELLANEOUS PROVISIONS

- A. **Assignment and Subcontracts.** The County shall not assign this Agreement, or any monies due hereunder, without the prior written consent of the District. The County shall be responsible for the fulfillment of all work elements included in any subcontracts and shall be responsible for the payment of all monies due under any subcontract. The County shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. The County shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law.
- B. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- C. **Audit: Access to Records.** The parties agree that each party, or its duly authorized representatives shall, until the expiration of three years after expenditure of funds hereunder, have access to examine any of the other party's books, documents, papers, and other records involving transactions related to this Agreement. The parties shall preserve all such records for a period of not less than three years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. The parties shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. The parties will provide proper facilities for access to and inspection of all required records.
- D. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- E. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- F. **Dispute Resolution.** The parties have the mutual obligation to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of this Agreement. The project managers will diligently seek to resolve all matters of dispute. In the event any such disputes cannot be resolved by the project managers, each party will defer resolution to its respective department director for resolution.
- G. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any

stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. The County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.

- H. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- I. **Interest of the Parties.** The parties certify that no officer, agent, or employee of the parties has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the other party to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- J. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the parties hereby agrees that monies received pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- K. **Ownership of Documents.** Ownership and copyright to all source documents, reports and accompanying data (in all formats) produced pursuant to this Agreement shall be vested in both parties. In the event either party subcontracts any of the Work, language shall be included in all subcontracts which clearly indicates that ownership and copyright to all such materials shall remain with the County and the District. The original documents or materials, excluding proprietary materials, shall be provided to the County and the District upon the expiration or termination of the Agreement, as outlined in the Statement of Work, or upon request of the County or the District, as appropriate.
- L. **Release of Information.** Records of the parties that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event a party receives a request for any such records, the receiving party shall notify the other party's project manager within three workdays of receipt of such request Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- M. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- N. **Subcontracting.** Neither party shall sublet, assign, or transfer any of the Work without the written consent of the other party. When applicable, the initiating party shall cause the names of the firm(s) responsible for such portions of the Work to appear thereon. Each party shall notify the other party of all subcontracts and provide the other party with an executed copy thereof not less than ten calendar days prior to the effective date for information purposes only. Each party shall remain responsible for the fulfillment of all work elements included in its subcontracts and shall be responsible for the payment of all monies due thereunder. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the other party to this Agreement.
- O. **Termination.** This Agreement may be terminated in whole or in part in writing by either party provided that the other party is given: (1) not less than thirty calendar days written

notice, delivered by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination. Upon termination, both parties shall enter negotiations to determine an equitable settlement for payment of all appropriate services, materials, and costs

- P. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Orange County, Florida,
- Q. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the parties hereby agree to trial by the court and waive the right to seek a jury trial in such proceedings.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed in its name by its Executive Director and the County has caused this Agreement to be executed in its name by its duly authorized representatives, all on the day and year first above written.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Kirby B. Green III, Executive Director, or Designee

By: _____
Carlton D. Henley, Seminole County Chairman

Date: _____

Date: _____

Attest: _____
Maryann Morse, Clerk to the Board of County
Commissioners of Seminole County

For the use and reliance of Seminole County only
Approved as to form and legal sufficiency.

County Attorney Office

Documents Attached:
Exhibit A — Statement of Work
Attachment 1 — Sample of the Seminole County WAV Coordinator Inventory Checklist

**EXHIBIT A — STATEMENT OF WORK
SEMINOLE COUNTY WATERSHED ACTION
VOLUNTEER PROGRAM COORDINATION**

I. Introduction

The Watershed Action Volunteer (WAV) Program was initiated in 1994 by the St. Johns River Water Management District (District) in an effort to involve the public in various aspects of water resource management in northeast Florida. Through this program, county WAV coordinators provide educational opportunities for volunteers and the public.

WAV now includes programs in 14 of the 18 counties of the District. These programs are supported by cost-share agreements with local governments and other partners. County WAV coordinators, with guidance and support from the District and its partners, implement the program. Coordinators enlist volunteers to assist with education programs for school and adult groups and provide training for volunteers and local government staff to support projects and the needs of county partners.

The Seminole County WAV Program has one county cost-share partner, the Seminole County Public Works Department Roads-Stormwater Division, which is contributing \$30,000 to the program for FY 2006–2007. The District will provide \$13,000 in matching funds for the program and administer the contract with the Seminole County WAV Coordinator. As a result, the District will have the sum of \$43,000 for a separate agreement with the Seminole County WAV Coordinator for FY 2006–2007.

Seminole County is a highly urbanized county covering 308 square miles with a 2005 population estimated at 401,619. The U.S. Census Bureau classifies most of the county as part of the Orlando–Kissimmee Metropolitan Statistical Area. The county's growth rate from 2000 to 2005 was 10.0% compared to the statewide average of 11.3%.

II. OBJECTIVES

With the funding received through this Agreement, the District will procure the services of a coordinator, who will administer the WAV Program in Seminole County from December 1, 2006, through September 30, 2007. The coordinator will be required to work with the District WAV Program coordinator, the District Education staff and contractors, District program and project managers, and county staff to implement the Seminole County WAV Program.

III. SCOPE

The Seminole County WAV Coordinator procured by the District will be responsible to implement the WAV Program in Seminole County and will provide the District and the county with a work plan, monthly activity reports, quarterly reports and a final summary report at the end of the contract period that includes plans for continuing the program. Specific tasks and deliverables covered by this agreement between the District and Seminole County are presented below.

IV. TASK IDENTIFICATION

The coordinator procured by the District under a separate contract will perform the following tasks:

1. Coordinate WAV office activities in Seminole County and maintain an office presence for the program through personal participation or supervised volunteers. The office is located in the Seminole County Roads-Stormwater Division office.

2. **Maintain an individual e-mail account and provide all reports and invoices via e-mail using Microsoft Word and Excel software (Windows 98 or later version).**
3. **Document receipt of District equipment listed in Attachment 1 and transfer of District equipment to, or from, District staff or other contractors by signing equipment inventory forms provided by the District, and adhere to the Protection of District Equipment clause found in the agreement.**
4. **Assist the District and its partners in meeting the goals and objectives of the WAV Program.**
5. **Help identify and work with appropriate staff from the county and the District (WAV, Outreach, Intergovernmental) to establish partnerships with the business community, local governments, environmental agencies, civic and environmental organizations, and others.**
6. **Attend WAV quarterly meetings, the annual partners meeting, and other required training. Provide a presentation highlighting county WAV activities at the annual WAV partners meeting and oral reports of county WAV highlights at the quarterly meetings.**
7. **Submit an annual work plan that highlights efforts to enhance existing programs and new project opportunities.**
8. **Customize and use the online "eCoordinator" program for recruiting volunteers, updating volunteer profiles, listing opportunities, and tracking volunteer hours and activities in Seminole County.**
9. **Submit a monthly activity report that includes program highlights; complete input of hours worked by each individual into the online database (eCoordinator) by the third working day of the following month.**
10. **Update local program partner contact list monthly in the online database (eCoordinator) with names, phone numbers, e-mail addresses, and mailing addresses of key local government staff, organizations, and community leaders.**
11. **Submit quarterly project summary reports that include the status of each project outlined in the work plan along with success stories and challenges encountered.**
12. **Submit a summary report at the end of the fiscal year (September 30, 2007) that includes a final program assessment for all phases of the WAV Program and an outline of future activities and opportunities.**
13. **Recruit volunteers and conduct WAV orientation and safety training for all volunteers prior to their participation in the WAV Program.**
14. **Record names and maintain a database, including hours of volunteer service, for individuals and groups participating in WAV activities.**
15. **Maintain regular contact and communication with all volunteers through a variety of methods that may include meetings, newsletters, presentations, and organized events.**
16. **Submit information for articles and program updates to be included in the District's publications and other approved publications and on the District's Web site. Provide information for press releases a minimum of two weeks in advance.**

17. Become trained in water quality monitoring techniques and quality assurance procedures. Assist with implementation of a monitoring program within Seminole County.
18. Coordinate training sessions (education, monitoring, etc.) for volunteers and, when needed, conduct the training sessions.
19. Initiate water resource education projects or activities, with assistance from the District's regional education contractor.
20. Coordinate volunteer involvement in presentations, programs, and special events, as appropriate. Special events may need to be approved by the District and Seminole County.
21. Provide volunteer support for waterway cleanup efforts for local lakes and the St. Johns River and its tributaries as requested by Seminole County and the District.
22. Assist local government and District staff with development and implementation of "hands-on" projects and activities that support the water resource protection goals of the county, the District, and the WAV Program.

The following projects and programs will be implemented in Seminole County to satisfy the requests and specific needs identified by county partners.

- a. Assist the county with expansion of the Adopt-A-River program.
- b. Promote use of the Seminole County Watershed Atlas in county schools and throughout the community.
- c. Provide a quarterly Seminole County WAV newsletter and monthly e-mail notifications to volunteers. Submit draft copies to District and Seminole County for review and editorial approval at least two weeks prior to the expected distribution date.

V. Time Frames for Performance.

For the purposes of this contract, all due dates will be the last day of each month unless otherwise stated.

Description	Due Date
Attend civic and other public meetings	Upon request
Attend annual WAV partners meeting	December
Use the eCoordinator program	Ongoing
Coordinate a storm drain marking project with volunteers in neighborhoods specified by the county	March, June
Organize at least two water quality monitoring training and quality assurance sessions	December, July
Conduct a minimum of three recruitment and networking meetings or events	March, September
Participate in special events and provide exhibits	April, September
Expand Adopt-A-River program	September
Coordinate a minimum of two education projects or activities	June, September
Provide a minimum of three volunteer orientation/training sessions	September
Attend WAV quarterly meetings (as scheduled)	January, March/April, July

V. DELIVERABLES

For the purposes of this contract, all due dates will be the last day of each month unless otherwise stated.

Document receipt or transfer of District equipment	December (and as needed)
Submit an updated work plan with a list of new project opportunities, with descriptions	December
Submit an activity report, with invoice	Monthly — 3 rd business day of the following month
Submit a quarterly project status report	March, June, September
Update volunteer hours report for all WAVs in Seminole County using eCoordinator	Monthly — 3 rd business day of the following month
Update program partner contact list (using eCoordinator)	Monthly
Submit a (draft) newsletter for review	February, May, August
Submit an annual (end of fiscal year) summary report, with a projected work plan for FY 2007–2008	September
Document receipt or transfer of District equipment	December (and as needed)

VI. BUDGET

Seminole County will provide revenue in an amount of \$30,000 cash to support coordination of the Seminole County WAV Program for the period December 1, 2006, through September 30, 2007. The District will invoice Seminole County for the full amount (\$30,000) within thirty (30) days of execution of the Agreement.

The District will provide a \$13,000 match as well as in-kind services for program implementation and administration. As a result, a not-to-exceed amount of \$43,000 will be available to the District to contract with a WAV coordinator for Seminole County under a separate contract for services to accomplish the work required under this statement of work.

ATTACHMENT #1

**SAMPLE ATTACHMENT FOR
SEMINOLE COUNTY WATERSHED ACTION VOLUNTEER (WAV)
COORDINATOR INVENTORY CHECKLIST**

<u>Quantity</u>	<u>Description</u>
1 each.....	Display board
1 set.....	WAV display panels
1 set.....	Grass/turf display panels
1 set.....	Waterwise display panels
1 each.....	River Trash activity box
1 each.....	#16 EnviroScape Model (Fixed Asset #16806)
1 each.....	#4 Aquifer Model

PROTECTION OF DISTRICT EQUIPMENT. Contractor shall be solely responsible for all District-owned equipment in its possession. Contractor shall repair, replace, or restore any damage or loss to any District equipment utilized by Contractor in performance of this agreement at its expense and to the District's satisfaction, and shall return any such equipment to the District in good working order, with the exception of normal wear and tear, upon expiration or termination of this agreement. An inventory of any such equipment is attached hereto as Attachment 1.