

**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 **CONTACT:** Mark Flomerfelt **EXT.** 5710
W. Gary Johnson, P.E., Director Mark Flomerfelt, Manager

Agenda Date 3/22/2005 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

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

Countywide - (Mark Flomerfelt)

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, including, but not limited to, a Citizens' 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 Watershed Action Volunteer Program (WAV) has sixty (60) active volunteers. Last fiscal year, the program's outreach activity involved over 6,300 adults and children through watershed education; and volunteer outreach hours in WAV-related activities totaled nearly 15,000 hours for the year.

The County's annual contribution of \$25,000 to the District for this program remains unchanged and is funded in the current Roads-Stormwater Division budget.

Attachment: Revenue Agreement

Reviewed by: _____
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____
File No. CPWS02

**REVENUE AGREEMENT BETWEEN
SEMINOLE COUNTY AND
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE SEMINOLE COUNTY WATERSHED
ACTION VOLUNTEER PROGRAM 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 ("County"), whose address is: Department of Public Works, Roads-Stormwater Division, 520 West Lake Mary Boulevard, #200, DeLand, FL 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 portions of Seminole County; 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 Seminole 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.
- In lieu of the aforesaid Effective Date, the Effective Date of this Agreement shall be October 1, 2004.
- (2) **Completion Date.** The Completion Date of this Agreement shall be no later than September 30, 2005, 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.
- (3) **Renewal Option.** The parties may renew this Agreement for two additional twelve- month periods.

- 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, "Seminole County 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 cost-reimbursable basis, a sum not to exceed Twenty-five Thousand and No/100 dollars (\$25,000) for the period of October 1, 2004 through September 30, 2005 (FY05).
- B. **District Contribution.** The District shall provide Ten Thousand and No/100 Dollars (\$10,000) in matching funds and 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 the project budget in Exhibit "A," upon execution of the Agreement. The invoice shall reference the Contract Number provided on the first page of this Agreement and shall be submitted to: Marie Lackey, Seminole County Department of Public Works, Roads-Stormwater Division, 520 West Lake Mary Boulevard, #200, DeLand, Florida 32773-7424. The County shall pay the District one hundred percent (100%) of the invoice pursuant to chapter 218, Fla. Stat., as amended.
- E. **Funding Contingency.** This Agreement is at all times contingent upon availability of funding in future years: October 1, 2005 – September 30, 2006 (FY06) and October 1, 2006 – September 30, 2007 (FY07), which may include a single source or multiple sources, including, but not limited to: (1) budgetary appropriation by the District's Governing Board; (2) budgetary appropriation by the Seminole County Board of County Commissioners. Should the Work not be approved for funding in succeeding years, the party not approving the Work shall so notify the other party, and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the notifying party may allow.
- F. **Release.** The parties agree that tender and acceptance of the final payment by the District shall be considered as a mutual release in full by each party against the other of all claims arising out of this Agreement, except any claims that may arise due to auditing that occurs pursuant to this Agreement.

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:

PARTY NAME / ADDRESS / PHONE

District: Bill Watkins
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4345

County: Marie Lackey
Seminole County Department of Public Works, Roads-Stormwater Division
520 West Lake Mary Boulevard, #200
DeLand, Florida 32773-7424
(407) 665-5738

- B. Either party to this Agreement may change its project manager and provide notice of the change to the other at any time.
- 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 Watershed Action Volunteer (WAV) coordinator.
- F. **Reports.** The Seminole County WAV Program Coordinator shall submit monthly 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 Seminole 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. **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.
- B. **Non Lobbying.** Pursuant to Section 216.347, Fla. Stat., 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.
- C. **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.
- D. **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.
- E. **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.
- F. **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.

- G. **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.
- H. **Assignment.** This Agreement may not be assigned, in whole or in part, without the written consent of the other party
- I. **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
- J. **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.
- K. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- L. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Seminole County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division.
- M. **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.
- N. **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.
- O. **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.
- P. **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.

Q. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

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

By: _____
Carlton D. Henley, Seminole County Chairman

Date: _____

Date: _____

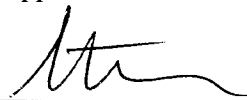
APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest:

Stanley J. Niego, Sr. Assistant General Counsel

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.



Bob McMillan, County Attorney

**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 (the District) in northeast Florida as an effort to involve the public in various aspects of water resource management. The program now includes programs in 12 of the 18 counties included in 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.

II. OBJECTIVES

The coordinator will administer the WAV program in Seminole County from October 1, 2004, through September 30, 2005. The coordinator will 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 will implement the WAV program in Seminole County and will provide the District and the County with monthly progress 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 shall 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 County and District staff (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 and other required training. Provide oral reports of highlights of County WAV activities at quarterly meetings.

7. Submit an annual work plan to the District and the County that highlights efforts to enhance existing programs and new project opportunities.
8. Submit monthly progress reports which include program highlights, an activity report and a summary of hours worked by each individual, by category, by the third working day of the following month.
9. Submit quarterly project summary reports that include the status of each project outlined in the work plan along with success stories and challenges encountered.
10. Develop and submit an updated local program partner contact list with names, phone numbers, e-mail addresses, and mailing addresses of key local government staff and community leaders.
11. Submit a summary report at the end of the fiscal year (September 30, 2005) that includes a final program assessment for all phases of the WAV program and an outline of future activities and opportunities.
12. Submit annual timesheets for each volunteer for hours worked, by category.
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. Conduct occasional countywide meetings with volunteers and maintain regular contact and communication with all volunteers through a variety of methods.
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. These projects will include storm drain marking and assisting the County with development and initiation of an Adopt-A-River/Lake program for at least one water body.

23. Implement a stormwater education program through a partnership with the Seminole County Roads-Stormwater Division and the District. This will include assisting the county with development and implementation of a Watershed Awareness Program and community workshops that address county water resource issues.
24. Promote use of the Seminole County Watershed Atlas in county schools and throughout the community.
25. Assist county staff with development of an implementation plan for an Adopt-A-Pond program.
26. 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 2 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
Coordinate a storm drain marking project with volunteers in neighborhoods specified by the county	December 2004, June 2005
Organize at least 2 water quality monitoring training and quality assurance sessions	December 2004, July 2005
Conduct a minimum of 3 recruitment and networking meetings or events	March 2005, September 2005
Participate in special events and provide exhibits	April 2005, September 2005
Initiate an Adopt-A-River/Lake program for at least 1 water body	September 2005
Develop an Adopt-A-Pond program plan	September 2005
Coordinate a minimum of 2 education projects or activities	June 2005, September 2005
Provide a minimum of 3 volunteer orientation/training sessions(s)	September 2005
Attend WAV quarterly meetings (as scheduled)	October 2004, January 2005, April 2005, July 2005

VI. DELIVERABLES

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

DESCRIPTION	DUE DATE
Document receipt or transfer of District equipment	October 2004 (and as needed)
Submit a work plan with a list of new project opportunities, with descriptions	October 2004
Submit a progress report, with invoice	Monthly — 3 rd business day of the following month
Submit a quarterly project summary report	December 2004, March 2005, June 2005
Submit a volunteer hours report for all WAVs in Seminole County	Monthly — 3 rd business day of the following month
Submit a program partner contact list (updated Partnership Table)	November 2004
Submit a (draft) newsletter for review	November 2004, February 2005, May 2005, August 2005
Submit a work plan with a list of new project opportunities, with descriptions and status	December 2004
Submit work plan status reports	March 2005, June 2005, September 2005
Submit an annual (end of fiscal year) summary report, with a projected work plan for FY 2005–2006	September 2005

VII. BUDGET

Seminole County will provide an amount not to exceed Twenty-Five Thousand and No/100 Dollars (\$25,000) cash to support coordination of the Seminole County WAV Program for the period October 1, 2004 through September 30, 2005.

The District will provide a Ten Thousand and No/100 Dollars (\$10,000) cash contribution as well as in-kind services for program implementation and administration.

**ATTACHMENT 1 - INVENTORY CHECKLIST
SEMINOLE COUNTY WATERSHED ACTION
VOLUNTEER PROGRAM COORDINATION**

<u>Quantity</u>	<u>Description</u>
1	Display board
1 set	WAV display panels
1 set	Grass/Turf display panels
1 set	Waterwise display panels
1	River Trash activity box
1	Water Conservation activity box
1	Slide projector
1	WaterWise Landscaping slide show

PROTECTION OF DISTRICT EQUIPMENT: The WAV coordinator shall be solely responsible for all District-owned equipment in his/her possession. The coordinator shall repair, replace, or restore any damage or loss to any District equipment utilized by the coordinator 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.