

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Cooperative Agreement Between the St. Johns River Water Management District and Seminole County for the Cameron Ranch Stormwater Park

DEPARTMENT: Public Works **DIVISION:** Road Operations and Stormwater

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** *M. E. Flomerfelt* **EXT.** 5709
W. Gary Johnson, P.E., Dir. Mark E. Flomerfelt, P.E., Mgr.
Public Works Dept. Rd Ops & Stormwater Division

Agenda Date 3/23/04 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Cooperative Agreement between the St. Johns River Water Management District and Seminole County for the Cameron Ranch Stormwater Park.

BACKGROUND:

The Cameron Ranch Stormwater Park is an effort to address water quality and recreational use in the Lake Jesup Basin. These efforts are pursuant to specific appropriations authorized by the Florida Legislature.

This agreement addresses the use and maintenance of a portion of the Cameron Ranch property. This agreement allows Seminole County use of this property for a Stormwater Park at no annual lease cost, nor does it require construction to be complete by a specified date. A previous agreement that provides for the funding for design and construction was approved by the Board of County Commissioners on 11/29/01 and is attached as Exhibit B to the subject agreement.

District 5 – Commissioner McLain

Attachments: 1. Cooperative Agreement-Cameron Ranch Stormwater Park

- 2. Agreement between the St. Johns River Water Management District and Seminole County for the Cameron Ditch and Navy Canal Flood Attenuation and Retrofit Projects

Reviewed by:
Co Atty: *SPC*
DFS: _____
Other: _____
DCM: *MA*
CM: *MS*

File No. CPWS03

**COOPERATIVE AGREEMENT
CAMERON RANCH STORMWATER PARK**

THIS COOPERATIVE MANAGEMENT AGREEMENT (hereinafter called "Agreement") is made as of the _____ day of _____, 200__, by and between THE GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is P.O. Box 1429, Palatka, Florida 32178-1429 (hereinafter called "DISTRICT"), and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771 (hereinafter called the "COUNTY");

WITNESSETH:

WHEREAS, the DISTRICT owns in fee simple property located on the north shore of Lake Jesup in Seminole County, as described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter called the "CAMERON RANCH PROPERTY"); and

WHEREAS, the DISTRICT and the COUNTY have entered into a separate agreement (Exhibit "B") for the development of a 21-acre portion of the CAMERON RANCH PROPERTY (hereinafter referred to as the "PROJECT SITE") as a stormwater retrofit project; and

WHEREAS, the DISTRICT and the COUNTY wish to enter into an agreement and provide additional terms and conditions with regard to the PROJECT SITE; and

WHEREAS the COUNTY desires to manage and provide passive recreation at the CAMERON RANCH PROJECT SITE.

NOW THEREFORE, the parties hereto, for and in consideration of the premises which are hereby made a part of this Agreement, and the mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

1. The initial term of this Agreement is for a period of fifty (50) years, commencing on the effective date of this Agreement, and ending at midnight on the same date in A.D. 2054. Thereafter, this Agreement will be automatically renewed, in twenty-five (25) year increments, unless terminated as otherwise set forth herein.

2. The COUNTY, with input from the DISTRICT, will be responsible for designing and constructing the stormwater retrofit project (hereinafter referred to as the "PROJECT") at the PROJECT SITE within the project funding limits.

3. Responsibility of the COUNTY:

- a. Develop a legal description that is acceptable to the DISTRICT. This Agreement will be amended to substitute this legal description as Exhibit "B".
- b. Once construction is complete, provide a fenced parking area large enough to accommodate horse trailers and a cattle gate for public access.
- c. Assume all operational and management responsibilities after the project is completed.
- d. Secure the PROJECT SITE with gates, fencing, chains and locks and control access, similar to the existing controlled access, at the COUNTY's expense.

- e. Post the boundary of the PROJECT SITE, at the COUNTY's expense, with DISTRICT and COUNTY approved signage.
- f. Develop an operating plan ("Plan") and budget for the PROJECT SITE. The District shall review and approve the Plan.
- g. Serve as lead manager for the PROJECT SITE.
- h. Regularly patrol the PROJECT SITE.
- i. Regularly mow the PROJECT SITE.

4. The COUNTY will be provided access to the PROJECT SITE for inspection, design, construction, maintenance and operation.

5. The COUNTY and the DISTRICT mutually agree that any use or development of the PROJECT SITE will be subject to the following conditions:

a. The function and condition of the PROJECT SITE with respect to water management will remain as a stormwater treatment facility. No use of the PROJECT SITE shall interfere with or impede the use of the PROJECT SITE as stormwater treatment facilities.

b. The PROJECT SITE shall be managed for multiple uses on the perimeter, limited to hiking, walking, jogging, skating, biking and bird watching.

c. All recreational uses and activities shall be consistent with the water management purposes of the DISTRICT as provided in Sections 373.139 and 373.59, Florida Statutes and with the enabling legislation for the COUNTY.

6. The COUNTY may enter into agreements with third parties to develop and implement the Plan, or subcontracting day-to-day management responsibilities. Such third parties shall agree to comply with the terms and conditions of this Agreement and shall be approved by the DISTRICT.

7. All structures, improvements and facilities placed or installed upon the PROJECT SITE shall be at the sole cost, expense and liability of the party responsible for such placement or installation. Neither the DISTRICT nor the COUNTY shall be liable for any damage to said structures, improvements and facilities placed on the PROJECT SITE by the other. Cost and liability for any structures, improvements and facilities jointly funded by the parties shall be mutually agreed upon, in writing, between the parties prior to such placement or installation. Ownership of all said structures, improvements and facilities shall be determined and agreed upon, in writing, between the parties prior to such placement or installation. The responsibility for obtaining or renewing permits that may be required by any federal, state, regional, municipal, or other governmental entity, shall be determined and agreed upon, in writing, between the parties prior to the construction or installation of structures, improvements, or facilities upon the SITES.

8. The COUNTY shall pay all lawful debts incurred by it with respect to the PROJECT SITE and shall satisfy all liens of contractors, sub-contractors, mechanics, laborers, and materialmen with respect to any construction, alteration and repair ordered by it in and on the SITES, and any improvements thereon. Furthermore, the COUNTY shall not have authority to create any mortgages on the PROJECT SITE or liens for labor or material on or against the SITES. All persons contracting with the COUNTY for the construction or removal of any

structure, or for the erection, installation, alteration or repair of any structure or improvement on the SITES, including all materialmen, contractors, mechanics and laborers involved in such work, shall be notified that they must look to the COUNTY only to secure the payment of any bill or account for work done, material furnished, or money owed during the term of this Agreement.

9. The DISTRICT and the COUNTY shall not use or permit the PROJECT SITE to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety, morals or welfare, or relating to the management activities in, and use of, the PROJECT SITE during development of improvements thereto. It is understood and agreed by the parties that there shall be no facilities except those directly related to the operation and maintenance of the PROJECT SITE for stormwater management, public education and recreation.

10. The COUNTY and other governmental agencies or organizations involved in management related activities on the PROJECT SITE shall, throughout the term of this Agreement, provide, maintain, and keep in force a program of insurance or self-insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes. The DISTRICT'S liability is further limited by the provisions of Section 373.1395, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of the COUNTY'S or the DISTRICT'S sovereign immunity under Section 768.28, Florida Statutes, or any other provision of law.

11. Should day-to-day management responsibilities be undertaken by or subcontracted to non-governmental, environmental or educational organizations or agencies, or other private entities, then such entities shall be required to obtain from an insurance company licensed in the State and acceptable to the COUNTY and the DISTRICT workman's compensation and general and vehicle liability insurance, as appropriate, providing for mutually acceptable minimum limits. The COUNTY and the DISTRICT shall be named as an additional insured party for any such policies. Furthermore, any such non-governmental organizations or agencies shall protect, defend, save, indemnify, and hold the COUNTY and the DISTRICT harmless from and against any and all liability for loss or damage to property or death or injury to persons, resulting from the activities of such non-governmental organization or agency.

12. The DISTRICT reserves the right for itself, its agents, consultants and employees, upon reasonable notice to the COUNTY (emergencies exempted) to enter upon the PROJECT SITE for the purpose of water management, for the purpose of inspecting the PROJECT SITE and determining compliance with the terms of this Agreement, so long as such entry or use does not unreasonably interfere with the COUNTY'S use thereto for the purposes set forth herein. Any such agents, consultants or employees of the DISTRICT shall be responsible for promptly closing and locking any gates through which they may pass in the exercise of such right of entry.

13. Either party may terminate this Agreement, with or without cause, at any time upon ninety (90) days written notice to the other party.

14. All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be

sufficiently made or given i) when mailed by certified mail, postage prepaid, return receipt requested, ii) by hand delivery to the named individuals representing the party to be notified, or iii) by private parcel delivery services, or facsimile transmission for which receipt is provided to the notifying party. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth below or such other address that a party may designate in the manner prescribed herein:

DISTRICT: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429
ATTENTION: DIRECTOR
DIVISION OF LAND MANAGEMENT

COUNTY: SEMINOLE COUNTY DEPT. OF PUBLIC WORKS,
ROAD OPERATIONS & STORMWATER DIVISION
520 W. LAKE MARY BLVD., SUITE 200
SANFORD, FL 32773
ATTENTION: MANAGER OF ROAD OPERATIONS &
STORMWATER DIVISION

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing thereof as aforesaid.

15. Wherever used herein the terms "COUNTY" and "DISTRICT" include all parties to this instrument, their employees, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships, public bodies, and quasi-public bodies.

16. This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties hereto or their authorized representatives.

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

18. 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 the COUNTY and DISTRICT have contributed substantially and materially to the preparation hereof.

19. For all purposes of this Agreement, the "Effective Date" hereof shall mean the date when the last of the DISTRICT or the COUNTY has executed the same, and that date shall be inserted at the top of the first page hereof.

20. Any reference herein to funding or payment of costs or expenses to be borne by either the DISTRICT or the COUNTY shall be contingent on the availability of funds by such party for such purpose.

21. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of the DISTRICT or COUNTY as they now or hereafter exist under applicable laws, rules and regulations.

22. Nothing in this Agreement shall create any rights for the benefit of any persons not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the date and year first above written.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Kirby B. Green III
Executive Director
By authority of Section 373.083 (5), Florida Statutes, and SJRWMD Policy Number 90-16 (Cooperative Agreements).

APPROVED:

Stanley J. Niego, Esquire
Office of General Counsel
SJRWMD

[Signatures continued on the next page.]

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. McLAIN, Chairman
Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

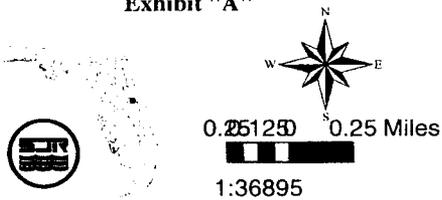
As authorized for execution by the Board
of County Commissioners at its _____,
2004, regular meeting.

County Attorney



Cameron Ranch Project

Exhibit "A"



Legend

- Interstate Highways
- US Highways
- Tollways
- County Roads
- State Roads
- Local Roads

Lake Jesup Conservation Area

The St. Johns River Water Management District prepares and uses this Information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, Palatka, Florida 32178-1429. Tel: (386) 329-4176.

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AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR
THE CAMERON DITCH AND NAVY CANAL FLOOD
ATTENUATION AND RETROFIT PROJECTS

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("DISTRICT"), whose address is Post Office Box 1429, Palatka, Florida 32178-1429, and SEMINOLE COUNTY ("COUNTY"), whose address is 520 West Lake Mary Boulevard, Suite #200, Sanford, Florida 32773.

WITNESSETH THAT:

WHEREAS, 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 Lake Jesup Watershed Basin; and

WHEREAS, DISTRICT has determined that its needs will be best served by entering into a COOPERATIVE AGREEMENT for services that can be provided by COUNTY.

NOW THEREFORE, in consideration of the payments here specified and which DISTRICT agrees to make, COUNTY agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Cameron Ditch and Navy Canal Flood Attenuation and Retrofit Projects, Contract #SE661AA. COUNTY agrees to complete the Work in conformity with the Contract Documents and all attachments as defined herein and on file at the St. Johns River Water Management District. The Contract Documents consist of the following items, including all modifications thereof incorporated in the Documents before their execution: AGREEMENT; EXHIBIT "A" - Scope of Work; EXHIBIT "B" - Comptroller Contract Payment Requirements Department of Banking and Finance, Bureau of Auditing Manual (10/07/97); and all attachments hereto. All attachments and Contract documents are part of this AGREEMENT as fully and with the same effect as if they had been set forth at length in the body of this AGREEMENT.

ARTICLE I - SCOPE OF WORK

All Work will be performed in accordance with EXHIBIT "A", SCOPE OF WORK, entitled, "Cameron Ditch and Navy Canal Flood Attenuation and Retrofit Projects" attached hereto and by reference made a part of this AGREEMENT.

ARTICLE II - SCHEDULE OF WORK AND EFFECTIVE DATE

A. The effective date of this AGREEMENT shall be this 29th day of November, 2001.

CERTIFIED COPY

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

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BY Mylon Cole
DEPUTY CLERK

- B. COUNTY will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the AGREEMENT, to prosecute the Work diligently, and to complete the entire Work for use within three (3) years of the Effective Date of the AGREEMENT, unless the date is extended by mutual agreement of the parties hereto. Time is of the essence.

ARTICLE III - TERM

This AGREEMENT shall expire at 12:00 midnight on the sixtieth day after the contract Completion Date established under ARTICLE II above.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the AGREEMENT 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. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat. (1999).
- B. If COUNTY fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, DISTRICT may avail itself of any or all remedies provided in the Contract and shall have the right and power to proceed in accordance with its provisions.
- C. 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.
- D. COUNTY hereby certifies to DISTRICT that the Work to be performed pursuant to this AGREEMENT does not and will not infringe on any patent rights.

ARTICLE V - RESPONSIBILITIES OF COUNTY

- A. COUNTY's Project Manager shall be Mark Flomerfelt or his designee.
- B. COUNTY shall follow the verbal and written direction of DISTRICT's Project Manager assigned to the work. All work authorized may be stopped by DISTRICT's Project Manager at any point, which shall not result in loss of payment to COUNTY for services performed up to the time the Work has ceased in accordance with this Contract. If COUNTY fails to perform under terms of this Contract, DISTRICT may elect to have COUNTY cease work until corrections are made at no additional cost to DISTRICT and with no allowance for extension of time or to terminate if COUNTY fails or refuses to comply with the terms of this AGREEMENT.

- C. COUNTY certifies it is an independent contractor and not DISTRICT's employee, nor are any of COUNTY's employees performing work under this AGREEMENT, DISTRICT employees.
- D. COUNTY shall include hold harmless and indemnification language in all construction agreements to protect COUNTY and DISTRICT: "CONTRACTOR shall indemnify and hold harmless, release and forever discharge Seminole County and St. Johns River Water Management District, their public officers, employees, agents, representatives, successors and assigns of any and all liabilities, claims, actions, damages, costs or expenses, and attorneys' fees against Seminole County and St. Johns River Water Management District, arising out of or in any way connected with this Agreement and resulting from damages to property, personal injury, or loss of life. CONTRACTOR understands that this waiver includes any claims based on partial or sole negligence, action or inaction of CONTRACTOR, his employees, subcontractors, representatives, successors and assigns; and includes any claims based on partial or sole negligence, action or inaction of Seminole County and St. Johns River Water Management District, their public officers, employees, agents, representatives, successors and assigns."
- E. In the event project costs exceed the \$2,870,000 authorized in Article IX, Paragraph A, then the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to complete the project.

ARTICLE VI - RESPONSIBILITIES OF DISTRICT

- A. DISTRICT's Executive Director designates Regina Lovings as Project Manager for purposes of directing COUNTY and maintaining coordination and review of the work. The Project Manager shall have sole and complete responsibility to transmit instructions, receive information, approve invoices, interpret and communicate DISTRICT policies and decisions with respect to all matters pertinent to COUNTY's services. The Project Manager and, as appropriate, other DISTRICT employees shall meet with COUNTY as necessary to provide decisions for the duration of the Work, as well as to review and comment on interim reports. No actions outside the Scope of Work shall be initiated by COUNTY without prior written authorization of the project manager; however emergency situations requiring action within less than twenty-four (24) hours may be granted verbally by the Project Manager and followed up in writing within seventy-two (72) hours.
- B. DISTRICT shall be available to COUNTY to respond to questions regarding the project.
- C. As is further specified in this AGREEMENT, DISTRICT shall provide timely reviews of any and all invoices and deliverables related to this AGREEMENT submitted by COUNTY.
- D. Upon the satisfactory completion of the Work, DISTRICT will provide a written statement to COUNTY accepting all deliverables.

- E. Through this AGREEMENT, DISTRICT agrees to provide an amount not to exceed Two Million Eight Hundred Seventy Thousand and No/100 Dollars (\$2,870,000) for this project.

ARTICLE VII - DELIVERABLES

- A. **Deliverables:** COUNTY shall deliver all services, products, and deliverables as stated in the Contract.
- B. **REPORTS:** COUNTY shall submit quarterly reports to DISTRICT's Project Manager in a form approved by the Project Manager. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with DISTRICT's standard software products. DISTRICT's standard office automation products include the Microsoft® Office Suite (WORD, EXCEL, ACCESS, and POWERPOINT). Other formats may be accepted, if mutually agreed upon by DISTRICT's Project Manager and Chief Information Officer.

ARTICLE VIII - FUNDING

- A. This AGREEMENT is subject to the availability of funds from an annual appropriation by the Florida Legislature to the Ecosystem Management and Restoration (EMR) Trust Fund, as provided for in Chapter 87-97, Laws of Florida, and Rule 17-43, Fla. Admin. Code, for the payment hereof. Should the project not be approved for funding by the EMR Trust Fund, or if approved should funds sufficient to cover the costs of this AGREEMENT not be placed into the EMR Trust Fund and be made available to DISTRICT, then this AGREEMENT shall be null and void and DISTRICT shall not be obligated to COUNTY in any sum.
- B. If, after the effective date of the AGREEMENT is established, should funding by the EMR Trust Fund terminate, DISTRICT may terminate this AGREEMENT upon thirty (30) days written notice to COUNTY and shall be liable only for such costs as actually incurred by COUNTY up to the date of termination.

ARTICLE IX - COMPENSATION

- A. **Amount of Funding:** For satisfactory performance of the Work outlined in the Contract, DISTRICT agrees to pay COUNTY a sum in the amount not to exceed \$2,870,000.
- B. **Invoicing Procedure:** All invoices shall reference the Contract Number provided on the first page of this AGREEMENT. Two (2) copies of each invoice and shall be submitted to Director, Division of Financial Management, P. O. Box 1429, Palatka, Florida 32178-1429. COUNTY shall submit itemized quarterly invoices in conjunction with quarterly reports based upon the actual work performed and shall bill as per the Project Budget included with this AGREEMENT on a cost reimbursable basis. Invoices which

do not correspond to the Project Budget will be returned to COUNTY without action. Each invoice shall be submitted in detail sufficient for a proper pre-audit and post-audit review and shall comply with the documentation requirements described in Comptroller Memorandum, dated October 7, 1997, attached hereto and made a part hereof as Exhibit "B" to this AGREEMENT.

- C. **Payments:** DISTRICT shall pay COUNTY one hundred percent (100%) of each invoice pursuant to Chapter 218, Fla. Stat., as amended. Payments due and unpaid under this AGREEMENT shall bear interest in accordance with section 218.74, Fla. Stat., as amended.
- D. **Release:** COUNTY agrees that acceptance of the payment, shall be considered as a release in full of all claims against DISTRICT or any of its members, agents, and employees, arising out of, or by reason of, the Work done and materials furnished under this AGREEMENT. Prior to, or in conjunction with final payment, DISTRICT shall review and determine that COUNTY has fully and satisfactorily completed the required Work under this AGREEMENT. If DISTRICT determines that COUNTY has complied with the terms and conditions of this AGREEMENT, then acceptance of final payment by COUNTY shall be considered as a release in full of all claims by DISTRICT against COUNTY, or any of its members, agents and employees, arising out of, or by any reason of, the Work to be done and materials furnished under this AGREEMENT.

ARTICLE X - OWNERSHIP OF DOCUMENTS

- A. Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to this AGREEMENT shall be vested in DISTRICT and COUNTY. COUNTY shall include language in all subcontracts which clearly indicates that Ownership and Copyright to all materials produced pursuant to this AGREEMENT shall remain with DISTRICT and COUNTY.
- B. Any source documents or any other documents or materials developed, secured or used in the performance of this contract shall be considered property of DISTRICT and shall be safeguarded by COUNTY. The original documents or materials, excluding proprietary materials, shall be provided to DISTRICT upon the expiration or termination of the contract, as outlined in the scope of work, or upon request of DISTRICT.

ARTICLE XI - SUBCONTRACTING

- A. COUNTY shall not sublet, assign, or transfer any work under this AGREEMENT without the written consent of DISTRICT. When applicable, and upon receipt of such consent in writing, COUNTY shall cause the names of the firms responsible for such portions of the work to appear on the work.
- B. COUNTY agrees to notify DISTRICT of all subcontracts no less than ten (10) calendar days prior to the effective date of the subcontracts for the purpose of approval.

COUNTY agrees to provide DISTRICT with an executed copy of all subcontracts within ten (10) calendar days after the effective date of the subcontract.

- C. COUNTY agrees to be responsible for the fulfillment of all work elements included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold DISTRICT harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. Nothing in this AGREEMENT shall create any contractual relationship between any subcontractor and DISTRICT.

ARTICLE XII - CHANGES IN SERVICE REQUIREMENTS

DISTRICT and COUNTY may at any time, by mutual written agreement in the form of an amendment to this AGREEMENT, make changes within the general scope of this AGREEMENT in the services or work to be provided. Neither party to this AGREEMENT shall unreasonably withhold consent to any written amendment to this AGREEMENT.

ARTICLE XIII - INTEREST OF COUNTY

Unless otherwise declared in an addendum, COUNTY certifies that no officer, agent, or employee of DISTRICT has any material interest (as defined in Chapter 112, Fla. Stat., as amended) either directly or indirectly, in the business of COUNTY to be conducted here, and that no such person shall have any such interest at any time during the term of this AGREEMENT.

ARTICLE XIV - CANCELLATION

Each party to this AGREEMENT reserves the right to unilaterally cancel this AGREEMENT for refusal by the other party to allow public access to all documents, papers, letters, or other material related to this AGREEMENT and subject to the provisions of Chapter 119, Fla. Stat., as amended.

ARTICLE XV - ASSIGNMENT

COUNTY shall not assign the Contract or sublet it as a whole without the written consent of DISTRICT nor shall COUNTY assign any moneys due or to become due to it hereunder, without the previous written consent of DISTRICT.

ARTICLE XVI - AUDIT: ACCESS TO RECORDS

- A. 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.

- B. COUNTY shall refund by check, payable to DISTRICT, the amount of any reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until three (3) years after completion of the Work and submission of a final invoice, whichever is sooner. COUNTY will provide proper facilities for access to and inspection of all required records.

ARTICLE XVII - 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 XVIII - CONFLICTING EMPLOYMENT

COUNTY agrees that at the time of execution of this Contract it has no retainer or employment AGREEMENT, oral or written, with any third party relating to any matters which adversely affect any interest or position of DISTRICT. COUNTY shall not accept during the terms of this Contract any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of DISTRICT.

Notwithstanding the foregoing paragraph, COUNTY may accept retainers from or be employed by third parties whose interests appear conflicting or inconsistent with those of DISTRICT if, after full written disclosure of the facts to DISTRICT, DISTRICT determines that the apparent conflict shall not interfere with the performance of the Work by COUNTY.

ARTICLE XIX - NON-LOBBYING

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

ARTICLE XX - TERMINATIONS

- A. Termination for Default: This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than 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.

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- B. Termination for Convenience: 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 (30) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.
- C. If termination for COUNTY's default is effected by DISTRICT, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for unperformed services, and (2) any payment due to COUNTY at the time of termination shall be adjusted to cover any additional costs to DISTRICT because of COUNTY's default. If termination for DISTRICT's default is effected by COUNTY, or if termination for convenience is effected by DISTRICT, the equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by COUNTY up to the termination date.
- D. Upon receipt of a termination action under paragraphs "A" or "B" above, COUNTY shall:
- (1) Promptly discontinue all affected work (unless the notice directs otherwise), and
 - (2) deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNTY in performing this AGREEMENT, whether completed or in process.
- E. Upon termination under Paragraphs "A" or "B" above, DISTRICT may take over the work or may award another party a contract to complete the work.
- F. If, after termination for failure of COUNTY to fulfill contractual obligations, it is determined that COUNTY had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of DISTRICT. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

ARTICLE XXI - GOVERNING LAW

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

ARTICLE XXII - 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, DISTRICT and COUNTY, have contributed substantially and materially to the preparation hereof.

ARTICLE XXIII - ENTIRE AGREEMENT

This AGREEMENT upon execution by COUNTY and DISTRICT, and the contract documents constitute 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 in this AGREEMENT. COUNTY agrees that no representations have been made by DISTRICT to induce COUNTY to enter into this AGREEMENT other than as expressly stated by this AGREEMENT. This AGREEMENT cannot be changed orally, nor by any means other than written amendments referencing this AGREEMENT and signed by all parties.

IN WITNESS WHEREOF, the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT has caused this contract to be executed in its name by its Executive Director and SEMINOLE COUNTY has caused this contract to be executed in its name by its duly authorized representatives, and, if appropriate, has caused its seal to be attached, all on the day and year first above written.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

~~SEMINOLE COUNTY~~

By: Kirby B. Green III
Kirby B. Green III, Executive Director

~~By: _____~~

~~_____
Typed Name and Title~~

~~Attest: _____~~

~~_____
Typed Name and Title~~

APPROVED BY THE OFFICE OF GENERAL COUNSEL

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



MARIANNE MORSE
Clerk to the Board of County
Commissioners of Seminole, Florida

By: _____

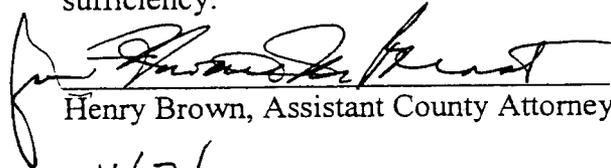
Chairman

Date: _____

11/29/01

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

As authorized for execution by the Board of
County Commissioners at their
Nov. 27, 2001 regular meeting



Henry Brown, Assistant County Attorney

Date

11/7/01
AGM + SJRWMD +
SC Cameron Ditch
Navy Canal Flood

EXHIBIT "A" – SCOPE OF WORK
CAMERON DITCH AND NAVY CANAL FLOOD
ATTENUATION AND RETROFIT PROJECTS

I. NAVY CANAL FLOOD ATTENUATION AND RETROFIT PROJECT

A channel section of the Navy Canal flows over its banks causing flooding in the area and increasing the erosion and washouts of downstream structures. The proposed deficiency correction involves constructing a 6.4 acre wet detention pond with associated control structures north of Sand Dollar and regrading a segment of the Navy Canal. The wet detention pond will also provide water quality treatment for the sub-basin.

- Task I.A Design and Land Acquisition
- Task I.B Construction Engineering and Inspection

BUDGET \$ 2,045,000

II. CAMERON DITCH

The specific proposed alternative for Cameron Ditch, includes the construction of a 4-acre wet detention facility. This detention facility would provide water quality treatment for a tributary area of approximately 416 acres. The reductions in pollutant loads due to the implementation of the proposed alternatives were developed using the Watershed Management Model. It is estimated that this facility will remove approximately 45,000 lbs of pollutants per year.

- Task II.A Design and Land Acquisition
- Task II.B Construction Engineering and Inspection

BUDGET \$ 825,000

TOTAL BUDGET \$ 2,870,000

BK 0 2 7 7 P 6 0 4 4 1

EXHIBIT "B"

Comptroller Contract Payment Requirements
Department of Banking and Finance, Bureau of Auditing Manual (10/07/97)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.
- Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

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