

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: St. John River Water Management District Access Request- Wilson's Landing Park

DEPARTMENT: Library & Leisure Services **DIVISION:** Parks & Recreation

AUTHORIZED BY: J. Goldman **CONTACT:** J. Suzy Goldman **EXT:** 1605

Agenda Date: <u>4/12/05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute an agreement with the St. Johns River Water Management District granting access to the Wekiva River through Wilson's Landing Park.

BACKGROUND:

The St. Johns River Water Management District has requested access to the Wekiva River through Wilson's Landing Park to study the Wekiva River ecosystem dynamics as part of the Pollutant Load Reduction Goal development project mandated by the Florida Legislature in the Wekiva Parkway and Protection Act of 2004.

Reviewed by: <u>[Signature]</u>
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: _____
CM: <u>[Signature]</u>
File No. <u>CLLP01</u>

WILSON'S LANDING PARK ACCESS AGREEMENT

THIS AGREEMENT is made and executed this ____ day of _____, 2005, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the "COUNTY" and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a special district of the State of Florida, whose address is 4049 Reid Street, Palatka, Florida 32178-1427, hereinafter referred to as the "SJRWMD".

W I T N E S S E T H:

WHEREAS, the COUNTY and the SJRWMD are mutually desirous of entering into an agreement to allow the SJRWMD to have access to the COUNTY's Wilson's Landing Park so the SJRWMD can conduct a study of the Wekiva River ecosystem dynamics as part of the Pollutant Load Reduction Goal development project mandated by the Florida Legislature; and

WHEREAS, both parties hereby represent, each to the other, that they are legally empowered to enter into this Agreement and have done all steps necessary and incidental to the execution of this Agreement; and

WHEREAS, this Agreement is authorized under the provisions of Chapter 163, Florida Statutes, which authorizes the exercise by Agreement of two (2) or more public agencies of any power common to them,

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and for other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1. RECITALS. The recitals set forth above are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions associated with the SJRWMD's request access to Wilson's Landing Park for the purpose of conducting a study of the Wekiva River ecosystem dynamics.

SECTION 3. TERM. The term of this Agreement begins upon execution of this Agreement by the parties and shall remain in effect until September 30, 2005, or until terminated by either party after first giving a thirty (30) days written notice to the other party.

SECTION 4. SJRWMD'S RESPONSIBILITIES. The SJRWMD agrees to access the COUNTY owned Wilson's Landing Park at the Wekiva Canoe Launch as shown on Exhibit "A" attached, solely for the purpose of conducting a study of the Wekiva River ecosystem dynamics. Such access shall consist of launching canoes and kayaks from the Wekiva Canoe Launch during the term of this Agreement.

SECTION 5. COUNTY'S RESPONSIBILITIES. The COUNTY agrees to permit and make available to the SJRWMD access to that Wekiva River through Wilson's Landing Park and the Wekiva Canoe Lunch for the purpose of conducting a study of the Wekiva River ecosystem dynamics.

SECTION 6. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the

party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Director, Library & Leisure Services
150 N. Palmetto Avenue
Sanford, Florida 32771

For SJRWMD:

Troy A. Keller, Ph.D.
Division of Environmental Services
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

The parties may effect changes or substitution to the names and addresses of the contact persons by written notice to the other party which notice can also be sent via facsimile transmission, provided that a record of such communications shall be maintained by both parties.

SECTION 7. TERMINATION. Anything else in this Agreement to the contrary notwithstanding, this Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party.

SECTION 8. INSURANCE REQUIREMENTS. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

SECTION 9. INDEMNIFICATION.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or

omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY and the SJRWMD beyond the waiver provided for in *Section 768.28, Florida Statutes*.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

SECTION 10. INDEPENDENT CONTRACTORS. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the SJRWMD, including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The parties are to be and shall remain independent contractors with respect to all services performed under this Agreement.

SECTION 11. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 12. EQUAL OPPORTUNITY EMPLOYMENT. The parties agree that they will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color,

religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

SECTION 14. INTERPRETATIONS. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement including exhibits or attachments, hereto, if any, this Agreement shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

SECTION 15. FORCE MAJEURE. In the event any party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement, due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder, provided, however, that performance shall recommence upon such event ceasing its effect.

SECTION 16. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

SECTION 18. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and designees of the parties.

SECTION 19. PUBLIC RECORDS. Each party shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement in accordance with *Chapter 119, Florida Statutes*.

SECTION 20. RECORDS AND AUDITS. The parties agree to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection.

SECTION 21. CONFLICTS OF INTEREST.

(a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the party to be conducted hereunder; that no such person shall have any such interest at any time during the term of this Agreement; and that no person shall use any monies derived under this Agreement for lobbying the Legislature in contravention of *Section 216.347, Florida Statutes*. The occurrence of an event of ethics violation as envisioned herein shall be grounds for unilateral termination of this Agreement by the non-offending party.

SECTION 22. COMPLIANCE WITH LAWS AND REGULATIONS. In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating to the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 23. DISPUTE RESOLUTION. Disputes shall be resolved in accordance with any dispute resolution agreements pertaining to the parties and the provisions of Chapter 164, Florida Statutes.

SECTION 24. 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 each of the parties have contributed substantially and materially to the preparation hereof.

SECTION 25. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 26. ENTIRE AGREEMENT. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement shall bind the parties, their assigns, and successors in interest.

SECTION 27. EXHIBITS. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: _____

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____

CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/16/05 3/23/05
ACCESS AGT-SJRWMD Wilson's Landing

Attachment:

Exhibit "A" - Access overview of Wilson's Landing Park and Wekiva Canoe Launch



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

March 1, 2005

Joe Gasparini, Manager
Seminole County Parks & Recreation
264 W. North Street
Altamonte Springs, FL 32714



Re: Access to Wekiva River

Dear Mr. Gasparini:

I am writing to request that Dr. Bob Knight and his team of scientists at Wetland Solutions, Inc.(WSI) be given access to the Wekiva River through Seminole County's Wilson Landing Park. WSI is currently under contract with the St. Johns River Water Management District to study the Wekiva River ecosystem dynamics as part of the Pollutant Load Reduction Goal development project mandated by the Florida Legislature in the Wekiva Parkway and Protection Act of 2004. WSI will need to gain access to Wilson Landing starting immediately and ending 9/30/2005.

Please feel free to contact Bob Knight or myself for additional information:

Bob L. Knight, Ph.D.
Wetland Solutions Inc.
2809 NW 161 Court
Gainesville, FL 32609
(386) 462-1003

Troy A. Keller, Ph.D.
Division of Environmental Sciences
St. Johns River Water Management District
4049 Reid St.
Palatka, FL 32177
(386) 338-1949

Sincerely,

Troy A. Keller, PhD
Environmental Scientist

TK:rcs

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- | | | | |
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SEMINOLE COUNTY FL PROPERTY APPRAISER DAVID JOHNSON, CFA, ASA

Scale Factor:

Parcel Themes:

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Layers

Refresh Map

- Visible
- County Boundary
- Townships
- Sections
- Major Roads
- Streets
- Vacated Streets
- Hydrology
- Subdivision Lines
- Parcels
- City Limits
- County Zoning
- Future Land Use
- Facilities
- Points of Interest
- 2004 Color Aerials
- 1999 Color Aerials

ZONING

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RESTART

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SEMINOLE COUNTY FL
PROPERTY APPRAISER
DAVID JOHNSON, CFA, ASA

Layers

Visible	Refresh Map
<input checked="" type="checkbox"/>	County Boundary
<input type="checkbox"/>	Townships
<input type="checkbox"/>	Sections
<input type="checkbox"/>	Major Roads
<input checked="" type="checkbox"/>	Streets
<input type="checkbox"/>	Vacated Streets
<input checked="" type="checkbox"/>	Hydrology
<input checked="" type="checkbox"/>	Subdivision Lines
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<input checked="" type="checkbox"/>	City Limits
<input type="checkbox"/>	County Zoning
<input type="checkbox"/>	Future Land Use
<input checked="" type="checkbox"/>	Facilities
<input checked="" type="checkbox"/>	Points of Interest
<input type="checkbox"/>	2004 Color Aerials
<input type="checkbox"/>	1999 Color Aerials

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