

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Extension to Contract #SE621AA, Agreement Between the St. Johns River Water Management District and Seminole County for the Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project

**DEPARTMENT:** Public Works      **DIVISION:** Engineering

**AUTHORIZED BY:** W. Gary Johnson, P.E., Director      **CONTACT:** Mark E. Flomerfelt, P.E. EXT. 5709  
Jerry McCollum, P.E., County Engineer

Agenda Date 5/23/06    Regular     Consent     Work Session     Briefing   
Public Hearing – 1:30     Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Extension to Contract #SE621AA, Agreement between the St. Johns River Water Management District and Seminole County for the Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project.

**District 3 - Commissioner Van Der Weide (Mark Flomerfelt, P.E.)**

**BACKGROUND:** The Sweetwater Cove Tributary to the Wekiva River Project addresses water quality in Sweetwater Cove and the Wekiva River. These efforts are pursuant to specific appropriations authorized by the Florida Legislature.

The extension to Contract #SE621AA and the accompanying change order extend the completion date to May 26, 2009. The original agreement was executed on May 25, 2001, for a three-year term and was extended by Amendment #1 in 2004 to May 26, 2006. Phase 1 (study phase), Phase 2 (restoration plan) and Phase 3a (the first portion of the design and construction of the implementation phase) have been completed. Design and permitting of the final Phase (3b) of the project, dredging of Sweetwater Cove Lake, have been initiated. The remaining portion of the \$500,000 originally funded by SJRWMD was \$231,294 at the beginning of March. The original \$500,000 provided under this agreement is being used to fund completion of the design phase. Any remaining balance will be applied towards construction, which is proposed for \$1M in local 2001 Sales Tax funding in FY 06/07.

Reviewed by: \_\_\_\_\_  
Co Atty:   J.F.O.    
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM:   SS    
CM:   Va    
  
File No. CPWE02

Attachments: Extension to Contract #SE621AA Agreement  
Change Order #1 – Sweetwater Cove Tributary  
May 25, 2001 Agreement  
May 25, 2004 Amendment

EXTENSION TO CONTRACT #SE621AA AGREEMENT

THIS EXTENSION TO AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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"), a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

W I T N E S S E T H:

WHEREAS, the DISTRICT and COUNTY have heretofore entered into a certain Agreement dated May 25, 2001, (as amended on or about May 14, 2004) for the restoration of the Sweetwater Cove Tributary through sediment removal and revegetation; and

WHEREAS, said Agreement, by Amendment, expires by its terms on May 25, 2006, and

WHEREAS, it is the desire of the parties hereto to extend (for thirty-six (36) months/through May 25, 2009) the terms of said Agreement and Amendment (hereinafter "Agreement"), together with all other covenants and obligations therein contained,

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. Notwithstanding anything contained in the Agreement to the contrary:

(a) The term of the Agreement shall be extended for thirty-six (36) months, from May 25, 2006, through May 25, 2009, unless terminated sooner as provided for therein.

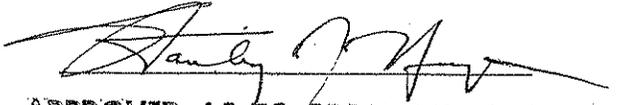
(b) The provisions set forth in the DISTRICT's Change Order are hereby attached, adopted and incorporated herein.

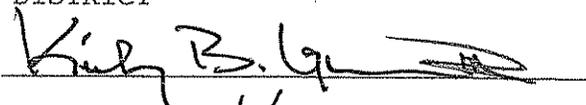
2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of this Extension Agreement, as originally set forth in said Agreement, which is hereby referenced and attached and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT



By: 

APPROVED AS TO FORM AND LEGALITY

Date: 5/4/06

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.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 2006  
regular meeting.

\_\_\_\_\_  
County Attorney

GT/krc  
04/28/06  
Attachments  
Change Order  
Original Agreement (May 25, 2001) and Amendment (May 14, 2004)  
P:\USERS\GTAYLOR\AGREEMENTS\EXTENSION TO AGMT SJRWMD SWEETWATER COVE2.DOC



# 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](http://www.sjrwmd.com).

## CHANGE ORDER

**DATE:** March 24, 2006      **CONTRACT/PURCHASE ORDER NUMBER:** SE621AA

**Work Order No.** N/A      **Change Order No.** 1

**CONTRACT NAME:** Sweetwater Cove Tributary to the Wekiva River Sediment Control Project

**TO:** Mark Flomerfelt, P.E.  
Seminole County  
520 W. Lake Mary Boulevard, Suite 200  
Sanford, Florida 32773

**FROM:** Mary Brabham, Project Manager

**PROJECT NAME:** Sweetwater Cove Tributary to the Wekiva River Sediment Control Project

**ACCOUNT NUMBER:** 76-42-41-6330-8301-04001

**CHANGE ORDER IMPACTS:** This no-cost time extension will not affect other projects and the Statement of Work remains the same. The District entered into an agreement with Seminole County on May 25, 2001 utilizing pass-through State Legislative Appropriation funding in the amount of \$500,000 for this project. The Sweetwater Cove Tributary historically conveyed 1.9 million gallons of treated wastewater to the Wekiva River per day. The wastewater treatment plant has since been upgraded to improve the quality of the discharge and a majority of the flow is now diverted for reuse. Upon initiation of this project by Seminole County, a phased approach was applied. The County has completed the first phase which included collection and review of historic data, completion of an eight-month monitoring program, and development of a hydrologic and nutrient budget and a water quality model for the Sweetwater Cove system. The County has also completed the second phase which included the development of a restoration plan.

**JUSTIFICATION FOR EXTENSION:** The County has initiated the third phase, final design and permitting for the removal of accumulated material in Cove Lake. Additional time is needed on this contract to continue the final design and permitting and to implement the fourth and final phase of the project (construction). Of the original \$500,000 in funding, approximately \$268,706 has been spent on the completed phases. A balance of \$231,294 is available for the remaining work. The County has received outside funding that has also been applied to this project. In order to complete all the elements of the restoration project, additional funds are being requested from the 2006 Legislature, and Seminole County will be requesting funding through their sales tax funds in 2007. An extension of three (3) additional years is requested to allow Seminole County to complete the final design, permitting, and construction. It is anticipated that Phase 3 will be completed by April 2007. Completion of Phase 4 (2007-2009) is contingent upon receipt of additional funding. Seminole County and District staff are requesting a 3 year-extension in order to complete Phase: 3 and 4.

### GOVERNING BOARD

David G. Graham, CHAIRMAN  
JACKSONVILLE

John G. Sowinski, VICE CHAIRMAN  
ORLANDO

Ann T. Moore, SECRETARY  
BUNNELL

Duane L. Ottenstroer, TREASURER  
JACKSONVILLE

R. Clay Albright  
OCALA

Susan N. Hughes  
PONTE VEDRA

William W. Kerr  
MELBOURNE BEACH

Ometrias D. Long  
APOPKA

W. Leonard Wood  
FERNANDINA BEACH



# 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](http://www.sjrwmd.com).

### SCHEDULE/WORK ORDER AMOUNT IMPACTS:

- Extend the completion date from May 25, 2006 to May 25, 2009 (impact on schedule: 1096 days)
- The completion date of \_\_\_\_\_ will not be affected by this change order.
- The amount will not be affected by this change order.

Approved: \_\_\_\_\_  
Kirby B. Green III, Executive Director

Original Amount.....	\$ 500,000.00
Total Additions / Deductions.....	\$ 0.00
Revised Amount .....	<u>\$ 500,000.00</u>

Date: \_\_\_\_\_

Acknowledged:   
Seminole County

Date: 5/25/06

cc: Contracts/Purchasing File  
Financial Management

042905

### GOVERNING BOARD

- |                                       |  |                                      |   |
|---------------------------------------|--|--------------------------------------|---|
| Ometrias D. Long, CHAIRMAN<br>APOPKA  | David G. Graham, VICE CHAIRMAN<br>JACKSONVILLE | R. Clay Albright, SECRETARY<br>OCALA | Duane Ottensroer, TREASURER<br>JACKSONVILLE |
| W. Michael Branch<br>FERNANDINA BEACH | John G. Sowinski<br>ORLANDO                    | William Kerr<br>MELBOURNE BEACH      | Ann T. Moore<br>BUNNELL                     |
|                                       |  |                                      | Susan N. Hughes<br>JACKSONVILLE             |

Contract #SE621AA

**AGREEMENT BETWEEN**  
**THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
**AND SEMINOLE COUNTY**  
**FOR THE SWEETWATER COVE TRIBUTARY TO THE**  
**WEKIVA RIVER: SEDIMENT CONTROL PROJECT**

THIS COST SHARE AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("DISTRICT"), whose address is P. O. Box 1429, Palatka, FL 32178-1429, and SEMINOLE COUNTY ("COUNTY"), whose address is 520 W. Lake Mary Boulevard, Ste #200, Sanford, FL 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 Wekiva River; and

WHEREAS, DISTRICT has determined that its needs will be best served by entering into a COST SHARE 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 Sweetwater Cove Tributary Project - Wekiva River, Contract #SE621AA. 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; 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, "Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project," 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 25 day of MAY, 2001.
- 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.

Post-it® Fax Note	7671	Date <u>11-5-01</u>	# of pages <u>21</u>
To	<u>Ed Torres</u>	From	<u>Mary Brabham</u>

**ARTICLE III - TERM**

This AGREEMENT shall expire at 12:00 midnight on the sixtieth day after the completion of the Work in accordance with the 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 at law and as 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, P.E., Stormwater Director, 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.
- E. In the event project costs exceed the \$500,000 authorized in Article VIII, 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 Mary Brabham 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 funding in the amount not to exceed, five hundred thousand and no/100 dollars (\$500,000), for the Sweetwater Cove Tributary sediment removal and remediation 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 - 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 five hundred thousand and no/100 dollars (\$500,000).

- B. **Invoicing Procedure:** All invoices shall reference the Contract Number provided on the first page of this AGREEMENT and shall be submitted to Director, Division of Financial Management, P. O. Box 1429, Palatka, Florida, 32178-1429. COUNTY shall submit itemized quarterly invoices based upon the actual work performed and will be paid on a cost reimbursable basis.
- C. **Payments:** DISTRICT shall pay COUNTY one hundred percent (100%) of each approved invoice within thirty (30) days of presentation. Payments due and unpaid under this AGREEMENT shall not bear interest.
- D. **Travel:** Travel expenses must be submitted on DISTRICT or State of Florida Travel Forms. DISTRICT shall pay COUNTY all travel expenses pursuant to Exhibit "B" -- DISTRICT Travel Policy, attached hereto, and by reference made a part hereof. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the Project Budget.
- E. **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 IX - 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 X - 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

Contract #SE621AA

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 XI - 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 XII - 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 XIII - 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 XIV - 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 XV - 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 XVI - 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 XVII - 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 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 - 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.

- 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 XX - GOVERNING LAW

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

#### ARTICLE XXI - 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.

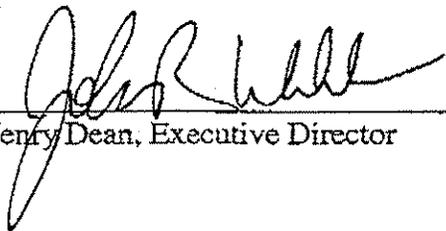
**ARTICLE XXII - ENTIRE AGREEMENT**

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:   
Henry Dean, Executive Director

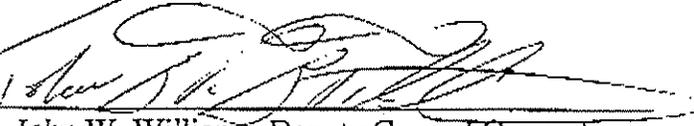
By: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name and Title

Attest: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name and Title

**SEE PAGE 8**

(SEAL)

APPROVED BY THE OFFICE OF GENERAL COUNSEL

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

  
By \_\_\_\_\_  
Dick Van Der Weide, Chairman

Date: 5-25-2001

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  
May 22, 2001 regular meeting

  
Howard Bernstein, Assistant County Attorney

5/23/01  
Date

*SSWMD & SC Secretaries*  
*Care Subulany*

## EXHIBIT "A" - SCOPE OF WORK

### MIDDLE ST. JOHNS RIVER BASIN INITIATIVE: SWEETWATER COVE TRIBUTARY TO THE WEKIVA RIVER: SEDIMENT CONTROL PROJECT

#### SECTION 1: BACKGROUND

The Sweetwater Cove Tributary discharges directly to the Wekiva River, just downstream of Wekiva Springs State Park in Seminole County. The Wekiva River is designated as an Outstanding Florida Water and a Federal Wild and Scenic River. The project is a sediment control and surface water restoration project for the 26-acre system of shallow manmade ponds that serves as a stormwater retention and surface water conveyance area for Sweetwater Cove and the contributing areas to the south. The tributary historically conveyed 1.9 million gallons of treated wastewater to the river per day. The wastewater treatment plant has since been upgraded to improve the quality of the discharge, although the sedimentation and nuisance vegetation problem within the tributary has remained uncontrolled and is in need of restoration including dredging, erosion protection, and revegetation.

#### SECTION 2: INTRODUCTION

The Sweetwater Cove Tributary to the Wekiva River Sediment Control Project involves the restoration of a 26-acre series of shallow ponds in an urbanized area that have become clogged with sediment and nuisance vegetation due to urban runoff and historic wastewater discharges. The series of ponds creates a system that is a tributary discharging directly to the Wekiva River. The goals of this restoration will be to restore the area with emphasis on improving the quality of water discharging from this system to the Wekiva River.

#### SECTION 3: TASKS

1. Evaluation of the available information and coordination with the Seminole County, District, FDEP, Aquatic Preserve Manager, Homeowner's Association, Friends of Wekiva River, and Sanlando Utilities to identify the best alternative for remediation of the waterway. Excess sediment, vegetation harvesting, and revegetation, are among the items that should be considered in this alternative evaluation. Matching funds should be evaluated as available.
2. Provide a specific plan of action, including phasing for the project.
3. Complete the design and obtain all necessary permits for the work.
4. Carry out construction phase(s) as allowed by the available funding.

EXHIBIT "B" - ADMINISTRATIVE DIRECTIVETRAVEL AND PER DIEM

Number: 2000-02  
Effective Date: 12/01/99

## PURPOSE

The purpose of this administrative directive is to implement District Policy # 2000-01 and provide guidance in acquiring travel authorizations, determining eligible expenditures, obtaining travel advances and receiving reimbursements while providing for efficient travel. This directive provides an organized source of information regarding District policies and related guidelines that are required to initiate, authorize and document travel expenditures in conformity with Florida Statutes.

## I. GENERAL

Section 112.061, Florida Statutes, shall govern the travel of District travelers including all employees and Governing Board members and shall be applied uniformly throughout the entire District. Requirements in this Administrative Directive are in all respects intended to comply with Section 112.061, Florida Statutes.

The Department of Banking and Finance has promulgated rules and regulations in Chapter 3A-42, Florida Administrative Code, that govern the payment of travel expenses by State agencies. As a political subdivision of the State these travel rules do not apply to the District, however, it is our intention to use the requirements contained in Chapter 3A-42, Florida Administrative Code as a guideline, providing that it does not conflict with District Policy.

It is the ultimate responsibility of the Department Director to verify compliance with District travel Policy and Administrative Directive.

All employees shall exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

The effective date of this administrative directive is December 1, 1999.

## II. DEFINITIONS

For purposes of this directive, the following words shall have the meaning indicated:

- A. Actual Point of Origin – the geographic location where the travel begins, which is other than the “point of origin” as defined in this section.
- B. Authorized Traveler – Any person with authorization to incur travel in the performance of official District business and who falls into one of the following categories:
  - 1) Governing Board member.

- 2) Employee of the District including part-time and shared positions as well as OPS, student, intern and temporary agency employees,
- 3) A person who is a candidate for a position and travel expense reimbursement has been approved by the Department Director in accordance with Policy 99-08,
- 4) A person requested to incur time and services as a volunteer, contractor, consultant, advisor, visitor, or state and federal representatives, or
- 5) Other persons as approved by the Executive Director.

C. Class of Travel – The following classes of travel are defined as:

1. Class A is continuous travel of 24 hours or more away from official headquarters overnight. This is calculated based on four equal six hour quarters representing a calendar day. The quarters are divided as follows:

12:00 midnight	to	6:00 a.m.
6:00 a.m.	to	12:00 noon
12:00 noon	to	6:00 p.m.
6:00 p.m.	to	12 midnight

2. Class B is continuous travel of less than 24 hours away from official headquarters overnight. This is calculated based on four equal six hour quarters beginning at the hour of departure. For example, if travel begins at 5:00 p.m. the first quarter begins at 5:00 p.m. and ends at 11:00 p.m.
  3. Class C is travel for short or day trips where the traveler is not away from official headquarters overnight.
- D. Common Carrier – Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.
- E. Conference/Convention – the coming together of a large number of persons with a common interest or interests for the purpose of accomplishment, deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel. In addition, a conference does not mean any workshop or meeting of agency or interagency personnel with the public for the purpose of conducting District business.
- F. Executive Director – The Executive Director, Assistant Executive Director, the Deputy Executive Director or acting Executive Director
- G. Local Area – Within a fifty-mile radius of the traveler's official headquarters or residence, whichever is closer.

- H. Map Mileage – Mileage computed (when using a privately owned vehicle for official District business) from the traveler's point of origin to the point of destination (see definitions below) as displayed on the current map of the State of Florida Dept. of Transportation or web site ([www.dot.state.fl.us/SurveyingAndMapping/mileage.asp](http://www.dot.state.fl.us/SurveyingAndMapping/mileage.asp)). The District will also provide a list of established mileages for frequently traveled to destinations. If these methods are not available MapBlast ([www.mapblast.com](http://www.mapblast.com)) may be used to compute the mileage between the two cities or towns.
- I. Official Headquarters – An employee's official headquarters is the city or town in which their assigned District office or field station is located. The official headquarters for Governing Board members is their residence.
- J. Point of Destination – The geographic location (city or town) of (or nearest to) the travel destination for official District business.
- K. Point of Origin – The geographic location (city or town) of (or nearest to) the traveler's official headquarters or the geographic location (city or town) where travel begins, whichever is lesser distance from the destination.
- L. Travel Authorization Request (TAR) – To be completed by a traveler prior to incurring travel to a conference, convention or any out of state travel. A traveler requesting travel involving commercial or charter aircraft, a rental vehicle, or a travel advance must also complete a TAR. The form is available through the District.
- M. Travel Expense Voucher – A travel expense voucher is required to be submitted when requesting travel expense reimbursement or when settling a travel advance. The form is available through the District.
- N. Vicinity Mileage – The actual mileage driven on official District business that is in excess of the computed map mileage and/or mileage driven within the local area of the traveler's official headquarters or within the geographic location of the traveler's destination. Vicinity mileage necessary for the conduct of official District business is allowable and should be shown as a separate item on the travel expense voucher.

### III. AUTHORITY FOR TRAVEL

#### A. Approval Requirements

1. All travel requires authorization and approval by the traveler's supervisor or Department Director. Written authority for all conference, convention and out of state travel, as well as travel involving commercial or charter aircraft, rental vehicles or travel advances, shall be obtained prior to incurring travel expenses and must be approved by the Executive Director or designee. Travelers shall obtain that written approval by completing a Travel Authorization Request (TAR) form, submitting it for Department approval then forwarding the approved TAR to the Administrative Program Manager in the Department of Administration. The Executive Director may exempt the completion of a TAR for staff conducting District business out of state on a case by case basis. The original TAR will be returned to the traveler when all approvals are received.
2. An individual Department/Office director may optionally require a TAR as a procedure within his or her own area of responsibility.

- B. Limitations for Reimbursement – The authorized traveler shall limit travel expenses to those necessary, ordinary, and incidental expenses of travel in accordance with District policy and Florida Statutes. The traveling individual shall be reimbursed based on the cost of the most efficient and economical mode of travel.

#### IV. JUSTIFICATION FOR TRAVEL

TAR's shall contain justification for travel and an explanation of benefits accruing to the District. In addition, see Section V below related to justification for eight or more employees attending a conference or convention.

#### V. CONFERENCES AND CONVENTIONS

- A. Advanced Approval - All District travelers must have travel to conferences or conventions approved in advance by submitting a TAR.

B. Criteria for Attendance

1. No District funds shall be expended on conferences or conventions unless:

- The main purpose of a conference or convention is in connection with the official business of the District and directly related to the performance of the statutory duties and responsibilities of the St. Johns River Water Management District (SJRWMD) and
- A conference or convention provides a direct educational or other benefit supporting the work and public purpose of the employee and the SJRWMD.

2. Attendance at a conference or convention may also be authorized when a District employee has been requested by the sponsoring organization to participate in the program of the conference or convention and the program is related to the work of the District.

3. Employees seeking reimbursement for travel expenses when submitting research papers, abstracts, posters, etc. must receive written approval from their supervisor before making any travel commitments.

C. Conference/Convention Fees

1. A copy of the registration form, program or agenda of the conference/convention itemizing the registration fees and any meals or lodging included in the registration fee shall be attached to the TAR.
2. No one shall be reimbursed for any meal or lodging included in a conference or convention registration fee paid by the District. When a meal is included in a registration fee, the meal allowance must be deducted even if the traveler decides for personal reasons not to eat the meal. A continental breakfast is considered a meal and must be deducted if included in a registration fee for a conference/convention.

3. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but are not limited to, actual expenses for banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.
- D. Advance Approval for Eight or More Attendees – In instances where eight or more employees from the District will be attending the same conference or convention, advance written approval is required to be obtained from the Executive Director or designee. The memo seeking approval shall include the names of all individuals attending, the public purpose to be served and an estimate of expected costs. A signed copy of the approval must be attached to each traveler's TAR and Travel Expense Voucher.

## VI. AUTOMOBILE

- A. Requirements for Operating Vehicle – An employee operating a motor vehicle on District business shall have a valid driver's license appropriate for the vehicle being operated.
- B. Approval to Use Private Vehicle – Written approval to use a private vehicle for District business is only required if the vehicle is being used in connection with out-of-state travel. The approval is obtained by completing the private vehicle information on the TAR. Mileage reimbursement for out of state travel shall not exceed the cost of round-trip coach airfare plus necessary ground transportation. The traveler must submit documentation supporting this comparison.
- C. Insurance Requirements – An employee operating a personal motor vehicle on District business must have insurance on the motor vehicle as required by State law and their personal insurance carrier.
- D. Reimbursement for Use of Privately Owned Vehicle – The District shall provide and the traveler is entitled to receive reimbursement for the use of a privately owned vehicle for official District business based on mileage allowed (see Computing Mileage Reimbursement) at a fixed rate per mile according to Florida Statutes.
- E. Passenger Safety Requirements – All occupants riding in District owned, leased or rented vehicles and all personal vehicles operated on District business shall properly utilize the seat belts or occupant restraint system provided. Failure to use seat belts or occupant restraint systems as required by State law will be considered improper use of a motor vehicle and subject the employee to disciplinary action. Workers' compensation benefits may be reduced if the employee's failure to use seat belts contributes to the injuries received in an accident.
- F. Responsibility for Fines and Penalties – Fines and penalties resulting from failure to comply with applicable laws shall be the personal responsibility of the motor vehicle operator.
- G. Reimbursement Requirements

1. The traveler may only claim mileage and incidental expenses incurred for official District business by a usually traveled route from the point of origin to the point of destination. If travel begins before traveler's regular beginning work time or after traveler's regular ending work time, the point of origin may be the traveler's residence, provided that miles claimed may not exceed the miles actually driven.
2. If the return travel ends before traveler's regular beginning work time or after traveler's regular ending work time; the point of destination may be the traveler's residence, provided that miles claimed may not exceed the miles actually driven.
3. Under no circumstances may a traveler be reimbursed for travel between their residence and official headquarters.

## VII. TRANSPORTATION

- A. Authorized Transportation – The mode of transportation authorized for a particular trip is that which is most efficient and economical to the District considering productivity, length of travel, time of travel, destination, number of travelers and required mission.
- B. Travel Routes – All travel must be by a usually traveled route as required by the Florida Statutes based on the choices of a reasonable and prudent traveler. If an employee travels by an indirect route for personal convenience, the extra cost shall be borne by the employee and reimbursement for expenses shall be based on such charges as would have been incurred had the employee traveled a usually traveled route.
- C. Transportation Arrangements – Except in an emergency, travel by air, train or bus should be made in advance through the District's approved travel agency. The travel arranger shall include travel details on a purchase requisition as soon as possible after reservations are made. The State contract rate should be utilized when it results in a savings to the District.

If the traveler purchases common carrier tickets through other than the District travel agency, reimbursement will be made on the Travel Expense Voucher after the trip has been completed. If the State contract rate is not used, justification shall be included with the reimbursement request.

- D. Travel by Air – Scheduled commercial flights are desired over charter flights if schedules and proximity of airports allow practical use. As a rule of thumb the distance to the travel destination should exceed 200 miles before the aircraft mode of transportation is considered.

All travelers are encouraged to take advantage of special discounted airline tickets, commonly referred to "super saver" tickets, where certainty of travel is high. However, the use and risk of special discounted airline tickets should be carefully considered. Although the savings realized from the use of such tickets may be considerable, travelers shall also keep in mind that the penalties for cancellation of the tickets are generally substantial.

District funds may be used to pay penalties for changes or cancellations of discounted tickets only if the cause of the change/cancellation is in the best interest of the District. The traveler must include justification when payment of penalties is requested.

If the ticket is canceled for the personal convenience of the traveler, the cancellation penalty is considered a personal cost and the traveler shall deduct the penalty from other amounts incurred and not request reimbursement from the District.

Travelers are required to contact the District's Administrative Program Manager or the purchasing office regarding disposition of any unused tickets.

If a traveler incurs any additional costs due to overbooking or any other action of an airline, and the traveler chooses to have such costs paid directly or indirectly by the District, then any compensation received by the traveler from the airline for the traveler's inconvenience, shall accrue to the benefit of the District. If no additional costs are incurred, then any compensation received for the traveler's inconvenience shall accrue to the traveler. To determine if additional costs are incurred, the compensation to the traveler and travel costs must be considered.

Use of any charter, except for surveillance flights, shall be limited to \$800 per hour flight time charge. Costs associated with the use of private aircraft shall be limited to those allowed for in the Florida Statutes. Use of surveillance flights for District purposes shall follow District procurement policy. The Executive Director or designee shall approve all charter or private aircraft expenditures.

#### E. Rental Vehicles

1. District travel arrangers and purchasing agents are responsible for arranging for the rental of motor vehicles when necessary.
  2. The traveler shall use the State of Florida's current motor vehicle rental contract in effect at the time of travel unless unexpected circumstances justify otherwise. In the event that the traveler fails to justify use of other than a State contract, any additional cost may be borne by the traveler. However, if a less expensive alternate rental agreement is arranged, no justification is necessary. Rental motor vehicles shall be Class B - Compact except when the number of passengers or the amount of material makes use of a compact motor vehicle impractical.
  3. Primary insurance coverage is provided only if the State contract is utilized. The car rental company assumes all fire, accident and collision losses. Collision Damage or Loss Damage Waiver fee is not authorized or reimbursable.
  4. Rental vehicles will not be authorized when traveling by air to a conference or convention, and when staying at or near the conference or convention hotel. The Executive Director or designee may approve exceptions, in advance of the travel, on the TAR.
  5. Fuel expenses for motor vehicles rented in Florida under the State contract will not be reimbursed by the District. The traveler shall request reimbursement for the fuel from the rental agency upon returning the vehicle.
- F. Reimbursement for Personal Use of Rental Vehicle - Personal use of rental vehicle shall be subtracted from the total cost of the rental in determining the cost to the District. Travelers

shall be responsible for payment of all personal use cost associated with a vehicle rental for official District business.

- G. Gratuitous Transportation – When a traveler is gratuitously transported, the traveler shall indicate on the travel expense voucher that transportation was complimentary or “comp.”

## VIII. COMPUTING MILEAGE REIMBURSEMENT

- A. Mileage Rates – No mileage will be allowed for travel between an employee’s home and the employee’s official headquarters.

1. The rate allowed for mileage when using personal automobiles on official District business is as provided for in the Florida Statutes. The District will establish mileage allowances for frequently traveled routes (Service Centers, Field Stations, etc.). The most current listing is available through the District. If no established mileage allowances exists between the point traveled, map mileage (see Definitions) should be used. If one of the web sites is used to calculate mileage, a copy of that page should be printed and attached to the travel expense voucher.
2. Vicinity mileage shall be shown as a separate item on the travel expense voucher and should be authorized by the traveler’s supervisor. If vicinity mileage exceeds 25 miles per day, justification must be included on the travel expense voucher. When a TAR is required, it should include any estimated vicinity mileage.
3. Mileage allowances shall be shown on the travel expense voucher from point of origin to point of destination. Only mileage actually incurred may be charged.

- B. Vehicle Sharing – When two or more employees are traveling from the same official headquarters, it is recommended that the employees travel in the same vehicle. The employee who provides the vehicle will be reimbursed the regular mileage allowance.

## IX. RATES OF PER DIEM AND ALLOWANCE FOR SUBSISTENCE

### A. Classes of Travel

1. Class A Travel - An authorized traveler may be allowed either of the following:
  - \$50 per diem (\$12.50 per quarter), or
  - The actual necessary and reasonable lodging cost at a single occupancy rate plus the allowance for applicable meals as authorized for Class C travel. Actual lodging expenses shall be substantiated by itemized, original paid invoices. When planning for travel and making hotel/motel reservations, travelers should make cost a major consideration. Government, corporate or other special rates should be requested and obtained when the rate results in savings to the District. When selecting a hotel/motel, travelers should also consider neighborhood safety and the distance from the hotel/motel to the conference, convention or work assignments. Hotel/motel rates exceeding \$100 (\$150 in major metropolitan areas) must be justified on the TAR.

- A traveler may not claim per diem or reimbursement for lodging for overnight travel within 50 miles of the traveler's headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the Department/Office Director. In cases where the traveler is a Department/Office Director, approval by the Executive Director is required. Criteria for approval shall include late night or early morning job responsibilities or excessive travel time because of traffic conditions.

## 2. Class B Travel

The travel period for Class B travel begins at the time of departure from the traveler's point of origin and continues with six-hour quarters until the return to headquarters. A traveler may be allowed those reimbursement rates as stated for Class A travel.

## 3. Class C Travel

Meal allowances for Class C travel are as follows:

Breakfast - \$3.00 When travel begins before 6:00 a. m. and extends beyond 8:00 a.m.

Lunch - \$6.00 When travel begins before 12:00 noon and extends beyond 2:00 p.m.

Dinner - \$12.00 When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

## B. Meal Allowances

1. Allowance for meals when travel is confined to the city or town of official headquarters or, immediate vicinity shall be permitted if: (1) the traveler's authorized mileage is 15 miles or more (30 miles round trip), and (2) the meal allowance is authorized by the supervisor.
2. No allowance for meals shall be made when travel is confined to the city or town of official headquarters or immediate vicinity, and is less than 15 miles unless it is approved in advance by the appropriate Department/Office Director or the Executive Director.
3. Field personnel deemed performing their normal assignment during a regular workday shall not be allowed a meal allowance for lunch. With the express prior approval of the Department Director, meal allowances may be paid while the employee is temporarily reassigned outside of their designated area.
4. When a meal is included in a registration fee, the meal allowance must be deducted even if the traveler decides for personal reasons not to eat the meal. As provided in Attorney General Opinion 081-53, a continental breakfast is considered a meal and must be deducted if included in a registration fee for a conference/convention.
5. The Class C meal allowance is defined as taxable income by Internal Revenue Service and is subject to withholding of income and social security taxes. It is required to be reported as wages on the traveler's W-2 form. Class C meal allowances must be shown

on the traveler's travel expense voucher, deducted from the total claimed. Any travel expense vouchers that include Class C meals will be submitted (by the accounts payable office) to the District's payroll office for payment through the payroll system.

#### X. COMBINED BUSINESS AND PERSONAL TRAVEL

The District may authorize combined business and personal travel when such combined travel does not interfere with the business purpose of the travel. Employees wishing to combine an authorized leave or personal travel within a travel period of a business trip must have prior approval of the travel expenses by the Department Director. Any airline seating, hotel or other upgrades made for the traveler's personal convenience shall be paid for by the traveler.

Employees traveling under such circumstances shall receive reimbursement at a common carrier rate or direct auto mileage actually incurred, whichever is less, but only for the portion of such travel required for official District business. Reimbursement for other expenses is allowable only for travel costs incurred by the employee on official District business.

#### XI. OTHER INCIDENTAL TRAVEL EXPENSES

In accordance with Florida Statutes, the following expenses, incidental to travel, are reimbursable to the authorized traveler. They should be listed as "Other Expenses" on the Travel Expense Voucher and all supporting original receipts, if required, should be attached.

- A. Taxi Fares – Necessary taxi fares may be reimbursed and receipts are only required for taxi fares in excess of \$15 (on a per fare basis).
- B. Tolls, Storage Fees, Parking Fees, and other ground transportation fees – Tolls and fees must be for the convenience of the District and not for the traveler based on the most usually traveled route. Receipts are required for each toll or fee in excess of \$5.00.
- C. Registration Fees – An employee authorized to attend a meeting, conference or convention shall be reimbursed for any required registration fees paid for by the traveler. Receipts are required. However, meals or lodging included in the registration fee shall be deducted in accordance with the Class C meal allowances.
- D. Communication Expenses – A statement must be made on the original receipt that communication expenses were for District business. Communication expenses to contact the traveler's family or other nonbusiness purposes are not eligible for reimbursement.
- E. Tips – Actual tips paid to taxi drivers shall not exceed 15 percent of the fare. No receipt is required. The actual gratuity amount paid for mandatory valet parking incurred in connection with authorized travel shall not exceed \$1 per occasion. No receipt is required.
- F. Baggage – The actual portage charges paid shall not exceed \$1 per bag for a total of \$5 per incident unless additional charges are authorized by the Executive Director. No receipt is required.
- G. Laundry – The actual laundry and pressing expenses necessary to complete official business when business travel extends beyond seven days. Receipts are required.

H. Additional Conference/Convention Related Expenses - A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but are not limited to, actual expenses for banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.

## XII. SUBMISSION OF VOUCHER

### A. Travel Voucher

1. The expenses of only one employee shall be included on a single Travel Expense Voucher. A signed voucher is a statement by the employee and their supervisor that expenses claimed were incurred in the performance of official duty. The Travel Expense Voucher Form is available through the District.
2. All items on a voucher shall appear in chronological order and all expenses for the period should be included.
3. Each day's expense shall be shown separately.
4. If a TAR was required for travel, the original TAR must be attached to the travel expense voucher.
5. The voucher shall be thoroughly checked by the employee before it is submitted to the Division of Financial Management. Financial Management may return the voucher to the employee for correction of errors or omissions before the voucher is processed for payment.

### B. Submittal Requirements

1. Vouchers shall be submitted on a timely basis with travel expenses reported no later than one month following occurrence.
2. Only one voucher should be submitted during each accounts payable pay period
3. Vouchers should not be submitted for less than \$25 except as follows:
  - Instances where it is known that no other expenses will be incurred during the next month, or
  - To settle a travel advance which must be submitted within 3 days of returning to work.
4. To recognize travel expenses incurred during the end of the fiscal year, vouchers covering this time period shall be submitted by October 15 of the subsequent fiscal year.

### XIII. TRAVEL ADVANCES

- A. Request for Travel Advance -- In accordance with Section 112.061(12), Florida Statutes, an employee of the District may request travel advances to cover anticipated travel costs when travel will last more than 48 hours.
- B. Submission of Travel Advance
1. Total travel advance shall not exceed 80 percent of total estimated costs for hotel/motel, meal allowances, or per diem. An employee requesting a travel advance shall complete a Travel Authorization Request (TAR). After receiving the appropriate approvals, the TAR should be submitted to the Division of Financial Management at least 14 days prior to the date of departure.
  2. When the travel period covered by the advance has ended, the employee shall, within three days, complete a Travel Expense Voucher showing the actual travel information including expenses and submit the approved voucher to the Division of Financial Management for processing. No travel for days outside of the travel advance period should be on this voucher. The voucher should be clearly marked as travel covering a travel advance.
  3. A traveler shall not have travel advances outstanding for more than one trip at any time without written justification of circumstances, which necessitate an exception to this restriction.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND SEMINOLE COUNTY FOR THE  
SWEETWATER COVE TRIBUTARY TO THE WEKIVA RIVER:  
SEDIMENT CONTROL PROJECT**

THIS AMENDMENT is entered into this 25<sup>th</sup> day of MAY, 2004, by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 and SEMINOLE COUNTY ("the County"), whose address is 520 W. Lake Mary Blvd., Ste. #200, Sanford, Florida 32773.

WHEREAS, the District and County entered into Contract #SE621AA on May 25, 2001, for the restoration of the Sweetwater Cove Tributary through sediment removal and revegetation; and

WHEREAS, the District and County desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the District and County hereby agree to the following amendments:

1. **ARTICLE I - SCOPE OF WORK:** delete this paragraph and replace it in its entirety with the following:

"All Work will be performed in accordance with EXHIBIT 'A-1' - SCOPE OF WORK, entitled, 'Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project,' attached hereto and by reference made a part of this AGREEMENT."

2. **ARTICLE II - SCHEDULE OF WORK AND EFFECTIVE DATE:** delete Paragraph B and replace it with the following:

"B. The 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 by not later than May 25, 2006, unless the date is extended by mutual agreement of the parties hereto. Time is of the essence."

3. **ARTICLE V - RESPONSIBILITIES OF COUNTY:** Delete Paragraph C and replace it with the following:

"C. The County is an independent contractor. Neither the County nor the County's employees are employees of the District. The County shall have the right to control and direct the means and methods by which the Work is accomplished. The County may perform services for others, which solely utilize the County's facilities and do not violate any confidentiality requirements of this Agreement. The County is solely responsible for compliance with all labor and tax laws pertaining to the County, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. The County's duties with respect to the County, its officers, agents, and employees, shall include, but not be limited to: (1) providing workers' compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of

CERTIFIED COPY

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA

BY Eric Roach  
DEPUTY CLERK

all federal, state and local taxes income or employment taxes, and, if the County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of the County's duties hereunder or alter the County's status as an independent contractor."

4. **ARTICLE VIII – COMPENSATION:** Delete Paragraph B and replace it with the following:

"B. **Invoicing Procedure:** All invoices shall reference Contract #SE621AA and shall be submitted to Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida, 32177. The 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 in Exhibit "A-1" attached hereto, on a cost reimbursable basis. Invoices, which do not correspond to the Project Budget, will be returned to the 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 document requirements described in Comptroller Memorandum, dated October 7, 1997, attached hereto and made a part hereof as Exhibit "B" to this Amendment.

5. Exhibit "A" shall be deleted in its entirety and replaced with the revised Scope of Work – Exhibit "A-1."

The District and County agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth above.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

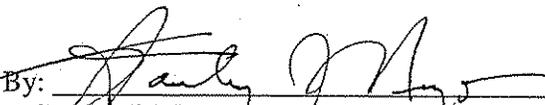
SEMINOLE COUNTY

By:   
Kirby B. Green III, Executive Director

By: \_\_\_\_\_

APPROVED BY THE OFFICE  
OF GENERAL COUNSEL

\_\_\_\_\_  
Typed Name and Title

By:   
Stanley J. Niego, Sr. Assistant General Counsel

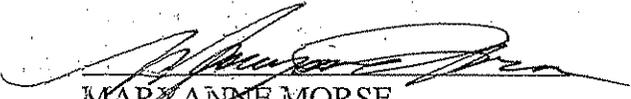
Attest: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

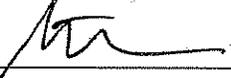
  
MARYANNE MORSE  
Clerk to the Board of County  
Commissioners of Seminole County, Florida

By:   
Daryl McLain, Chairman  
Board of County Commissioners

Date: 6-3-04

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Seminole County only.  
Approved as to form and legal  
sufficiency.

As authorized for execution by the Board of  
County Commissioners at their  
25 May, 2004 regular meeting

  
County Attorney

MAY 27, 2004  
Date

The First Amendment to the Agreement Between the St. Johns River Water Management District  
and Seminole County for the Sweetwater Cove Tributary to the Wekiva River: Sediment  
Control Project

**EXHIBIT "A-1" – REVISED SCOPE OF WORK  
SWEETWATER COVE TRIBUTARY TO THE WEKIVA RIVER:  
SEDIMENT CONTROL PROJECT**

**I. BACKGROUND**

The Sweetwater Cove Tributary discharges directly to the Wekiva River, just downstream of Wekiwa Springs State Park in Seminole County. The Wekiva River is designated as an Outstanding Florida Water and a Federal Wild and Scenic River. The project is a sediment control and surface water restoration project for the 26-acre system of shallow manmade ponds that serves as a stormwater retention and surface water conveyance area for Sweetwater Cove and the contributing areas to the south, with a total of 1150 acres. The tributary historically conveyed 1.9 million gallons of treated wastewater to the river per day. The wastewater treatment plant has since been upgraded to improve the quality of the discharge and the majority of the flow is now diverted for reuse. The sedimentation and nuisance vegetation problem within the Sweetwater Cove Tributary has remained uncontrolled and is in need of restoration including phosphorus reduction, dredging, erosion protection, and revegetation.

**II. INTRODUCTION**

The Sweetwater Cove Tributary to the Wekiva River Sediment Control Project involves the restoration of a 26-acre series of shallow ponds that have become clogged with sediment and nuisance vegetation due to urban runoff and historic wastewater discharges. The series of ponds creates a system that is a tributary discharging directly to the Wekiva River. The goals of this restoration will be to enhance the area with emphasis on improving the quality of water discharging from this system to the Wekiva River.

Upon the initiation of this project by Seminole County, a phased approach was applied. The first phase included collection and review of historic data, completion of an eight-month monitoring program, and development a hydrologic and nutrient budget and a water quality model for the Sweetwater Cove system. This phase has been completed at a cost of \$130,428.60. The next phases will include the development of a restoration plan with alternative evaluation (Phase 2), final design and permitting (Phase 3), and construction (Phase 4).

Seminole County has contracted with their consultant, Environmental Research and Design (ERD), to develop a restoration plan (Phase 2 of the overall project) with alternatives to remove phosphorus from the flows that contribute to the system, excavate excess sediment, control nuisance vegetation, and stabilize the upstream creek. This phase will also include easement identification, public education for adjacent property owners, and cost-benefit analyses for the alternatives. A summary of the findings and recommendations from a study that included development of a hydrologic and nutrient budget is attached for additional information (Attachment #1). The restoration plan development phase will take approximately ten (10) months. Once the County, District, and Advisory Group reach concurrence on the restoration activities and all easements are obtained, the County will proceed in the final design and permitting, and construction phases. The restoration plan development (Phase 2) will cost approximately \$100,000 and is underway by Seminole County.

**III. TASKS**

Phase 1: Collection and review of historic data, completion of a monitoring program, and development of a hydrologic and nutrient budget and a water quality model.  
Status: Complete.

Phase 2: Development of a restoration plan with alternative evaluation, easement needs, and a cost-benefit analysis. Status: Start date April or May 2004.

Phase 3: Final design and permitting. Status: After Phase 2.

Phase 4: Construction: Additional funding to be determined.

**IV. BUDGET**

Phase 1: Collection and review of historic data .....	\$ 130,428.60
Phase 2: Develop Restoration Plan .....	\$ 100,000.00
Phase 3: Final design and permitting .....	\$ <u>269,571.40</u>
TOTAL.....	\$ 500,000.00

Phase 4: Construction: Additional funding to be determined. Will be added by amendment or completed through a separate contract, subject to funding availability and Governing Board approval.

**ATTACHMENT #1  
EXECUTIVE SUMMARY  
FOR THE  
SWEETWATER COVE TRIBUTARY  
SURFACE WATER RESTORATION PROJECT  
PHASE 1B HYDROLOGIC AND NUTRIENT BUDGET**

During the period from April 2002 through April 2003, Environmental Research & Design, Inc. (ERD) conducted a study for Seminole County titled "Sweetwater Cove Tributary Surface Water Restoration Project Phase 1B Hydrologic and Nutrient Budget." The purpose of this study was to scientifically evaluate the sources and magnitudes of pollutants in the Sweetwater Cove tributary surface water system and to identify key elements to improve water quality in Sweetwater Cove Lake. The work efforts summarized in this report include:

1. A discussion of the current physical and chemical characteristics of Sweetwater Cove Lake;
2. An evaluation of annual hydrologic inputs into the system from stormwater runoff, baseflow, rainfall, wastewater effluent and groundwater seepage;
3. The development of an annual nutrient budget for each of the individual hydrologic components;
4. The development of a water quality model for Sweetwater Cove Lake to assist in evaluating water quality improvement options;
5. A comparison of estimated water quality improvements resulting from each evaluated treatment option; and
6. The evaluation of erosion potential in Sweetwater Creek.

**Historical and Current Conditions within Sweetwater Cove Lake**

Sweetwater Cove Lake is a 23-acre urban lake with a highly developed watershed draining an area of approximately 1,150 acres or 28% of the total Big Wekiva Watershed. A 1989 report indicates the lake was in a hypereutrophic condition at that time with very dense growth of duckweed, filamentous green algae, hydrilla, and primrose willow.

A surface water monitoring program was conducted by ERD in Sweetwater Cove Lake from May-December 2002. Mean total nitrogen concentrations measured at four sites ranged from 2,780-4,207 mg/l. Nitrite and nitrate nitrogen forms represented a vast majority of the total nitrogen present in the surface water system. Mean total phosphorus concentrations range from 109-201 mg/l and mean chlorophyll-a concentrations ranged from 21.9-47.8 mg/m<sup>3</sup>. These values are indicative of a hypereutrophic lake system.

Sediment monitoring was conducted in the Sweetwater Cove Lake system during September-December 2002 by ERD field personnel. Sediment samples were collected at 35 monitoring sites and measurements of organic sediment thickness were performed at 163 locations within the Sweetwater Cove Lake system. In general, the surface of the upper lake segment is covered with a relatively thin accumulation of organic muck, with thicker accumulations in isolated areas of the southern, middle and northern portions of the upper segment. Organic sediment depths greater than 5 feet were measured at the southern end of the middle section of the upper lake segment. Organic muck accumulations in the middle lake segment ranged from 0-3 feet and depths in the lower lake segment ranged from 0-2 feet. The lake

contains approximately 4,775 cubic yards of unconsolidated organic muck in the upper segment, 292 cubic yards in the middle segment, and 1,548 cubic yards in the lower segment.

### Development of a Hydrologic Budget

A detailed evaluation was conducted by ERD of the hydrologic characteristics of the Sweetwater Cove Lake System to provide information necessary for a development of a hydrologic budget for the lake. This evaluation included an eight-month monitoring program for rainfall, surface water inflow and outflows, water surface elevations, and groundwater seepage. Inputs of wastewater effluent into the system were estimated based upon plant records maintained by the Wekiva Hunt Club Wastewater Treatment Plant. Inputs of stormwater runoff were estimated based upon the ICPR model for the Sweetwater Creek drainage basin provided to ERD by Seminole County.

On an annual basis, a total of approximately 5,223 acre-feet of water enters the Sweetwater Cove Lake System. Of this amount, approximately 83% is contributed by Sweetwater Creek including stormwater, baseflow, and wastewater effluent. Direct springflow to Sweetwater Cove Lake contributes an additional 14% on an annual basis.

Approximately 58% of the annual outflow water volume discharges over a concrete weir to the lower lake. An additional 40% discharges through a 30-inch RCP pipe at the northwest end of the upper lake segment. The upper lake segment is estimated to have a mean residence time of approximately 5.1 days. This is an extremely short residence time for an urban lake system. Residence time in the lower lake is estimated to be approximately 1.1 days. These short residence times suggest that the waterbody functions primarily as a wet detention pond rather than a natural lake system.

### Development of a Nutrient Budget

Field investigations were performed by ERD to evaluate the chemical characteristics of inflows and outflows of the Sweetwater Cove Lake System under current conditions to provide information necessary for the preparation of a nutrient budget for the lake. A continuous water quality monitoring program was conducted at the 48-inch CMP under Wekiva Springs Road, which represents the point of inflow of Sweetwater Creek into the lake system, at the 30-inch RCP outfall from upper Sweetwater Cove Lake, and at the concrete weir outfall in lower Sweetwater Cove Lake. In addition, samples were collected and analyzed for rainfall, groundwater, and shallow groundwater seepage.

Wastewater effluent is clearly the largest contributor of total nitrogen inputs into the upper lake, contributing 78.8% of the annual loadings. The second largest contributor of total nitrogen is stormwater plus baseflow, which contributes approximately 18.8% of the annual mass input. The largest contributor of total phosphorus into the upper lake system is the combined inputs from stormwater plus baseflow, which contributes 59.2% of the annual mass loadings. Phosphorus inputs from wastewater effluent contribute approximately 26.9% of the annual mass loadings with springflow contributing approximately 10.9%.

Water quality throughout Sweetwater Cove Lake is regulated primarily by inputs from Sweetwater Creek. Inputs from Sweetwater Creek, which includes stormwater plus baseflow as well as wastewater effluent, contribute approximately 97.7% of the annual mass loadings of total nitrogen and approximately 86.1% of the annual mass loadings of total phosphorus into the upper lake segment. Since discharges from the upper segment are primarily responsible for water quality characteristics in the middle and lower segments, the key to improving water quality within the entire lake system is to reduce the nutrient loadings entering the upper segment through Sweetwater Creek.

### Evaluated Treatment Options

Since the Sweetwater Cove Lake system is primarily phosphorus-limited, treatment options were evaluated based upon annual total phosphorus loadings and reductions. The first treatment option includes removal of wastewater effluent from Sweetwater Creek. Removal of wastewater effluent from the creek will eliminate approximately 27% of existing total phosphorus loadings to the upper lake system. The second evaluated treatment option includes an overall reduction of 50% of the existing total phosphorus loadings into the upper lake segment including wastewater effluent. The third treatment option includes a 75% reduction in annual phosphorus loadings including wastewater effluent.

The removal of wastewater effluent from Sweetwater Creek will reduce annual hydrologic inputs into the upper lake segment by approximately 36% while reducing phosphorus inputs by approximately 27%. Since the annual hydrologic inputs are reduced to a larger degree than the phosphorus loading, the net result of removal of wastewater effluent from Sweetwater Creek will be an increase in the incoming total phosphorus concentration into the lake through Sweetwater Creek. This will increase the in-lake total phosphorus concentration and result in a slight deterioration in water quality. Removal of 50% of the total Sweetwater Creek phosphorus loadings, including the removal of wastewater effluent, will shift the lake from hypereutrophic to eutrophic conditions with water column clarity improving by approximately 76% compared with current conditions. Removal of 75% of the total phosphorus loadings, including the removal of wastewater effluent, will shift the lake from a hypereutrophic to mesotrophic condition and increase water column transparency by approximately 200%.

The treatment system to achieve the 50% or 75% phosphorus load reduction would be designed and constructed to remove phosphorus and other pollutants from Sweetwater Creek discharges upstream of Sweetwater Cove Lake. Two potential treatment technologies include wet detention and chemical injection with floc settling. Both of these technologies could provide sedimentation for suspended solids removal and processes for particulate and dissolved phosphorus removal.

Modeling was also performed to evaluate the water quality impacts of unconsolidated sediment dredging within the upper lake segment. Removal of these unconsolidated sediments will increase the lake volume by approximately 5%. This additional lake volume will have little impact on the detention time within the lake, resulting in anticipated water quality characteristics that are similar to the options evaluated without unconsolidated sediment dredging.

Since water quality characteristics in the middle and lower segments are regulated primarily by discharges from the upper segment, water quality benefits achieved in the upper lake will also be observed in the middle and lower segments. During the water quality monitoring program, evidence of phosphorus increases were observed during water migration through the middle and lower segments, suggesting that these areas may degrade the water quality characteristics from the upper segment. The middle and lower segments could substantially benefit from sediment dredging to remove accumulated organic material and deepen the water column. In fact, over excavation of the middle and lower segments may actually be beneficial, creating a deeper water column which would discourage the existing condition of excessive plant growth. Deepening these lake segments would also increase the residence times while reducing sediment inputs resulting in water quality improvements for water migrating through these areas rather than a potential decline. In addition, excavation of accumulated sediments and deepening of Sweetwater Creek immediately upstream of Wekiva Springs Road and the upper lake segment immediately downstream of Wekiva Springs Road would provide a natural sediment trap and reduce the growth of nuisance vegetation in those areas.

### Sweetwater Creek Erosion Potential

Sweetwater Creek is the primary drainage tributary to Sweetwater Cove Lake extending approximately 1½ miles from Hibiscus Drive to Wekiva Springs Road. Sweetwater Creek includes a number

of segments with varying physical characteristics and hydrologic conditions. A field evaluation of the Sweetwater Cove tributary drainage system was performed from April-June 2002. Significant erosion was observed in the channelized sections of Sweetwater Creek. Much of the eroded creek bed sediment has been deposited immediately upstream and downstream of Wekiva Springs Road. The deposits of eroded soil have increased the potential for the growth of nuisance vegetation in the creek and lake.

ERD utilized the ICPR model titled "Big Wekiva Conditions Analysis", provided by Seminole County, to evaluate erosion potential along Sweetwater Creek. The existing conditions analysis was used to determine peak velocities and related hydrologic information at each of the Sweetwater Creek channel nodes for five different storm events. The modeled storm events include the mean annual (4.3 inches), 10-year/24-hour (6.8 inches), 25-year/24-hour (8.4 inches), 50-year/24-hour (9.5 inches) and 100-year/24-hour (11.4 inches). Due to the sandy soils, moderately sinuous nature and unvegetated bottom condition for a significant portion of Sweetwater Creek, a maximum permissible velocity of two feet per second was selected for evaluation of erosion potential for a 10-year/24-hour design storm.

Four nodes with modeled velocities greater than 2 feet per second were identified for the 10-year/24-hour design storm event. Since these values were calculated using a model, which contained limited field survey information, ERD recommends the County perform a detailed survey of those Sweetwater Creek segments with modeled velocities in excess of the maximum permissible velocity. The detailed survey information can be used to verify the modeled peak velocities for the design storm. Designs can then be completed to stabilize those Sweetwater Creek segments with peak velocities in excess of the permissible velocity or with field observed erosion. Potential stabilization methods include reducing velocities by increasing channel cross-sectional area, installing erosion-control materials, sodding and/or replanting with wetland vegetation.

### Recommendations

Based on the analyses completed during Phase 1B of the Sweetwater Cove Tributary Surface Water Restoration Project, the following action items are recommended for consideration:

1. Construction of a supplemental treatment system to remove 50% or 75% of the total phosphorus loading from Sweetwater Creek to Sweetwater Cove Lake.
2. Excavation of accumulated sediment in Sweetwater Creek immediately upstream of Wekiva Springs Road and upper Sweetwater Cove Lake immediately downstream of Wekiva Springs Road.
3. Excavation of middle and lower Sweetwater Cove Lake to a minimum normal water depth of six feet.
4. Stabilization of Sweetwater Creek segments with confirmed peak velocities in excess of two feet per second for the 10-year/24-hour storm event or field observed erosion.

The next phase of the Sweetwater Cove Tributary Surface Water Restoration Project, Phase 2-Restoration Plan, includes the development of a comprehensive surface water restoration plan for the entire tributary system addressing water quality, erosion and sediment control, control of nuisance vegetation and revegetation. Phase 2 will begin with the development of conceptual designs for the various recommendations in conjunction with capital cost, O&M cost, benefit, permitability and public acceptability. Remedial actions will be prioritized based on cost versus benefit and acceptability. Funding sources should be identified and pursued as soon as possible to allow implementation of the recommended actions.

**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.