

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Water Supply Technical Assistance Funding Agreement

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dan Matthys **CONTACT:** Dick Boyer *JB* **EXT.** 7382

Agenda Date <u>6/27/2006</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Authorize Board Chairman to execute state-funded subgrant agreement.

BACKGROUND:

The County has been informed that a state-funded subgrant of \$10,000 is available to assist with the development of a 10 year water supply facility work plan and local government comprehensive plan amendments pursuant to the Wekiva Parkway and Projection Act, Chapter 369, Part III, FS. Monies would be applicable to the work being done by the Environmental Services Department and Planning Division to prepare the 10 year plan and associated amendments. The plan and proposed amendments will be part of the Fall 2006 cycle of Comprehensive Plan amendments.

Deliverables under the agreement are the following:

1. By August 1, 2006 - \$6,000 - Report identifying existing water supply facilities, including location of wells, facilities used to withdraw water from its source, transmission facilities, treatment facilities, storage facilities and major distribution main as described in the Scope of Work.
2. By September 1, 2006 - \$4,000 – Facility capacity analysis, water supply facility analysis, and analysis of effectiveness of goals, objectives and policies of the comprehensive plan as described in the Scope of Work.

Staff Recommendation:

Staff recommends execution of agreement by Board Chairman.

Attachments:

Letter from Department of Community Affairs
State-Funded Subgrant Agreement with Attachments

Reviewed by: _____ Co Atty: <u>FFT</u> DFS: _____ Other: <u>JD</u> DCM: _____ CM: <u>Co</u> File No. <u>cpdp03</u>
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STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

June 12, 2006

The Honorable Carlton D. Henley, Chairman
Seminole County Board of
County Commissioners
1101 East First Street
Sanford, Florida 32771

Dear Chairman Henley:

The Department of Community Affairs has enjoyed working with Seminole County along with all of the local governments within the Wekiva Study Area and the Wekiva River Commission to implement the requirements of the Wekiva Parkway and Protection Act. Included within the requirements of the Act is the need for each of the local governments within the Wekiva Study Area to prepare a 10 Year Water Supply Facility Work Plan for building water facilities necessary to serve existing and new development and to amend its local government comprehensive plan, by December 1, 2006, to include and implement the 10 Year Water Supply Facility Work Plan.

Based on input from the Wekiva River Commission and the availability of technical assistance funding this year, the Department is providing your local government with \$10,000 to assist with the development of the 10 Year Water Supply Facility Work Plan. The proposed Scope of Work and Schedule of Deliverables is attached to the enclosed contract. The Department wants to provide this funding to the local governments as soon as possible. If the County is interested in receiving the funding, please sign and return the enclosed contract to the Department by June 23, 2006.

Please print and return two signed originals of the agreement to the Department for final execution. Agreements should be signed by the Chairman of the County Commission; if any other person signs the agreement, please include a copy of the appropriate documentation of that person's authority to sign (letter from County Chairperson, copy of minutes establishing signature authority, or an ordinance giving that person authority to sign contracts on behalf of that local government).

We look forward to working with the County to successfully implement the requirements of the Wekiva Parkway and Protection Act. Thank you for your assistance in this matter. If you

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-7407

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 417-0000

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

The Honorable Carlton D. Henley
June 12, 2006
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have any questions concerning this matter, please call James Stansbury, Regional Planning Administrator, at (850)922-1818, or Scott Rogers, Principal Planner, at (850)922-1809.

Sincerely,



Valerie J. Hubbard, AICP
Director, Division of Community Planning

Enclosure

cc: Mr. Dan Matthys, Director of Planning, Seminole County

Contract Number: _____

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Seminole County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end September 1, 2006, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(b) The Recipient shall maintain all records, for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment A - and all other applicable laws and regulations.

(c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:
Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[an electronic copy shall also be submitted to the above office]

and

Department of Community Affairs
(program office)
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(7) REPORTS

The Recipient shall provide such additional program updates or information as may be required by the Department.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be

made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United

States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Exercise any other rights or remedies which may be otherwise available under law;

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and

refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

James Stansbury, Regional Planning Administrator
Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 922-1818
Fax: (850) 488-3309
Email: james.stansbury@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Dick Boyer
Seminole County
Planning & Development Department
1101 East First Street
Sanford, Florida 32771
Telephone: 407-665-7382
Fax: 407-665-7385
Email: DBoyer@seminolecountyfl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope of Work

Attachment B – Schedule of Deliverables

(17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Department agrees to pay a fixed fee of up to \$10,000.00. Payment will be made in accordance with the provisions of Attachment A (Scope of Work) and Attachment B (Schedule of Deliverables). An invoice shall be submitted with each deliverable which is in detail sufficient for a proper preaudit and postaudit thereof.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods

and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(l) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(21) STATE LOBBYING PROHIBITION. No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(22) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

SEMINOLE COUNTY

BY: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Name and Title: Valerie J. Hubbard, Director
Division of Community Planning

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of Community Affairs, Implementation of Growth Management Initiatives Under SB 360, CSFA #52.033 - \$10,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Requirements are limited to those in the Scope of Work (Attachment A).

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Scope of Work

Purpose

This Scope of Work defines the products (deliverables) needed to assist local governments in developing the water supply facility work plan and local government comprehensive plan amendment pursuant to the Wekiva Parkway and Protection Act, Chapter 369, Part III, Florida Statutes. The water supply facility work plan will cover at least a 10-year planning period for building public, private, and regional water supply facilities, including development of alternative water supplies, which are necessary to serve existing and new development. The comprehensive plan amendment will include the 10-year water supply facility work plan in the local government comprehensive plan. This scope of work addresses the development of a water supply facility work plan for local governments located within the Wekiva Study Area. The water supply facility work plan must address: (1) projects for raw water supply; (2) projects for water treatment, storage and distribution facilities; and (3) water conservation and reuse.

Introduction

The Wekiva Parkway and Protection Act, Chapter 369, Part III, Florida Statutes (F.S.), enacted by the Florida Legislature implements the findings and recommendations of the Wekiva River Basin Coordinating Committee. The Act authorizes the development of the Wekiva Parkway and provides for the protection of the Wekiva River system. The Act requires each local government in the Wekiva Study Area to amend its local government comprehensive plan, by December 1, 2006, to include an up-to-date 10 year water supply facility work plan for building potable water facilities necessary to serve existing and new development and for which the local government is responsible as required by Section 163.3177(6)(c), F.S. The water supply facility work plan must address: (1) projects for raw water supply; (2) projects for water supply treatment, storage, and distribution facilities; and (3) water conservation and reuse. The work plan shall include a schedule of water facility capital improvement projects (raw water supply projects, and projects for water supply treatment, storage, and distribution facilities) and identify the actions (e.g., design and feasibility studies) to implement the projects.

The comprehensive plan amendment must address the relevant water supply comprehensive plan requirements of Chapter 163, Part II, F.S., regarding the Potable Water Element, Conservation Element, Intergovernmental Coordination Element, Future Land Use Element, and Capital Improvements Element. The water management districts are to prepare and approve regional water supply plans pursuant to Section 373.0361, F.S.

The Comprehensive Plan shall address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period of the comprehensive plan, considering the applicable regional water supply plan approved pursuant to Section 373.0361, F.S. Here, a major objective of the planning process is the coordination of the local government comprehensive plan with the appropriate water management district's regional water supply plan approved pursuant Section 373.0361, F.S. The Comprehensive Plan Potable Water Sub-element must incorporate the alternative water supply project or projects selected by the local government from those identified in the regional water supply plan (St. Johns River Water Management District regional water supply plan; South Florida Water Management District regional water supply plan) pursuant to Section 373.0361(2)(a), F.S., or proposed by the local government under Section 373.0361(7)(b), F.S. The Potable Water Sub-element must identify such alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs identified in Section 373.0361(2)(a), F.S., within the local government's jurisdiction and include a work plan, covering at least a 10 year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, which are necessary to serve existing and new development. The Potable Water Sub-element must identify the water supply treatment, storage, and distribution

facilities necessary to serve existing and new development. In the Comprehensive Plan Conservation Element, local governments shall assess their current, as well as projected, water needs and sources for at least a 10 year planning period, considering the appropriate regional water supply plan. The Comprehensive Plan Intergovernmental Coordination Element must include guidelines to address coordination of the adopted comprehensive plan with the appropriate water management district's regional water supply plan. The Comprehensive Plan Future Land Use Map must identify waterwells and wellhead protection areas. The Comprehensive Plan Capital Improvements Element must include a financially feasible five-year schedule of capital improvements, including the first five years of the water facilities work plan.

It is important that local governments within the Wekiva Study Area coordinate with the Department of Community Affairs and the appropriate water management district as they complete their water supply facility work plan and comprehensive plan amendment.

TASKS

The following tasks will assist local governments in obtaining the necessary background information that will be needed in preparing their water supply facilities work plan and any necessary comprehensive plan amendments.

Task 1:

Identify the existing water supply facilities for which the local government is responsible under Section 163.3177(6)(c), F.S., including the location of wells (or intake point from a surface water source), facilities used to withdraw water from its source, transmission facilities, treatment facilities, storage facilities and the major distribution mains. Compile data on the design capacity of the production and treatment facilities, current demand on these facilities, the geographic area served, and permit conditions and duration.

Task 2:

- A. For each geographic service area, prepare a facility capacity analysis and compute capacity surpluses and deficiencies for:
 - (i) Existing conditions based on existing demand, including identification of currently utilized water source(s);
 - (ii) Conditions five years in the future based on projected demand and including anticipated expansion of the service area, computing capacity surpluses and deficiencies, including identification of water source(s) that will be used to satisfy the projected demand; and
 - (iii) Conditions ten years in the future based on projected demand and including anticipated expansion of the service area, computing capacity surpluses and deficiencies, including identification of water source(s) that will be used to satisfy the projected demand.
- B. Analyze the water supply facilities (raw water supply; water supply treatment, storage, and distribution) that are needed to serve projected growth and development for each geographic service area for at least the next 10-year period. Identify the facilities and the potential cost of the facilities. The analysis for Task 2 shall be based on the regional water supply plan prepared by the water management district, including population and water demand projections that are coordinated with the water management district. The analysis must address the alternative water supply project(s) selected by the local government from those identified in the regional water supply plan pursuant to Section 373.0361(2)(a), F.S., or proposed by the local government under Section 373.0361(7)(b), F.S. The analysis must identify the alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs. Conservation and reuse should be examined as critical techniques to reduce the demand for

potable water. Demonstrate that a sufficient supply of water will be available to meet projected needs.

- C. Analyze the effectiveness of the water supply planning/implementation goals, objectives and policies of the local government comprehensive plan and recommend revisions to the goals, objectives and policies as necessary to address the water facilities work plan, water conservation and water reuse.

Submit the deliverables to the Department of Community Affairs, St. Johns River Water Management District, and where applicable, the South Florida Water Management District.

Attachment B

Schedule of Deliverables

For performance of task 1 in accordance with the scope of work, and based on acceptance and approval of deliverables by the Department of Community Affairs and the applicable water management district(s), payment shall be made to the recipient according to the schedule below. For performance of task 2 in accordance with the scope of work, and based on acceptance and approval of the deliverables by the Department of Community Affairs and the applicable water management district and including confirmation from the water management district that the local government has sufficiently addressed the water demands identified in the regional water supply plan by planning for needed water sources, payment shall be made to the recipient according to the schedule below.

(NOTE: ALL DELIVERABLES MUST BE CONSISTENT WITH THE REQUIREMENTS OF SECTION 369.321, F.S.)

<u>Deliverable</u>	<u>Due Date</u>	<u>Amount</u>
1. Report identifying existing water supply facilities, including location of wells, facilities used to withdraw water from its source, transmission facilities, treatment facilities, storage facilities and major distribution mains; data to be compiled as outlined in Task 1 above.	August 1, 2006	\$6,000.00
2. Facility capacity analysis, water supply facility analysis, and analysis of effectiveness of goals, objectives and policies of the comprehensive plan, in accordance with the requirements of Tasks 2(A), 2(B), and 2(C) above.	September 1, 2006	\$4,000.00