

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

Item # 25

SUBJECT: Agreement Between the St. Johns River Water Management District (SJRWMD) and Seminole County for the Little Wekiva River Watershed Management Plan – Contract #SI440AA

DEPARTMENT: Public Works **DIVISION:** Roads - Stormwater

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Michael K. Arnold **EXT.** 5622
W. Gary Johnson, P.E., Director Division Manager

Agenda Date 6/28/05 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION: Approve and authorize Chairman to execute the attached Agreement Between the SJRWMD and Seminole County for the Little Wekiva River Watershed Management Plan Contract #SI440AA
District 3: Commissioner Dick Van der Weide
District 5: Commissioner Brenda Carey
(Mike Arnold)

BACKGROUND:

Seminole County has been a partner in the Little Wekiva River Watershed Management Plan under an Agreement between SJRWMD and Seminole County which provided \$2,851,707.27 in funding for the County to complete five erosion control projects in the Little Wekiva River. Four of the projects are complete: Weathersfield (2000), San Sebastian (2000), Northwestern (2004) and Horselovers Lane (2004). The original contract #99W232 expired on September 30, 2004, with an available funds balance of \$434,005.85. The last remaining project, SR434 Sedimentation Control, has been an extended undertaking due to site location issues for the necessary improvements.

The attached Agreement will re-establish funding for the remaining erosion control project in the Little Wekiva River referenced above which will include grade control to reduce sedimentation within the Little Wekiva River, north of SR434. The FDOT property adjacent to the river south of SR434 will be utilized for the installation of grade controls and a potential sedimentation basin. In addition, implementation will be coordinated with improvements to SR434.

The District will reimburse the County for project elements including design, construction and construction management services. The contract will cover work completed through September 30, 2007 and reallocates full balance of funding of \$434,005.85 for this project.

Reviewed by:	<u>SA</u>
Co Atty:	<u>SA</u>
DFS:	
Other:	
DCM:	<u>SA</u>
CM:	<u>SA</u>
File No.	<u>CPWS01</u>

Attachment: Agreement (Contract # SI440AA)

**AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
FOR LITTLE WEKIVA RIVER WATERSHED MANAGEMENT PLAN**

THIS Agreement is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and SEMINOLE COUNTY ("County"), whose address is 520 W. Lake Mary Boulevard, Suite 200, Sanford, Florida 32773.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Fla. Stat., whose geographical boundaries encompass the Little Wekiva River Watershed Management Plan including SR 434 Sedimentation Basin; and

WHEREAS, the District has determined that its needs will be best served by entering into an Agreement for services that can be provided by County (hereafter "the Work").

WHEREAS, the District is committed to the opportunity for diversity in the performance of all procurements, and expects its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the prime, second- and lower-tier participants; and

WHEREAS, the District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.

NOW THEREFORE, in consideration of the payments herein specified, and which the 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 Little Wekiva River Watershed Management Plan, Contract #SI440AA ("the Work"). County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; Exhibit "A" - Statement of Work; Exhibit B - Comptroller's Memorandum; and all attachments hereto.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.

1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.
2. **Completion Date.** The Completion Date of this Agreement shall no later than September 30, 2007, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

B. **Schedule of Work.** County shall commence the Work:

[] Within fifteen (15) days after the Effective Date; or

[] Upon the issuance of a Notice to Proceed by the District; or

[] Within fourteen (14) days of issuance of a Work Order by the District; or

[X] On October 1, 2004 (insert specific date).

This date shall be known as the "Commencement Date." County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

C. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's project manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment. The County shall provide in-kind services in the form of staff management time during the project and maintenance management for the completed project.

B. **Progress Reports.** When requested, County shall submit semi-annual progress reports to the District's project manager in a form approved by the project manager. The progress report shall provide an updated progress schedule with each payment request, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The 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 the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.

C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when the County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District

property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by County. The original documents or materials, excluding proprietary materials, as outlined in the Statement of Work, shall be provided to the District upon the expiration or termination of this Agreement, or upon request. County shall include language in all subcontracts that so provides.

- D. **County Computer Codes.** If the existing computer codes required for the development of a model selected by County and necessary for use in completing the Work are deemed proprietary by County, then County grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes and agrees to indemnify and hold the District harmless from all costs, damages, and expenses, including attorney's fees, arising from any claim, right, or suit over the proprietary interests in the computer codes developed for the Work. Documentation of County's proprietary rights shall be provided to the District upon request. County's computer codes may be public records subject to the provisions of Section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the District shall notify County in writing of the request in order to give County the right to protect its proprietary interest.
- E. **District Computer Codes.** County shall not be entitled to claim any proprietary right to computer codes that are developed by County in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law

ARTICLE III - COMPENSATION

- A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay County a sum in the amount not to exceed \$434,005.85 (the "Total Compensation").
- B. **In-Kind Services.** Through this Agreement, the District will provide funding to the County on a cost-reimbursable basis. The County will provide in-kind services in the form of staff management time during the project and maintenance management for the completed project. In the event project costs exceed the total compensation amount, County shall be responsible for providing any additional funding required to complete the project.
- C. **Invoicing Procedure.** All invoices shall be submitted to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. County shall submit semi-annual itemized invoices based upon the actual Work performed and shall bill as per the Contract Budget included in Exhibit A – Statement of Work, attached hereto and by reference made a part hereof. Each invoice shall be submitted in detail sufficient for a proper pre-audit and post-audit review and shall comply with the documentation requirements described in Comptroller's memorandum, dated October 7, 1997, attached hereto and made a part hereof as Exhibit B to this Agreement.

All payment requests submitted by the County shall include the following information:

1. Contract number SI440AA
2. County's name and address (include remit address if necessary)
3. Name of District's Project Manager
4. Name of County's Project Manager
5. Cost data (utilize the appropriate method for payment request per the contract)

- (a) Supporting documentation and copies of invoices if cost reimbursable; or
- (b) Deliverables submitted and approved; or
- (c) Project completion documentation; or
- 6. Progress Report (as per contract requirements)
- 7. Diversity Report (The report shall include company names for all W/MBEs and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this ARTICLE III.C. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to ARTICLE III.C.

- D. **Payments.** The District shall pay County one hundred percent (100%) of each approved invoice.
- E. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- F. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.
- G. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay County all travel expenses pursuant to the District's Administrative Directive 2002-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.
- H. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

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., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

This Agreement is at all times contingent upon funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one (1) year are subject to annual appropriation of funds, in the sole discretion and judgment of the District's Governing Board, for each succeeding year. Should the Work provided for hereunder not be approved, in whole or in part, for funding by an external funding source, or the Governing Board in succeeding years, the District shall so notify Contractor, and this Agreement shall be deemed terminated for convenience in accordance with **GC-TERMINATION FOR CONVENIENCE** five (5) days after receipt of such notice, or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

- A. **Project Managers.** The project managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as project manager:

<u>District</u>	<u>County</u>
Mary Brabham, P.E. Sr. Project Manager	Mark Flomerfelt, P.E., Project Manager
St. Johns River Water Management District	Seminole County
975 Keller Road	520 W. Lake Mary Boulevard, Suite 200
Altamonte Springs, Florida 32177	Sanford, Florida 32773
Sun Com 337-4829	(407) 665-5710
E-mail: mbrabham@sjrwmd.com	E-mail mflomerfelt@seminolecounty.fl.gov

- B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Work. The District's project manager shall have the authority to approve minor deviations in the Work that do not affect the Total Compensation or the Completion Date. The District's Project Manager and, as appropriate, other District employees, shall meet with County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party. The District reserves the right to request County to replace its project manager if said manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.
- D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill and attention.
- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - TERMINATIONS

- A. **Termination for Default.** This Agreement may be terminated 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 to consult with the other party prior to termination and remedy the default.
- B. **Termination for Convenience.** This Agreement may be terminated in whole or in part in writing by the District, provided the County is given: (1) not less than thirty (30) calendar days written notice 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 the District, any payment due to County at the time of termination shall be adjusted to cover any additional costs to the District because of County's default. If termination for the District's default is effected by County, or if termination for convenience is effected by the District, an 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, the 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, the District may take over the Work or may award another party a contract to complete the Work. County's shall provide the District with any licenses to enter real property interests owned by County necessary for completion of 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 VIII - MISCELLANEOUS PROVISIONS

- A. **Assignment and Subcontracts.** County shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder, which involve more than fifteen percent (15%) of the total cost of the Work, without the prior written consent of the District. As soon as practicable after signing this Agreement, but in no event not less than ten (10) calendar days prior to the effective date of any such subcontracts, County shall notify the District's project manager in writing of the names of such subcontractors. County shall not employ any such subcontractors until they are approved in writing by the District, which approval shall not be unreasonably withheld. Upon receipt of such consent, when a written work product is involved, County shall cause the names of the firm(s) responsible for such portions of the Work to appear thereon. County shall provide the District with an executed copy of any such subcontracts within ten (10) calendar days after the effective date of the subcontract. Neither District approval of a subcontractor nor any other provision of this Agreement shall create a contractual relationship between any subcontractor and the District.

County shall be responsible for the fulfillment of all Work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. County shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. County shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. Nothing herein shall create any contractual relationship between any subcontractor and the District.

- B. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

- C. **Independent Contractor.** County is an independent contractor. Neither County nor County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, 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 all federal, state and local taxes income or employment taxes, and, if 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 County's duties hereunder or alter County's status as an independent contractor.

- D. **Non Lobbying.** Pursuant to Section 216.347, Fla. Stat., as amended, County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.

- E. **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.

- F. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.

- G. **Release of Information.** Records of County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. In the event County receives a request for any such records, County shall notify the District's project manager within three (3) workdays of receipt of such request and prior to the release of any information. Nor shall County publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and the District's written consent. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of Chapter 119, Fla. Stat., as amended.
- H. **Royalties and Patents.** Unless expressly provided otherwise herein, County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.
- I. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- J. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Duval County, Florida, and if in federal court, shall be in the Middle District of Florida, Jacksonville Division.
- K. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- L. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.
- M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.
- N. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- O. **Entire Agreement.** This Agreement, upon execution by County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.

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

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its executive director, and COUNTY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT

SEMINOLE COUNTY

By: _____
Kirby B. Green III, Executive Director

Date: _____

APPROVED BY THE OFFICE OF GENERAL
COUNSEL

Stanley J. Niego, Sr. Assistant General Counsel

Documents attached:

Exhibit A — Statement of Work
Exhibit B – Comptroller's Memorandum

By: _____

Typed Name and Title

Date: _____

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: _____
Carlton Henley, Chairman
Board of County Commissioners

Date: _____

As authorized for execution by the
Board of County Commissioners at their
_____, 2005 regular meeting.

Agreement Between
The St. Johns River Water Management District
And Seminole County
For Little Wekiva River Watershed Management Plan
Contract #SI440AA

**EXHIBIT "A" – STATEMENT OF WORK
LITTLE WEKIVA RIVER WATERSHED – MANAGEMENT PLAN
– SEMINOLE COUNTY**

I. INTRODUCTION/BACKGROUND:

Work that has been ongoing in the Middle St. Johns River Basin (MSJRB) before the development of a Surface Water Improvement and Management (SWIM) Program includes the erosion control work in the Little Wekiva River watershed. This program has been included as an important effort in the MSJRB SWIM Plan. The successful partnership in the Little Wekiva has been a part of the foundation of expanding efforts in the surface water improvement efforts in the MSJRB. The erosion control efforts will continue under this contract, with much of the work already completed under previous Contract #99W232, which expired in September 2004. The severe erosion problems that have occurred in the Little Wekiva River over the past few years have provided incentive for the State of Florida Legislature to authorize Specific Appropriations for work to address the problem during the 1995, 1996, 1997, 1998 and 2000-2002 sessions. The Little Wekiva River Technical Working Group, that consists of the Department of Environmental Protection, the District, local governments, environmental groups, and residents, has developed a basin-wide management plan that includes several projects along the river. Several projects identified in the erosion control master plan have been funded and constructed, or approved for future funding. Seminole County (County) is an active local government in the implementation of the erosion control master plan, and this contract will provide funding support for their continued efforts.

The funding provided to County under this contract will allow the County to complete the final erosion control project that was identified in their jurisdiction in the Little Wekiva River Watershed Management Plan. The County has completed the two dredging projects (1996 and 1997), the Weathersfield (2000), San Sabastian (2000), Northwestern (2004), and Horselovers Lane (2004) erosion control Projects under Contract #99W232. The final project in Seminole County for erosion control under this program shall be grade control upstream of S.R. 434.

II. OBJECTIVES:

The objective of this Statement of Work includes the successful implementation of the remaining erosion control project, S.R. 434 sediment control, which will include grade control to reduce sedimentation north of S.R. 434.

III. SCOPE OF WORK:

The scope of this project is the implementation of the remaining erosion control project in the Little Wekiva River in Seminole County. Under this contract, the District will reimburse County for project elements including project design, construction, and construction management services. Each of these elements of the project are to be completed by County and will be reimbursed to County upon submission of invoicing information that is acceptable pursuant to the funding requirements. This Contract shall include work completed October 1, 2004 through September 30, 2007. The final project that remains to be completed is described below.

S.R. 434 Sedimentation Control (Seminole County)

Recent evaluations of the Little Wekiva River have indicated that the best option for sedimentation control in river segments downstream of S.R. 434 is to install grade control structures upstream of S.R. 434. The County shall proceed with the design, permitting, and construction of grade control upstream of S.R. 434.

IV. TASK IDENTIFICATION:

County shall complete the tasks outlined below for the remaining project. County shall be responsible for the design, permitting, construction, construction management and long-term operation and maintenance of the projects. The District will provide cooperative funding, regional coordination, and technical support in the implementation of the project. County Tasks include:

S.R. 434 Sedimentation control

- a. Evaluation to determine the most feasible locations for grade control south of S.R. 434
- b. Final design and permitting
- c. Public Information
- d. Construction – County shall bid and construct the project upon completion of the design, acquisition and permitting phases of the project. Construction activities shall be the responsibility of County and will be reimbursed to County up to the amount of funds remaining under this funding agreement.

County shall be responsible for all bonding and insurance requirements.

V. TIME FRAMES AND DELIVERABLES:

<u>Activity</u>	<u>Completion by</u>
Alternative Selection and Preliminary Design.....	August 31, 2005
Final design and permitting	September 30, 2006
Bid and contracting	September 30, 2005
Construction.....	August 31, 2007
<u>Invoicing with Status Report</u>	<u>semi-annually</u>
Total	27 months

VI. CONTRACT BUDGET:

The budget of Contract #SI440AA and total budget for the Seminole County Little Wekiva River erosion control projects are listed below. Payments will be made on a cost-reimbursable basis, and status reports to identify project status, notable issues, and to outline any delays shall accompany all invoices. The District will provide funding to the County on a cost-reimbursable basis. The County shall provide in-kind services in the form of staff management time during the project and maintenance management for the completed project.

Erosion Control Project	Original Contract Budget (99W232)	Remaining Budget
Weathersfield	\$ 633,787.80	Project complete under Contract# 99W232
San Sabastian	\$ 66,865.26	Project complete under Contract# 99W232
Northwestern Avenue	\$ 920,000.00	Project complete under Contract# 99W232
Horselovers Lane	\$ 651,054.21	Project complete under Contract# 99W232
S.R. 434 Sedimentation control	\$ 580,000.00	
TOTAL	\$2,851,707.27	\$434,005.85

Of the original contract (99W232) amount, \$2,417,701.40 was expended. The remaining funds to complete this project is \$434,005.85 and will be expended under Contract #SI440AA.

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.