

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** First Amendment to the Agreement #SE661AA between the St. Johns River Water Management District and Seminole County for the Cameron Ditch and Navy Canal Flood Attenuation and Retrofit Projects

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

**AUTHORIZED BY:** *W. Gary Johnson*      **CONTACT:** *PW* Robert Walter, P.E.      **EXT.** 5942  
*W. Gary Johnson, P.E., Director*      *Michael K. Arnold, Manager*

**Agenda Date** 07/26/05    **Regular**     **Consent**     **Work Session**     **Briefing**   
**Public Hearing - 1:30**     **Public Hearing - 7:00**

**MOTION/RECOMMENDATION:**

Authorize the Chairman to execute Amendment #1 to the Agreement #SE661AA between the St. Johns River Water Management District (SJRWMD) and Seminole County for the Cameron Ditch and Navy Canal Flood Attenuation and Retrofit Projects.

District 5 - Commissioner Carey (Michael K. Arnold, Manager)

**BACKGROUND:**

The original Agreement provides funding from the St. Johns River Water Management District in the amount of \$2,870,000.00 for design and construction of two (2) Regional Stormwater Facilities (RSF's) for water quality treatment and flood reduction of the Cameron Ditch and Navy Canal areas.

Amendment #1 provides for an additional \$53,424.20 for fencing at the Cameron Ditch Project to separate the adjacent pasture lands from the RSF's. The total amount provided in the Agreement #SE661AA will be \$2,923,424.20. In addition, the Amendment reallocates the project amounts and allows future transfers of contract funds between the RSF projects.

These projects are funded by St. Johns River Water Management District, managed by Seminole County and are currently under construction.

Attachments: Amendment #1 Agreement

**Reviewed by:** *SC*  
**Co Atty:** \_\_\_\_\_  
**DFS:** \_\_\_\_\_  
**Other:** *AS*  
**DCM:** \_\_\_\_\_  
**CM:** *KB*  
**File No.** CPWS01

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

THIS AMENDMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, 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 ("County"), whose address is 177 Bush Loop, Sanford, FL 32773.

WHEREAS, the District and County entered into Agreement SE661AA on November 29, 2001, for the Cameron Ditch and Navy Flood Attenuation and Retrofit Projects and amended the Agreement on November 29, 2004 (Change Order #1); 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 with the following paragraph:  
  
"All Work will be performed in accordance with Exhibit "A-1" – REVISED SCOPE OF WORK, entitled Cameron Ditch and Navy Canal Flood Attention and Retrofit Projects, attached hereto and by reference made a part of this AGREEMENT."
  
2. **ARTICLE IX – COMPENSATION**: Paragraph A shall be deleted and replaced with the following:  
  
"A. **Amount of Funding**: For satisfactory performance of the Work outlined in the Contract, District agrees to pay County an additional sum not to exceed \$53,424.20, increasing the original contract amount of \$2,870,000 to a total not to exceed amount of \$2,923,424.20."  
  
"B. **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 one itemized invoices based upon the actual Work performed and shall bill as per revised Statement of Work Cost Schedule included in Exhibit A-1, attached hereto and by reference made a part hereof.

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

1. Contract number, SH45812.
2. County's name and address (include remit address if necessary)
3. Name of District's Project Manager
4. Name of the County's Project Manager
5. Cost data (utilize the appropriate method for payment request per the contract)
  - (a) Project completion documentation.
6. 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 the 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 shall be returned to the 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. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.”

The District and Seminole 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: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name and Title

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

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

APPROVED BY THE OFFICE  
OF GENERAL COUNSEL

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

\_\_\_\_\_  
Stanley J. Niego, Sr. Assistant General Counsel

\_\_\_\_\_  
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 the Cameron Ditch and Navy Canal  
Flood Attenuation and Retrofit Projects  
Contract #SE661AA

**EXHIBIT "A-1" – REVISED SCOPE OF WORK**  
**CAMERON DITCH AND NAVY CANAL FLOOD**  
**ATTENUATION AND RETROFIT PROJECTS**

**I. NAVY CANAL FLOOD ATTENUATION AND RETROFIT PROJECT**

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

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

BUDGET.....\$1,660,000\*

**II. CAMERON DITCH**

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

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

BUDGET.....\$1,210,000\*

**III. FENCING PROJECT FOR CAMERON DITCH**

FDEP has agreed to create a new contract for the installation of fencing surrounding the construction area and construct a 4-acre wet detention facility at the Cameron Ditch project. Cattle currently graze the proposed construction site. The Fencing Project at Cameron Ditch includes the installation of approximately 5,500 feet of galvanized steel fencing, which will separate the grazing cattle from the construction area.

- Task III.A Installation of Fencing

BUDGET.....\$53,424.20

TOTAL BUDGET.....\$2,923,424.20

\*Project costs can be transferred between the first two projects listed above. The source of funds for the third project precludes the transfer of funds for other use. Any unspent funds can be liquidated from this contract once the projects are complete.

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

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

**WITNESSETH THAT:**

WHEREAS, DISTRICT is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Fla. Stat., whose geographical boundaries encompass Lake Jesup Watershed Basin; and

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

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

**ARTICLE I - SCOPE OF WORK**

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

**ARTICLE II - SCHEDULE OF WORK AND EFFECTIVE DATE**

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

CERTIFIED COPY

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA

BY Cheryl Cole  
DEPUTY CLERK

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

### **ARTICLE III - TERM**

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

### **ARTICLE IV - LIABILITY AND INSURANCE**

- A. Each party to the AGREEMENT is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat. (1999).
- B. If COUNTY fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, DISTRICT may avail itself of any or all remedies provided in the Contract and shall have the right and power to proceed in accordance with its provisions.
- C. Each party shall also acquire and maintain throughout the term of this AGREEMENT such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.
- D. COUNTY hereby certifies to DISTRICT that the Work to be performed pursuant to this AGREEMENT does not and will not infringe on any patent rights.

### **ARTICLE V - RESPONSIBILITIES OF COUNTY**

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

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

#### **ARTICLE VI - RESPONSIBILITIES OF DISTRICT**

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

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

#### ARTICLE VII - DELIVERABLES

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

#### ARTICLE VIII - FUNDING

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

#### ARTICLE IX - COMPENSATION

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

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

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

#### **ARTICLE X - OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE XI - SUBCONTRACTING**

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

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

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

## **ARTICLE XII - CHANGES IN SERVICE REQUIREMENTS**

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

## **ARTICLE XIII - INTEREST OF COUNTY**

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

## **ARTICLE XIV - CANCELLATION**

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

## **ARTICLE XV - ASSIGNMENT**

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

## **ARTICLE XVI - AUDIT: ACCESS TO RECORDS**

- A. COUNTY agrees that DISTRICT or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this AGREEMENT, have access to examine any of COUNTY's books, documents, papers, and records involving

transactions related to this AGREEMENT. COUNTY agrees that payment(s) made under this AGREEMENT shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

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

#### **ARTICLE XVII - CIVIL RIGHTS**

Pursuant to Chapter 760, Fla. Stat., COUNTY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap or marital status.

#### **ARTICLE XVIII - CONFLICTING EMPLOYMENT**

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

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

#### **ARTICLE XIX - NON-LOBBYING**

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

#### **ARTICLE XX - TERMINATIONS**

- A. Termination for Default: This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity for consultation with the other party prior to termination.

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

#### **ARTICLE XXI - GOVERNING LAW**

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

#### **ARTICLE XXII - CONSTRUCTION OF AGREEMENT**

This AGREEMENT shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, DISTRICT and COUNTY, have contributed substantially and materially to the preparation hereof.

**ARTICLE XXIII - ENTIRE AGREEMENT**

This AGREEMENT upon execution by COUNTY and DISTRICT, and the contract documents constitute the entire Agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this AGREEMENT. COUNTY agrees that no representations have been made by DISTRICT to induce COUNTY to enter into this AGREEMENT other than as expressly stated by this AGREEMENT. This AGREEMENT cannot be changed orally, nor by any means other than written amendments referencing this AGREEMENT and signed by all parties.

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

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

~~SEMINOLE COUNTY~~

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

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

~~Typed Name and Title~~

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

~~Typed Name and Title~~

APPROVED BY THE OFFICE OF GENERAL COUNSEL

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



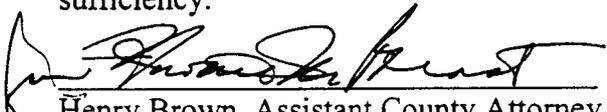
MARYANNE MORSE  
Clerk to the Board of County  
Commissioners of Seminole, Florida

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

Date: 11/29/01

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

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



Henry Brown, Assistant County Attorney

11/7/01  
Date

*agmt SJRWMD +  
SC Cameron Ditch  
Navy Canal Flood*

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

**I. NAVY CANAL FLOOD ATTENUATION AND RETROFIT PROJECT**

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

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

**BUDGET..... \$ 2,045,000**

**II. CAMERON DITCH**

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

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

**BUDGET..... \$ 825,000**

**TOTAL BUDGET..... \$ 2,870,000**

**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.