

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Change Order for Contract Agreement #SG471AA Between the St. Johns River Water Management District and Seminole County for Cassel Creek Stormwater Management and Investigation Facility

**DEPARTMENT:** Public Works      **DIVISION:** Road Operations & Stormwater

**AUTHORIZED BY:** *Gary Johnson*      **CONTACT:** *M*      **EXT.** 5710  
Gary Johnson, PE, Director      Mark E. Flomerfelt, P.E., Manager  
Public Works      Road Operations & Stormwater Division

Agenda Date 07/27/04    Regular     Consent     Work Session     Briefing   
Public Hearing – 1:30       Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute a change order for Contract Agreement #SG471AA between St. Johns River Water Management District (SJRWMD) and Seminole County to extend the date of completion to June 2005, for conceptual design of the Cassel Creek Stormwater Management and Investigation Facility.

District 4; Commissioner Henley; (Mark Flomerfelt)

**BACKGROUND:**

This Agreement involves conceptual design of a Regional Stormwater Facility (RSF) to provide water quality treatment and flood reduction for the Cassel Creek area.

Delays in this project occurred with the departure of the SJRWMD Project Manager. An extension to the project schedule is necessary in order to complete the development of a conceptual design no later than June 2005.

This project is funded by St. Johns River Water Management District and managed by Seminole County.

Attachments: Change Order Agreement

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



# St. Johns River Water Management District

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

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

## CHANGE ORDER

**CONTRACT NUMBER:** SG471AA

**CONTRACT NAME:** Cassel Creek Stormwater Management

**DATE:** 5/28/04      **Work Order No.** \_\_\_\_\_      **Change Order No.** 1

**TO:** Mark Flomerfelt  
Seminole County  
520 West Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

**FROM:** Regina Lovings, Project Manager *RL*

**PROJECT NAME:** Middle St. Johns River Basin, Lake Jesup Restoration Project

**ACCOUNT NUMBER:** 15-42-55-6330-8301-02006

**CHANGE ORDER IMPACTS:** There will be no impacts to any other projects, and the Statement of Work remains the same. The Cassel Creek Project, located on the old City of Maitland Waste Water Treatment Plant site, is a project to develop concepts for treatment of stormwater runoff and converting the treated waters into a resource for the community and the environment. The District acquired the Maitland site in March 2002.

**JUSTIFICATION FOR EXTENSION:** Initial delays in this project occurred with the departure of the Project Manager, Carla Palmer. Initial expectations of completing the various components of selecting a Consultant and the pre-design process by December 2003 did not occur with the unexpected change in leadership. Instead, pre-design will not be completed until approximately August 2004, an eight-month delay. Currently the Consultant has been selected and the pre-design scope of work is in the development process. Therefore, an extension to the project schedule is necessary in order to complete the development of a conceptual design no later than June 2005.

### **SCHEDULE/WORK ORDER AMOUNT IMPACTS:**

Extend the completion date from June 30, 2004 to June 30, 2005 (impact on schedule: 365 days)

The completion date of \_\_\_\_\_ will not be affected by this change order.

The amount will not be affected by this change order.

### **GOVERNING BOARD**

Ometrias D. Long CHAIRMAN APACHE	David G. Graham VICE CHAIRMAN JACKSONVILLE	R. Clay Albright SECRETARY OCALA	Duane Ottenstroer TREASURER JACKSONVILLE
W. Michael Branch FELSMOUTH BEACH	John G. Sawinski PALM BEACH	William Kerr MELBOURNE BEACH	Ann T. Moore EUNICE
			Susan N. Hughes JACKSONVILLE

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

Original Amount..... \$ 250,000.00  
Total Additions / Deductions..... \$ 0.00  
Revised Amount..... \$ 250,000.00

Date: 28 June 04

Acknowledged: Mark Fomenfert  
Seminole County

Date: 6/16/04

MARK FOMENFERT  
MANAGER - ROADS/ STORMWATER DIVISION

Change Order for Contract Number SG471AA - Cassel Creek Stormwater Management for the Middle St. Johns River Basin, Lake Jesup Restoration Project

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

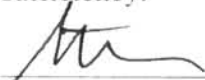
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of County  
Commissioners of Seminole County, Florida

By: \_\_\_\_\_  
Daryl McLain, Chairman  
Board of County Commissioners

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

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  
\_\_\_\_\_, 2004 regular meeting

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

7/9/04  
\_\_\_\_\_  
Date

Change Order for Contract Number SG471AA - Cassel Creek Stormwater Management for the  
Middle St. Johns River Basin, Lake Jesup Restoration Project

**AGREEMENT BETWEEN  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND SEMINOLE COUNTY FOR  
CASSEL CREEK STORMWATER MANAGEMENT  
AND INVESTIGATION FACILITY**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("DISTRICT"), whose address is 4049 Reid Street, Palatka, Florida 32177, 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 the Middle St. Johns River Basin; and

WHEREAS, DISTRICT has determined that its needs will be best served by entering into an 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 Cassel Creek Stormwater Management and Investigation Facility, Contract #SG471AA. 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" – Statement 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 - STATEMENT OF WORK**

All Work will be performed in accordance with EXHIBIT "A", STATEMENT OF WORK, entitled, "Cassel Creek Stormwater Management and Investigation Facility," 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 September, 2003.
- 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 by not later than June 30, 2004, unless the date is extended by mutual agreement of the parties hereto. Time is of the essence.

CERTIFIED COPY

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA

BY *Eva Couch*  
DEPUTY CLERK

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**ARTICLE III - TERM**

This AGREEMENT shall expire at 12:00 midnight on the sixtieth day after the completion of the Work in accordance with the date established under ARTICLE II above.

**ARTICLE IV - LIABILITY AND INSURANCE**

- A. Each party to the AGREEMENT is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat. (1999).
- B. If COUNTY fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, DISTRICT may avail itself of any or all remedies 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 Bob Walters 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. In the event COUNTY subcontracts any work under this AGREEMENT, COUNTY shall require its subcontractor(s) to acquire and maintain throughout the course of its contract period, workers' compensation, automobile, general liability and professional liability (design components) insurance coverage in amounts acceptable to DISTRICT. DISTRICT shall be listed as an additional insured on the general liability insurance policy.
- D. In the event project costs exceed the amount authorized in Article VIII, Paragraph A, COUNTY shall be responsible for all additional funding needed to complete the project.
- E. CONTRACTOR is an independent contractor. Neither CONTRACTOR nor CONTRACTOR's employees are employees of DISTRICT. CONTRACTOR shall have the right to control and direct the means and methods by which the Work is accomplished. CONTRACTOR may perform services for others, which solely utilize CONTRACTOR's facilities and do not violate any confidentiality requirements of this Agreement. CONTRACTOR is solely responsible for compliance with all labor and tax laws pertaining to CONTRACTOR, its officers, agents, and employees, and shall indemnify and hold DISTRICT harmless from any failure to comply with

such laws. CONTRACTOR's duties with respect to CONTRACTOR, 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 CONTRACTOR 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 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 CONTRACTOR's duties hereunder or alter CONTRACTOR's status as an independent contractor.

#### 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 Statement 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. The Project Manager shall have authority to make minor changes in the work, not affecting cost, not affecting time, and not inconsistent with the purpose of the work through the issuance of written supplemental instructions. All supplemental instructions shall be incorporated into the contract

#### ARTICLE VII - DELIVERABLES

- A. **Deliverables:** COUNTY shall deliver all services, products, and deliverables as stated in the Statement of Work.
- B. **Reports:** COUNTY shall submit monthly 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

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DISTRICT's standard software products. DISTRICT's standard office automation products include the Microsoft® Office Suite (WORD, EXCEL, ACCESS, and POWERPOINT). Other formats may be accepted, if mutually agreed upon by DISTRICT's Project Manager and Chief Information Officer.

#### ARTICLE VIII - COMPENSATION

- A. **Amount of Funding:** For satisfactory performance of the Work outlined in the Contract, DISTRICT agrees to pay COUNTY a sum in the amount not to exceed \$250,000 on a cost-reimbursable basis.
- B. **Invoicing Procedure:** All invoices shall reference Contract Number SG47IAA and shall be submitted to Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida, 32177. COUNTY shall submit itemized monthly invoices based upon the actual work performed and shall bill as per the Project Budget included in EXHIBIT "A." 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 document 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. **Travel:** Travel expenses must be submitted on DISTRICT or State of Florida Travel Forms. DISTRICT will pay COUNTY all travel expenses pursuant to DISTRICT's Travel and Per Diem Administrative Directive 2000-02 (EXHIBIT "C"). Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the Project Budget.
- E. **Release:** COUNTY agrees that acceptance of the payment, shall be considered as a release in full of all claims against DISTRICT or any of its members, agents, and employees, arising out of, or by reason of, the Work done and materials furnished under this AGREEMENT. Prior to, or in conjunction with final payment, DISTRICT shall review and determine that COUNTY has fully and satisfactorily completed the required Work under this AGREEMENT. If DISTRICT determines that COUNTY has complied with the terms and conditions of this AGREEMENT, then acceptance of final payment by COUNTY shall be considered as a release in full of all claims by DISTRICT against COUNTY, or any of its members, agents and employees, arising out of, or by any reason of, the Work to be done and materials furnished under this AGREEMENT.

#### ARTICLE IX - 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.

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- 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 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 Statement 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.

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**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.

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**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 his name by his 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

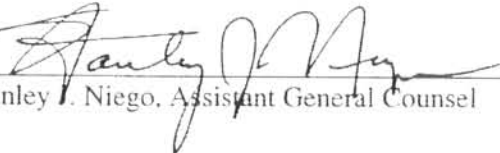
SEMINOLE COUNTY

By:   
Kirby B. Green III, Executive Director

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

Typed Name and Title

APPROVED BY THE OFFICE  
OF GENERAL COUNSEL

By:   
Stanley I. Niego, Assistant General Counsel

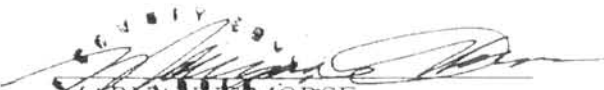
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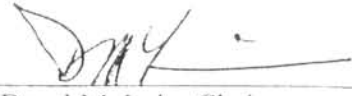
Typed Name and Title

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

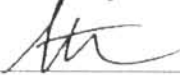
  
 MARIANNE MORSE  
 Clerk to the Board of County  
 Commissioners of Seminole County, Florida

By:   
 Daryl McLain, Chairman  
 Board of County Commissioners

Date: 9/2/03

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  
36 Aug., 2003 regular meeting

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

Date 8/26/03

**EXHIBIT "A" – STATEMENT OF WORK**  
**CASSEL CREEK STORMWATER MANAGEMENT**  
**AND INVESTIGATION FACILITY**

**I. INTRODUCTION/BACKGROUND**

In January 2002, DISTRICT's Governing Board approved the Middle St. Johns River SWIM Plan. The Plan promotes initiatives for water quality enhancement, support of watershed master plans and the implementation of stormwater retrofit projects. This contract serves to provide technical and funding support to local governments (Seminole County) in the design and implementation of stormwater retrofit projects in the Lake Jesup Watershed subbasin.

DISTRICT acquired the 10-acre Cassel Creek Stormwater Management and Investigation Facility site in May 2002. The site, previously referred to as the Maitland Wastewater Treatment Plant (WWTP), is the planned site for development of a major stormwater retrofit project and investigation facility. The site is located within the Cassel Creek sub-basin of the Howell Creek Basin, which discharges directly into Lake Howell and eventually reaches Lake Jesup and the St. Johns River.

The proposed project is intended to provide conceptual/preliminary designs addressing water quality treatment and flood attenuation for the sub-basin, through a variety of water quality treatment technologies (including the possible use of salvageable components of the existing WWTP), monitoring water quality treatment efficiencies, and conducting research activities and investigations for the development of highly efficient stormwater treatment technologies. Ultimately, future research activities within this site are intended to lead to the development of innovative stormwater treatment technologies and/or best management practices that would require less surface area and would reduce land acquisition costs. Such stormwater treatment technologies will facilitate water quality retrofit of highly urbanized areas. Construction of a regional treatment facility at the Cassel Creek site is one of the priority remediation projects within basin and will assist in the reduction of nutrients discharged into Lake Jesup.

**II. OBJECTIVES**

The purpose of this project is to select a consultant for the development of conceptual design alternatives for the Cassel Creek Stormwater Facility to reduce nutrient loading to Lake Jesup. The goal of the project is the establishment of a variety of water quality treatment technologies, monitoring water quality treatment efficiencies, and conducting research activities and investigations for the development of highly efficient stormwater treatment technologies. Measurable goals for pollutants will be identified for each of the treatment alternatives in the conceptual design. DISTRICT staff will coordinate with COUNTY staff to select the consultant.

**III. SCOPE**

The scope of this project is the selection of a design consultant via Seminole County Road Operations and Stormwater Division via the RFP/RFQ process for the ultimate construction of the Cassel Creek Facility. DISTRICT staff will participate in consultant selection and will monitor and review the progress made by the County, as well as monitor the schedule, tasks, and deliverables associated with this agreement.

**IV. TASK IDENTIFICATION**

- Site Characterization
- Hydrologic & Hydraulic Evaluation
- Water Quality Evaluation

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- Conceptual/Preliminary Alternative Designs
- Public Presentations and Informational Meetings
- Progress, Coordination, and Permitting Meetings
- Preliminary Design Report

**V. TIME FRAMES AND DELIVERABLES**

The time frame and deliverables for the selection of a consultant via the "Request for Qualifications" (RFQ) process is in the early stages and can be better predicted as the selection process proceeds.

Timeline:

Advertise RFQ .....	30 days
Consultant Selection/ Conceptual Design.....	60 days
Statement of Work Authorization.....	60 days
Notice to Proceed.....	5 days after final SOW approved by DISTRICT

**VI. BUDGET**

The budget for the work associated with this project is \$250,000. Pursuant to Article VIII, all funds will be paid to COUNTY on a cost-reimbursable basis. All documentation shall be provided to DISTRICT and DISTRICT will remain involved as a stakeholder throughout this project.

**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.

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**EXHIBIT "C"**  
**Administrative Directive**  
**2000-02**  
**Travel and Per Diem**

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

**PURPOSE**

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

**I. GENERAL**

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

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

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

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

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

**II. DEFINITIONS**

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

- A. Actual Point of Origin – the geographic location where the travel begins, which is other than the "point of origin" as defined in this section.
- B. Authorized Traveler – Any person with authorization to incur travel in the performance of official District business and who falls into one of the following categories:
  - 1) Governing Board member.
  - 2) Employee of the District including part-time and shared positions as well as OPS, student, intern and temporary agency employees.
  - 3) A person who is a candidate for a position and travel expense reimbursement has been approved by the Department Director in accordance with policy 99-08.

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- 4) A person requested to incur time and services as a volunteer, contractor, consultant, advisor, visitor, or state and federal representatives, or
- 5) Other persons as approved by the Executive Director.

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

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

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

2. Class B is continuous travel of less than 24 hours away from official headquarters overnight. This is calculated based on four equal six-hour quarters beginning at the hour of departure. For example, if travel begins at 5:00 p.m. the first quarter begins at 5:00 p.m. and ends at 11:00 p.m.
  3. Class C is travel for short or day trips where the traveler is not away from official headquarters overnight.
- D. Common Carrier – Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.
- E. Conference/Convention – the coming together of a large number of persons with a common interest or interests for the purpose of accomplishment, deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel. In addition, a conference does not mean any workshop or meeting of agency or interagency personnel with the public for the purpose of conducting District business.
- F. Executive Director – The Executive Director, Assistant Executive Director, the Deputy Executive Director or acting Executive Director
- G. Local Area – Within a fifty-mile radius of the traveler's official headquarters or residence, whichever is closer.
- H. Map Mileage – Mileage computed (when using a privately owned vehicle for official District business) from the traveler's point of origin to the point of destination (see definitions below) as displayed on the current map of the State of Florida Dept. of Transportation or web site ([www.dot.state.fl.us/SurveyingAndMapping/mileage.asp](http://www.dot.state.fl.us/SurveyingAndMapping/mileage.asp)). The District will also provide a list of established mileages for frequently traveled to destinations. If these methods are not available MapBlast ([www.mapblast.com](http://www.mapblast.com)) may be used to compute the mileage between the two cities or towns.

- I. Official Headquarters – An employee’s official headquarters is the city or town in which their assigned District office or field station is located. The official headquarters for Governing Board members is their residence.
  - J. Point of Destination – The geographic location (city or town) of (or nearest to) the travel destination for official District business.
  - K. Point of Origin – The geographic location (city or town) of (or nearest to) the traveler’s official headquarters or the geographic location (city or town) where travel begins, whichever is lesser distance from the destination.
  - L. Travel Authorization Request (TAR) – To be completed by a traveler prior to incurring travel to a conference, convention or any out of state travel. A traveler requesting travel involving commercial or charter aircraft, a rental vehicle, or a travel advance must also complete a TAR. The form is located on **h:\hr\data\forms\travel authorization request**.
  - M. Travel Expense Voucher – A travel expense voucher is required to be submitted when requesting travel expense reimbursement or when settling a travel advance. The form is located on **h:\hr\data\forms\travel expense voucher**.
  - N. Vicinity Mileage –The actual mileage driven on official District business that is in excess of the computed map mileage and/or mileage driven within the local area of the traveler’s official headquarters or within the geographic location of the traveler’s destination. Vicinity mileage necessary for the conduct of official District business is allowable and should be shown as a separate item on the travel expense voucher.
- III. AUTHORITY FOR TRAVEL
- A. Approval Requirements
    - 1. All travel requires authorization and approval by the traveler’s supervisor or Department Director. Written authority for all conference, convention and out of state travel, as well as travel involving commercial or charter aircraft, rental vehicles or travel advances, shall be obtained prior to incurring travel expenses and must be approved by the Executive Director or designee. Travelers shall obtain that written approval by completing a Travel Authorization Request (TAR) form, submitting it for Department approval then forwarding the approved TAR to the Administrative Program Manager in the Department of Administration. The Executive Director may exempt the completion of a TAR for staff conducting District business out of state on a case-by-case basis. The original TAR will be returned to the traveler when all approvals are received.
    - 2. An individual Department/Office director may optionally require a TAR as a procedure within his or her own area of responsibility.
  - B. Limitations for Reimbursement - The authorized traveler shall limit travel expenses to those necessary, ordinary, and incidental expenses of travel in accordance with District policy and Florida Statutes. The traveling individual shall be reimbursed based on the cost of the most efficient and economical mode of travel.

IV. JUSTIFICATION FOR TRAVEL

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

V. CONFERENCES AND CONVENTIONS

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

C. Criteria for Attendance

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

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

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

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

D. Conference/Convention Fees

1. A copy of the registration form, program or agenda of the conference/convention itemizing the registration fees and any meals or lodging included in the registration fee shall be attached to the TAR.

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

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

D. Advance Approval for Eight or More Attendees - In instances where eight or more employees from the District will be attending the same conference or convention, advance written approval is required to be obtained from the Executive Director or designee. The memo seeking approval shall include the names of all individuals attending, the public purpose to be served and an

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estimate of expected costs. A signed copy of the approval must be attached to each traveler's TAR and Travel Expense Voucher.

## VI. AUTOMOBILE

- A. Requirements for Operating Vehicle - An employee operating a motor vehicle on District business shall have a valid driver's license appropriate for the vehicle being operated.
- B. Approval to Use Private Vehicle - Written approval to use a private vehicle for District business is only required if the vehicle is being used in connection with out-of-state travel. The approval is obtained by completing the private vehicle information on the TAR. Mileage reimbursement for out of state travel shall not exceed the cost of round-trip coach airfare plus necessary ground transportation. The traveler must submit documentation supporting this comparison.
- C. Insurance Requirements - An employee operating a personal motor vehicle on District business must have insurance on the motor vehicle as required by State law and their personal insurance carrier.
- D. Reimbursement for Use of Privately Owned Vehicle - The District shall provide and the traveler is entitled to receive reimbursement for the use of a privately owned vehicle for official District business based on mileage allowed (see Computing Mileage Reimbursement) at a fixed rate per mile according to Florida Statutes.
- E. Passenger Safety Requirements - All occupants riding in District owned, leased or rented vehicles and all personal vehicles operated on District business shall properly utilize the seat belts or occupant restraint system provided. Failure to use seat belts or occupant restraint systems as required by State law will be considered improper use of a motor vehicle and subject the employee to disciplinary action. Workers' compensation benefits may be reduced if the employee's failure to use seat belts contributes to the injuries received in an accident.
- F. Responsibility for Fines and Penalties - Fines and penalties resulting from failure to comply with applicable laws shall be the personal responsibility of the motor vehicle operator.
- G. Reimbursement Requirements
  - 1. The traveler may only claim mileage and incidental expenses incurred for official District business by a usually traveled route from the point of origin to the point of destination. If travel begins before traveler's regular beginning work time or after traveler's regular ending work time, the point of origin may be the traveler's residence, provided that miles claimed may not exceed the miles actually driven.
  - 2. If the return travel ends before traveler's regular beginning work time or after traveler's regular ending work time, the point of destination may be the traveler's residence, provided that miles claimed may not exceed the miles actually driven.
  - 3. Under no circumstances may a traveler be reimbursed for travel between their residence and official headquarters.

## VII. TRANSPORTATION

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

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

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

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

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

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

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

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

Use of any charter, except for surveillance flights, shall be limited to \$800 per hour flight time charge. Costs associated with the use of private aircraft shall be limited to those allowed for in the Florida Statutes. Use of surveillance flights for District purposes shall follow District

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procurement policy. The Executive Director or designee shall approve all charter or private aircraft expenditures.

**E. Rental Vehicles**

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

**VIII. COMPUTING MILEAGE REIMBURSEMENT**

- A. Mileage Rates - No mileage will be allowed for travel between an employee's home and the employee's official headquarters.
1. The rate allowed for mileage when using personal automobiles on official District business is as provided for in the Florida Statutes. The District will establish mileage allowances for frequently traveled routes (Service Centers, Field Stations, etc.). The most current listing is available on H:\xxx.xxx. If no established mileage allowances exist between the point traveled, map mileage (see Definitions) should be used. If one of the web sites is used to calculate mileage, a copy of that page should be printed and attached to the travel expense voucher.
  2. Vicinity mileage shall be shown as a separate item on the travel expense voucher and should be authorized by the traveler's supervisor. If vicinity mileage exceeds 25 miles per day,

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justification must be included on the travel expense voucher. When a TAR is required, it should include any estimated vicinity mileage.

3. Mileage allowances shall be shown on the travel expense voucher from point of origin to point of destination. Only mileage actually incurred may be charged.

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

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

### A. Classes of Travel

1. Class A Travel - An authorized traveler may be allowed either of the following:

- \$50 per diem (\$12.50 per quarter), or
- The actual necessary and reasonable lodging cost at a single occupancy rate plus the allowance for applicable meals as authorized for Class C travel. Actual lodging expenses shall be substantiated by itemized, original paid invoices. When planning for travel and making hotel/motel reservations, travelers should make cost a major consideration. Government, corporate or other special rates should be requested and obtained when the rate results in savings to the District. When selecting a hotel/motel, travelers should also consider neighborhood safety and the distance from the hotel/motel to the conference, convention or work assignments. Hotel/motel rates exceeding \$100 (\$150 in major metropolitan areas) must be justified on the TAR.
- A traveler may not claim per diem or reimbursement for lodging for overnight travel within 50 miles of the traveler's headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the Department/Office Director. In cases where the traveler is a Department/Office Director, approval by the Executive Director is required. Criteria for approval shall include late night or early morning job responsibilities or excessive travel time because of traffic conditions.

2. Class B Travel

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

3. Class C Travel

Meal allowances for Class C travel are as follows:

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

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

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

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**B. Meal Allowances**

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

**X. COMBINED BUSINESS AND PERSONAL TRAVEL**

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

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

**XI. OTHER INCIDENTAL TRAVEL EXPENSES**

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

- A. Taxi Fares – Necessary taxi fares may be reimbursed and receipts are only required for taxi fares in excess of \$15 (on a per fare basis).

- B. Tolls, Storage Fees, Parking Fees, and other ground transportation fees – Tolls and fees must be for the convenience of the District and not for the traveler based on the most usually traveled route. Receipts are required for each toll or fee in excess of \$5.00.
- C. Registration Fees -- An employee authorized to attend a meeting, conference or convention shall be reimbursed for any required registration fees paid for by the traveler. Receipts are required. However, meals or lodging included in the registration fee shall be deducted in accordance with the Class C meal allowances.
- D. Communication Expenses -- A statement must be made on the original receipt that communication expenses were for District business. Communication expenses to contact the traveler's family or other nonbusiness purposes are not eligible for reimbursement.
- E. Tips -- Actual tips paid to taxi drivers shall not exceed 15 percent of the fare. No receipt is required. The actual gratuity amount paid for mandatory valet parking incurred in connection with authorized travel shall not exceed \$1 per occasion. No receipt is required.
- F. Baggage -- The actual portage charges paid shall not exceed \$1 per bag for a total of \$5 per incident unless additional charges are authorized by the Executive Director. No receipt is required.
- G. Laundry -- The actual laundry and pressing expenses necessary to complete official business when business travel extends beyond seven days. Receipts are required.
- H. Additional Conference/Convention Related Expenses – A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but are not limited to, actual expenses for banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.

## **XII. SUBMISSION OF VOUCHER**

### **A. Travel Voucher**

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

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**B. Submittal Requirements**

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

**XIII. TRAVEL ADVANCES**

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