

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement between St. Johns River Water Management District and Seminole County for the continuation of the Econ River Wilderness Area Restoration Project

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Don Fisher **CONTACT:** Jim Duby **EXT.** 7291

Agenda Date 8/8/06 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the attached Agreement (Contract #SJ472AA) between the St. Johns River Water Management District and Seminole County for the continuation of the Econ River Wilderness Area restoration project.

(District 1 Bob Dallari)

Jim Duby, Natural Lands Program Manager

Background: In 2004, a plan was developed to assist in restoration of the Econ River Wilderness Area which was damaged as a result of flooding occurring in 2002. Construction related to the extension of McCulloch Road was identified as the cause of the problem. On October 26, 2004 the County and the St. Johns Water Management District entered into a cooperative agreement for funding the restoration of the site with the District providing \$30,000 of the total estimated \$90,000 total cost. That original agreement required all work to be completed no later than October 25, 2005, i.e., 12 months from the effective date of that agreement. Prior to expiration of the original cooperative agreement, \$15,614.53 had already been spent.

The new agreement for which approval is now requested essentially amends the original contract terms in two ways: (1) it extends the project completion date for an additional two years and, (2) specifies that the balance of \$14,385.47 of the original \$30,000 will be used for restoration and monitoring phases of the work. A project update is included as an attachment hereto and is incorporated herein by reference.

Staff recommendation: Approve the new agreement (Contract #SJ472AA) with the St. Johns River Water Management District for continuation of the Econ River Wilderness Area Restoration Project.

Attachments: Agreement (#SJ472AA)
Project Update

Reviewed by: _____
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____

File No. cpdc02

**AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
FOR ECONLOCKHATCHEE RIVER WILDERNESS PRESERVE RESTORATION**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and the SEMINOLE COUNTY ("County"), whose address is 1101 East First Street, Sanford, Florida 32771

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in chapter 373, Fla. Stat., whose geographical boundaries encompass 18 counties; and

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

NOW THEREFORE, in consideration of the payments herein specified, and which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for the Econlockhatchee River Wilderness Preserve Restoration, Contract #SJ472AA. County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

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

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
 1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.
 2. **Completion Date.** The Completion Date of this Agreement shall be no later than 24 months from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

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

- Within fifteen (15) days after the Effective Date; or
- Upon the issuance of a Notice to Proceed by the District; or
- Within fourteen (14) days of issuance of a Work Order by the District; or
- On N/A (insert specific date).

This date shall be known as the "Commencement Date." County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the

Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and the County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

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

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

- A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, the County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.
- B. **Progress Reports.** When requested, the County shall submit progress reports with the invoice to the District's Project Manager in a form approved by the project manager. The progress report shall provide an updated progress schedule with each payment request, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.
- C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when the County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by the County. The original documents or materials, excluding proprietary materials, as outlined in the Statement of Work, shall be provided to the District upon the expiration or termination of this Agreement, or upon request. County shall include language in all subcontracts that so provides.
- D. **County Computer Codes.** If the existing computer codes required for the development of a model selected by the County and necessary for use in completing the Work are deemed proprietary by the County, then the County grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes and "to the extent permitted by Florida Statutes" agrees to indemnify and hold the District harmless from all costs, damages, and expenses, including attorney's fees, arising from any claim, right, or suit over the proprietary interests in the computer codes developed for the Work. Documentation of the County's proprietary rights shall be provided to the District upon request. County's computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If

a third party seeks access to this proprietary information, the District shall notify the County in writing of the request in order to give the County the right to protect its proprietary interest.

- E. **District Computer Codes.** County shall not be entitled to claim any proprietary right to computer codes that are developed by the County in fulfilling the requirements of the Work, which shall be considered “work for hire” under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law

ARTICLE III - COMPENSATION

- A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay the County a sum in the amount not to exceed \$14,385.47 (the “Total Compensation”).
- 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 or may be emailed to acctpay@sjrwmd.com. The County shall submit one itemized invoice upon expenditure of the contract amount. The invoice shall include a report of the monitoring findings, monitoring data, and a project summary and shall bill as per Exhibit A – Statement of Work, Project Budget Cost/Schedule, attached hereto and by reference made a part hereof.

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

1. Contract number
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) Supporting documentation and copies of invoices if cost reimbursable
 - (b) Deliverables submitted and approved
 - (c) Project completion documentation
6. Progress Report (as per contract requirements)
7. Diversity Report (The report shall include company names for all women and minority-owned business enterprises (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 will 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.

- C. **Payments.** The District shall pay County one hundred percent (100%) of the approved invoice.
- D. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of the County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District’s determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- E. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.
- F. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay the County all travel expenses pursuant to the District's Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.
- G. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to the County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

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

ARTICLE VI - PROJECT MANAGEMENT

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

DISTRICT

William Carlie, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(407) 659-4833
E-mail: wcarlie@sjrwmd.com

COUNTY

Sherry Scott, Biologist, Project Manager
Seminole County (Natural Lands Program)
Ed Yarborough Nature Center
3485 North County Road 426
Geneva, Florida 32732
(407) 349-0551
E-mail: sscott@seminolecounty.fl.gov

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

ARTICLE VII - TERMINATIONS

- A. **Termination for Default.** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity to consult with the other party prior to termination and remedy the default.
- B. **Termination for Convenience.** This Agreement may be terminated in whole or in part in writing by the District, provided the County is given: (1) not less than thirty (30) calendar days written notice by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.
- C. If termination for the County's default is effected by the District, any payment due to the County at the time of termination shall be adjusted to cover any additional costs to the District because of the County's default. If termination for the District's default is effected by the County, or if termination for convenience is effected by the District, an equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by the County, up to the termination date.
- D. Upon receipt of a termination action under paragraphs "A" or "B" above, the County shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise), and
 - 2. deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the County in performing this Agreement, whether completed or in process.

- E. Upon termination under Paragraphs "A" or "B" above, the District may take over the Work or may award another party a contract to complete the Work. County's shall provide the District with any licenses to enter real property interests owned by the County necessary for completion of the Work.
- F. If, after termination for failure of the County to fulfill contractual obligations, it is determined that the County had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of District. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

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

- B. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- C. **Independent Contractor.** County is an independent contractor. Neither the County nor the County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and "to the extent permitted by Florida Statutes" shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if the County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8)

providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of the County's duties hereunder or alter the County's status as an independent contractor.

- D. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- E. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- F. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of the County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.
- G. **Release of Information.** Records of the County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event the County receives a request for any such records, the County shall notify the District's Project Manager within three (3) workdays of receipt of such request and prior to the release of any information. Nor shall the County publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and the District's written consent. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- H. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.
- I. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- J. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Seminole County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division.
- K. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- L. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.

- M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.
- N. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- O. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- P. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: _____
Kirby B. Green III, Executive Director

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

Documents attached:

Exhibit A — Statement of Work

EXHIBIT A - STATEMENT OF WORK

ECONLOCKHATCHEE RIVER WILDERNESS PRESERVE RESTORATION

I. INTRODUCTION:

The Econlockhatchee (Econ) River Wilderness Area is located in southeastern Seminole County in the northeast quadrant of the intersection of Old Lockwood Road and McCulloch Road. The project site is owned by the Seminole County Board of County Commissioners (County). It serves as conservation lands and has public access for passive recreation.

During 2002 and 2003, flooding damaged native plant communities within the subject site. This flooding was due to the construction of an extension of McCulloch Road associated with the Rybolt Reserve Development. This development was authorized for construction under permit 4-095-65923-1. Plans for this development did not include a road-crossing culvert to convey drainage from the site through the development's surface water management systems. The District undertook enforcement action and required a drainage system be constructed by the permittee/developer. This work was completed. The proposed restoration plan shall facilitate more rapid restoration of the site through implementation of the described management activities.

Work on the restoration plan has started but it is not complete, and a portion of the District's contribution has been expended on the previous work through Contract SH475AA. The referenced contract was in effect from November 1, 2004 until November 1, 2005. This Statement of Work shall complete the project.

II. OBJECTIVES:

The objective for this project is to restore wetlands and upland plant communities on the site to conditions that prevailed prior to this impact.

III. SCOPE OF WORK:

County shall be responsible for the following:

- Removal and chipping of dead trees:
 - Approximately 15 acres of upland forest were flooded. This resulted in a large number of dead trees. This amount of standing dead wood limits the ability to safely conduct a prescribed burn to remove flood-killed shrubs and ground cover vegetation. The scope shall include removal, chipping, and disposal of the dead trees.
- Conduct a prescribed fire:
 - A prescribed fire shall be called for to remove the accumulation of dead vegetation resulting from the flood. This effort will open the ground for the recruitment of new vegetation to replace the vegetation lost due to the extended inundation of upland areas.

- Monitoring:
 - Ecological monitoring shall be conducted to assure the success of the restoration plan.
 - Results of the initial monitoring shall be used as an indicator if the installation of a weir is needed at McCulloch Road right-of-way to restore wetland hydrology to pre-impact conditions. If County and District staff determine that the weir is needed, then the County shall install the proposed weir, which has been designed by County and has been reviewed and approved by District staff. The proposed structure includes a 10' wide concrete weir with an invert of 42.0' National Geodetic Vertical Datum (NGVD).

IV. TASK IDENTIFICATION:

- The County has preliminarily completed removal and chipping of the dead trees and shall remove any remaining dead trees.
- The County shall conduct a prescribed fire.
- The County has started Ecological monitoring and shall continue to assure the success of the restoration plan.
- The County shall provide a recommendation to the District as to the need for the weir to enhance restoration of the wetland hydrology to pre-impact conditions. If both parties agree that the weir is needed, then the County shall install the weir at the McCulloch Road right-of-way at County's cost.

V. TIME FRAMES AND DELIVERABLES:

It is anticipated that the work shall be completed within 24 months from the contract effective date. Deliverables are limited to the actual efforts that are called for in the scope. Monitoring results shall be provided to the District to demonstrate expenditure of these funds. The County shall notify the District of completion of the project so that District staff can inspect the site to verify the restoration activities. The final invoice shall include a report of the monitoring findings, monitoring data, and a project summary.

VI. PROJECT BUDGET COST/SCHEDULE:

- Monitoring.....\$14,385.47

Seminole County shall continue the monitoring effort and shall apply the \$14,385.47 amount to the monitoring costs to occur within the next 24 months. Restoration of the site is to be completed by the County as site conditions allow. The County shall notify the District of completion of the project so that District staff can inspect the site to verify the restoration activities.

Project Update
Econ River Wilderness Area (ERWA) Restoration Project

In 2002, a new road project disrupted drainage patterns on the Econ River Wilderness Area that resulted in water ponding within a large wetland system and flooding the adjacent upland pine flatwoods community. As a result, Seminole County contracted with E Sciences, Incorporated (E Sciences) to monitor the restoration project on ERWA.

The first annual monitoring report was submitted to Seminole County from E Sciences on March 31, 2006. E Sciences is responsible for monitoring the recovery of the affected wetland and upland habitats, recording the location of the on-site gopher tortoise population, determining the presence of any exotic plants, and monitoring ground and surface water elevations. The first year of monitoring provided baseline data for future sampling years.

Accomplishments to date:

- E Sciences sub-contracted with a logging company who cut down the dead pine trees (except in the wettest areas where logging machinery would harm the wetlands) and burned the timber and slash in piles on site.
- The construction of a water control structure to regulate discharge from the ERWA has been postponed until further piezometer (ground water elevation) data can be collected and evaluated.
- The first annual report from E Sciences has been received and reviewed by Natural Lands staff. E Sciences is responsible for monitoring both plants and animals. The following is a summary of this report:
 - No gopher tortoise burrows were observed in the impacted area.
 - Any exotic plants identified during surveys by E Sciences were treated by Natural Lands staff.
 - Ground and surface water levels were normal for community type and season.
 - Native plants have begun to re-establish in the impacted area.