Item # 24

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2nd Amendment to the University of South Florida for Work on the Seminole County Watershed Atlas Project

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

AUTHORIZED BY: W. Gary Johnson, P.E., Director **CONTACT:** Mark Flomerfelt, P.E., Manager **EXT.** 5710

Agenda Date 8-24-04 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute 2nd Amendment to the University of South Florida for work on the Seminole County Watershed Atlas Project.

Countywide (Mark Flomerfelt)

BACKGROUND:

On July 13, 1999, Seminole County entered into an agreement with the University of South Florida (USF) for a 5 year agreement with the option of two (2) – 1 year renewals. This 2nd amendment will extend our agreement with the University of South Florida for the full 2 year period. All other terms and conditions remain unchanged.

The Seminole County Watershed Atlas is available online at www.seminole.wateratlas.org and is regarded as the pre-eminent water resource web site in the state. It has earned praise from citizens, businesses (real estate, engineering firms, etc.), environmental groups (Friends of Lake Jesup, Friends of Wekiva) and regulatory agencies (FDEP, SJRWMD, EPA, etc.) alike.

Attachments: 2nd Amendment
1st Amendment
Original Agreement

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

File No. CPWS01

SECOND AMENDMENT TO
AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE UNIVERSITY OF SOUTH FLORIDA FOR WORK ON THE
SEMINOLE COUNTY WATERSHED ATLAS PROJECT

THIS SECOND AMENDMENT TO AGREEMENT is entered into this _____ day of _____, 200 4, by and betw een **SEMINOLE COUNTY,** a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the **UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES** , a public body corporate, hereinafter referred to as the "UNIVERSITY".

WHEREAS, the parties en tered into an agreement dated July 13, 1999, regarding the Seminole County Watershed Atlas Project (the Agreement); and

WHEREAS, on or about October 21, 2003, the parties entered into a First Amendment to the Agreement to increase the available funding (the First Amendment); and

WHEREAS, the parties wish to further amend the Agreement to extend the term thereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendment to Article VI -Term. "Article VI-TERM" of the Agreement is hereby amended to read as follows:
This Agreement shall commence on the date of execution and shall remain in effect for seven (7) years, unless terminated or extended in writing by mutual written agreement of the parties.

Section 2. Except as herein modified, all terms and conditions of the Agreement, as amended by the F irst Amendment, remain in full force and effect.

IN WITNESS WHEREOF , the parties hereto have caused this Second Amendment to Agreement to be executed on the date hereinabove first written.

WITNESS:

UNIVERSITY OF SOUTH FLORIDA

By: _____

Print name: Sue Endress

APPROVED AS TO FORM AND LEGALITY

HENRY W. LAVANDERA
ATTORNEY USF

Title: Director, Research Proposal Services

Date: 7/28/2004

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. McLAIN, Chairman

Date: _____

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

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

_____
County Attorney

As authorized for execution by the Board of County Commissioners at their_____, 20_____ regular meeting.

SPL
07/14/04
P:\Users\slee\Agreements\USF Watershed Atlas Second Amendment.doc

SECOND AMENDMENT TO
AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE UNIVERSITY OF SOUTH FLORIDA FOR WORK ON THE
SEMINOLE COUNTY WATERSHED ATLAS PROJECT

THIS SECOND AMENDMENT TO AGREEMENT is entered into this _____ day of _____, 200 4, by and betw een **SEMINOLE COUNTY,** a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the **UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES** , a public body corporate, hereinafter referred to as the "UNIVERSITY".

WHEREAS, the parties en tered into an agreement dated July 13, 1999, regarding the Seminole County Watershed Atlas Project (the Agreement); and

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Section 2. Except as herein modified, all terms and conditions of the Agreement, as amended by the F irst Amendment, remain in full force and effect.

IN WITNESS WHEREOF , the parties hereto have caused this Second Amendment to Agreement to be executed on the date hereinabove first written.

WITNESS:

UNIVERSITY OF SOUTH FLORIDA

By: _____

Print name: Sue Endress

Title: Director, Research Proposal Services

Date: 07/28/2004

APPROVED AS TO FORM AND LEGALITY

HENRY W. LAVANDERA
ATTORNEY USF

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. McLAIN, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at their _____, 20_____ regular meeting.

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

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

_____
County Attorney

SPL
07/14/04
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FIRST AMENDMENT TO
AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE UNIVERSITY OF SOUTH FLORIDA FOR WORK ON THE
SEMINOLE COUNTY WATERSHED ATLAS PROJECT

THIS FIRST AMENDMENT TO AGREEMENT, is entered into this 21 day of Oct., 2003, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the **UNIVERSITY OF SOUTH FLORIDA,*** ~~acting for an on behalf of the Board of Regents, a public corporation of the State of Florida,~~ hereinafter referred to as the "UNIVERSITY".

Initials SE

* Board of Trustees, a public body corporate

WHEREAS, the parties entered into an agreement dated July 13, 1999, regarding the Seminole County Watershed Atlas Project (the Agreement); and

WHEREAS, the parties wish to amend the Agreement to increase the available funding.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendment to Article VII-Compensation. Article VII-Compensation- of the Agreement is hereby amended to increase the not to exceed amount of funding to EIGHT HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($880,000.00).

Section 2. Except as herein modified, all terms and conditions of the Agreement remain in full force and effect.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Roach
DEPUTY CLERK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed on the date hereinabove first written.

WITNESS:

UNIVERSITY OF SOUTH FLORIDA

By: _____

Date: 9/08/03

ATTEST:

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

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

County Attorney

SPL/la
8/20/03
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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

Date: 10-21-03

As authorized for execution by
the Board of County Commissioners
at their 14 Oct., 2003
regular meeting.

APPROVED AS TO
FORM AND LEGALITY

HENRY W. LAVANDERA
ATTORNEY USF

AGREEMENT BETWEEN

SEMINOLE COUNTY
AND
THE UNIVERSITY OF SOUTH FLORIDA

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Roach
DEPUTY CLERK

FOR
WORK ON THE
SEMINOLE COUNTY WATERSHED ATLAS PROJECT

This Agreement, made and entered into this 13 day of July, 1999, by and between Seminole County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the University of South Florida, acting for and on behalf of the Board of Regents, a public corporation of the State of Florida, hereinafter referred to as the "UNIVERSITY".

WITNESSETH:

WHEREAS, the UNIVERSITY and the COUNTY have reached an understanding on the type, extent, quality and time of performance and service and/or materials to be rendered and the amount and method of compensation to be paid the UNIVERSITY on the project, and both wish to reduce the understanding to a written Agreement; and

WHEREAS, the UNIVERSITY agrees to perform the work and service in accordance with the specifications set forth in this Agreement which shall be completed with reasonable dispatch upon written authorization.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms set forth herein, the COUNTY and the UNIVERSITY mutually agree as follows:

ARTICLE I - INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the UNIVERSITY (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purposes, or in any manner, whatsoever. The UNIVERSITY is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

ARTICLE II - SCOPE OF WORK

The UNIVERSITY shall, upon written notice from the COUNTY, perform the services and comply with the conditions described in Exhibit A entitled "Scope of Work," attached hereto and made a part hereof by reference. The UNIVERSITY shall provide all labor, materials, tools, equipment and transportation and any other service or facility for the proper execution of work in accordance with this Agreement.

ARTICLE III – AUTHORIZATION FOR SERVICES

Authorization for performance of professional services by the UNIVERSITY under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY

and signed by the UNIVERSITY. A sample Work Order is attached hereto as Exhibit C. Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that, the UNIVERSITY will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

ARTICLE IV – TIME FOR COMPLETION

The services to be rendered by the UNIVERSITY shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

ARTICLE V - PROJECT MANAGER

The COUNTY and UNIVERSITY each hereby designate the following employees as their Project Managers to maintain coordination and review of the PROJECT. Each party's Project Manager shall have sole complete authority to transmit instructions, receive information, interpret and communicate its principal's policies and make decisions with respect to all matters pertinent to rendering the PROJECT.

For the COUNTY:

Seminole County
Kim Ornberg
Stormwater Division
520 W. Lake Mary Blvd.
Ste. 200
Sanford, FL 32773

For the UNIVERSITY

University of South Florida
Kyle N. Campbell
Florida Center for Community Design & Research
University of South Florida
Tampa, FL 33620

ARTICLE VI - TERM

This Agreement shall commence on the date of execution and shall remain in effect for five (5) years, unless terminated or extended in writing by mutual written agreement of the parties. This Agreement shall include two (2) one-year optional renewals, with the fee to be negotiated at the time of renewal.

ARTICLE VII - COMPENSATION

The COUNTY agrees to compensate the UNIVERSITY for the professional services called for under this Agreement a total amount not to exceed SIX HUNDRED FIVE THOUSAND DOLLARS AND NO/100 ($605,000.00) for all Work Orders issued. Exhibit B contains the itemized Preliminary Cost Estimate Allocation. Work Orders shall be issued on a "Fixed Fee" basis. The applicable Work Orders shall provide for no reimbursable expenses.

ARTICLE VIII - PAYM[illegible]T AND BILLING

(a) The UNIVERSITY shall perform all work required by the Work Order but, in no event, shall the UNIVERSITY be paid more than the negotiated Fixed Fee amount stated therein.

(b) The UNIVERSITY may invoice the amount due based on the percentage of total Work Order services actually performed and completed. The COUNTY shall pay the UNIVERSITY ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(c) Each Work Order issued on a "Fixed Fee Basis" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(d) Payments shall be made by the COUNTY to the UNIVERSITY when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. UNIVERSITY shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the UNIVERSITY, Work Order Number, Contract Number and all other information required by this Agreement. The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Drawer Q
Sanford, Florida 32772-0869

A duplicate copy of the invoice shall be sent to:

Public Works/Stormwater Manager
520 W. Lake Mary Boulevard
Sanford, FL 32773

(e) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the UNIVERSITY.

ARTICLE IX - ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements of understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE X - CHANGES IN THE WORK; CORRECTIONS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE XI - PROTECTION OF WORK, PROPERTY AND PERSONS

A. The UNIVERSITY shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The UNIVERSITY shall take all necessary safety precautions and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project and other persons who may be affected thereby. The UNIVERSITY shall comply with all applicable county, state, and federal laws, ordinances, rules, regulations and orders of any public body having jurisdiction over the Project or Project areas. The UNIVERSITY shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the UNIVERSITY, any subcontractor or anyone directly or indirectly employed by any of them.

Neither the UNIVERSITY nor any subcontractor shall discriminate against anyone with regard to race, creed, sex or national origin in connection with activities of the Project. The UNIVERSITY shall comply with all federal, state, and local laws, ordinances, rules and regulations regarding non-discrimination.

ARTICLE XII - INDEMNIFICATION

To the extent provided by Florida Statute 768.28, the UNIVERSITY shall defend, indemnify and save harmless the COUNTY and all COUNTY agents, employees and officers from and against all actions, claims, demands, judgements, losses, payments, recoveries and suits of whatever nature arising under this Agreement, including but not limited to claims for the injury or death of persons arising out of or occurring as a result of any act or omission of the UNIVERSITY, or its agent or employees in execution of the Project work. Nothing herein shall be deemed an express or implied waiver of the sovereign immunity of the UNIVERSITY or the Board or Regents.

ARTICLE XIII - INSURANCE

A. The UNIVERSITY is a public university of the State of Florida. As such, it is self insured by the Florida Casualty Insurance Risk Management Trust Fund (FUND), pursuant to Section 768.28 and Chapter 283, Part II, Florida Statutes, for liability coverages.

B. The UNIVERSITY shall maintain force workers compensation benefits in accordance with Florida Statutes for the duration of this Agreement.

C. A certificate of insurance and/or letter from FUND shall be issued to the COUNTY evidencing the above requirements prior to the UNIVERSITY commencing work pursuant to this Agreement.

D. The COUNTY shall receive thirty days prior written notice of any change or cancellation by the FUND of any of the required coverages including the liability coverage.

ARTICLE XIV - SUBCONTRACTORS

A. The UNIVERSITY may utilize subcontractors in performance of this Agreement. The UNIVERSITY shall be fully responsible to the COUNTY for the acts and omissions of the subcontractors, and of all persons either directly or indirectly employed by the subcontractors.

B. The UNIVERSITY shall insert provisions in all subcontracts, which bind subcontractors to the UNIVERSITY for the completion of the work as provided in this Agreement. All subcontractors shall empower the UNIVERSITY with discretion to terminate any subcontract.

C. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the COUNTY.

ARTICLE XV - PROJECT RECORDS AND DOCUMENTS

A. Upon request, the UNIVERSITY shall allow the COUNTY to examine all project records, and audit any Project books, documents and papers. This right of examination, and audit, shall continue for the duration of the Project and for three years following completion of the Project. The UNIVERSITY shall maintain all Project records, books, documents and papers for at least three (3) years, following completion of the Project. The UNIVERSITY recognizes and agrees that the COUNTY is subject to the Public Records provisions of Chapter 119, Florida Statutes, and that all documents, papers, letters and other materials made or received by the UNIVERSITY in conjunction with the Project are subject to said provisions.

B. All data collected by the UNIVERSITY shall be reported to the COUNTY in a clear, concise, chronological format. The COUNTY and UNIVERSITY shall mutually agree on an acceptable format for data summaries.

C. Within ninety (90) days after completion of all Watershed Atlas design work, the UNIVERSITY shall submit a draft final report the COUNTY. The draft shall be in generally accepted scientific format. The initial and any subsequent draft reports shall be subject to review and approval by the COUNTY. Within thirty (30) days of receipt by the UNIVERSITY of the Final Draft Report reviewed and approved by the COUNTY, the UNIVERSITY shall prepare and deliver the final report to the COUNTY. If the final report is unacceptable to the COUNTY, the UNIVERSITY shall implement corrections to satisfy the COUNTY.

ARTICLE XVI - STOP WORK ORDER

The COUNTY reserves the right to issue a Stop work Order to the UNIVERSITY and may instruct that all performance under this Agreement shall immediately cease and desist ant that no further billable costs are to be incurred. The Stop Work Order shall continue in full force and effect until rescinded in writing the COUNTY.

ARTICLE XVII - TERMINATION

This CONTRACT may be terminated either partially or as a whole by either party, if either party substantially fails to fulfill its obligation pursuant to this CONTRACT through no fault of the terminating party and the other part is provided (1) at least thirty (30) calendar days written notice delivered by Certified Mail, Return Receipt Requested, and (2) an opportunity to consult with the terminating party prior to termination of the CONTRACT.

ARTICLE XVIII - CONTINGENCY FEES

The UNIVERSITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the UNIVERSITY to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the UNIVERSITY any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the awarding of the Agreement. Any breach of this warranty shall entitle the COUNTY may deduct the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee from any monies that become due under this Agreement.

ARTICLE XIX - PRESS RELEASE

The UNIVERSITY shall not conduct any verbal or written medial interviews or issue any press releases on or about this Project without written approval of the COUNTY, which shall not be unreasonably withheld.

ARTICLE XX - MODIFICATIONS

This contract constitutes the entire Agreement between the parties. Neither this contract nor any provision contained herein shall be corrected, modified, changed, revised, or assigned, nor shall the term hereof be extended or renewed except by written agreement between the parties, authorized, signed and appended to the original Agreement.

ARTICLE XXI - ASSIGNMENT

Neither the UNIVERSITY nor the COUNTY shall sell, transfer or assign, or otherwise dispose of this Agreement nor any portion thereof, or of, any right, title or interest therein, or obligations thereunder, without written consent of the other party.

ARTICLE XXII - NOTICES

All official notices, demands, requests, instructions, approvals, claims and reports shall be in writing. All such notices shall be delivered to the parties at the address below (unless otherwise instructed elsewhere in this Agreement):

Kim Ornberg
Public Works Department
Senior Engineer, Stormwater Division
520 W. Lake Mary Blvd.
Ste 200
Sanford, FL 32773

Pricilla Pope
~~Acting~~ Director
Division of Sponsored Research
University of South Florida
Tampa, FL 33620

ARTICLE XXIII - CONFLICT OF INTEREST

The UNIVERSITY agrees that it will not commit any act that would cause or create a conflict of interest as defined by *Chapter 112, Florida Statutes*, to exist or occur in the performance of its obligations pursuant to this Agreement with the COUNTY.

ARTICLE XXIV - CONSTITUTIONAL AND STATUTORY LIMITATION ON AUTHORITY OF THE COUNTY

The terms and conditions of this Agreement placed upon the COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the COUNTY. Specifically, the parties acknowledge that the COUNTY is without authority to grant or pledge a security interest in any of the COUNTY's revenue sources or property.

ARTICLE XXV - COMPLIANCE WITH LAWS AND REGULATIONS

In providing all services pursuant to this Agreement, the UNIVERSITY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the UNIVERSITY.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

WITNESS:

_____

WITNESS:

Myra Sperry

Approved as to form and
Legal sufficiency.

By_____
Assistant County Attorney

SEMINOLE COUNTY, a
political subdivision of the
State of Florida

BY: _____
(Date)

UNIVERSITY OF SOUTH FLORIDA

BY: _____ 6-11-99
(Date)

APPROVED AS TO
FORM AND LEGALITY

HENRY W. LAVANDERA
ATTORNEY USF

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley, Chairman

Carlton Henley

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

County Attorney

As authorized for execution by
the Board of County Commis-
sioners at their July 13,
1999, regular meeting.

Seminole Water Atlas

Exhibit A

SCOPE OF WORK

A. OBJECTIVE: The objective of this project is to produce a Seminole County Watershed Atlas that will allow the archiving and dissemination of lake and stream data collected by Seminole County and data from other agencies and private sources. It is the intent of this project to design an information collection and dissemination system that employs the Geographic Information System (GIS) and can be disseminated via the World Wide Web.

PROPOSED PROJECT DESCRIPTION

The Seminole County scientists collect data for many of the county's lakes and streams for purposes of resource management. In addition, the St. Johns River Water Management District, Florida Game and Freshwater Fish Commission, the United States Geological Survey, the Florida Department of Environmental Protection, and others monitor such parameters as lake levels, water quality, and habitat value for selected lakes and natural areas in Seminole County. Finally, citizen groups and neighborhood associations often record various historic and water level data on their local lakes. Despite the abundance of information, no single source exists where all of this data is archived and made readily available to government leaders and staff, scientists, and citizens of Seminole County. The purpose of this project is to design and maintain a single source of lake data using existing information management technologies in a citizen-friendly interface. The information system technologies used in the Atlas design include GIS, the Internet, and database systems.

The Florida Center for Community Design and Research (FCCD+R), located at the University of South Florida, currently uses all of the above mentioned technology in several of its projects. FCCD+R is creating an Internet and CD-ROM-based Seminole County Watershed Atlas to make Seminole County surface water data available to a maximum number of people in an efficient and cost-effective manner. Available data are presented in "citizen-friendly" images, searchable databases, GIS maps, and audio / video clips. In addition, the Atlas is being designed for efficient and rapid updating as sampling locations, protocol, and conditions change. Utilizing the University of South Florida's computer network and high-speed computers, Internet-based information can be accessed quickly by multiple users at any time of day.

The management of Seminole County's natural resources requires an informed citizenry and cooperation of multiple government agencies. For this reason, it is envisioned the Atlas will be a primary tool for assisting the citizens, scientists, and government leaders manage the County's lakes and water resources.

PROJECT WORKPLAN

Task 1 (Metadata Collection / GIS Development / Project Setup) Month 1-3

The University will work with Seminole County staff to determine point and GIS data sources and contacts with key agencies and individuals. The University will determine meta-data for existing GIS layers and develop protocol for required data conversion. The University will determine accuracy and availability of data. The University will work with Seminole County to determine requirements for missing data.

Task 2 (Acquisition of Data and Preliminary Design) Month 4-9

The University will work with Seminole County staff to acquire available GIS data, water quality data, lake level information, bioassessments, historical accounts, photographs, and misc. data relating to lakes and streams in Seminole County. These data will include but will not be limited to: WAVE volunteer data, County water quality data, vegetation data and lake levels. The University will storyboard Watershed Atlas design with Seminole County staff, generate HTML templates, and create prototype Atlas web site for selected lakes and evaluate with County staff.

Task 3 (Multimedia Development) Month 6-12

The University creates functioning prototype Atlas multimedia web site that includes actual data collected and compiled during Task 2. It is envisioned this web site will be largely database driven. The University will archive project on agreed upon media. The University will create specific data queries and programs for Atlas Development and incorporate Active X pages directly into the Watershed Atlas. In addition, the University will create secure access to Atlas DBMS for Seminole County Staff.

Task 4 (Beta Testing and Citizen Input) Month 13-14

The University will provide functioning prototype for evaluation by citizens, County Staff, participating cities, St. Johns Water Management District scientists, and others and solicit feedback regarding Watershed Atlas design and functionality.

Task 5 (Publication) Month 15

The University will modify the Watershed Atlas web site based on input from Task 4 and make the web site available to the general public on a web server to be maintained at the University.

Task 6 (Project Evaluation, Scope of Future Work) Month 16-17
The University will work with county staff to evaluate the overall project. The University will work with Seminole County staff to define a protocol for database maintenance and to determine scope of future work.

Task 7 Customized Reporting / Additional Technology Services
The University will assist county staff in the creation of customized reports, database queries, and additional sampling protocols.

OPTIONAL TASKS

Task 8 (Lake Survey Support)
The University will assist Seminole County in completing lake surveys for a duration of 6 months. The University will train Seminole County staff in the use of automated bathymetric mapping protocol. In addition, The University will establish assistantships with University of Central Florida graduate students. The University will be responsible for training UCF graduate students and the Seminole County Staff in conducting the survey and will: (1) incorporate all data into associated data bases; (2) produce Geographic Information System (GIS) maps and attribute layers (including bathymetry) from survey data; (3) update the Watershed Atlas with survey data (4) Sample and quantify vegetation. Seminole County will be responsible for equipment and access to lakes. It is estimated through this effort that approximately 10-20 lakes can be assessed the first year.

Task 9 (Oral History Interviews / Public Relations)
The University will conduct Oral History Interviews and provide point of contact for the public concerning the Atlas project. The University will establish Anthropology and History Graduate Assistantships. The duration of the assistantships will be offered for one year. University staff will be responsible for directing the students research to survey the public, conduct oral history interviews, write historical narratives, photograph sites, and archive historical documents and photographs concerning area lakes. Estimated documentation on 60 lakes in the county. Duration of task would be 12 months.

Task 10 (Maintenance)
The University will maintain and update the Watershed Atlas and associated database systems for a period of one year with any new data generated from citizen monitoring, WAV volunteer, Seminole County water quality program. The University will be responsible for upgrades to the server hardware and software.

PROJECT DELIVERABLES

- Functioning Web Site located at USF to host the Atlas Project
- Arcview Project containing all geospatial data
- MS Access Database containing all point data

Additional work, which can be contracted with the Florida Center at a later date, include, but are not limited to the following: maintenance of web site, update of database, and production of hardcopy atlas.

Exhibit B
Preliminary Cost Estimate Allocation

Task	Annual Cost	# of Years	Total Cost
1) Project Setup	$30,000	1	$30,000
2) Data Acquisition/Preliminary Design	$35,000	1	$35,000
3) Multimedia Development	$35,000	1	$35,000
4) Beta Testing/Citizen Input	$20,000	1	$20,000
5) Publication/Web Server	$15,000	1	$15,000
6) Project Evaluation	$15,000	1	$15,000
7) Customized Reporting/Add'l Tech Services	$30,000	1	$30,000
8) Lake Surveys	$45,000	5	$225,000
9) Oral History Interviews/Public Relations	$50,000	1	$50,000
10) Maintenance	$50,000	3	$150,000
Total Contract - All Tasks			**$605,000**

EXHIBIT "C"

WORK ORDER FOR
AGREEMENT FOR WORK ON THE SEMINOLE COUNTY
WATERSHED ATLAS PROJECT

WORK ORDER NO.: SAMPLE

PURCHASE ORDER NO.: _____ (For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT:

COUNTY: SEMINOLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

CONTRACTOR: UNIVERSITY OF SOUTH FLORIDA

Execution of the Work Order by COUNTY shall serve as authorization for the CONTRACTOR to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A", to that certain Agreement of _____, 19___ between the COUNTY and the CONTRACTOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

The CONTRACTOR shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of a Notice To Proceed by COUNTY. This Work Order shall terminate upon completion of the work authorized herein, or five (5) years from the issuance of the Notice to Proceed, whichever comes first.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

[ ] fixed fee basis
[ ] time basis method with a not-to-exceed amount
[ ] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis", then the CONTRACTOR shall perform all work required by this Work Order for the sum of _____ DOLLARS ($_____). In no event shall the CONTRACTOR be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONTRACTOR shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS ($_____). The CONTRACTOR's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONTRACTOR is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS ($_____) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of

Funds amount. The CONTRACTOR shall advise the COUNTY whenever the CONTRACTOR has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate the CONTRACTOR for the actual work performed under this Work Order.

Payment to the CONTRACTOR shall be made by the COUNTY in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONTRACTOR that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONTRACTOR and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this __ day of _____, 19__, for the purposes stated herein.

ATTEST: UNIVERSITY OF SOUTH FLORIDA

_____ By: _____

(CORPORATE SEAL) Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____ By: _____

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

, Chairman

_____

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

As authorized for execution by
the Board of County Commis-
sioners at their _____,
19___, regular meeting.

_____
County Attorney

--/--
--/--/--
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