

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment to Contract #SH419AA between the St. Johns River Water Management District and Seminole County for the Electrical Workers Restoration Site at Lake Harney.

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

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

Agenda Date 9/12/06 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the attached Amendment to Contract #SH419AA between the St. Johns River Water Management District and Seminole County for the Electrical Workers Restoration Site at Lake Harney.

District 2: Morris Jim Duby, Natural Lands Program Manager

Background:

The BCC entered into an agreement with the St. Johns River Water Management District dated July 27, 2004 for restoration work at the Electrical Workers Property in the amount of \$170,000.00. The approved contract for the restoration work was in the amount of \$58,578.13, leaving \$111,421.87 from the original agreement. Utilizing the amount of funds remaining from the agreement, the St. Johns River Water Management District is amending the original agreement, agreeing to fund the long term management of the project with the remaining \$111,421.87.

The subject amendment does not change the amount of the original agreement, but appropriates the funds remaining from the restoration contract to funding for long term management. The amendment also changes the completion date from July 27, 2006 to September 30, 2006.

Staff recommendation: Approve and authorize Chairman to execute the attached Amendment to Contract #SH419AA between the St. Johns River Water Management District and Seminole County for the Electrical Workers Restoration Site at Lake Harney.

Attachments: Amendment to Contract SH419AA
Contract #SH419AA

Reviewed by: [Signature]
Co Atty: [Signature]
DFS: [Signature]
Other: [Signature]
DCM: [Signature]
CM: [Signature]

File No. cpdc01

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
FOR THE ELECTRICAL WORKERS RESTORATION SITE AT LAKE HARNEY**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 and SEMINOLE COUNTY ("the County"), whose address is 1101 East First Street, Sanford, Florida 32771 and is effective on the date the last party has executed same.

WHEREAS, the District and the County, entered into Agreement SH419AA on July 27, 2004, to perform restoration work consisting of regrading a canal and levee system and amended the Agreement on July 14, 2006 (Change Order #1); and

WHEREAS, the District and the County, desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the District and the County, hereby agree to the following amendments:

1. **ARTICLE II – SCHEDULE OF WORK AND EFFECTIVE DATE:** Paragraph B shall be deleted and replaced with the following:

"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, with the exception of long-term maintenance activities, for use by September 30, 2006, unless the date is extended by mutual Agreement of the parties hereto. Time is of the essence."

2. **ARTICLE VIII – COMPENSATION:** Paragraph B shall be deleted and replaced with the following:

"B. Invoicing Procedure: All invoices shall reference Contract Number SH419AA and shall be submitted to Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. Upon full execution of this Agreement, County shall submit an invoice for an advance payment amount not to exceed twenty-five percent (25%) of the contract total as per the Project Budget included in Exhibit "A-1" – Revised Statement of Work (attached hereto). Upon completion of the project work, County shall submit an interim invoice for the balance due for the project work, excluding long-term maintenance activities, along with 1) a detailed accounting that reflects actual versus estimated expenditures; 2) documentation of expenditures; and 3) an as-built plan which demonstrates compliance with Exhibit "A-1" – Revised Statement of Work. County shall submit a final invoice by September 30, 2006 for long-term maintenance. The final invoice shall also include projected long-term maintenance costs and the basis for the projected costs. In the event project costs are less than the amount allowed under this contract, any unexpended mitigation funds shall be refunded to District by County within fifteen (15) days following the completion date of this Agreement. In the event long-term maintenance costs are less than projected or in the event County fails to submit annual maintenance reports, the balance of the maintenance costs shall be refunded to the District within fifteen (15) days of request for refund. This provision survives the completion date of this Agreement. 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 Exhibit "B" - Comptroller's Memorandum, dated October 7, 1997, attached to the original Agreement."

- 3. EXHIBIT A – STATEMENT OF WORK is deleted in its entirety and replaced with "EXHIBIT A-1 – REVISED STATEMENT OF WORK," a copy of which follows the signatures below. All references in the Agreement to "Exhibit A" shall be construed to refer to "Exhibit A-1."

The District and the County, agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: _____
Kirby B. Green III, Executive Director, or Designee

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

EXHIBIT A-1 – REVISED STATEMENT OF WORK

ELECTRICAL WORKERS RESTORATION SITE AT LAKE HARNEY

I. INTRODUCTION

This project will implement a portion of the Florida Department of Transportation (FDOT) Mitigation Plan approved by the District Governing Board in November 2001. Through this Agreement, FDOT mitigation funding will be provided to Seminole County for the Electrical Workers Restoration Site at Lake Harney.

II. OBJECTIVES

Restoration and long-term maintenance of 15 acres of marsh at the north shore of Lake Harney on a parcel known as the Seminole County Electrical Workers site, as shown on Figure 1 (attached to original Agreement).

III. SCOPE OF WORK

This project will include restoration and long-term maintenance of the Seminole County Electrical Workers site. The restoration site includes approximately 8700 linear feet of levee waterward of the ordinary high water line (OHWL) and an adjacent borrow canal. Seminole County will de-grade at least 80% of the levee into the adjacent canal which will result in restoration of 15 acres of marsh and conversion of portions of the open water canal to a more historic marsh condition. No more than 20% of the levee may be allowed to remain as isolated upland habitat islands.

IV. TASK IDENTIFICATION.

Seminole County will design, construct and maintain the restoration project and will obtain all needed permits and legal interests.

V. TIME FRAME AND DELIVERABLES

The project, except for long-term maintenance activities, shall be completed by September 30, 2006. Seminole County shall provide the District with annual maintenance reports during the period long-term maintenance is funded by this Agreement or for a period of twenty (20) years whichever is shorter. The maintenance reports will be due by September 30th of each year and shall describe both the maintenance activity conducted at the site by Seminole County and detail the costs associated with that activity.

VI. PROJECT BUDGET

Construction and initial maintenance	\$ 58,578.13
Long-term maintenance	<u>\$111,421.87</u>
Total	\$170,000.00

VII. PAYMENT SCHEDULE

Invoice #1	\$ 42,500 (25% advance payment)
Interim Invoice	\$ 16,078.13 (due after completion of project work)
Final Invoice (long-term maintenance costs)	\$111,421.87 (due by September 30, 2006)

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AND SEMINOLE COUNTY
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WHEREAS, the District and the County, entered into Agreement SH419AA on July 27, 2004, to perform restoration work consisting of regrading a canal and levee system and amended the Agreement on July 14, 2006 (Change Order #1); and

WHEREAS, the District and the County, desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the District and the County, hereby agree to the following amendments:

1. **ARTICLE II – SCHEDULE OF WORK AND EFFECTIVE DATE:** Paragraph B shall be deleted and replaced with the following:

"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, with the exception of long-term maintenance activities, for use by September 30, 2006, unless the date is extended by mutual Agreement of the parties hereto. Time is of the essence."

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3. EXHIBIT A – STATEMENT OF WORK is deleted in its entirety and replaced with "EXHIBIT A-1 – REVISED STATEMENT OF WORK," a copy of which follows the signatures below. All references in the Agreement to "Exhibit A" shall be construed to refer to "Exhibit A-1."

The District and the County, agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: _____
Kirby B. Green III, Executive Director, or Designee

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

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THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
FOR THE ELECTRICAL WORKERS RESTORATION SITE AT LAKE HARNEY**

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WITNESSETH THAT:

WHEREAS, District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, whose geographical boundaries encompass Seminole County; 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 the Electrical Workers Restoration Site at Lake Harney, Contract #SH419AA. 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, "Electrical Workers Restoration Site at Lake Harney," 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 27th day of July, 2004.
- B. County will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the Agreement, to prosecute the Work diligently, and to complete the entire Work for use within twenty-four (24) months of the Effective Date of the Agreement, unless the date is extended by mutual Agreement of the parties hereto. Time is of the essence.

ARTICLE III - TERM

This Agreement shall expire at 12:00 midnight on the sixtieth day after the 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. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies and political subdivisions to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
- B. If County fails to comply with any of the terms, conditions, provisions, or stipulations of this Agreement, District may avail itself of any or all remedies provided in the Agreement 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. 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.
- E. 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 or copyrights.

ARTICLE V - RESPONSIBILITIES OF COUNTY

- A. County's Project Manager shall be James Duby, his successor or his designee. All notices or communications involving activities hereunder shall be directed to him at:

1101 E. First Street, Sanford, Florida 32771
Tel: 407-665-7345
e-mail: jduby@co.seminole.fl.us
- 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 Agreement. If County fails to perform under terms of this Agreement, 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. **Independent Contractor**: The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents,

subcontractors, or assigns, during or after the performance of this Agreement. 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 County's 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 County, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to County, 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 Social Security taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of County's duties hereunder or alter County's status as an independent contractor.

- D. In the event County subcontracts any work under this Agreement, County shall include the following hold harmless and indemnification language in all construction Agreements to protect County and District: "Contractor shall indemnify and hold harmless, release and forever discharge Seminole County and St. Johns River Water Management District, their public officers, employees, agents, representatives, successors and assigns of any and all liabilities, claims, actions, damages, costs or expenses, and attorneys' fees against Seminole County and St. Johns River Water Management District, arising out of or in any way connected with this Agreement and resulting from damages to property, personal injury, or loss of life. Contractor understands that this waiver includes any claims based on partial or sole negligence, action or inaction of Contractor, his employees, subcontractors, representatives, successors and assigns; and includes any claims based on partial or sole negligence, action or inaction of Seminole County and St. Johns River Water Management District, their public officers, employees, agents, representatives, successors and assigns." Provided, however, if the contract between the County and its Contractor is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the County and District shall be limited to an obligation to indemnify and hold harmless the County and District, and their officers and employees, from liability, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.

ARTICLE VI - RESPONSIBILITIES OF DISTRICT

- A. District's Executive Director designates Barbara Prynoski as Project Manager or her designated successor for purposes of directing County and maintaining coordination and review of the work. All notices or communications involving activities hereunder shall be directed to her at:

4049 Reid Street, Palatka, Florida 32177

Tel: 386-329-4151

e-mail: bprynoski@sjrwmd.com

- B. 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.
- C. District shall be available to County to respond to questions regarding the project.
- D. 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.
- E. Upon the satisfactory completion of the Work, District will provide a written statement to County accepting all deliverables.

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 semi-annual reports to District's Project Manager in a form approved by the Project Manager. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with District's standard software products. District's standard office automation products include the Microsoft® Office Suite (WORD, EXCEL, ACCESS, and POWERPOINT). Other formats may be accepted, if mutually agreed upon by District's Project Manager and Chief Information Officer.

ARTICLE VIII - 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 One Hundred Seventy Thousand and No/100 Dollars (\$170,000).
- B. **Invoicing Procedure:** All invoices shall reference Contract Number SH419AA and shall be submitted to Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. Upon full execution of this Agreement, County shall submit an invoice for an advance payment amount not to exceed seventy-five percent (75%) of the contract total as per the Project Budget included in Exhibit "A." Upon completion of the project, County shall submit a final invoice for an amount not to exceed twenty-five percent (25%) of the contract total along with 1) a detailed accounting that reflects actual versus estimated expenditures; 2) documentation of expenditures; and 3) an as-built plan which demonstrates compliance with Exhibit "A" – Statement of Work. In the event project costs are less than the amount allowed under this contract, any unexpended mitigation funds shall be refunded to District by County within fifteen (15) days following the completion date of this Agreement. 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 approved invoice pursuant to Chapter 218, Florida Statutes. Payments due and unpaid under this Agreement shall bear interest in accordance with Section 218.74, Florida Statutes.
- D. **Release:** County agrees that acceptance of the payment, shall be considered as a release in full of all claims against District or any of its members, agents, and employees, arising out of, or by reason of, the Work done and materials furnished under this Agreement. Prior to, or in conjunction with final payment, District shall review and determine that County has fully and satisfactorily completed the required Work under this Agreement. If District determines that County has complied with the terms and conditions of this Agreement, then acceptance of final payment by County shall be considered as a release in full of all claims by District against County, or any of its members, agents and employees, arising out of, or by any reason of, the Work to be done and materials furnished under this Agreement.

ARTICLE IX - FUNDING

- A. This Agreement is subject to the availability of funds provided to District by the Florida Department of Transportation (FDOT) for Wetland Mitigation, for the payment hereof. Should the project not be approved for funding by the FDOT, or if approved should funds sufficient to cover the costs of this Agreement not be placed into the State Transportation Trust Fund and be made available to District, then this Agreement shall be null and void and District shall not be obligated to County in any sum.
- B. If, after the effective date of the Agreement is established, should funding by the State Transportation 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 Agreement, as outlined in the Statement of Work, or upon request of District.

ARTICLE XI - SUBCONTRACTING

- A. Neither County nor District shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party. There are no third party beneficiaries to this Agreement.
- 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 PARTIES AND ETHICAL CONDUCT

Unless otherwise declared in an addendum, County and District hereby certify that no officer, agent, or employee of either party has any material interest (as defined in Chapter 112, Florida Statutes, as amended) either directly or indirectly, in the business to be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement. Violations of the Code of Ethics for Public Officers and Employees, as contained in Chapter 112, Part III, Florida Statutes, by the officers, employees or agents of either party shall be grounds for unilateral termination of this Agreement by the non-offending party.

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, Florida Statutes, as amended.

ARTICLE XV - ASSIGNMENT

County shall not assign the Agreement 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, Florida Statutes, County and District shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap or marital status. Neither party, their officers, employees and agents shall engage in any sexual harassment arising from any activities pursuant to this Agreement.

ARTICLE XVIII - CONFLICTING EMPLOYMENT

County agrees that at the time of execution of this Agreement 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 Agreement 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, Florida Statutes, County hereby agrees that monies received from District on this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.

ARTICLE XX - TERMINATIONS

- A. Termination for Default: This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity for consultation with the other party prior to termination.
- B. Termination for Convenience: This Agreement may be terminated in whole or in part in writing by either party provided that the other party is given: (1) not less than thirty (30) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.
- C. If termination for County's default is effected by District, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services, and (2) any payment due to County at the time of termination shall be adjusted to cover any additional costs to District because of County's default. If termination for District's default is effected by County, or if termination for convenience is effected by District, the equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by County up to the termination date.
- D. Upon receipt of a termination action under paragraphs "A" or "B" above, County shall:
 - (1) Promptly discontinue all affected Work (unless the notice directs otherwise), and

Deyne, Josephine

From: Stark, Todd
Sent: Wednesday, July 26, 2006 9:33 AM
To: Deyne, Josephine
Cc: Barnes, Melvin
Subject: re:SDE layer updates
Attachments: SDE_Update_Layers.xls

Jo

Melvin said you will be sending me a list of shapefiles that need to be loaded into SDE as either new layers or to replace existing layers. I have attached a spreadsheet with a couple common columns that I need in order to do this for you. Could you use this when you give me the list?

The important columns are the Source (network path and name ie m:\...). If it is a new layer then I will use the source name appended with the owner (ie pao_parcel). If you know which SDE layer I am replacing that would help in cases that the owner + shapefile name do not match the SDE name. The Current SDE layer name field would help me as well. The other two columns I can fill in. Actually, any layers I replace should not be versioned already in SDE because this indicates someone made edits in SDE. Loading a file from the m: drive would overwrite these edits.

If you have any questions or concerns let me know and I can stop by.

Thanks

Todd

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

- (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. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms herein, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication in good faith to ensure that every effort is made towards amicable resolution of differences.

ARTICLE XXIII - ALTERNATIVE DISPUTE RESOLUTION

Disputes shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect from time to time or alternatively, under the provisions of Chapter 164, Florida Statutes. Under no circumstances shall litigation be initiated by either party until all efforts of good faith, alternative dispute resolution have been exhausted.

ARTICLE XXIV - SEVERABILITY

Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.


ARTICLE XXV - 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 the SEMINOLE COUNTY

has caused this contract to be executed in its name by its Chairman and, if appropriate, has caused its seal to be attached, all on the day and year first above written.

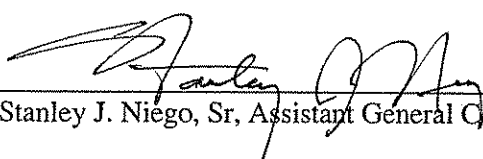
ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

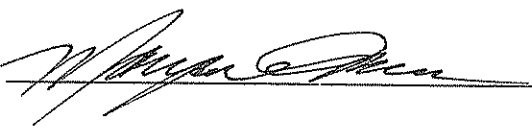
By: 
Kirby B. Green III, Executive Director

SEMINOLE COUNTY

By: 
DARYL G. Mc LAIN, CHAIRMAN
Typed Name and Title

APPROVED BY THE OFFICE
OF GENERAL COUNSEL


Stanley J. Niogo, Sr, Assistant General Counsel

Attest: 
Mary Ann Morse, Clerk to the Board of County Commissioners

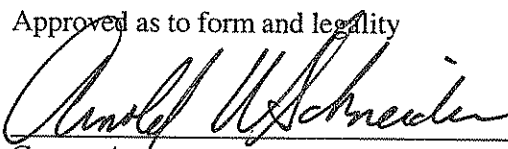
Approved as to form and legality

County Attorney

EXHIBIT "A"

STATEMENT OF WORK

ELECTRICAL WORKERS RESTORATION SITE AT LAKE HARNEY

I. INTRODUCTION

This project will implement a portion of the Florida Department of Transportation (FDOT) Mitigation Plan approved by the District Governing Board in November 2001. Through this Agreement, FDOT mitigation funding will be provided to Seminole County for the Electrical Workers Restoration Site at Lake Harney.

II. OBJECTIVES

Restoration of 15 acres of marsh at the north shore of Lake Harney on a parcel known as the Seminole County Electrical Workers site, as shown on Figure 1 (attached).

III. SCOPE OF WORK

The restoration site includes approximately 8,700 linear feet of levee waterward of the ordinary high water line (OHWL) and an adjacent borrow canal. Seminole County will de-grade at least 80% of the levee into the adjacent canal which will result in restoration of 15 acres of marsh and conversion of portions of the open water canal to a more historic marsh condition. No more than 20% of the levee may be allowed to remain as isolated upland habitat islands.

IV. TASK IDENTIFICATION

Seminole County will design, construct and maintain the restoration project and will obtain all needed permits and legal interests.

V. TIME FRAME AND DELIVERABLES

The project shall be completed within two years of execution of this Agreement. Payment will occur as follows; 75% (\$127,500) payable as an advance following execution of this Agreement and submittal of an invoice for payment and 25% (\$42,500) upon submittal of the final invoice, documentation of expenditures, and an as-built plan which demonstrates compliance with the scope of work.

VI. PROJECT BUDGET

	Amount	Estimated Completion
Design, permitting, project administration and inspections	\$ 42,500	within 12 months
Construction and maintenance	<u>\$127,500</u>	within 24 months
Total	<u>\$170,000</u>	

FIGURE 1

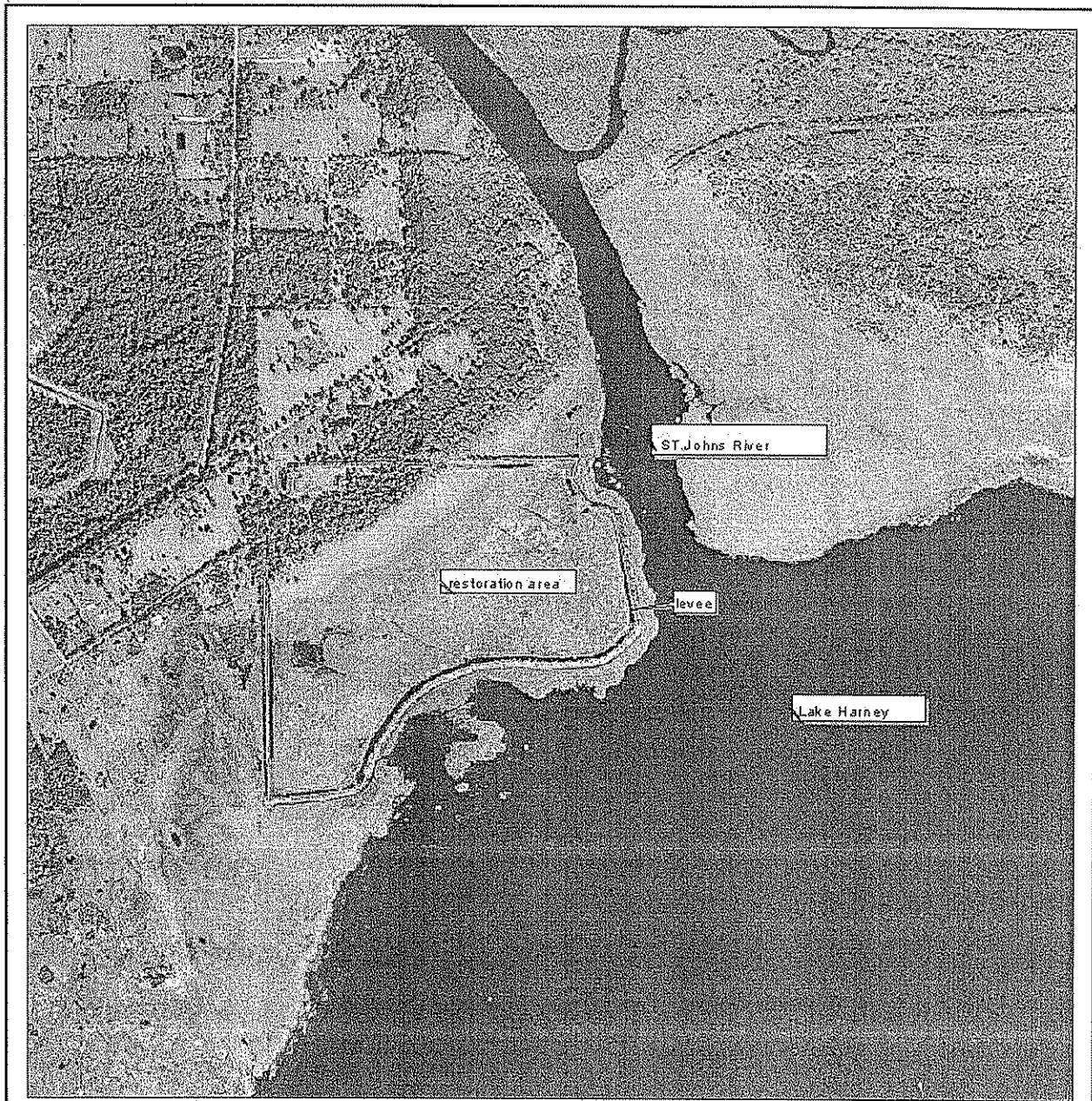
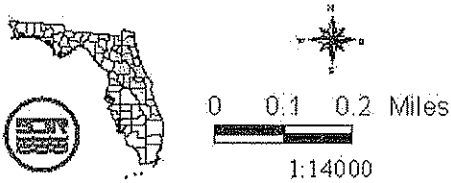


Figure 1
Contract #SH419AA
Electrical Workers Restoration Site/Seminole County



Major Roads
SURWMA Boundary
Area of Interest

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided "as is". Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, 4059 Rd B St., Palatka, Florida 32177. (352) 329-4176.

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.