
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Revenue Agreement Between the Seminole County Board of County Commissioners and the St. Johns River Water Management District for the Watershed Action Volunteer Program Coordinator

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Kim Ornberg

EXT: 5738

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Revenue Agreement between Seminole County and the St. Johns River Water Management District for the Seminole County Watershed Action Volunteer (WAV) Program Coordination.

County-wide

Kim Ornberg

BACKGROUND:

The Watershed Action Volunteer (WAV) Program was initiated in Seminole County in January 1999, and is a cooperatively funded partnership between the County and the St. Johns River Water Management District (SJRWMD). WAV is a citizen involvement and education program. The program includes, but is not limited to, a Citizen's Water Monitoring Program, a Training Program for Volunteer Educators (promoting and conducting public education via schools, civic groups, church groups, etc.) and helping to coordinate many special events.

Currently, there are 65 active Watershed Action Volunteers. The Outreach Program has addressed over 10,000 adults and children about Watershed Education. The total volunteer outreach hours in WAV-related activities exceeded 16,000 hours for last fiscal year.

The SJRWMD Agreement including Seminole County's payment towards this program is approved annually. The proposed payment for FY 2007/08 is \$40,000, which is provided for in the current Seminole County Water Quality Program annual budget (077430.530340).

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Revenue Agreement between Seminole County and the St. Johns River Water Management District for the Seminole County Watershed Action Volunteer (WAV) Program Coordination.

ATTACHMENTS:

1. Agreement
2. Attachment 1 - WAV Coordinator Inventory Checklist

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)

**REVENUE AGREEMENT BETWEEN
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE WATERSHED ACTION VOLUNTEER PROGRAM COORDINATOR**

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 SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS (“the County”), whose address is 520 West Lake Mary Boulevard, #200, Sanford, Florida 32773.

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, it is in the interest of both parties to cooperate in the Watershed Action Volunteer Program (“the WAV Program”), the purpose of which is to utilize citizen volunteers to engage in educational and other projects that benefit the water resources of the County and the State of Florida,

WHEREAS, the County is a charter county and political subdivision of the State of Florida, and,

WHEREAS, the parties desire to establish a written understanding in relation to their contributions to the WAV Program in Seminole County and

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this Agreement, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows.

ARTICLE I - TERM

- 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.

In lieu of the aforesaid Effective Date, the Effective Date of this Agreement shall be October 1, 2007.
 2. **Completion Date.** The Completion Date of this Agreement shall be no later than September 30, 2008, 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.
 3. **Renewal Option.** The Agreement may be renewed for two (2) additional twelve (12) month terms by the mutual and written consent of each party.

- B. **Time is of the Essence.** 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

All Work shall be performed in accordance with Exhibit "A" –Statement of Work, entitled, "Watershed Action Volunteer (WAV) Program Coordinator," attached hereto and by reference made a part of this Agreement ("the Work"). This Agreement consists of the following items, including all modifications thereof incorporated before its execution: Agreement; Exhibit "A" –Statement of Work; and all attachments hereto. All attachments are part of this Agreement as fully and with the same effect as if they had been set forth herein verbatim. The parties may at any time by written amendment, within the general scope of this Agreement, change the Work to be provided hereunder. Neither party shall unreasonably withhold its consent to any such amendment.

ARTICLE III - FUNDING

- A. **County Contribution.** For satisfactory performance of the Work, the County shall pay the District, on a lump sum basis, a sum not to exceed \$40,000 for Fiscal Year 2007 – 2008.
- B. **District Contribution.** The District shall provide \$15,000 in matching funds and in-kind services.
- C. **Additional Costs.** In the event project costs exceed the aforementioned amount, the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to successfully complete the Work.
- D. **Invoicing Procedure.** The District shall submit an invoice for payment as per Exhibit "A," in the amount of \$40,000 within thirty (30) days of execution of the Agreement. The invoice shall reference Contract Number 24712 and shall be submitted to: Seminole County Board of County Commissioners, 520 West Lake Mary Boulevard, #200, Sanford, Florida 32773. The County shall pay the District one hundred percent (100%) of the invoice pursuant to chapter 218, Fla. Stat., as amended.
- E. **Funding Contingency.** Renewals of this agreement are at all times contingent upon availability of funding in future years (Fiscal Year 2008 – 2009 and 2009 - 2010), which may include a single source or multiple sources, including, but not limited to: (1) budgetary appropriation by the District's Governing Board; (2) budgetary appropriation by the County. Should the Work not be approved for funding in succeeding years, the party not approving the Work shall so notify the other party, and the agreement shall be deemed terminated within five (5) days of the receipt of such notice or within such additional time as the notifying party may allow.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees, acting within the scope of employment. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of sovereign immunity by either party.

- 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 - PROJECT MANAGEMENT

- A. For the purpose of coordinating and managing the Work, the parties designate the following persons as Project Manager:

<u>PARTY</u>	<u>NAME / ADDRESS / PHONE</u>
<u>District:</u>	Toni Lang, WAV Coordinator St. Johns River Water Management District 4049 Reid Street Palatka, Florida 32177 Phone: (386) 329-4345 Email: tlang@sjrwmd.com
<u>County:</u>	Marie Lackey, Project Manager Seminole County Board of County Commissioners 520 West Lake Mary Boulevard, #200 Sanford, Florida 32773 Phone: (407) 665-5724 Email: mlackey@seminolecountyfl.com

- B. Either party to this Agreement may change its project manager and provide notice of the change to the other at any time.
- C. The parties' project managers shall be responsible for overseeing all matters arising in connection with performance of this Agreement. All such matters shall be directed to the attention of the project managers. The project managers shall have sole and complete responsibility to transmit instructions, receive information, interpret and communicate the parties' policies and decisions with respect to all matters pertinent to the Work.
- D. The parties' project managers and/or, as appropriate, other employees, shall meet when necessary to provide decisions regarding the Work, as well as to review and comment on interim reports. The project managers shall meet as needed for coordination and review of the work by third-party contractors. No actions outside the Statement of Work shall be initiated by any party without prior written authorization of the other party's project manager; provided, however, that in emergency situations requiring action within less than 24 hours, authorization may be granted verbally by the other party's project manager and followed up in writing within 72 hours. The authority of the District's project manager is limited to approving minor deviations in the Work that do not affect the total funding or the time of final completion of the Work.
- E. **Office Facilities.** The County shall provide office space for the WAV Coordinator.
- F. **Reports.** The County WAV Coordinator shall submit quarterly reports to the County and the District's project managers in a form agreed to by both project managers. All written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with the County and the District's standard software products, which include the Microsoft® Office Suite (Word, Excel, Access, and Powerpoint). Other formats may be accepted if mutually agreed upon by the County and the District. The parties shall review and comment upon all

deliverables associated with this Agreement. The District shall not unreasonably withhold the incorporation of the County's comments in its supervision of the County WAV Coordinator.

- G. At completion of the Work both parties' project managers will acknowledge in writing that the work is complete and that all deliverables are accepted.

ARTICLE VI - MISCELLANEOUS PROVISIONS

- A. **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.
- B. **Audit: Access to Records.** The parties agree that each party, or its duly authorized representatives shall, until the expiration of three years after expenditure of funds hereunder, have access to examine any of the other party's books, documents, papers, and other records involving transactions related to this Agreement. The parties shall preserve all such records for a period of not less than three 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. The parties 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. The parties will provide proper facilities for access to and inspection of all required records.
- C. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- D. **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.
- E. **Dispute Resolution.** The parties have the mutual obligation to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of this Agreement. The project managers will diligently seek to resolve all matters of dispute. In the event any such disputes cannot be resolved by the project managers, each party will defer resolution to its respective department director for resolution.
- F. **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. The 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.
- G. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- H. **Interest of the Parties.** The parties certify that no officer, agent, or employee of the parties has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the other party to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

- I. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the parties hereby agree that monies received pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- J. **Ownership of Documents.** Ownership and copyright to all source documents, reports and accompanying data (in all formats) produced pursuant to this Agreement shall be vested in both parties. In the event either party subcontracts any of the Work, language shall be included in all subcontracts which clearly indicates that ownership and copyright to all such materials shall remain with the County and the District. The original documents or materials, excluding proprietary materials, shall be provided to the County and the District upon the expiration or termination of the Agreement, as outlined in the Statement of Work, or upon request of the County or the District, as appropriate.
- K. **Release of Information.** Records of the parties 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 a party receives a request for any such records, the receiving party shall notify the other party's project manager within three workdays of receipt of such request. 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 materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- L. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- M. **Subcontracting.** Each party shall remain responsible for the fulfillment of all work elements included in its subcontracts and shall be responsible for the payment of all monies due thereunder. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the other party to this Agreement.
- N. **Termination.** 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 calendar days written notice, delivered by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination. Upon termination, both parties shall enter negotiations to determine an equitable settlement for payment of all appropriate services, materials, and costs.
- O. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Orange County, Florida.
- P. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the parties hereby agree to trial by the court and waive the right to seek a jury trial in such proceedings.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed in its name by its Executive Director and the County has caused this Agreement to be executed in its name by its duly authorized representatives, all on the day and year first above written.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY, BOARD OF COUNTY
COMMISSIONERS

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

By: _____
Brenda Carey, Chairman

Date: _____

Date: _____

Attest:

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

County Attorney Office

Documents Attached:

Exhibit A — Statement of Work

Attachment 1 — Sample of the Seminole County Watershed Action Volunteer Program
Coordinator Inventory Checklist

**EXHIBIT A – STATEMENT OF WORK
SEMINOLE COUNTY WATERSHED ACTION VOLUNTEER
PROGRAM COORDINATOR**

I. Introduction

The Watershed Action Volunteer (WAV) Program was initiated in 1994 by the St. Johns River Water Management District (District) in an effort to involve the public in various aspects of water resource management in northeast Florida. Through this program, county WAV coordinators provide educational opportunities for volunteers and the public.

WAV now includes programs in 14 of the 18 counties of the District. These programs are supported by cost-share agreements with local governments and other partners. County WAV coordinators, with guidance and support from the District and its partners, implement the program. Coordinators enlist volunteers to assist with education programs for school and adult groups and provide training for volunteers and local government staff to support projects and the needs of county partners.

The Seminole County WAV Program has one county cost-share partner: the Seminole County Public Works Department, Roads-Stormwater Division, which is contributing \$40,000 to the program for fiscal year (FY) 2007–2008. The District provides \$15,000 in matching funds for the program and administers the contract with the Seminole County WAV Coordinator. A sum of \$55,000 is available for a contractual agreement with the Seminole County WAV Coordinator for FY 2007–2008.

Seminole County covers 308 square miles and is a highly urbanized county, with a 2006 population estimated at 420,667. The U.S. Census Bureau classifies most of the county as part of the Orlando–Kissimmee Metropolitan Statistical Area. The county’s growth rate from 2000 to 2006 was 15%, or equal to the statewide average.

II. Objectives

The coordinator will administer the WAV Program in Seminole County from October 1, 2007, through September 30, 2008. The coordinator will work with the District WAV Program coordinator, the District Education staff and contractors, District program and project managers, and county staff to implement the Seminole County WAV Program.

III. Scope

The District will contract with an individual or company to serve as the Seminole County WAV Coordinator. All partners will reach an agreement about the individual or company to become the Seminole County WAV Coordinator. If the Seminole County WAV Coordinator resigns during the fiscal year, the partners will split the costs to advertise for a new coordinator.

The Seminole County WAV Coordinator procured by the District will be responsible to implement the WAV Program in Seminole County and will provide the District and the County with a work plan, monthly activity reports, and a final summary report at the end of the contract period that includes plans for continuing the program. Specific tasks and deliverables covered by this agreement between the District and Seminole County are presented below.

IV. Task Identification

The coordinator will perform the following tasks:

General

1. Assist the District and its partners in meeting the goals and objectives of the WAV Program.
2. Help identify and work with appropriate staff from Seminole County Public Works Department, Roads-Stormwater Division, and the District (production, education, outreach, intergovernmental) to

establish partnerships with the business community, local governments, environmental agencies, civic and environmental organizations, and others.

3. Coordinate WAV office activities in Seminole County and maintain an office presence for the program through personal participation or supervised volunteers. The office is located at the Seminole County Public Works Department, Roads-Stormwater Division.

Administration and Reporting

4. Maintain a WAV Seminole e-mail account and provide all reports via e-mail using Microsoft Word (Windows 98 or later version) and eCoordinator or other provided database program.
5. The Seminole County WAV Coordinator will implement the WAV Program in Seminole County and will provide the District and Seminole County with the following:
 - Annual work plan that highlights efforts to enhance existing programs and new project opportunities
 - Monthly invoice and activity report that includes
 - Program highlights
 - List of presentations and special events, including the number of all contacts, minority contacts, locations, descriptions, volunteer participation, and dates
 - Hours worked by each individual, input into the online database (eCoordinator or other provided database) by noon on the first Wednesday of the following month
 - All outreach opportunities, including media outreach events, articles, published meeting announcements, radio broadcasts, and TV appearances
 - Copies of any news releases and/or local newspaper articles mentioning the WAV Program
 - List of training sessions conducted or scheduled and number of volunteers who participated
 - List of intergovernmental contacts and topics discussed
 - Upcoming activities
 - Meetings attended and the purpose of the meetings
 - List of volunteer contact activity, through e-mail, newsletters or other methods
 - Final report at the end of the contract period that summarizes county WAV activities for the previous year, with an outline of future activities and opportunities
6. Customize and use eCoordinator or other provided database for monthly hours reporting, recruiting volunteers, updating volunteer profiles, listing opportunities, and tracking volunteer hours and activities in Seminole County.
 - Record volunteer information, including
 - Service hours for individuals and groups participating in WAV activities
 - Contact information, including e-mail (if available), addresses, phone numbers, and areas of interest
 - Training received, including orientation and safety
 - Status of all volunteer applications and documents
 - Update volunteer opportunities to assist in recruiting new volunteers and informing existing volunteers about upcoming programs and events, including
 - Types of opportunities or activities needed
 - Number of volunteers needed
 - Dates and locations
 - Update local program partner contact list of key governmental staff, organizations and community leaders, including
 - Names
 - Phone numbers

- E-mail addresses
 - Mailing addresses
7. Document receipt of District equipment listed in Attachment 1 and transfer of District equipment to/from, District staff or other contractors by signing equipment inventory forms provided by the District.
 8. Attend WAV quarterly meetings unless excused by the District WAV coordinator or her supervisor, and attend the annual partner's meeting and other required training. Provide a presentation highlighting county WAV activities at the annual WAV partner's meeting, and submit updated work plan for FY 2007–2008.
 9. Submit suggestions for articles and program updates to be included in the District's publications and other approved publications and on the District's Web site. Provide suggestions for press releases a minimum of two weeks in advance.
 10. Initiate monthly contact with intergovernmental coordinators to discuss WAV Program and county issues. Document contacts and topics discussed in monthly activity report.

Volunteers and Training

11. Maintain regular contact and communication with all volunteers through a variety of methods that may include meetings, newsletters, presentations, and organized events.
12. Recruit volunteers and conduct WAV orientation and safety training for all volunteers prior to their participation in the WAV Program. Conduct a minimum of three recruitment, orientation, training or networking meetings or events.
13. Coordinate volunteer involvement in presentations, programs, and special events, as appropriate. Special events or any significant changes to this Statement of Work will require the agreement of all parties and will initiate the need to amend the contractor's Statement of Work by the District.
14. Coordinate training sessions for volunteers to provide volunteers with the skills and information needed to participate in WAV activities and, when needed, conduct the training sessions.
15. Become trained and train volunteers in water quality monitoring techniques and quality assurance procedures.
16. Continue the water quality monitoring program in Seminole County.

Projects and Activities

17. Initiate water resource education projects or activities with assistance from the District's education contractors or staff.
18. Provide water conservation information at special events and through presentations throughout Seminole County.
19. Provide volunteer support for waterway cleanup efforts sponsored by Seminole County.
20. Assist local government and District staff with development and implementation of "hands-on" projects and activities that support the water resource protection goals of the county, the District, and the WAV Program.

County-Specific Activities

The following projects and programs will be implemented in Seminole County to satisfy the requests and specific needs identified by county partners.

21. Continue to assist the County with expansion of the Adopt-A-River program.
22. Promote the use of the Seminole County Watershed Atlas in county schools and throughout the community.

23. Provide a quarterly Seminole County WAV newsletter and monthly e-mail notifications to volunteers. Submit draft copies to the District and Seminole County for review and editorial approval at least two weeks prior to the distribution date.

V. Deliverables

For the purposes of this contract, all due dates will be the last day of each month unless otherwise stated.

TASK	DESCRIPTION	DUE DATE
21	Continue to assist the County with expansion of Adopt-a-River	Upon request
15, 16	Coordinate water quality monitoring training or quality assurance session(s) as needed	Upon request
8	Attend WAV quarterly meetings	As scheduled
5, 6, 9, 10, 11, 13, 14	Submit monthly invoices and report	Monthly — first Wednesday of the following month
6	Update eCoordinator files or other provided database	Monthly — first Wednesday of the following month
5	List intergovernmental contacts and topics discussed	Monthly
8	Submit updated work plan	October
7	Document receipt or transfer of District equipment	October (and as needed)
8	Submit draft presentation for annual WAV partner's meeting	November 1
8	Attend annual WAV partners meeting	December 4
5	Submit annual summary report	September
12	Conduct a minimum of three volunteer recruitment, orientation, training or networking meetings or events	September
21	Assist with Adopt-A-River program for Seminole County and coordinate activities	September
16	Continue the water quality monitoring program in Seminole County	September
22	Promote use of the Seminole County Watershed Atlas in county schools and throughout the community	September
23	Provide a quarterly Seminole County WAV newsletter and send out monthly e-mail notifications	October/January/ May/September

VI. Budget

Seminole County will provide revenue in an amount of \$40,000 to support coordination of the Seminole County WAV Program for the period October 1, 2007, through September 30, 2008. The District will invoice Seminole County for the full amount (\$40,000) within thirty (30) days of execution of the contract.

The District will provide a \$15,000 match as well as in-kind services for program implementation and administration. As a result, a not-to-exceed amount of \$55,000 will be available to the District to contract with a WAV coordinator for Seminole County under a separate contract for services to accomplish the work described this Statement of Work.

**ATTACHMENT 1
 SAMPLE OF THE SEMINOLE COUNTY WATERSHED ACTION VOLUNTEER
 (WAV) COORDINATOR
 INVENTORY CHECKLIST**

<u>Quantity</u>	<u>Description</u>
1	Display board
1 set	WAV display panels
1 set	Grass/turf display panels
1 set	Waterwise display panels
1	River Trash activity box
1	#16 EnviroScape Model (Fixed Asset #16806)
1	#4 Aquifer Model

PROTECTION OF DISTRICT EQUIPMENT. Contractor shall be solely responsible for all District-owned equipment in its possession. Contractor shall repair, replace, or restore any damage or loss to any District equipment utilized by Contractor in performance of this agreement at its expense and to the District's satisfaction, and shall return any such equipment to the District in good working order, with the exception of normal wear and tear, upon expiration or termination of this agreement. An inventory of any such equipment is attached hereto as Attachment 1.