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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Approval of the Annual Revenue Agreement Between The University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program

**DEPARTMENT:** Public Works

**DIVISION:** Roads-Stormwater

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Kim Ornberg

**EXT:** 2417

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the annual Revenue Agreement between the University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program.

County-wide

Kim Ornberg

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**BACKGROUND:**

The Florida Yards & Neighborhood (FYN) Program was originally initiated in October 2006. The University of Florida Agreement requiring Seminole County's payment towards this program is approved annually. The proposed payment for FY 09/10 is \$45,000, which is included in the current Seminole County Lake Management Program annual budget (077450.530340). Under the Lake Management Program, targeted stormwater education is being implemented for residents and businesses within each affected watershed as a component of regulatory compliance, and will continue to be accomplished through a cooperative agreement with the Florida Department of Environmental Protection (FDEP)-endorsed Florida Yards & Neighborhood (FYN) Program. This Program will continue to advance pollution reduction goals required by the FDEP TMDL (Total Maximum Daily Loads) Program by helping to eliminate the County's most problematic surface water pollution at the source. The FYN Program was developed by the University of Florida to address serious problems of pollution and disappearing habitats by enlisting homeowners in the effort to preserve the natural environment. This Program provides special educational and outreach activities directed at the community to help residents reduce pollution and enhance their environment by improving home and landscape management. This integrated approach to landscaping emphasizes nine (9) interrelated principles, such as right plant, right place, water efficiently, fertilize appropriately, mulch correctly, attract wildlife, manage yard pests responsibly, recycle, reduce stormwater runoff, and protect the waterfront.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the annual Revenue Agreement between The University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program.

**ATTACHMENTS:**

1. Agreement - Florida Yards & Neighborhood Program
2. Scope of Work - Florida Yards & Neighborhood Program

**Additionally Reviewed By:**

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

**REVENUE AGREEMENT BETWEEN  
SEMINOLE COUNTY AND  
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
FOR THE FLORIDA YARDS & NEIGHBORHOOD PROGRAM (FYN)**

THIS AGREEMENT effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Seminole County Public Works Department, Roads-Stormwater Division, with offices located at 177 Bush Loop, Sanford, FL 32773, (hereinafter referred to as "Sponsor") and the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, an educational institution of the State of Florida ("University").

WITNESSETH

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements and/or discoveries;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

**Article 1 - Definitions**

As used herein, the following terms shall have the following meanings:

- 1.1 "Project" shall mean the description of the project described in Appendix A (Scope of Services) hereof, under the direction of Barbara Hughes, as principal investigator (University project director).
- 1.2 "Contract Period" is October 1, 2009 through September 30<sup>th</sup>, 2010.
- 1.3 "University Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made by one or more employees of University in performance of Project.

**Article 2 - Research Work**

- 2.1 University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend Project by mutual written agreement.
- 2.2 In the event that the Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project.

### **Article 3 - Reports and Conferences**

- 3.1 Written program reports shall be provided by University to Sponsor every month, and a final report shall be submitted by University within forty-five (45) days of the conclusion of the Contract Period, or early termination of this Agreement.
- 3.2 During the term of this Agreement, representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

### **Article 4 - Costs, Billings and Other Support**

- 4.1 It is agreed to and understood by the parties hereto that, subject to Article 2, total costs to Sponsor hereunder shall be \$45,000.00. This will be broken down into the following budget:

DIRECT COST: \$45,000.00 (100%)

Lump Sum Payment shall be made by Sponsor at start of project once a valid invoice is received from the University.

### **Article 5 - Publicity**

- 5.1 Sponsor will not use the name of University, nor of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of Sponsor.

### **Article 6 - Publications**

- 6.1 Sponsor recognizes that under University policy, the results of University Project must be publishable and agrees that Researchers engaged in Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least three (3) months in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have three (3) months, after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable or copyrightable subject matter which needs protection. In the event that Sponsor makes such objection, said Researcher(s) shall refrain from making such publication or presentation for a maximum of three (3) months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign

patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

## **Article 7 - Term and Termination**

- 7.1 This Agreement shall become effective upon the date first hereinabove written and shall continue in effect for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the parties reduce to writing and sign. Either party may terminate this agreement upon ninety (90) days prior written notice to the other.
- 7.2 In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at this option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.
- 7.3 Subject to Article 8, termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the Sponsor's rights and duties under Article 7 hereof, or release the parties hereto from their rights and obligations under Articles 4, 5, 6, 7, 8, and 10.
- 7.4 With the sole exception of termination of this agreement due to a default of performance on the part of the Sponsor, any termination of this agreement by either party prior to completion of the contract at the end of its full term shall entitle the Sponsor to a pro-rata refund of the contract amount specified in Article 4. The pro-ration shall be based on the fraction of time remaining in the contract term between the date that work ceases to be performed on the contract and September 30, 2009. The University shall further deliver to the Sponsor any deliverables that were prepared during the period before the work ceased which have not otherwise already been delivered to the Sponsor.

## **Article 8 - Independent Contractor**

- 8.1 In the performance of all services hereunder:
- 8.1.1 University shall be deemed to be and shall be an independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of Sponsor;
- 8.1.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

## **Article 9 - Insurance**

- 9.1 University warrants and represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University, and University has no liability insurance policy as such that can extend protection to any other person.
- 9.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

#### **Article 10 - Governing Law**

- 10.1 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

#### **Article 11 - Assignment**

- 11.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.
- 11.2.1 This Agreement is assignable to any division of Sponsor, any majority stockholder of Sponsor, and/or any subsidiary of Sponsor in which 51 percent of the outstanding stock is owned by Sponsor.

#### **Article 12 - Agreement Modification**

- 12.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

#### **Article 13 - Notices**

- 13.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor

Attn:

Marie Lackey  
Public Works Department  
Roads-Stormwater Division  
Water Quality Section  
177 Bush Loop  
Sanford, FL 32773  
407-665-2424  
407-665-2458 - Fax

If to University:

Sponsored Programs  
University of Florida  
G022 McCarty Hall-D  
PO Box 110110  
Gainesville, FL 32611-0110

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year above written.

UNIVERSITY OF FLORIDA

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

Bob Dallari, Chairman  
Seminole County Board of County Commissioners

Title: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

Maryann Morse, Clerk to the Board of County Commissioners of  
Seminole County

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

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



**SCOPE OF WORK**  
**FLORIDA YARDS & NEIGHBORHOODS**  
**PROGRAM COORDINATION**  
**October 1, 2009 – September 30, 2010**

**Introduction**

The Florida Yards & Neighborhoods (FYN) Program began as a partnership of the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS), Cooperative Extension Service, Florida's Water Management Districts, the Florida Department of Environmental Protection (FDEP), the National Estuary Program, the Florida Sea Grant College Program, along with municipality and county utilities, numerous other non-governmental agencies, members of private industry, and concerned citizens. FYN addresses the serious problems of pollution, water shortages and disappearing habitats by enlisting Floridians in the battle to save our natural resources. The program, which is implemented through the counties' UF/IFAS Cooperative Extension Service offices, provides environmental education and outreach activities in the community to help residents reduce stormwater runoff conserve water and enhance their community by improving home and landscape management. This integrated approach to landscaping emphasizes nine interrelated principles:

1. Right plant, right place
2. Water efficiently
3. Fertilize appropriately
4. Mulch correctly
5. Attract wildlife
6. Manage yard pests responsibly
7. Recycling
8. Reduce stormwater runoff
9. Protect the waterfront

FYN is a University of Florida/IFAS educational program and not a regulatory agency; however, the FDEP, the U.S. Environmental Protection Agency (EPA), the U.S. Department of Agriculture (USDA) and local governments strongly support the program.

## **Objectives**

The FYN coordinator will administer the FYN Program in Seminole County from October 1, 2009-September 30, 2010. The FYN coordinator will work with the Seminole County Public Works Department Roads-Stormwater Division to implement the FYN environmental education program within the targeted watersheds and the seven (7) Cities.

The FYN Program in Seminole County will be an integrated Program Management between the University of Florida, Seminole County Extension Office and FYN Coordinator for Seminole County.

## **Scope of Work**

The FYN Coordinator will implement the FYN Program in Seminole County and its' seven (7) cities and will provide the Seminole County Roads-Stormwater Division, with a work plan, monthly reports, and a final summary report at the end of the contract period that includes plans for continuing the program to Marie Lackey at [mlackey@seminolecountyfl.gov](mailto:mlackey@seminolecountyfl.gov) or Marie Lackey, Seminole County Roads-Stormwater Division, Water Quality Section, 177 Bush Loop, Sanford, FL 32773. Specific tasks and deliverables covered by this agreement between Seminole County Roads-Stormwater Division are presented below. Separate Scope of Services will be provided to the FYN Coordinator for each of the seven (7) Cities.

## **Task Identification**

The coordinator will perform the following tasks:

1. Coordinate FYN office activities in Seminole County and maintain an office presence for the program through personal participation. The office is located at the Seminole County Extension office.
2. FYN Coordinator will handle standard office duties, keeping contact records, maintain database of participants in FYN workshops, updating the County FYN website, conduct mail-outs and compile survey responses. Help with FYN presentations, coordinate events, publicity, reports, and invoices.
3. Assist Seminole County in meeting the goals and objectives of their National Pollutant Discharge Elimination System Permit (NPDES)
4. Help identify and work with appropriate Seminole County Roads-Stormwater Division, to establish partnerships with the business community, local governments, environmental agencies, civic and environmental organizations, and others.
5. Attend FYN annual meetings and other required training. Provide oral reports of highlights of county FYN activities at quarterly meetings.
6. Submit an annual work plan that highlights efforts to enhance existing programs and new project opportunities to Marie Lackey at [mlackey@seminolecountyfl.gov](mailto:mlackey@seminolecountyfl.gov) or Marie Lackey, Seminole County Roads-Stormwater Division, 177 Bush Loop, Sanford, FL 32773.
7. Submit monthly progress reports, with success stories and challenges encountered which include program highlights and activity report by the fifth working day of the following

month to Marie Lackey at [mlackey@seminolecountyfl.gov](mailto:mlackey@seminolecountyfl.gov) or Marie Lackey, Seminole County Roads-Stormwater Division, 177 Bush Loop, Sanford, FL 32773.

8. Submit a summary report at the end of the fiscal year (September 30, 2010) that includes a final program assessment for all phases of the FYN Program and an outline of future activities and opportunities for the next budget year to Marie Lackey at [mlackey@seminolecountyfl.gov](mailto:mlackey@seminolecountyfl.gov) or Marie Lackey, Seminole County Roads-Stormwater Division, 177 Bush Loop, Sanford, FL 32773.
9. Submit information upon request for articles and program updates to be included in the County's publications and other approved publications and on the County's Web site. Provide information for press releases a minimum of two weeks in advance.
10. Conduct as needed, a FYN landscape training sessions for CEU's (education, research updates, BMP's etc.) for commercial and Seminole County employees.
11. Coordinate and conduct, as needed, a FYN New Resident Landscaping Workshops within the targeted watersheds.
12. Conduct presentations at Homeowner Associations within the TMDL targeted watersheds.
13. Conduct, as needed, yearly pre and post surveys of workshop attendees to determine knowledge acquired.
14. Distribute FYN flyers and brochures at all FYN functions. Assistance with development and distribution of utility bill stuffers and mail-outs concerning stormwater management and pollution prevention once per year. Track and report quantity distributed.
15. FYN website links with links to Seminole County website. Reciprocal links to FYN's website <http://fyn.ifas.ufl.edu>.
16. Track and provide per event and year-end report on amount of attendance / participation and quantity of educational materials.
17. Provide all of the UF/IFAS FYN materials for FYN landscaping workshops, HOA meetings.
18. Provide the annual support to all seven (7) Cities in Seminole County, as stated in the five (5) year agreements for the FYN Program.
19. Work with stormwater education projects or activities, with assistance from Seminole County's Watershed Action Volunteer Coordinator or staff.
20. Work on implementing a plan for developing a Builder/Developer program on FYN standards for new community landscaping, landscape maintenance, pesticide/herbicide applicators and proper irrigation.

**Deliverables.** For the purposes of this contract, all due dates will be the 5<sup>th</sup> day of the following month unless otherwise stated.

<b>Description</b>	<b>Due Date</b>
Submit monthly progress Reports	October, November, December, January, February, March April, May, June, July, August & September
Submit an annual (end of fiscal year) summary report, with a projected work plan for FY 2010-2011	September

**Budget -\$45,000.00 – October 1, 2009 – September 30, 2010**