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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Cost Share Agreement Between The St. Johns River Water Management District and Seminole County for Evaluation of Hydrologic and Nutrient Loadings From Groundwater Seepage Entering Lake Jesup - Seminole County TMDL Assessment

**DEPARTMENT:** Public Works

**DIVISION:** Roads-Stormwater

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Kim Ornberg, P.E.

**EXT:** 2417

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Cost Share Agreement Between the St. Johns River Water Management District (SJRWMD) and Seminole County for Evaluation of Hydrologic and Nutrient Loadings from Groundwater Seepage Entering Lake Jesup - Seminole County TMDL Assessment.

County-wide

Kim Ornberg

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**BACKGROUND:**

On June 9, 2009, the Board approved a Budget Change Request for the Lake Jesup Seepage Study (agenda memo attached). This Cost Share Agreement with SJRWMD provides offsetting funding for the Lake Jesup Seepage Study in the amount of \$24,000. The study has been approved, initiated and funded through the Stormwater Fund/Lake Management Program; this cost share will decrease the overall project cost to the County.

The Revenue **(and corresponding expenditures)** generated by this Agreement will be included in the Proposed FY 2009/10 Budget presented to the Board of County Commissioners on September 9, 2009. **The existing project budget, currently funded in the Stormwater Fund, will be reduced by \$24,000 during the Board of County Commissioners Meeting on September 22, 2009.**

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Cost Share Agreement Between the St. Johns River Water Management District and Seminole County for Evaluation of Hydrologic and Nutrient Loadings From Groundwater Seepage Entering Lake Jesup - Seminole County TMDL Assessment.

**ATTACHMENTS:**

1. Cost Share Agreement - Lake Jesup Seepage Study
2. 06-09-09 BCC Agenda Item BCR 09-13 Lake Jesup Groundwater Seepage Study Project

**Additionally Reviewed By:**

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

**COST SHARE AGREEMENT BETWEEN  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND SEMINOLE COUNTY  
FOR EVALUATION OF HYDROLOGIC AND NUTRIENT LOADINGS FROM  
GROUNDWATER SEEPAGE ENTERING LAKE JESUP - SEMINOLE COUNTY TMDL  
ASSESSMENT**

THIS COST SHARE 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 (“the County”), whose address is 177 Bush Loop, Sanford, FL 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 eighteen counties; and

WHEREAS, the District has determined that its needs will be best served by entering into a Cost Share Agreement for services that can be provided by the County (hereafter “the Work”).

NOW THEREFORE, in consideration of the payments herein specified, and which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Evaluation of Hydrologic and Nutrient Loadings from Groundwater Seepage Entering Lake Jesup - Seminole County TMDL Assessment, Contract #25403. County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

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

**ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE**

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
  - 1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same.
  - 2. **Completion Date.** The Completion Date of this Agreement shall be no later than nineteen (19) months from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.
  
- B. **Schedule of Work.** County shall commence the Work:
  - Within fifteen (15) days after the Effective Date; or
  - Upon the issuance of a Notice to Proceed by the District; or
  - Within fourteen (14) days of issuance of a Work Order by the District; or

[ ] On \_\_\_\_\_ (insert specific date).

This date shall be known as the "Commencement Date." County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and the County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

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

## **ARTICLE II - STATEMENT OF WORK AND DELIVERABLES**

- A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, the County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.
- B. **Progress Reports.** When requested, the County shall submit progress reports to the District's Project Manager in a form approved by the project manager. The progress report shall provide an updated progress schedule with each payment request, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.
- C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when the County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by the County. The original documents or materials, excluding proprietary materials, as outlined in the Statement of Work, shall be provided to the District upon the expiration or termination of this Agreement, or upon request. The County shall include language in all subcontracts that so provides.

- D. **County Computer Codes.** If the existing computer codes required for the development of a model selected by the County and necessary for use in completing the Work are deemed proprietary by the County, then the County grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes. Documentation of the County's proprietary rights shall be provided to the District upon request. County's computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the District shall notify the County in writing of the request in order to give the County the right to protect its proprietary interest.
- E. **District Computer Codes.** The County shall not be entitled to claim any proprietary right to computer codes that are developed by the County in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law. The District grants the County a non-exclusive, non-transferable license to use any such proprietary computer codes developed as part of the Work for research or educational purposes. The District's computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the County shall notify the District in writing of the request in order to give the District the right to protect its proprietary interest.

### **ARTICLE III - COMPENSATION**

- A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay the County a sum in the amount not to exceed \$24,000 (the "Total Compensation").
- B. **In-Kind Services.** Through this Cost Share Agreement, the County agrees to provide at least \$24,000 in the form of matching funds and in-kind services for this project. In the event project costs exceed this amount, County shall be responsible for providing any additional funding required to complete the project. For purposes of matching funding documentation, all work performed by County on or after May 20, 2009 shall be applicable.
- C. **Invoicing Procedure.** All invoices shall be submitted either by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177 or by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com). **County shall transmit invoices using only one of the above two methods, but not both.** County shall submit one itemized invoice for work performed through September 30, 2009. If the full amount is not invoiced, County may submit a second invoice for work performed through September 30, 2010 and shall bill as per the budget included in Exhibit A, Statement of Work, attached hereto and by reference made a part hereof. County shall provide supporting documentation to verify its match and submit to District along with its invoice(s). If for any reason the project is cancelled before completion by County and deliverables are not provided to the District, County shall reimburse the District for the amount of pass through funding provided to County by the District. County's payment requests shall include the following information:
- D. All payment requests submitted by the County shall include the following information:
1. Contract number
  2. County's name and address (include remit address if necessary)
  3. Name of District's Project Manager
  4. Name of County's Project Manager

5. Cost data (utilize the appropriate method for payment request per the contract)
  - (a) Supporting documentation and copies of invoices if cost reimbursable
  - (b) Deliverables submitted and approved
  - (c) Project completion documentation
6. Progress Report (as per contract requirements)
7. Diversity Report (The report shall include company names for all Women and Minority Business Enterprises (W/MBEs) and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

- E. **Retainage.** The District shall pay County one hundred percent (100%) of each approved invoice.
- F. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of the County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- G. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.
- H. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay the County all travel expenses pursuant to the District's Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.
- I. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to the County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

#### **ARTICLE IV - LIABILITY AND INSURANCE**

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as

amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.

- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers’ compensation insurance as required by their current rules and regulations.

**ARTICLE V - FUNDING CONTINGENCY**

This Agreement is contingent upon funding in succeeding years, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the District’s Governing Board in its sole discretion and judgment for each succeeding year; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Should the Work provided for hereunder not be approved, in whole or in part, for funding in succeeding years, the District shall so notify County, and this Agreement shall be deemed terminated for convenience in accordance with ARTICLE VII. B. – TERMINATION FOR CONVENIENCE five (5) days after receipt of such notice, or within such additional time as the District may allow.

**ARTICLE VI - PROJECT MANAGEMENT**

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

<u>DISTRICT</u>	<u>COUNTY</u>
Mary Brabham, Project Manager	Kim Ornberg, Project Manager
St. Johns River Water Management District	Seminole County
4049 Reid Street	177 Bush Loop
Palatka, Florida 32177	Sanford, FL 32773
Office: (407) 659-4829	Office: (407) 665-2417
E-mail: <a href="mailto:mbrabham@sjrwmd.com">mbrabham@sjrwmd.com</a>	E-mail: <a href="mailto:Kornberg@seminolecountyfl.gov">Kornberg@seminolecountyfl.gov</a>

- B. **District Project Manager.** The District’s Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Work. The District’s Project Manager shall have the authority to approve minor deviations in the Work that do not affect the Total Compensation or the Completion Date. The District’s Project Manager and, as appropriate, other District employees, shall meet with the County when necessary in the District’s judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party. The District reserves the right to request the County to replace its project manager if said manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.
- D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill and attention.

- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

**ARTICLE VII - TERMINATIONS**

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

**ARTICLE VIII - MISCELLANEOUS PROVISIONS**

- A. **Assignment and Subcontracts.** County shall not assign this Agreement, or any monies due hereunder, without the prior written consent of the District. County shall be responsible for the fulfillment of all work elements included in any subcontracts and shall be responsible for the payment of all monies due under any subcontract. County shall be as fully responsible to the

District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. County shall hold the District harmless from liability or damages arising from the County's negligence in the performance of the Work, to the extent allowed by law.

- B. **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.
- C. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of the County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.
- D. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the County shall not discriminate against any employee or applicant for employment with respect to the Work, because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- E. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.
- F. **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.
- G. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.
- H. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- I. **Florida Single Audit Act.**
  - (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a

total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

- (b) **Program Information.** This Agreement involves the disbursement of state funding by the [Florida Department of Environmental Protection](#) in the amount of \$24,000. The District is providing a funding match of \$0.00. Funding is provided under the State of Florida [Ecosystems Management Trust Fund](#). The Florida Catalog of Financial Assistance (CSFA) number for this program is CFSA No. 37.039.
- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to

Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Mr. Greg Rockwell, Director, Division of Financial Management, 4049 Reid Street, Palatka, FL 32117. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.

- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, F.S., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
  - (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
  - (i) **Records Retention.** Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.
- J. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- K. **Independent Contractor.** County is an independent contractor. Neither the County nor the County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if the County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6)

providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of the County's duties hereunder or alter the County's status as an independent contractor.

- L. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- M. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- N. **Release of Information.** Records of the County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event the County receives a request for any such records, the County shall notify the District's Project Manager within three (3) workdays of receipt of such request and prior to the release of any information. Nor shall the County publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and the District's written consent. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- O. **Royalties and Patents.** Unless expressly provided otherwise herein, the County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If the County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.
- P. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- Q. **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.
- R. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

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

WITNESSES:

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

\_\_\_\_\_  
Name:

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

\_\_\_\_\_  
Name:

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

WITNESSES:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Bob Dallari, Chairman, Seminole County Board  
of County Commissioners

\_\_\_\_\_  
Name:

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

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

Within authority of Section 330.3,  
Seminole County Administrative Code,  
Purchasing Chapter.

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

Documents attached:  
Exhibit A — Statement of Work

**EXHIBIT “A” – STATEMENT OF WORK****EVALUATION OF HYDROLOGIC AND  
NUTRIENT LOADINGS FROM GROUNDWATER  
SEEPAGE ENTERING LAKE JESUP****Prepared By****Environmental Research & Design, Inc.****Revised March 26, 2009 – additions for SJRWMD format by M.Brabham 4/2/09****I. Introduction**

The St. Johns River Water Management District (District) has been working with the Florida Department of Environmental Protection (FDEP) and the local government stakeholders on the Total Maximum Daily Load (TMDL) efforts for Lake Jesup over the past several years. In 2007, the State Legislature allocated funding to the Middle St. Johns River Basin (MSJRB) and specifically to provide funding support for TMDL requirement assessments that local governments are pursuing. This contract will provide pass-through funding from Resolution 2007-07-A to Seminole County to contribute to the “Evaluation of Hydrologic and Nutrient Loadings from Groundwater Seepage Entering Lake Jesup.” The project total cost is \$85,770.70 and the funding provided through this contract is \$24,000.00. This contract authorizes that up to \$24,000 or 50% of Seminole County’s cost, whichever is the lesser amount, will be reimbursed by the District.

**II. Objectives**

This project will provide data to be used to generate estimates of annual hydrologic and nutrient loadings to Lake Jesup from groundwater seepage. This information will be used to support future projects by Seminole County (County), the District, and other stakeholders in their collective efforts to improve the water quality of Lake Jesup.

**III. Scope of Work**

This document outlines work efforts to be performed by County and County's subcontractor, Environmental Research & Design, Inc. (ERD), to evaluate hydrologic and nutrient loadings entering Lake Jesup from shallow groundwater seepage. ERD proposes to install 40 seepage meters in Lake Jesup and perform monitoring of seepage quantity and quality in seven sample events over a period of 12 months. Prior to September 30, 2009, four of the seven sample events will be complete. Field monitoring events will be conducted on a monthly basis during wet season conditions and on a bi-monthly basis during dry season conditions for a total of 7 monitoring events during the 12 month monitoring program. The collected samples will be analyzed in the ERD laboratory for pH, alkalinity, conductivity, nitrogen and phosphorus. At the completion of the monitoring program the data will be used to generate estimates of annual hydrologic and nutrient loadings to Lake Jesup from groundwater seepage.

**IV. Task Identification**

ERD proposes to perform the specific work efforts outlined below to evaluate the hydrologic and nutrient loadings from groundwater seepage entering Lake Jesup. Details of specific work efforts proposed for this project are summarized below.

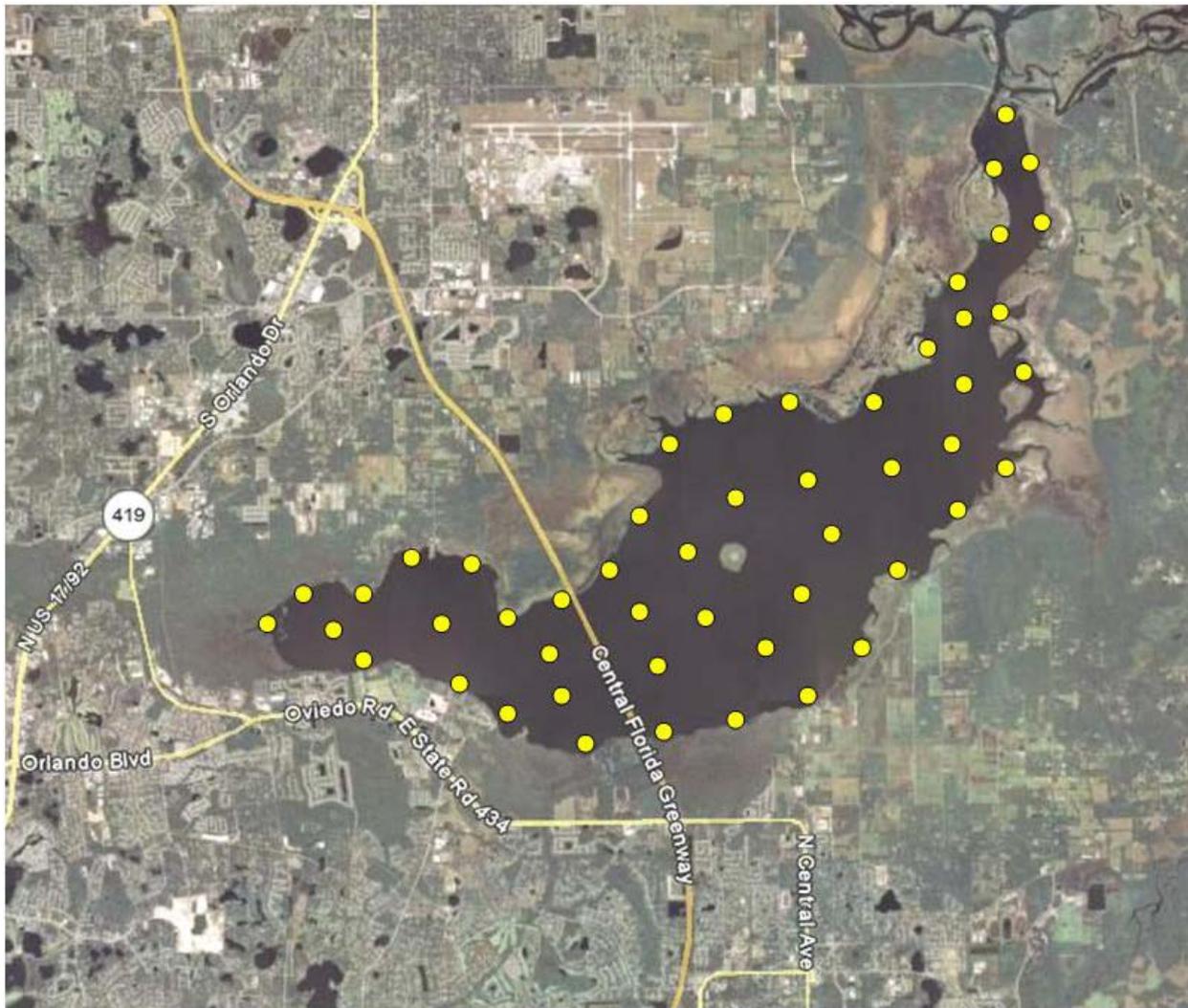
1. **Project Kick-off Meeting:** The ERD Project Director will perform a project kick-off meeting with representatives of the County to discuss details of the proposed work efforts to be performed, project schedule, contact personnel for ERD and the County, contract management details, and issues related to equipment installation and security. Specific locations for seepage monitoring sites will be selected jointly by ERD and the County.
  
2. **Seepage Meter Installation:** Groundwater seepage meters will be installed in perimeter and middle areas in Lake Jesup at the locations selected under Task 1. A total of forty (40) seepage meters will be installed within the lake. Locations of each seepage meter will be indicated by GPS coordinates and a submerged or floating buoy. Proposed locations for the seepage meters are indicated on the attached figure.
  
3. **Seepage Meter Field Monitoring:** Following installation of the seepage meters, the meters will be allowed to equilibrate for a period of one week prior to installation of the collection bags. The seepage bags will be installed, and the seepage will be collected for the initial one month period. At the end of the first month the seepage volume will be measured, but the contents will be discarded since most of the seepage volume will represent the initial water within the meter which is flushed out from the initial seepage influx. After this initial event the seepage volume will be measured on an established schedule for the remainder of the monitoring program. Seepage monitoring will be conducted during the months of June, July, August, September, which is part of this cost share agreement. Additional monitoring will be funded by Seminole County to complete a total of 7 monitoring events, excluding the initial event where only the water volume is measured.

During a typical monitoring event, the seepage collection bag will be removed from the seepage meter, and the contents will be poured into a graduated bucket. The volume of collected seepage will be recorded, and a sample of the seepage water will be collected for laboratory analysis. The collected seepage samples will be field-filtered using a 0.45 µ filter since seepage samples sometimes contain sediment particles which are unrelated to the seepage inflow. The filtered samples will be placed on ice and returned to the ERD Laboratory for analysis of the following parameters:

- |                           |                      |
|---------------------------|----------------------|
| (1) pH                    | (5) NO <sub>x</sub>  |
| (2) Specific Conductivity | (6) Total Nitrogen   |
| (3) Alkalinity            | (7) SRP              |
| (4) Ammonia               | (8) Total Phosphorus |

A maximum of 280 groundwater seepage samples (40 samples/event x 7 events) could be collected during this process. However, since damage and vandalism typically reduce the number of collected samples, for budget purposes only 210 samples are assumed (75% retrieval rate).

It is anticipated that seepage meters will be damaged or lost during the 12 month monitoring program as a result of vandalism or damage from boats or animals. When damaged seepage meters are encountered during a routine monitoring event, the damage will be repaired in the field, if possible, and the meter placed back in service. If the meter cannot be repaired or is missing, a new meter will be installed. A total of 15 additional seepage meters is included in the budget under expenses to replace lost or damaged meters on an as needed basis.



**Proposed Groundwater Seepage Monitoring Sites in Lake Jesup**

4. **Routine/Final Data Compilation:** All data retrieved during the monitoring program shall be compiled into a common database on a continuing basis. The collected field and laboratory data shall be reviewed and evaluated with respect to accuracy and precision of the data. At the end of the monitoring program, all of the compiled data shall be summarized in both tabular and graphical formats for use in the Final Report.

5. **Prepare Draft Report:** A Draft Final Report will be prepared by ERD which summarizes all field and laboratory activities and will include, at a minimum, the following:
  - a. Isopleth contour maps of seepage inflow rates within Lake Jesup
  - b. Isopleth contour maps of chemical characteristics of seepage samples
  - c. Isopleth contour maps of nitrogen and phosphorus flux into Lake Jesup
  - d. Estimates of annual hydrologic inputs from groundwater seepage into Lake Jesup
  - e. Estimates of annual loadings of nitrogen and phosphorus into Lake Jesup from groundwater seepage.

Five hard copies and one digital copy (PDF format) of the Draft Final Report will be provided to the County for review and comments.
6. **Attend Review Meetings with County:** The ERD Project Director will attend up to 2 review meetings with the County to discuss project status and to receive comments on the Draft Revised Final Report.
7. **Prepare Final Report:** A Final Revised Report will be prepared which incorporates the review comments provided by the County. Five hard copies and one digital copy (PDF format) of the Final Report will be provided to the County.
8. **Prepare/Give Presentation to Lake Jesup Technical Advisory Committee (TAC):** The ERD Project Director will prepare and give a presentation of the results of the seepage monitoring project to the Lake Jesup TAC.

**V. Time Frames and Deliverables**

The total time frame for this project is 19 months. Project deliverables are outlined in the Task Identification section above and include draft and final reports, as well as presentations at the Lake Jesup TAC. The District Project Manager shall receive copies of all deliverables, and in addition, shall receive a status report from County at the end of each District fiscal year (due September 30, 2009 and September 30, 2010) for all activities completed to date. A third status report shall also be provided for all activities completed through the date of project completion. Status reports may be in the form of an e-mail to the District's Project Manager.

**VI. Budget/Cost Schedule**

The budget for this contract is \$24,000. Seminole County shall submit an itemized invoice to the District for work performed through September 30, 2009 not to exceed \$24,000. The invoice must include a status report for all activities completed to date and documentation of the County's match. A breakdown of costs is included in the following table:

**MAN-HOURS / FEE SUMMARY**

Prepared By  
**Environmental Research & Design, Inc.**  
 Revised March 26, 2009

TASK	DESCRIPTION	MAN-HOURS*							TASK AMOUNT (\$)	SJRWMD Cost
		PD	SE	LM	FT	CH	D	CL		
<b>A. Labor</b>										
1	Project Kick-off Meeting	3	--	--	--	--	--	--	\$ 442.86	
2	Install Seepage Meters	24	--	24	64	--	--	--	8,136.72	4,000.00
3	Routine Monitoring/Sample Collection	24	--	180	200	--	--	--	23,943.48	7,500.00
4	Routine/Final Data Compilation and Evaluation	8	24	64	--	24	16	--	9,298.88	
5	Prepare Draft Final Report	24	12	8	--	--	--	12	5,659.68	
6	Review Meetings with County (2 total)	8	--	--	--	--	--	--	1,180.96	
7	Prepare Final Report	8	2	4	--	--	4	8	2,198.16	
8	Prepare/Give Presentation to Jessup TAC	16	--	--	--	--	--	4	2,544.96	
<b>TOTAL – LABOR:</b>		<b>115</b>	<b>38</b>	<b>280</b>	<b>264</b>	<b>24</b>	<b>20</b>	<b>24</b>	<b>\$ 53,405.70</b>	
<b>B. Reimbursable Expenses</b>										
5, 7	Black/White Copies (2000 copies @ \$0.10/copy)								\$ 200.00	
5, 7	Color Copies (200 copies @ \$1/copy)								200.00	
2	Seepage Meter Fabrication/Preparation (40 seepage meters x \$125/meter)								5,000.00	2,500.00
3	Field sampling supplies, filters, collection bags, etc. (210 samples x \$15/sample)								3,150.00	
1,2,3,6	Mileage (2400 miles @ \$0.35/mile)								840.00	
5, 7	Misc. Report Expenses (binders, covers, tabs, etc.) – at cost								100.00	
3	Replacement seepage meter fabrication/preparation (15 seepage meters @ \$125/meter) – as needed								1,875.00	
<b>TOTAL – REIMBURSABLE EXPENSES:</b>									<b>\$ 11,365.00</b>	
<b>C. Lab Analyses</b>										
3	Groundwater Seepage (280 samples x 75% x \$100/sample)								\$ 21,000.00	\$10,000.00
<b>TOTAL – LAB ANALYSES:</b>									<b>\$ 21,000.00</b>	
<b>PROJECT TOTAL:</b>									<b>\$ 85,770.70</b>	<b>\$24,000.00</b>

\*Personnel Billing Rates (\$/hour)

PD:	Project Director	147.62
SE:	Senior Engineer	92.26
LM:	Limnologist	57.57
FT:	Field Technician	50.19
CH:	Chemist	53.08
D:	Draftsman	59.08
CL:	Clerical	45.76

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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** BCR #09-13 - \$85,771 - Public Works - Stormwater Fund - establishment of Lake Jesup Groundwater Seepage Study project

**DEPARTMENT:** Fiscal Services

**DIVISION:** Budget

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Fredrik Coulter

**EXT:** 7180

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Budget Change Request (BCR) #09-13 through the Stormwater Fund in the amount of \$85,771.00 to establish and provide funding for the Lake Jesup Groundwater Seepage Study project.

County-wide

Fredrik Coulter

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**BACKGROUND:**

The proposed **Lake Jesup Groundwater Seepage Study** project is to conduct a detailed hydrologic and nutrient loading study to determine the actual quantity and quality of surficial groundwater seepage entering Lake Jesup. The results of the study will be used to refine the water budget and pollutant load allocations for the Lake Jesup Total Maximum Daily Load (TMDL) and Basin Management Action Plan (BMAP). Estimates and literature values were used by the Florida Department of Environmental Protection (FDEP) in the Lake Jesup TMDL model, which resulted in the allocation of estimated pollutant load to all stakeholders, most significantly unincorporated Seminole County.

It is anticipated that actual pollutant loadings entering Lake Jesup from groundwater will be higher in concentration than indicated by the FDEP Lake Jesup TMDL model, potentially reducing the load allocation of unincorporated Seminole County. At a minimum, the refinement of the data will provide a more accurate overall picture of the lake that will maximize the efficiency of retrofit projects by identifying areas of highest pollutant concentrations, thereby maximizing the removal of pollutant loads. This should result in significant cost savings.

The funding for the Lake Jesup Groundwater Seepage Study project is provided on the attached Budget Change Request (BCR) entirely by the Lake Management Program's Professional Services operating budget. However, it is anticipated that a potential cost sharing agreement with the St. Johns River Water Management District will result in reimbursements of approximately \$10,000 to \$25,000, reducing the net cost of the project to the County. Additional agreements with other stakeholders are also being pursued, which would further reduce the net cost of the project to the County. The total cost of the project is estimated at \$85,771, with an estimated completion date of October 2010.

The attached BCR does not affect Reserves of the Stormwater Fund.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Budget Change Request (BCR) #09-13 through the Stormwater Fund in the amount of \$85,771.00 to establish and provide funding for the Lake Jesup Groundwater Seepage Study project.

**ATTACHMENTS:**

1. Budget Change Request

<b>Additionally Reviewed By:</b> No additional reviews
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**\*\*\*SEMINOLE COUNTY BUDGET REQUEST\*\*\***

Budget Division Use only:

DATE: 05/12/09  
 FROM: Department Public Works  
 Division Roads / Stormwater

<b>BCR</b>	<input checked="" type="checkbox"/>	09-13

**WHAT IS NEEDED:**

<p align="center">Operational Adjustment</p> <input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost) <input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope) <input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.	<p align="center">Project Adjustment</p> <input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost) <input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope) <input checked="" type="checkbox"/> New project: Project is not in this fiscal year's budget.
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**Detailed Explanation:**

To provide funding for the Lake Jesup Groundwater Seepage Study project.

	<b>Fund #</b> <u>13000</u>	<b>Fund Name</b> <u>Stormwater Fund</u>	
	<b>FUND/ACCOUNT NUMBER</b>	<b>Project #</b>	<b>ACCOUNT TITLE</b>
<b>TRANSFER FROM</b>	<u>13000.077450.530310</u>		<u>Professional Services</u>
			<u>\$ 85,771</u>
			<b>TOTAL</b>
			<u>\$ 85,771</u>
	<b>FUND/ACCOUNT NUMBER</b>	<b>Project #</b>	<b>ACCOUNT TITLE</b>
<b>TRANSFER TO</b>	<u>13000.077450.530310</u>	<u>00284201 (New)</u>	<u>Professional Services (Lake Jesup Groundwater Seepage Study)</u>
			<u>\$ 85,771</u>
			<b>TOTAL</b>
			<u>\$ 85,771</u>

**RECOMMENDATION:**  Approval Date 5/12/2009 Analyst F V Coulter Budget Manager \_\_\_\_\_

**REVIEW:** FS Director \_\_\_\_\_ County Manager \_\_\_\_\_

**BCC APPROVAL:** BCC Meeting Date 6/9/09 Date Signed \_\_\_\_\_ Signature Bob Dallari, Chairman

**FINANCE:** Transfer has been posted Date \_\_\_\_\_ Signature \_\_\_\_\_