



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 03 2015 *NPLBS*

AGENDA ITEM

October 16, 2015

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director *JV*
Community, Environmental and Development
Services Department

CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1405

SUBJECT: November 3, 2015 — Consent Item
Watershed Atlas Interlocal Agreements with City of Maitland,
City of Winter Park, City of Winter Garden and Valencia Water
Control District

The Environmental Protection Division (EPD) is requesting approval of the Watershed Atlas Interlocal Agreements with the City of Maitland, City of Winter Park, City of Winter Garden and Valencia Water Control District (VWCD).

Since March of 2005, the Board of County Commissioners (BCC) has approved the development of a Watershed Atlas to provide an accessible Internet location for surface water related information specific to Orange County. The University of South Florida has developed atlases for the public, Orange County staff, and business professionals who desire to review current and historic water quality data, lake studies, and other information related to the County's vast water resources.

These Interlocal Agreements are between several municipalities to cost share portions of the annual maintenance for the Water Atlas website over a four-year period. In total, there are 11 partners that fund 63% of the \$65,000 annual cost. The County asked the partners to renew their agreements and they were returned for approval from the City of Maitland, City of Winter Park, City of Winter Garden and Valencia Water Control, District.

ACTION REQUESTED: Approval of Orange County, Florida, City of Maitland, Florida, City of Winter Garden, Florida, City of Winter Park, Florida, and Valencia Water Control District Interlocal Agreements for Watershed Atlas Project. All Districts

JVW/LC: mg
Attachments

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 03 2015 NP/BS

7/31/15

ORANGE COUNTY, FLORIDA
and
CITY OF MAITLAND, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____ 2015, by and between Orange County, a charter county and political subdivision of the State of Florida (“County”), and the City of Maitland, a municipal corporation existing by and under the laws of the State of Florida (“Maitland”).

WITNESSETH:

WHEREAS, the County and the University of South Florida (“USF”) have entered into a contract dated June 1, 2015 (“Contract”) where USF has implemented the Watershed Atlas Project (“Project”); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and Maitland with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of forty-eight (48) months; and

WHEREAS, Maitland has agreed to assist the County in paying for the maintenance of the Project.

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

Section 1. Term and Termination. This agreement shall commence on _____, 2015 (“Commencement Date”) and shall be for a period of forty-eight (48) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. Maitland's Contribution. Maitland has appropriated for the period commencing on June 1, 2015 and ending on May 31, 2019, the total sum of six thousand five hundred ninety-six dollars (\$6,596), to be used by the County solely for the purpose of maintaining the Project. Maitland's contribution shall be made to the County in four (4) payments during the term of this agreement. The first payment, in the amount of one thousand six hundred forty-nine dollars (\$1,649), shall be due thirty (30) days from the Commencement Date. The second, third, and fourth payments, in the amounts of one thousand six hundred forty-nine dollars (\$1,649) each, shall be due on the first, second, and third anniversary, respectively, of this agreement.

Section 3. Use of Funds. The County shall use Maitland's funds solely for the maintenance of the Project.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Maitland as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Maitland or by its designees during normal business hours for a period of four (4) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by Maitland shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Maitland's funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Maitland or its designees.

Section 5. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Indemnification. To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly, each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Environmental Program Spvsr, Water Sciences
800 Mercy Drive, Suite 4
Orlando, Florida 32808-7896
Phone: (407) 836-1400
Fax: (407) 836-1441

To Maitland: Richard Lemke, PE, PTOE
Public Works Director
1776 Independence Lane
Maitland, Florida 32751-5639
Phone: (407) 539-6252
Fax: (407) 539-6275

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Maitland for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. Filing. A copy of this agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 17. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

Section 18. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 19. Signatory. Each person executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Section 20. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Orange County and Maitland have hereunto executed this agreement as of the day and year first above written.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.3.15

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha Haynie*
Deputy Clerk

CITY OF MAITLAND, FLORIDA

By: *[Signature]*
Its: City Manager

Date: 8-27-15

ATTEST:
Maia Walop
City Clerk

NOV 03 2015 NP/BS

07/31/15

ORANGE COUNTY, FLORIDA
and
CITY OF WINTER GARDEN, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____ 2015, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Winter Garden, a municipal corporation existing by and under the laws of the State of Florida ("Winter Garden").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") have entered into a contract dated June 1, 2015 ("Contract") where USF has implemented the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and Winter Garden with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of forty-eight (48) months; and

WHEREAS, Winter Garden has agreed to assist the County in paying for the maintenance of the Project.

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

Section 1. Term and Termination. This agreement shall commence on _____, 2015 ("Commencement Date") and shall be for a period of forty-eight (48) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. Winter Garden's Contribution. Winter Garden has appropriated for the period commencing on June 1, 2015 and ending on May 31, 2019, the total sum of nine thousand four hundred fifty-two dollars (\$9,452), to be used by the County solely for the purpose of maintaining the Project. Winter Garden's contribution shall be made to the County in four (4) payments during the term of this agreement. The first payment, in the amount of two thousand three hundred sixty-three dollars (\$2,363), shall be due thirty (30) days from the Commencement Date. The second and third payments, in the amounts of two thousand three hundred sixty-three dollars (\$2,363) each, shall be due on the first, second and third anniversary, respectively, of this agreement.

Section 3. Use of Funds. The County shall use Winter Garden's funds solely for the maintenance of the Project.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Winter Garden as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Winter Garden or by its designees during normal business hours for a period of four (4) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by Winter Garden shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Winter Garden's funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Winter Garden or its designees.

Section 5. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Indemnification. To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly, each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Environmental Program Spvsr, Water Sciences
800 Mercy Drive, Suite 4
Orlando, Florida 32808-7896
Phone: (407) 836-1400
Fax: (407) 836-1441

To Winter Garden: Don Cochran
Assistant City Manager for Public Service
300 West Plant Street
Winter Garden, Florida 34787-3009
Phone: (407) 656-4111, ext. 2263

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Winter Garden for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. Filing. A copy of this agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 17. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

Section 18. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 19. Signatory. Each person executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Section 20. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Orange County and Winter Garden have hereunto executed this agreement as of the day and year first above written.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.3.15

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

**CITY OF WINTER GARDEN,
FLORIDA**

By: *John Rees*
Its: Mayor

Date: Sept. 10, 2015

ATTEST:

Kathy Golden
City Clerk

NOV 03 2015 NPB

07/31/12

ORANGE COUNTY, FLORIDA
and
CITY OF WINTER PARK, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this ~~26~~ ^{10/7/15} day of ~~August~~ 2015, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Winter Park, a municipal corporation existing by and under the laws of the State of Florida ("Winter Park").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") have entered into a contract dated June 1, 2015 ("Contract") where USF has implemented the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and Winter Park with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of forty-eight (48) months; and

WHEREAS, Winter Park has agreed to assist the County in paying for the maintenance of the Project.

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

Section 1. Term and Termination. This agreement shall commence on _____, 2015 ("Commencement Date") and shall be for a period of forty-eight (48) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. Winter Park's Contribution. Winter Park has appropriated for the period commencing on June 1, 2015 and ending on May 31, 2019, the total sum of eight thousand four hundred twenty-eight dollars (\$8,428), to be used by the County solely for the purpose of maintaining the Project. Winter Park's contribution shall be made to the County in four (4) payments during the term of this agreement. The first payment, in the amount of two thousand one hundred seven dollars (\$2,107), shall be due thirty (30) days from the Commencement Date. The second, third and fourth payments, in the amounts of two thousand one hundred seven dollars (\$2,107) each, shall be due on the first, second and third anniversary, respectively, of this agreement.

Section 3. Use of Funds. The County shall use Winter Park's funds solely for the maintenance of the Project.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Winter Park as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Winter Park or by its designees during normal business hours for a period of four (4) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by Winter Park shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Winter Park's funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Winter Park or its designees.

Section 5. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Indemnification. To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly, each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Environmental Program Spvsr, Water Sciences
800 Mercy Drive, Suite 4
Orlando, Florida 32808-7896
Phone: (407) 836-1400
Fax: (407) 836-1441

To Winter Park: Donald Marcotte, P.E.
City Engineer
401 South Park Avenue
Winter Park, Florida 32789-4319
Phone: (407) 599-3425
Fax: (407) 599-3417

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Winter Park for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. Filing. A copy of this agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 17. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

Section 18. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 19. Signatory. Each person executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Section 20. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Orange County and Winter Park have hereunto executed this agreement as of the day and year first above written.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.3.15

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk

CITY OF WINTER PARK, FLORIDA

By: *Ty B...*

Its: City Manager

Date: 8-26-15

ATTEST:
Cynthia S. Bonham
City Clerk

7/31/15

ORANGE COUNTY, FLORIDA
and
VALENCIA WATER CONTROL DISTRICT

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____ 2015, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the Valencia Water Control District ("VWCD").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") have entered into a contract dated June 1, 2015 ("Contract") where USF has implemented the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and VWCD with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of forty-eight (48) months; and

WHEREAS, VWCD has agreed to assist the County in paying for the maintenance of the Project.

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

Section 1. Term and Termination. This agreement shall commence on _____, 2015 ("Commencement Date") and shall be for a period of forty-eight (48) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. VWCD's Contribution. VWCD has appropriated for the period commencing on June 1, 2015 and ending on May 31, 2019, the total sum of four thousand dollars (\$4,000), to be used by the County solely for the purpose of maintaining the Project. VWCD's contribution shall be made to the County in four (4) payments during the term of this agreement. The first payment, in the amount of one thousand dollars (\$1,000), shall be due thirty (30) days from the Commencement Date. The second, third, and fourth payments, in the amounts of one thousand dollars (\$1,000) each, shall be due on the first, second, and third anniversary, respectively, of this agreement.

Section 3. Use of Funds. The County shall use VWCD's funds solely for the maintenance of the Project.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by VWCD as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by VWCD or by its designees during normal business hours for a period of four (4) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by VWCD shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of VWCD's funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by VWCD or its designees.

Section 5. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Indemnification. To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly, each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Environmental Program Spvsr, Water Sciences
800 Mercy Drive, Suite 4
Orlando, Florida 32808-7896
Phone: (407) 836-1400
Fax: (407) 836-1441

To VWCD: James Gerard
President, Board of Supervisors
10365 Oranewood Boulevard
Orlando, Florida 32821-8239
Phone: (407) 256-7804

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint ventures between the parties hereto or as constituting the County as the agent or representative of Apopka for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. Filing. A copy of this agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 17. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

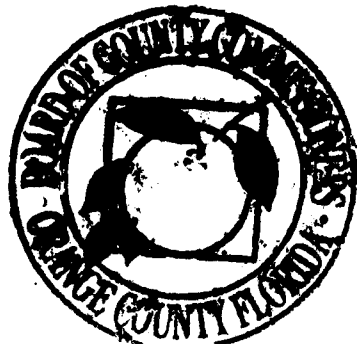
Section 18. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 19. Signatory. Each person executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Section 20. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

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IN WITNESS WHEREOF, Orange County and VWCD have hereunto executed this agreement as of the day and year first above written.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.3.15

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk

VALENCIA WATER CONTROL DISTRICT

By: *James A. Gerard*
Its: President

Date: 9/8/15

ATTEST:

[Signature]
~~City Clerk~~ SECRETARY