

BCC Mtg. Date: Jun. 28, 2016

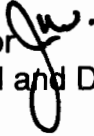



Interoffice Memorandum

AGENDA ITEM

June 1, 2016

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

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

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

SUBJECT: June 28, 2016 – Consent Item
Interlocal Agreement between Orange County and the City of
Orlando for the Watershed Atlas Project

The Environmental Protection Division is requesting approval of the fourth renewal of the Interlocal Agreement between Orange County and the City of Orlando for the Watershed Atlas Project.

In March 2005, the Board of County Commissioners (BCC) approved the development of a Water Atlas. The site is available for the general public, Orange County staff, and business professionals to obtain water quality data, lake studies, and other information related to the County's vast water resources. The University of South Florida maintains the Water Atlas for Orange County.

In 2006, 2009 and 2012, the BCC approved an Interlocal Agreement with the City of Orlando as well as several municipalities located within Orange County. These agreements set forth the cost share that offsets approximately 60% of the annual maintenance cost (\$57,650) of the Water Atlas website. The cost share amounts for the Interlocal Agreements are determined using 2010 Census data. New Interlocal Agreements formalizing the maintenance funding were prepared with four-year limits. The County has asked the participating partners to renew their Agreements.

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June 28, 2016 – Consent Item

Interlocal Agreement between Orange County and the City of Orlando for the Watershed Atlas Project

This Agreement outlines the funding obligations for the City of Orlando. The County Attorney's Office has approved the Agreement as to its form.

ACTION REQUESTED: Approval and execution of Orange County, Florida and City of Orlando, Florida Interlocal Agreement for Watershed Atlas Project. All Districts

JVW/LC: mg

Attachments

BCC Mtg. Date: Jun. 28, 2016

ORANGE COUNTY, FLORIDA
and
CITY OF ORLANDO, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 1st day of June 2016, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Orlando, a municipal corporation existing by and under the laws of the State of Florida ("Orlando").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") entered into a contract dated June 1, 2012 ("2012 Contract") where USF implemented and maintained the Watershed Atlas Project ("Project"); and

WHEREAS, under the 2012 Contract, which expired on May 31, 2015, the County agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the County and USF entered into a new contract dated June 1, 2015 ("2015 Contract"), which expires on May 31, 2019, identified as Orange County Contract #Y15-1076-ZM, where USF continues to maintain the Project; and

WHEREAS, the Project provides the County and Orlando with information about their water quality and other watershed related projects and information; and

WHEREAS, previously, the County and Orlando entered into an agreement to maintain the Project for a thirty-six (36) month period from June 1, 2012 through May 31, 2015; and

WHEREAS, both parties to this Agreement now desire to annually maintain the Project for an additional period of forty-eight (48) months, retroactive to June 1, 2015 and through May 31, 2019; and

WHEREAS, the parties have determined that there is a public interest in continuing to maintain the Project in order to promote the health, safety and welfare of Central Florida citizens; and

City Council Meeting: 5.23.16
Item: 1-3 Documentary 160523103

WHEREAS, under this new Agreement, Orlando has agreed to continue assisting 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. The term of this Agreement shall be for a period of forty-eight (48) months, retroactive to June 1, 2015 (“Commencement Date”) and through May 31, 2019. 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. Orlando’s Contribution. Orlando agrees to pay the County for the period commencing on June 1, 2015 and ending on May 31, 2019, the total sum of eighty thousand dollars (\$80,000.00), to be used by the County solely for the purpose of maintaining the Project. Orlando’s contribution shall be made to the County as follows during the term of this Agreement: The first and second payments, in the total amount of forty thousand dollars (\$40,000.00), shall be due within thirty (30) days from the date of final execution of this Agreement; and the third and fourth payments, in the amounts of twenty thousand dollars (\$20,000.00) each, shall be due on the second and third anniversary, respectively, of the Commencement Date of this Agreement. In the event of termination, amounts owed by Orlando under this Agreement shall be prorated to the date of termination.

Section 3. Use of Funds. The County shall use Orlando’s funds solely for the maintenance of the Project by USF.

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 Orlando as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Orlando 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 Orlando shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Orlando’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 Orlando or its designees.

Section 5. Public Records Law. 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. 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 8. 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 Supervisor, Water Sciences
3165 McCrory Place, Suite 200
Orlando, FL 32803
Phone: 407-836-1400
Fax: 407-836-1441

To Orlando: Stormwater Compliance Program Manager
Streets and Stormwater Division
1030 S. Woods Ave
Orlando, FL 32805
Phone: 407-246-2037
Fax: 407-246-4050

Section 9. 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 Orlando for any purpose or for any manner whatsoever.

Section 10. 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 11. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

Section 12. 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 13. Amendments. This Agreement may be amended only through a written document executed by the parties.

Section 14. 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 15. Filing. A copy of this Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 16. 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 17. Severability. In the event that any section, paragraph, sentence, clause or provision hereof is 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 18. 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 19. 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 Orlando 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: June 28, 2016

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

By: *Martha O. Haynie*
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By: *Buddy H. Dyer*
Buddy H. Dyer
Mayor

Date: 5.24.16, 2016

ATTEST:
[Signature]
City Clerk