

**AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES FOR WORK ON
THE SEMINOLE COUNTY WATERSHED ATLAS PROJECT**

THIS AGREEMENT is made and entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, (in this Agreement referred to as “COUNTY”), and **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate, for the University of South Florida (in this Agreement referred to as “UNIVERSITY”).

W I T N E S S E T H:

WHEREAS, the parties have previously entered into several agreements regarding the Watershed Atlas Project; to-wit, the Agreements dated July 13, 1999, March 27, 2002, August 1, 2005, September 23, 2010, June 9, 2015, and August 25, 2020 (these agreements and the amendments to them are referred to in this Agreement collectively as the “Previous Agreements”);


WHEREAS, UNIVERSITY and COUNTY have reached an understanding on the type, extent, quality and time of performance, service and materials to be rendered and the amount and method of compensation to be paid to UNIVERSITY on the project, and both wish to reduce the understanding to a written Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as set forth in this Agreement, COUNTY and UNIVERSITY mutually agree as follows:

Section 1. Independent Contractor. It is agreed that nothing in this Agreement is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting UNIVERSITY (including its officers, employees, and agents) as the agent, representative, or employee of COUNTY for any purposes, or in any

manner whatsoever. UNIVERSITY is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 2. Scope of Work. UNIVERSITY shall, upon written notice from COUNTY, perform the tasks and provide the deliverables identified and described in Exhibit “A” entitled “Master Agreement Scope of Work,” attached to and made a part of this Agreement by reference. UNIVERSITY shall provide all labor, materials, tools, equipment and transportation and any other service or facility for the proper execution of work in accordance with this Agreement.

Section 3. Term of Agreement. The term of this Agreement commences on August 25, 2025, and ends on September 30, 2030,  unless extended pursuant to Section 17 (“Modifications”).

Section 4. Project Manager. COUNTY and UNIVERSITY each hereby designate the following employees as their Project Managers to maintain coordination and review of the PROJECT. Each party’s PROJECT MANAGER has sole and complete authority to transmit decisions, receive information, interpret and communicate his or her principal’s policies and make decisions with respect to all matters pertinent to rendering the PROJECT, to the extent permissible by law or policy. Either party may change the project manager by written notice, without need to amend this Agreement. The PROJECT MANAGERS are as follows:

For COUNTY:

Shannon Wetzel
Environmental Services Department
Watershed Management
200 West County Home Road
Sanford, Florida 32773

**For UNIVERSITY:
(Technical Matters)**

Shawn Landry
Florida Center for Community
Design & Research
University of South Florida
4202 E. Fowler Avenue, HMS 301
Tampa, Florida 33620

**For UNIVERSITY
(Administrative Matters)**

Melody Beacham
Sponsored Research Administrator
Division of Sponsored Research
University of South Florida
3702 Spectrum Blvd., Suite 165
Tampa, Florida 33612-9445

Section 5. Compensation. Upon UNIVERSITY completing the tasks and providing the deliverables to COUNTY as specified in Tasks 1 through 4 (“Base Services”) on Exhibit A, COUNTY will provide UNIVERSITY an annual amount of SEVENTY-THREE THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND NO/100 (\$73,214.00) during the term of this Agreement. If UNIVERSITY provides at least six (6) months prior written notice to COUNTY, UNIVERSITY may increase the costs of the Base Services by a maximum of three percent (3%) once each year beginning on August 25, 2026, during the term of this Agreement. In addition, upon written request by COUNTY, UNIVERSITY may be requested to perform Task 5 in Exhibit A for an additional amount not-to-exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) during the term of this Agreement.

Section 6. Payment and Billing.

(a) UNIVERSITY may invoice for services as performed, but no more often than monthly. Invoices must describe the services rendered, work performed, by task, and project deliverables completed since the previous invoice and provide an estimate of the percentage of completion of each task billed. Payment will be based upon the percentage of completion as compared to previous payments, if any.

(b) The original of each invoice must be sent to:

AP@SeminoleClerk.org

- (c) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

- (d) A copy of the invoice must be sent to:

Environmental Services Department
Watershed Management
Attn: Division Manager
200 West County Home Road
Sanford, Florida 32773

- (e) COUNTY shall make payment after COUNTY's review and approval and within thirty (30) days of receipt of a proper invoice from UNIVERSITY.

Section 7. Integration of Negotiations. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement which are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 8. Changes in the Work; Corrections. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same formality and of equal dignity with this Agreement.

Section 9. Protection of Work, Property and Persons. UNIVERSITY is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. UNIVERSITY shall take all necessary safety precautions and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project, and other

persons who may be affected thereby. UNIVERSITY shall comply with all applicable county, state, and federal laws, ordinances, rules, regulations and orders of any public body having jurisdiction over the Project or Project areas.

Neither UNIVERSITY nor any subcontractor may discriminate against anyone with regard to race, creed, sex, or national origin in connection with activities of the Project. The UNIVERSITY shall comply with all federal, state, and local laws, ordinances, rules and regulations regarding non-discrimination.

Section 10. Liability. To the extent provided by law, UNIVERSITY agrees to be responsible for actual damages for personal injury or property damage arising out of or occurring as a result of any negligent act or omission of UNIVERSITY, or its agents or employees in execution of the Project work. Nothing in this Agreement may be deemed an express or implied waiver of the sovereign immunity of UNIVERSITY or COUNTY, except to the extent waived pursuant to Section 768.28, Florida Statutes, as amended.

Section 11. Insurance.

(a) UNIVERSITY is a public university of the State of Florida. As such, it is self-insured, with coverage provided by the State Risk Management Trust Fund (FUND), pursuant to Section 768.28, Florida Statutes, and Chapter 284, Part II, Florida Statutes, as amended, for liability coverages.

(b) UNIVERSITY shall maintain workers' compensation benefits in accordance with the Florida Statutes for the duration of this Agreement.

(c) UNIVERSITY shall procure, maintain, and keep in force Information Security/Cyber Liability Insurance.

(1) Information Security/Cyber Liability Insurance must include: Network Security and Privacy Liability Coverage, Media Liability Coverage, Incident Response Coverage; PCI Expenses Coverage, Network Extortion Coverage, Data Restoration Coverage, Business Interruption and Extra Expense Coverage of not less than Ten Million and No/100 Dollars (\$10,000,000.00). Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement.

(2) Information Security/Cyber Liability Insurance must be written on a “claims-made” basis covering UNIVERSITY, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

(d) A certificate of insurance or letter from FUND will be issued to COUNTY evidencing the above requirements prior to UNIVERSITY commencing work pursuant to this Agreement.

Section 12. Subcontractors.

(a) UNIVERSITY may utilize subcontractors in the performance of this Agreement. UNIVERSITY is fully responsible to COUNTY for the negligent acts and omissions of the subcontractors it uses in performing the Project.

(b) UNIVERSITY shall insert provisions in all subcontracts, which bind subcontractors to UNIVERSITY for the completion of the work as provided in this Agreement. All subcontractors must empower UNIVERSITY with discretion to terminate any subcontract.

(c) Nothing contained in this Agreement creates any contractual relationship between any subcontractor and COUNTY.

Section 13. Project Records and Documents.

(a) Upon request, UNIVERSITY shall allow COUNTY to examine all Project records, and audit any Project books, documents and papers. This right of examination and audit will continue for the duration of the Project, and for three (3) years following completion of the Project. UNIVERSITY shall maintain all Project records, books, documents, and papers for at least three (3) years following completion of the Project. UNIVERSITY recognizes and agrees that COUNTY is subject to the Public Records provisions of Chapter 119, Florida Statutes, as amended, and that all documents, papers, letters and other materials made or received by UNIVERSITY in conjunction with the Project are subject to these provisions.

(b) All data collected by UNIVERSITY must be reported to COUNTY in a clear, concise, chronological format. COUNTY and UNIVERSITY shall mutually agree on an acceptable format for data summaries.

Section 14. Stop Work Order. COUNTY reserves the right to issue a Stop Work Order to UNIVERSITY and may instruct that all performance under this Agreement will immediately cease and desist, and that no further billable costs are to be incurred. The Stop Work Order will continue in full force and effect until rescinded in writing by COUNTY.

Section 15. Termination. This Agreement may be terminated either partially or as a whole by either party, if either party substantially fails to fulfill its obligations pursuant to this Agreement through no fault of the terminating party, and the other party is provided: (1) at least thirty (30) calendar days written notice delivered by Certified Mail, Return Receipt Requested; and (2) an opportunity to consult with the terminating party prior to termination of the Agreement.

The COUNTY may terminate this Agreement immediately for convenience when COUNTY determines, in COUNTY's sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds contemplated by this Agreement, by providing UNIVERSITY with written notice. COUNTY will make payment to UNIVERSITY for services rendered in accordance with this Agreement through the date of termination.

Section 16. Contingency Fees. UNIVERSITY represents that it has not employed or retained any company or person, other than a bona fide employee working solely for UNIVERSITY, to solicit or secure this Agreement. UNIVERSITY further represents that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for UNIVERSITY any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the awarding of this Agreement. Any breach of this representation will entitle COUNTY to deduct the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee from any monies that become due under this Agreement.

Section 17. Modifications. This Agreement constitutes the entire agreement between the parties. Neither this Agreement nor any provision contained in this Agreement may be corrected, modified, changed, revised, or assigned, nor may the term of this Agreement be extended or renewed, except by written agreement between the parties, authorized, signed and appended to the original Agreement.

Section 18. Assignment. Neither UNIVERSITY nor COUNTY may sell, transfer or assign, or otherwise dispose of this Agreement, any portion of this Agreement, or of any right, title or interest in this Agreement, or obligations under this Agreement, without written consent of the other party.

Section 19. Notices. All official notices, demands, requests, instructions, approvals, claims and reports must be in writing. All such notices must be delivered to the parties at the address below, unless specified elsewhere in the Agreement:

For COUNTY:

Division Manager
Environmental Services Department
Watershed Management
200 West County Home Road
Sanford, FL 32773

For UNIVERSITY:

Stephanie Rios
Director, Sponsored Research
University of South Florida
3702 Spectrum Blvd., Ste. 165
Tampa, FL 33612-9445

Section 20. Conflict of Interest. UNIVERSITY agrees that it will not commit any act that would cause or create a conflict of interest as defined by Chapter 112, Florida Statutes, as amended, to exist or occur in the performance of its obligations pursuant to this Agreement.

Section 21. Limit on County's Authority. UNIVERSITY acknowledges and agrees that COUNTY has no authority to grant or pledge a security interest in any revenue source or property owned by or under the control of COUNTY. As funding for this Agreement must be budgeted on an annual basis, there is no guarantee that funds will be available beyond those approved and in place in the most current COUNTY fiscal year. Accordingly, this Agreement may be terminated by COUNTY, with no further obligations under this Agreement, if funding is not budgeted in accordance with law. COUNTY shall notify UNIVERSITY as soon as COUNTY is aware that funds will not be available in the future. Upon written notification by COUNTY, UNIVERSITY may not incur any additional expenses contemplating the funds specified in this Agreement.

Section 22. Previous Agreements. The parties acknowledge and agree that all the Previous Agreements are completed and no longer of any force or effect.

Section 23. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 24. Effective Date. The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

**THE UNIVERSITY OF SOUTH
FLORIDA BOARD OF TRUSTEES**

Signature

STEPHANIE RIOS,
Director, Sponsored Research
University of South Florida

Print Name

Signature

Date

Print Name

[Remainder of this page has been left blank.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2025, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

BP/
5/9/25

Attachment:
Exhibit "A" – Master Agreement Scope of Work

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