

**JOINT AGREEMENT BETWEEN UNIVERSITY OF FLORIDA BOARD OF  
TRUSTEES AND SEMINOLE COUNTY**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, whose address is 207 Grinter Hall, Gainesville, Florida 32611, in this Agreement referred to as “UNIVERSITY”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY is committed to its Reclaimed Water Education and Florida Friendly Landscaping program and endeavors to develop and execute a public education campaign focusing on reclaimed water and the mitigation of nonpoint source pollution, recognizing their potential significant impacts on Florida's water conservation efforts; and

**WHEREAS**, UNIVERSITY, as a public land-grant university, shares an interest in COUNTY's project and seeks collaboration to ensure its success; and

**WHEREAS**, COUNTY, having secured funding through a grant program, aims to employ a specialized program assistant to lead educational workshops on reclaimed irrigation water; and

**WHEREAS**, COUNTY seeks partnership with the University of Florida to facilitate the professional hiring process for a program assistant within COUNTY’s Extension Services for this environmental education initiative; and

**WHEREAS**, UNIVERSITY has a well-established strategy for recruiting specialized program assistants and is eager to support COUNTY by providing such services; and

**WHEREAS**, the provision of a program assistant entails employing a UNIVERSITY employee to deliver professional services to the COUNTY for the execution of its educational program; and

**WHEREAS**, in the role of COUNTY's program assistant, this UNIVERSITY employee will be instrumental in facilitating COUNTY's launch of a public education campaign on reclaimed water and nonpoint source pollution, in alignment with UNIVERSITY's commitment to COUNTY's mission.

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

**Section 1. Services Provided by UNIVERSITY.** UNIVERSITY agrees to provide the following to COUNTY:

- (a) Use its established networks to create a program assistant position for COUNTY's use, and to advertise, screen resumes, assess qualifications, and evaluate interpersonal skills, in order to select a qualified individual as program assistant.
- (b) Ensure that the selected program assistant possess the ability to develop curriculum materials and conduct workshops focused on Retained Water Education and Florida Friendly Landscaping. UNIVERSITY, in its hiring process, will use the Project Statement of Work as attached and incorporated into this Agreement as Appendix A as the minimum requirements for the position.
- (c) Communicate with COUNTY's designated point of contact, Tina McIntyre, who will serve as Principal Investigator (PI), regarding prospective hires for the program assistant position, providing timely updates on the selection process as required.
- (d) Assure that this program assistant reports directly to the PI to achieve project objectives found in Appendix A and be supervised under the PI's guidance.

**Section 2. Responsibilities of COUNTY.** As part of this partnership with UNIVERSITY, the COUNTY commits to providing:

- (a) A workplace for the selected program assistant, which may include cubicle spacing or other suitable spacing required for the necessary work.
- (b) Access to the COUNTY's shared drive and a COUNTY laptop for the program assistant to execute his or duties for the educational program. The COUNTY will also facilitate the installation of necessary software required for these educational programs, as well as access to online resources, to the extent deemed necessary for program delivery.
- (c) Oversight and the necessary guidance under the PI to ensure alignment with project objectives and successful program implementation.
- (d) Oversight of project deliverables, including final reports as detailed in Appendix A. COUNTY further agrees to share all scholarly disclosures, publications, and professional presentations for UNIVERSITY's educational use. COUNTY agrees to UNIVERSITY's publication rights found herein.

**Section 3. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years unless terminated earlier as provided below. UNIVERSITY agrees to keep the program position available for all three (3) years for the execution of COUNTY's educational projects on reclaimed water and nonpoint source pollution.

**Section 4. Compensation and Payment.** COUNTY shall compensate UNIVERSITY in accordance with the Budget Schedule attached to and incorporated to this Agreement as Appendix B and will also adhere to the flow-down terms, also attached and incorporated to this Agreement as Appendix C.

(a) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:

[jmassaline@seminolecountyfl.org](mailto:jmassaline@seminolecountyfl.org)

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

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

(b) Upon review and approval of UNIVERSITY's invoice, COUNTY shall pay UNIVERSITY the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(c) As part of its payment requirements, COUNTY will submit payments with the University Agreement number. All payments shall be made to:

University of Florida  
P.O. Box 931297  
Atlanta, GA 31193-1297  
E-mail: [cgrevenue@admin.ufl.edu](mailto:cgrevenue@admin.ufl.edu)  
Phone: 352-392-1235

#### **Section 5. Publication.**

(a) COUNTY, as part of its implementation of its environmental educational program, agrees to share its report findings, publications, and all professional presentations with UNIVERSITY. In turn, UNIVERSITY reserves the right to make scholarly disclosures of the findings of COUNTY's program, including but not limited to, publication in scholarly journals, presentations conferences, disclosures to University and non-University scholars, and disclosures in grant and funding applications. UNIVERSITY, however, will refrain from sharing any confidential information arising from the execution of the program, should any exist.

#### **Section 6. Publicity.**

(a) Neither Party shall use the other's name, crest, logo, trademark, or registered image without the express written permission of that Party. In the case of UNIVERSITY, consent must be provided by its Office of Strategic Communications and Marketing. In the case of COUNTY,

consent must be provided by the County Manager's Office. Notwithstanding the foregoing, either Party may make factual statements about the existence of this Agreement without prior approval, including the amount of the funding and a description of the scope of work, including in order to comply with (i) governmental disclosure obligations or (ii) reporting policies.

#### **Section 7. Termination.**

(a) Either Party, may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other. Upon receipt of such notice, both parties shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of COUNTY, UNIVERSITY will be paid compensation for services performed to the date of termination.

(b) If either Party commits a material breach of this Agreement and fails to remedy that breach within sixty (60) days after receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt. Material breach includes but is not limited to failure to provide any resources such as payment of any amounts due under this Agreement.

(c) Expiration or termination of this Agreement by either Party without cause under this section does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination.

**Section 8. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Jaquelin Massaline  
100 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

**With a copy to:**

Morgan Pinkerton  
250 W. County Home Road  
Sanford, Florida 32773  
mpinkerton@seminolecountyfl.gov

**For UNIVERSITY**

Division of Sponsored Programs  
University of Florida  
207 Grinter Hall  
Gainesville, Florida 32611  
(352) 392-9267  
[ufawards@ufl.edu](mailto:ufawards@ufl.edu)

**Section 9. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 10. Indemnification of COUNTY.** The Parties, as state agencies, agrees to be fully responsible for acts of negligence by its officers, employees or agents, when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties.

**Section 11. Insurance.** UNIVERSITY, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to

officers, employees, servants and agents while acting within the scope of employment by UNIVERSITY and will provide its Certificate of Insurance upon request.

**Section 12. All Prior Agreements Superseded.** This Agreement 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 that are not contained or referred to in this document. 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 13. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 14. Public Records Law.**

(a) UNIVERSITY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. UNIVERSITY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, UNIVERSITY shall provide COUNTY with all requested public records in UNIVERSITY's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) UNIVERSITY specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) UNIVERSITY shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) UNIVERSITY shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) UNIVERSITY shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, UNIVERSITY shall transfer, at no cost to COUNTY, all public records in possession of UNIVERSITY, or keep and maintain public records required by COUNTY under this Agreement. If UNIVERSITY transfers all public records to COUNTY upon completion of this Agreement, UNIVERSITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UNIVERSITY keeps and maintains the public records upon completion of this Agreement, UNIVERSITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to UNIVERSITY. UNIVERSITY may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.



(e) **IF UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNIVERSITY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, UNIVERSITY MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JACQUELIN MASSALINE, AT 407-665-7116, [JMASSALINE@SEMINOLECOUNTYFL.GOV](mailto:JMASSALINE@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 15. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 16. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, UNIVERSITY shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to UNIVERSITY.

**Section 17. Dispute Resolution.** The Parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. This also includes, exhausting all dispute resolution procedures found in COUNTY’s administrative code. For any dispute related to this Agreement that the Parties cannot resolve by mutual agreement, the Parties must submit to formal mediation in Seminole or Alachua County,

Florida, or other mutually agreed upon dispute resolution options. Upon dispute resolution failure, either Party may pursue any available legal remedy.

**Section 18. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 19. Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the Parties shall negotiate in good faith to modify the Agreement to preserve, to the extent possible, their original intent.

**Section 20. Counterparts and Execution.** The Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties to this Agreement.

**Section 21. 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.

*[Balance of page left intentionally blank; signature page begins on next page]*

**IN WITNESS WHEREOF**, the parties, through their duly authorized representatives,  
have made and executed this Agreement for the purposes stated above.

THE UNIVERSITY OF FLORIDA  
BOARD OF TRUSTEES

**WITNESSES:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

*[Balance of page left intentionally blank; COUNTY's signature page begins on next page]*

BOARD OF COUNTY COMMISSIONERS

ATTEST:

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 \_\_\_\_\_,  
2024, regular meeting.

Approved as to form and  
legal sufficiency.

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

3/10/24 3/28/24

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**Attachments:**

Appendix A - Scope of Services

Appendix B - Budget & Payment Schedule

Appendix C - Flow-Down Terms

**APPENDIX A**

## **PROJECT**

**Title:** Public Education Program on Reclaimed Water and Nonpoint Source Management

### **Statement of Work:**

Reclaimed water is a vital part of Florida's water conservation efforts. Its use enables us to recycle and reuse water for non-potable purposes, such as landscape irrigation, while reducing the use of drinking-quality water from on the finite Floridian aquifer. This is a benefit to the future supply of water in the area, but it doesn't come without challenges. Seminole County's reclaimed water is only treated to the secondary-level and still contains nutrients. As people use their reclaimed irrigation systems, water improperly applied can leach or runoff causing increased loading into local lakes, rivers, and streams. Reclaimed water is linked to an increased risk of over irrigation due to its reduced cost to the homeowner and exemption from Water Management District regulations. Overuse of reclaimed water may lead to increased runoff, leaching, and rapid decline of landscape plants.

The Program Assistant will work with the PI to pilot educational workshops on reclaimed irrigation water that will teach attendees about the sourcing, chemical composition, and potential impacts of reclaimed water overuse. The aim is to remediate the water quality and quantity problems related to reclaimed water irrigation by fostering real behavior change in the community. The program will encourage irrigation Best Management Practices (BMPs) including but not limited to:

- Irrigation maintenance
- Irrigation calibration
- Micro-irrigation
- Smart irrigation technology
- Soil moisture and rain sensor technology
- Slow-release fertilizers
- Stormwater runoff and leaching prevention
- Plant zone groupings

To attract engagement, moisture sensors, rain sensors, smart irrigation controllers, rain gauges and/or Continuing Educational Units (CEUs) will be offered to participants. PA will be responsible for processing CEUs with the appropriate professional agencies and organizations.

### **Deliverables:**

The PA will develop and conduct a public education campaign on how to reduce nonpoint source pollution and promote behavior change.

The PA, or Reclaimed Educator, will research similar campaigns, conduct surveys and focus groups and attend local meetings and events to evaluate local knowledge of natural resources and how nonpoint source pollution can affect those resources.

A summary of the campaign development will be required as part of the final report task deliverable. Once the campaign is developed, the PA may provide public education information in the following formats: 1) Printed material for distribution such as brochure(s), postcard(s), door hanger(s), and displays; 2) social media posting(s); 3) workshop(s); 4) video(s); 5) knowledge gained and intent to change survey(s), and 6) follow up surveys to measure post workshop activities and behaviors.

**Documentation:** The PI must approve draft materials prior to public distribution. Completed public education activities to date as described in this task, as evidenced by: 1) copy of the draft and final printed material(s) with number distributed and where; 2) copy of the draft social media post(s) and dated screenshot of final approved posting(s); 3) draft materials for workshop(s) and copy of workshop notice(s), agenda(s), meeting minutes or notes, and sign-in sheet(s); 4) Video(s); 5) draft effectiveness survey information and copy of the final effectiveness survey(s) with summary of results; and 6), a report of the campaign development activities that describes the processes used to develop the campaign and the findings and results of the campaign development processes.

The PA will work with the PI to develop resources to assist other educators replicating the project in the following formats: 1) How-to guidance document for replicating the project; 2) Packet of completed materials available for re-use; 3) Example effectiveness survey or monitoring tool; and 4) Development of materials for the Nonpoint Source Publication Tool. The PA will submit: 1) draft and final copies of the How-to guidance document(s); 2) draft and final packet of materials for re-use; 3) draft and final copies of the effectiveness survey or monitoring tool; and 4) draft and final copies of materials for the Nonpoint Source Publication Tool.

The PA will prepare a Final Report summarizing the results of the project, including all tasks. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Dated color photographs of work performed (representative of the entire project), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- A summary of the campaign development.
- Discussion of the education campaign effectiveness, including any measurements used to evaluate the project (surveys, estimated audience size, etc.).

**APPENDIX B**  
**BUDGET =**

Current All-Period Totals	Period 1	Period 2	Period 3	Cumulative
<b>Personnel:</b>	<b>\$19,581</b>	<b>\$19,581</b>	<b>\$19,581</b>	<b>\$58,743</b>
Salaries:	\$18,792	\$18,792	\$18,792	\$56,376
Fringe:	\$789	\$789	\$789	\$2,367
<b>General:</b>	<b>\$1,632</b>	<b>\$1,631</b>	<b>\$1,631</b>	<b>\$4,894</b>
Equipment	\$0	\$0	\$0	\$0
Travel - Domestic	\$1,632	\$1,631	\$1,631	\$4,894
Travel - Foreign	\$0	\$0	\$0	\$0
Participant Support	\$0	\$0	\$0	\$0
Material and Supplies	\$0	\$0	\$0	\$0
Publication Costs	\$0	\$0	\$0	\$0
Consultant Services	\$0	\$0	\$0	\$0
Computer Services	\$0	\$0	\$0	\$0
Rental/User Fees - Equipment or Facility	\$0	\$0	\$0	\$0
Alterations and Renovations	\$0	\$0	\$0	\$0
Other				
Tuition	\$0	\$0	\$0	\$0
Animal	\$0	\$0	\$0	\$0
Patient Care	\$0	\$0	\$0	\$0
Human Subject Payment	\$0	\$0	\$0	\$0
Scholarships and Fellowships	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
<b>Trainee:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Subaward:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Subaward Direct:	\$0	\$0	\$0	\$0
Subaward Indirect:	\$0	\$0	\$0	\$0
<b>Total Direct less Subaward Indirect:</b>	<b>\$21,213</b>	<b>\$21,212</b>	<b>\$21,212</b>	<b>\$63,637</b>
<b>Total Direct:</b>	<b>\$21,213</b>	<b>\$21,212</b>	<b>\$21,212</b>	<b>\$63,637</b>
<b>Total Indirect:</b>	<b>\$2,121</b>	<b>\$2,121</b>	<b>\$2,121</b>	<b>\$6,363</b>
<b>Project Total:</b>	<b>\$23,334</b>	<b>\$23,333</b>	<b>\$23,333</b>	<b>\$70,000</b>

Since this is a cost reimbursable grant, UF will set up an account with \$70,000 deposited at the start of the project. UF will expend out of that account and then will invoice the county for reimbursement on a quarterly basis. Expenditures out of the UF account would be allowed up to \$70,000.

## **APPENDIX C**

### **FLOW-DOWN TERMS**

Funding from US Environmental protections agency to Florida Department of Environmental protection (FDEP)

- FDEP will reimburse Seminole County up to \$100,000; Seminole County providing \$40,000 match.
- Seminole county fronting \$100,000 in account (available 11/2023).
- UF will create an account with \$70,000 deposited at the start of the project to pay the Program Assistant.
- UF will invoice Seminole county for funds used to pay program assistant.
- Seminole County will pay invoices from their account and then request reimbursement from FDEP.