
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 2023, 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, 2023 ("2023 Contract") where USF implemented and maintained the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, which expired on May 31, 2023, 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, 2023 ("2023 Contract") through May 31, 2027, identified as Orange County Contract #Y23-158-JA, 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 forty-eight (48) month period, retroactive from June 1, 2019 and through May 31, 2023; and

WHEREAS, both parties to this Agreement now desire to annually maintain the Project for an additional period of forty-eight (48) months, retroactive June 1, 2023 and through May 31, 2027.

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: 05-13-2024
Item: 1-04 Documentary: 240513104

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 months (48) months, retroactive to June 1, 2023 ("Commencement Date") and through May 31, 2027. 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, 2023 and ending on May 31, 2027, 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 payment, in the total amount of twenty thousand dollars (\$20,000.00), shall be due thirty (30) days from the date of final execution of this Agreement; and the second, third, and fourth payments, in the amounts of twenty thousand dollars (\$20,000.00) each, shall be due on the first, 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: Regulatory Compliance Program Coordinator
Water Sciences Section
3165 McCrory Place, Suite 200
Orlando, FL 32803-3727
Phone: 407-836-1400
Fax: 407-340-6605

To Orlando: Stormwater Compliance Program Manager
Streets and Stormwater Division
1030 S. Woods Ave
Orlando, FL 32805-3855
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.

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: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: PHIL DIAMOND, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By: _____
Buddy H. Dyer
Mayor

Date: 5.14.24

ATTEST:

Stephanie Herdocia
City Clerk

City Council Meeting: 5-13-2024
Item: I-04 Documentary: 24051304

CONTRACT # Y23-158

This Contract is made as of the 1st day of June, 2023 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES** a public body corporate authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 59-3102112.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of internet maintenance and support services for the internet-based Orange County Water Atlas, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Mitchell Katz, Ph.D., Regulatory Compliance Program Coordinator, telephone no. 407-340-6605.

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on June 1, 2023 and complete all services by May 31, 2027.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed two hundred seventy-six thousand and, one hundred sixty Dollars (\$276,160.00). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

A valid invoice shall include the following:

- 1. Reference to the Delivery Order/ Purchase Order Number
- 2. Delivery Dates/ Service Dates
- 3. Itemization of Goods Delivered/ Services Rendered

4. Unit Prices in accordance with the Exhibit "B"

- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 INSURANCE REQUIREMENTS

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the CONTRACTOR acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such limited sovereign immunity limits as set forth by the Florida Legislature.

The CONTRACTOR agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request the CONTRACTOR shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the COUNTY agrees to find acceptable for the coverage mentioned above.

The COUNTY's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

ARTICLE 5 INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the County, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the Contractor's own negligent acts or omissions, or those negligent acts or omissions of the Contractor's officials and employees acting within the scope of their employment, or arising out of or resulting from the Contractor's negligent performance under this Agreement. Contractor's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

ARTICLE 6 LIABILITY

To the fullest extent permitted by law, the CONTRACTOR agrees to be responsible for actual damages for personal injury or property damage arising out of or caused in whole or in part by any negligent act or omission of the CONTRACTOR or its subcontractors (if any), in the performance of services under this Contract, excepting those acts or omissions arising out of the sole negligence of the COUNTY. Nothing in this Contract is deemed an express or implied waiver of CONTRACTOR's sovereign immunity .

ARTICLE 7

SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-Contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-CONTRACTOR agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-Contractor agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Equal Opportunity Workforce Schedule to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the CONTRACTOR's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting, on the Equal Opportunity Workforce Schedule, the local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
- E. The awarded prime CONTRACTOR's responsibilities and requirements are listed below and shall be included in the sub-agreement:
 1. Whereas the prime CONTRACTOR is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all sub-contracts between the prime and sub-contractors.

Note: The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the prime contractor.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division one-time for the duration of the contract.
 3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed

affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.

4. The sub-contractor agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-contractor agreement).
5. The prime Contractor shall submit an updated quarterly MWBE utilization report and the Equal Opportunity Workforce Schedule report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
6. All sub-contracts shall include the following statement: "It is the M/WBE responsibility to submit the required Quarterly M/WBE utilization reports to the prime and Final M/WBE payment verification form to Business Development Division denoting the percentage of the overall contract fees"

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

7. The awarded prime Contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the Business Development Division, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
 8. Upon execution of any renewal or extension to this contract, the Prime Contractor shall execute renewals with all approved specified sub-contractors for the full duration of the contract.
 9. The prime Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
 10. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Contractors certifying that a prompt payment clause has been included in that contract or purchase order.
- F. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

ARTICLE 8 SERVICE-DISABLED VETERAN (SDV) REPORTING

The prime CONTRACTOR shall be responsible for reporting (SDV) sub-Contractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations:-

- A. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.
- B. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to all sub-Contractors utilized by the CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.
- C. File copies of all executed sub-contractor agreements/contracts between the prime and all SDV Sub-contractors on the project to Orange County Business Development Division one time for the duration of the contract period. The **Scope and Schedule of Subcontracting - SDV Participation** form and the letter of Intent must be included in the sub-contractor agreement.
- D. Notwithstanding any termination provisions in this Subcontract Agreement, the Prime Contractor shall not terminate this Subcontractor Agreement without prior written authorization of the Orange County Business Development Division Manager, nor shall the Prime Contractor amend this Subcontractor Agreement, or reduce the Scope of Work or monetary value awarded under this Subcontractor Agreement, without prior written authorization of the Orange County Business Development Manager.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
 - 1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV sub-Contractors to the Business Development Division.
 - 2. Whereas the Prime Contractor is being paid in accordance with the Local Government Prompt Payment Act, Contractor shall incorporate a 72 Hour prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV sub-Contractors.

Note: The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the prime contractor.

- F. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 10 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 11 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 12 EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its sub-contractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

ARTICLE 13 TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon

written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 14 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding two (2) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 15 PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 16 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 17 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information, and all information and data obtained, developed or supplied by the disclosing party, will be kept confidential by the receiving party and will not be disclosed to any other party, directly or indirectly, without the disclosing party's prior written consent unless the information was already in the receiving party's possession, becomes publicly known or available through no breach of this Contract by the receiving party, is acquired by the receiving party from a third party without notice or restrictions of confidentiality, is independently developed by the receiving party's personnel to who the providing party's confidential information had not been disclosed, or is required to be disclosed by law or governmental regulation. All such confidential information will be clearly identified as confidential at the time of disclosure; if given orally, it will be reduced to writing and provided within 30 days. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense and delivered to the County per the Scope of Work shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY. CONTRACTOR will retain a royalty-free, non-exclusive license for research and academic purposes.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

The COUNTY recognizes that under CONTRACTOR policy the results of the project must be publishable and agrees that the CONTRACTOR's Principal Investigator or other CONTRACTOR employees engaged in the project are permitted to present at symposia and professional

meetings and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods, data, and results of the project.

The CONTRACTOR agrees that the CONTRACTOR's Principal Investigator will promptly disclose all intellectual property ("IP") generated during the course of this Contract to CONTRACTOR Patents & Licensing in accordance USF System Policy 0-300 on Inventions and Works, and Patents & Licensing will promptly disclose the IP to COUNTY.

The CONTRACTOR owns IP that is conceived or made by the CONTRACTOR's Principal Investigator or any other CONTRACTOR employee. The COUNTY owns IP that is conceived or made by employees of COUNTY. CONTRACTOR and COUNTY jointly own IP that is conceived or made by employees of CONTRACTOR and employees of COUNTY.

Any background IP and technologies of COUNTY, the CONTRACTOR, the CONTRACTOR's Principal Investigator or other CONTRACTOR employees existing prior to the execution of this Contract are their own separate property, respectively, and are not affected by this Agreement. Neither party acquires any claims to or rights in any background IP or technologies of the other by virtue of this Contract.

If the attached Scope of Work pertains to the water atlas, the CONTRACTOR will grant to COUNTY a nonexclusive, nontransferable, and non-assignable license to use the COUNTY water atlas. Title and all ownership and proprietary rights, such as copyright, patent, trade secret, and common law property rights relating to the COUNTY water atlas shall remain with CONTRACTOR, and COUNTY must secure and protect the COUNTY water atlas and documentation consistent with maintenance of CONTRACTOR's proprietary rights. The COUNTY is not authorized and will not be licensed to distribute the COUNTY water atlas or use the water atlas for any use not associated with the COUNTY water atlas. CONTRACTOR reserves the right to grant rights to use the water atlas and all developments and improvements to the water atlas under this Contract to other persons or entities upon terms and conditions that are acceptable to CONTRACTOR. Nothing contained in this Contract shall be construed to limit CONTRACTOR's rights to modify the water atlas and all developments and improvements to the water atlas under this Contract or to develop other products that are similar to or offer the same or similar modifications as any modifications developed by COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 20 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 22 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 23 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 24 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 25 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 26 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or

decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 27 CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 28 TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 29 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E-Verification certification.

ARTICLE 30 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 31 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 32 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 33 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 34 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 35 AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 36 SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 37 SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 38 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party 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 at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 39 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 40 NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Carrie Mathes, MPA, CFCM, CPPO, C.P.M., CPPB, APP

Manager, Procurement Division

400 E. South Street, 2nd Floor

Orlando, FL 32801

and if sent to the CONTRACTOR shall be mailed to:

University of South Florida Sponsored Research
Attention: Janet Lypka, Sponsored Research Administrator II
3702 Spectrum Blvd., Suite 165
Tampa, FL 33612

ARTICLE 41 ATTACHMENTS

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

- A. Exhibit "A" Scope of Work
- B. Exhibit "B" Payment Schedule

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

The University of South Florida
Board of Trustees for
University of South Florida

Company Name

Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.
Procurement Division Manager

Signature

Date

Typed Name

Title

Date

EXHIBIT “A” – SCOPE OF WORK

ORANGE COUNTY WATER ATLAS MAINTENANCE STATEMENT OF SERVICES 1-June 2023 – 31-May 2027

GENERAL

This document will define the scope of services to be provided by the University of South Florida Water Institute’s (UNIVERSITY) Water ATLAS Program to Orange COUNTY (COUNTY). Unless the COUNTY changes the tasks listed in this statement of services, there will be no change in the cost of Annual Services of Sixty Seven Thousand and Forty dollars (\$67,040). The Annual Services will begin on June 1, 2023 and end on May 31, 2027. Year one services will start June 1, 2023 and end May 31, 2024, with years two through four following the same June 1 to May 31 timeline.

OBJECTIVE

The primary focus of this task is to maintain the Orange COUNTY Water ATLAS (ATLAS) for a period of one year and to enhance portions of the website as desired by COUNTY staff and users of the ATLAS, reduce long-term maintenance costs by improving the back- end data management system and website application, and design new user-friendly page groups and tools. The deliverable product is for maintenance of a fully functional website for the COUNTY and community to use for a period of one year, during which time data will be updated to the ATLAS and the application will be upgraded as indicated in the Scope.

PERFORMANCE

All maintenance and support efforts that will ensure the ATLAS is available and fully functioning are grouped within this task group. The level of service is for one year and is comprised of all the services required to maintain and update the ATLAS. Two tasks exist within the Task Group. The first, *Basic Level of Services*, ensures updates and maintenance of the common databases managed for ATLAS applications, and the basic functionality of the ATLAS website and toolsets. The second, *Standard Level of Services*, adds additional services that are required to ensure the unique nature of a ATLAS website, and to maintain unique datasets required for this maintenance.

TASK 1: BASIC LEVEL OF SERVICES

Data Updates

Whenever possible, the ATLAS application is designed to update water quality, hydrology, and other data using automated database tools. So long as each data provider continues to support the automated data update protocols developed for the ATLAS, the UNIVERSITY will ensure that these tools continue to provide updated data for the duration of this Agreement. The UNIVERSITY will work with data providers to periodically update/edit sample site locations of existing datasets, and to allow new data to be accessible via the web interface. Data update frequency will be scheduled to match as closely as possible the update frequency of the data provider based on historical data. It is important to note that these data updates are scheduled to provide the timeliest updates but at a reduced cost to the Project. Table 1 indicates the primary datasets currently included as part of the Basic Level of Services ATLAS Project.

In addition to GIS and parametric data, the ATLAS is also designed to include numerous electronic documents and links to other websites. With limited assistance from the UNIVERSITY, the COUNTY or its designees will be responsible for maintaining the published documents and links on the ATLAS using the password-protected web-based ATLAS Content Management System (WRAD-CMS). Also, the COUNTY will be responsible for accepting and replying to most email received via the ATLAS relative to inquiries about the contents; however, the UNIVERSITY will respond to email comments related to the technology behind the ATLAS, such as reports of bugs or error. The COUNTY may, at its discretion, share these responsibilities with staff from partner government agencies.

Table 1. Orange COUNTY Water ATLAS Data Update Datasets

Data Set	Data Type	Update Frequency
FNAI Managed Lands	GIS	Annually
Land Use / Land Cover	GIS	Annually
Roads	GIS	Annually
WBID Boundaries and Verified Impairments (EPA & DEP)	GIS	Annually
Waterbodies	GIS	Monthly
Sampling Locations	GIS	Monthly
IFAS_FAWN	Parametric	Near Real-time
NOAA_NWS	Parametric	Near Real-time
SEMCO_MACROINV	Parametric	Varies
SEMCO_PWHYDRO	Parametric	Varies
SEMCO_PWWQ	Parametric	Quarterly
SFWMD_HYDRO	Parametric	Weekly
SFWMD_WQ	Parametric	Monthly
SJRWMD_HYDRO	Parametric	Near Real-time
SJRWMD_WQ	Parametric	Quarterly
USGS_NWIS	Parametric	Daily
WIN_21FLCEN	Parametric	Quarterly
WIN_21FLGW	Parametric	Quarterly
WIN_21FLKWAT	Parametric	Quarterly
WIN_21FLLCPC	Parametric	Quarterly
WIN_21FLSFWM	Parametric	Quarterly
WIN_21FLSJFWM	Parametric	Quarterly

Site Maintenance and Shared Web Services

All of the ATLAS Projects hosted at the UNIVERSITY share in the hardware, software, and other associated costs, such as new technology or components. The advantage of this system is reduced costs of ATLAS web-hosting for all Water ATLAS partners. This component includes:

Shared Site Software Maintenance Costs:

The UNIVERSITY will maintain all software necessary to ensure that the web interface is

online and accessible to the public. Software licenses to be maintained as part of this task include: Microsoft SQL Server, Microsoft Web Services, and .NET, ESRI, ArcGIS and ArcSDE, a web statistics software package, and other miscellaneous software.

Shared Site Hardware Maintenance Costs:

The UNIVERSITY will also provide hardware necessary to complete this task. Hardware requirements necessary to ensure that the ATLAS will be available to all users with reasonable access times and minimal downtime have been planned according to projected demands. However, these demands may change due to increased or decreased user demand and will be evaluated on a yearly basis. Currently, this task is accomplished by serving the ATLAS Web Interface from servers located at the UNIVERSITY. However, if necessary, the UNIVERSITY reserves the right to serve the ATLAS from servers not located at the UNIVERSITY.

Water ATLAS Application Maintenance:

The UNIVERSITY is constantly in the process of improving, upgrading, and actively managing ATLAS Projects throughout the State of Florida. All of the ATLAS Projects hosted at the UNIVERSITY share in the new component development and component upgrades, as well as upgrades to web technology. This sharing of components and web technology leads to a reduced costs of ATLAS updates and program improvements for all ATLAS Partners.

Web Management and Statistics:

The UNIVERSITY will function as Web Manager for the ATLAS. The UNIVERSITY will provide web usage statistics on a quarterly basis or when requested by the COUNTY. The UNIVERSITY currently uses Google Analytics for all web usage statistics.

Software Fixes and Upgrades:

During the annual contract period, the UNIVERSITY will likely make modifications to existing functionality as part of contractual agreements with other ATLAS Project Partners. Whenever feasible, the UNIVERSITY will implement these changes to all ATLAS Projects at no additional charge to the COUNTY. The UNIVERSITY will notify the COUNTY by email when a change to the ATLAS is implemented and include the purpose and extent of the change.

Project Management:

The UNIVERSITY will provide one or more staff and faculty members listed in this Agreement who will provide planning, direction, coordination, and control necessary for the efficient and effective management of the ATLAS. Project Management services will include travel to project meetings, travel to maintain staff proficiency, and travel to present information or findings regarding the ATLAS Project at water resource-related conferences.

BASIC LEVEL OF SERVICE DELIVERABLES

- Data Management: Maintenance of all data sources listed in Table 1 for a period of one (1) year.

- Site Maintenance: One (1) year of site maintenance and web hosting, component upgrades as necessary.
- Project Management: One (1) year of faculty and senior staff management of the ATLAS Project and ATLAS components, and tools for the COUNTY.
- Final Report: The report will summarize work effort, site usage, and upgrades to the Water ATLAS.

TASK 1: BASIC LEVEL OF SERVICES COST = \$27,750

TASK 2: STANDARD LEVEL OF SERVICES

UNIQUE DATA UPDATES

Orange COUNTY has unique water quality data that will be managed under this task. These data cannot be automatically added as is the case for WIN or USGS. The datasets found in Table 2 are also updated more frequently and normally require individual actions by senior staff and faculty. This task includes both GIS and Data Team and Faculty costs. The task also includes quality assurance checks for data and data sources, and the preparation and update of metadata.

Table 2. Unique Datasets and Update Frequency

Data Set	Data Type	Update Frequency
ORANGECO_DATA_LOGGERS	Parametric	Near Real-time
ORANGECO_STORM_LEVELS	Parametric	Monthly
ORANGECO_STORM_RAINLEV	Parametric	Monthly
ORANGECO_EPD_BIO	Parametric	Varies
WIN_21FLORAN	Parametric	Quarterly
WIN_21FLORL	Parametric	Quarterly
Municipality Boundaries	GIS	Annually
Color Aerials	GIS	When Available

Content Management, Content Management System Management, and Updates The Standard Level of Service includes the work effort of a dedicated Content Manager who responds on a daily basis to inquiries made through the ATLAS. The Content Manager also manages the Content Management System which includes the Digital Library services and the current news and social media system. The Content Manager will also update other website content as required with information supplied by the COUNTY as a Standard Level of Service.

Product Improvement and Upgrades

The UNIVERSITY will continue the process of improving individual ATLAS Project applications and data update processes as part of a consolidated ATLAS application and data set structure. This effort will help standardize the ATLAS, improve quality control, improve navigation between current ATLAS websites, and reduce the work effort required to maintain existing ATLAS Projects. Work efforts required to accomplish

this goal will be supported by individual projects as part of specific application update tasks paid by other project sponsors. Following this same approach, several of the tasks outlined in this Scope of Services will also benefit other Project Partners, including WQDMS improvements, Content Management System upgrades, homepage upgrades, upgrades to improve access by mobile device users, and updates to the mapping components. These services are funded by various Partners and eventually added to Standard ATLAS Partner websites and, when feasible, to Basic ATLAS Partner websites.

The following is a list of planned application upgrades:

- Continued improvements to the design of the ATLAS navigation to greatly improve usability based upon user testing;
- Viewing improvements for mobile device users and custom mobile pages when appropriate;
- Continued improvements to data management processes utilized to incorporate data from other providers in order to enhance quality assurance;
- Continued improvements to the mapping applications.

Project Management and Travel

A faculty or staff member is assigned as Principal Investigator (PI) to all ATLAS Projects. Three quarterly reports and one site visit, as well as full availability of the PI are provided to ensure that the ATLAS fully meets the needs of the COUNTY and citizens. This component task includes quarterly reports and invoices, and an undetermined number of called meetings for specific aspects of the ATLAS. The PI interfaces with other UNIVERSITY staff to ensure that COUNTY requirements are properly met.

STANDARD LEVEL OF SERVICE DELIVERABLES

- Data Management: Maintenance of all data sources listed in Table 2 for a period of one (1) year.
- Product Improvement and Upgrades: One (1) year of product improvements and upgrades to the unique page groups and mapping features available on the ATLAS. These services are conducted on a continuous basis and include the update of content as well as functionality for shared and unshared components.
- Project Management: One (1) year of Water ATLAS Project management to include management meetings, the answering of citizen inquiries, and assistance as required by the COUNTY to ensure optimum usage of the ATLAS.
- Maintenance: Maintenance of software and hardware necessary to host the ATLAS with reasonable access time and minimal downtime for a period of 12 months.
- Quarterly reports: Three (3) reports which summarize work effort, site usage, and upgrades submitted within 30 days of the end of the quarter.

TASK 2: STANDARD LEVEL OF SERVICES COST = \$25,750

TASK 3: SERVICES

WQDMS

The online water quality data management system (WQDMS) was designed to reduce staff time and simplify the tasks of providing data for distribution via the ATLAS and also updating FDEP'S Water Information Network (WIN). As part of the maintenance of this system, the UNIVERSITY will assist the COUNTY with the following tasks for COUNTY and City of Orlando data:

- Assistance with the management of sampling site locations, including loading of new sampling locations into WIN, or modification of existing sample site information.
- Quarterly loading of data into Florida WIN, including troubleshooting of load errors.
- Oversight of automated processes and tools, including the data loggers, which ensure the inclusion of data on the Water ATLAS that has been chosen by COUNTY/City staff.
- General assistance with all tasks required to manage data using the water quality data management system.

WQDMS Cost: \$6,500 WEBPAGE

DEVELOPMENT

Technology applications such as the ATLAS require updates, enhancements and reprogramming occasionally in order to continue to meet the needs of users. Each year, the COUNTY and UNIVERSITY will identify specific enhancements and updates to the ATLAS that will meet specific program needs of the COUNTY. New web pages will be developed for the water atlas each year; as well as other mobile-friendly projects; and/or web-based applications. The following enhancements and reprogramming efforts will be implemented during the period covered by this scope of work.

Task 3 SERVICES DELIVERABLES

- Updates and Quarterly loading of data into Florida WIN.

TASK 3: SERVICES COST = \$15,540

The key staff and faculty members from the UNIVERSITY that will be involved in this project include: Shawn Landry, Jan Allyn, Keith Bornhorst, Jason Sclaro, Claude Kershaw, and Ruth Costley.

EXHIBIT "B" – PAYMENT SCHEDULE;

The CONTRACTOR shall commence services on June 1, 2023 and complete all services by May 31, 2027.

SERVICE TYPE	COST PER YEAR
TASK 1: BASIC LEVEL	\$27,750
TASK 2: STANDARD LEVEL	\$25,750
TASK 3: SERVICES	\$15,540
ANNUAL TOTAL	\$69,040
<hr/>	
4-YEAR TOTAL	\$276,160

**CITY OF ORLANDO
COUNCIL AGENDA ITEM**

I-04

Items Types:

Public Works

District: ALL

Contract ID:

Exhibits: Yes

Grant Received by City?: No

For Meeting of:

May 13, 2024

From:

Document Number:

On File (City Clerk) : Yes

Draft Only: No

Subject:

Interlocal Agreement for Watershed Atlas Project

Summary:

Orange County Government has entered into an agreement with the University of South Florida (USF) Board of Trustees for internet maintenance and support services for the web-based Orange County Water Atlas. The Water Atlas provides citizens, scientists, professionals, and planners with comprehensive and current water quality data, hydrologic records, and a water resource document library. The information is presented with interactive graphs, tables, maps, and graphics in a format that is understandable to all users. The City currently performs water quality monitoring on 66 lakes. Per Rule 62-40.540, F.A.C., the Florida Department of Environmental Protection requires all governmental agencies to submit their water quality data into their central repository database, the Watershed Information Network (WIN), for water quality evaluations. Participation in the Water Atlas program will reduce staff time needed to upload City data into WIN, in addition to simplifying the tasks of providing data for distribution through public access to the Water Atlas. Orange County has agreed to pay USF the sum of \$69,040.00 per year for four years for the annual maintenance of the project through 2027; the City's proportionate share of that annual maintenance cost is \$20,000.00.

Fiscal & Efficiency Data:

Fiscal impact statement is attached.

Recommended Action:

Approving Interlocal Agreement for Watershed Atlas Project. The term of the Interlocal Agreement is four years and obligates the City to \$20,000.00 within thirty days of the commencement date of this Agreement. The second, third, and fourth payments will be delivered on the anniversary of the agreement, authorizing the Mayor and City Clerk to execute the agreement, subject to the review and approval by the City Attorney's Office.

Agenda Item attachment(s) on file in the City Clerks Office.

Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.

Contact: Lisa Lotti, (407) 246-2037; lisa.lotti@cityoforlando.net.

Approved By:

Department

Budget Outside Routing Approval

City Clerk

Date and Time

5/1/2024 5:20 PM

5/3/2024 9:42 AM

City Council Meeting: 05-13-2024

Item: I-04 Documentary: 240513104

ATTACHMENTS:

Name:	Description:	Type:
D FIS-Water Atlas 2023 2027 v2 (2).pdf	FIS-Water Atlas_2023_2027_v2 (2)	Backup Material
D Orlando-Watershed Atlas Agreement 2023 2027.pdf	Interlocal Agreement	Contract Docs
D Y23-158 Water Atlas Renewal 2023-27.pdf	Water Atlas Renewal 2023-2027 - Y23-158	Backup Material

"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."



Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: Interlocal Agreement (IA) with Orange County Environmental Protection Division (OCEPD) to participate in Orange County Water Atlas, a comprehensive web portal for the public to view all water-related and water quality data for waterbodies within Orange County. The University of South Florida manages the Water Atlas. The contract with Water Atlas and the IA allows the City of Orlando to upload our water quality data into Florida Department of Environmental Protection's (FDEP) Water Information Network (WIN) to comply with our National Pollutant Discharge Elimination Permit (NPDES). IA with OCEPD is a four-year agreement (June 1, 2023 – May 31, 2027) for total of \$80,000.00.

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$0
Operating/Capital	\$20,000	\$20,000.00
Total Amount	\$20,000	\$20,000.00

Comments (optional): (enter text here)

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	4160 E		
Department /Division	Stormwater Utility Fund		
Cost Center/Project/Grant	STW0005 C		
Total Amount	\$80,000.00		