



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: September 16, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *mtc*

FROM: Mary Tiffault, Senior Title Examiner
Real Estate Management Division *mtc/mtt*

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Memorandum of Agreement between Orange County, Florida and St. Johns River Water Management District

PROJECT: Green PLACE

District 2

PURPOSE: To allow the St. Johns River Water Management District to construct, operate, and maintain a monitoring well and develop three wetland transects over jointly owned lands known as Neighborhood Lakes.

ITEM: Memorandum of Agreement Between Orange County, Florida and St. Johns River Water Management District

APPROVALS: Real Estate Management Division
County Attorney's Office
Environmental Protection Division
Risk Management Division

REMARKS: St. Johns River Water Management District (SJRWMD) is to construct, operate, and maintain a monitoring well and develop three wetland transects (Project) over lands jointly owned by SJRWMD and County to support the Central Florida Water Initiative efforts. SJRWMD has requested permission from County and County has agreed to allow SJRWMD to work on the Project. The Memorandum of Agreement sets terms and conditions agreed upon by both SJRWMD and County to allow SJRWMD to conduct the Project.

Neither party may record this MOA or any memorandum thereof.

SEP 28 2021

**MEMORANDUM OF AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

This Memorandum of Agreement (MOA) is made and entered as of this ____ day of _____, 2021 (Effective Date), by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes (District), whose address is 4049 Reid Street, Palatka, Florida 32177 and ORANGE COUNTY, a charter county and political subdivision of the state of Florida (County), whose address is P. O. Box 1393, Orlando, Florida 32802-1393 (together, the Parties). Wherever used herein the terms "District", "County" and "Parties" include their legal representatives, successors and assigns.

RECITALS

- A. District and County each hold an undivided interest in that certain property bearing Parcel Identification Number 04-20-28-0000-00-004 (the Property). The Property is a portion of a larger tract of land known as the Neighborhood Lakes Property.
- B. District and County are part of the Central Florida Water Initiative (CFWI), which is a collaborative water supply planning effort made up of various government agencies and stakeholder groups.
- C. District and County desire to use the portion of the Property more particularly described on Exhibit "A-1" and Exhibit "A-2" attached to this MOA (collectively, the Parcel) for the construction and operation of a monitoring well and the development of three (3) wetland transects. The data collected from the monitoring well and wetland transects will be used by District and CFWI in monitoring and assessing water resources.
- D. The Florida Department of Environmental Protection, Division of Recreation and Parks (DRP) manages the Property pursuant to a Lease Agreement (Lease) among the Parties, DRP, and Central Florida Expressway authority (CFX) dated March 13, 2009, as amended March 25, 2009, and January 23, 2018. In DRP's letter to District dated March 30, 2021, attached hereto as Exhibit "B" (DRP letter), DRP indicated it has no objection to District installing and operating a monitoring well and collecting data for water supply planning, ground water modeling, and water use regulation and consumption, provided District employs best management practices and complies with certain special conditions, including coordinating District maintenance activities with the Wekiva Springs State Park Manager or designee.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this MOA, the Parties agree as follows:

1. **Recitals and Exhibits.** The recitals set forth above and the attached exhibits are incorporated into this MOA and made part of this MOA by reference.

2. **District's Use of the Parcel.** District's use of the Parcel is subject to, and may not unreasonably interfere with, County's use of the Property. District will minimize any interference with County's use of the Parcel by providing reasonable notice prior to, and cooperation in the scheduling of, all activities that may interfere with the activities of County. District will confine its operations addressed by this agreement on the Property (except as required for egress and ingress) to the areas shown on Exhibits A-1 and A-2. District will locate the monitoring well within the portion of the Parcel described on Exhibit "A-1". District will locate the wetland transects within the portion of the Parcel described on Exhibit "A-2". County reserves all rights of use not in conflict with this MOA or the Lease.

3. **Construction, Operation, and Maintenance.** The Parties agree that other than the construction of the well (including well maintenance, repair and replacement) and the development and maintenance of the wetland transects, no construction or development activities will occur within the well and transect areas depicted on Exhibit "A." District will design, engineer, permit, construct, operate, monitor, maintain, repair, replace, and develop the monitoring well and wetland transects at District's sole cost and expense. District will monitor the wetland vegetation every 5 years to determine if the depletion of the groundwater has negatively affected the wetlands.

4. **Permits and Licenses.** District, at no expense to County, will obtain any and all permits, approvals, and licenses which may be required for the District's activities described herein.

5. **Compliance with Applicable Laws.** District will comply with all applicable federal, state, and local rules, orders, laws and regulations pertaining to the use of the Parcel and the activities described herein.

6. **Term.** The term of this MOA will commence on the Effective Date and will continue for as long as District continues to use the well for monitoring and collection of ground water data pursuant to this MOA. Upon the expiration of the term of this MOA, District will, at its sole cost and expense, remove all equipment, accessories, and materials owned by the District (collectively, the District Personal Property) from the Parcel and abandon the monitoring well in accordance with Section 40C-3.531, Florida Administrative Code.

7. **DRP Letter.** District will comply with the terms and conditions of the DRP Letter at District's sole cost and expense.

8. **Parties.** The rights and obligations created by this Agreement are binding upon and inure to the benefit of the Parties hereto and their successors.

9. **Notices.** Any notice or communication that either Party is required to give to the other hereunder must be in writing and either served personally by hand-delivery, overnight mail, next-day courier delivery, or by registered or certified mail, postage prepaid, addressed as follows:

To County: Orange County Real Estate Management
Division C/O Real Estate Mgmt Dept.
400 E. South Street, 5th Floor
Orlando, Florida 32801-1393

Orange County Environmental Protection
Division Beth Jackson, Environmental
Program Supervisor Green PLACE Program
3165 McCrory Place, Suite 200
Orlando, FL 32803
(407) 836-1481

To District: St. Johns River Water Management
District, Real Estate Services Director
4049 Reid Street/Highway 100 West
Palatka, Florida 32177
(386) 329-2362

or to such other address as any of the above Parties may from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder will be effective upon delivery.

10. **Entire Agreement.** This MOA constitutes the entire agreement of the Parties, and there are no understandings dealing with the subject matter of this MOA other than those contained herein. No modification of this MOA will be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties hereto or their successors.

11. **Recording.** Neither Party may record this MOA or any memorandum thereof.

12. **Non-Waiver of District's Regulatory Powers.** Nothing contained in this MOA will be construed as a waiver of or contract with respect to the regulatory and permitting authority of either County or District as it now or hereafter exists under applicable laws, rules and regulations.

13. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

14. **Governing Law, Severability, and Interpretation.** This MOA will be

construed and interpreted according to the laws of the State of Florida. Any provision found to be unlawful or unenforceable will be severable and will not affect the validity of the remaining provisions. Unless the context clearly and unmistakably requires otherwise, terms such as "a Party will take Action X" mean that the Party is required to take Action X"; likewise, "a Party will not take Action Z" means that the Party is prohibited from taking Action Z.

15. **Attorney's Fees.** In the event of any legal action to enforce the terms of this MOA, each party will bear its own attorney's fee and costs.

16. **Further Documentation.** The Parties agree to cooperate with each other and to expeditiously execute, obtain and deliver any documents, approvals, or other authorizations reasonably necessary to carry out the obligations of the Parties hereunder.

17. **Execution.** This MOA may be executed in counterparts, each of which will be deemed an original and which taken together will constitute one and the same instrument.

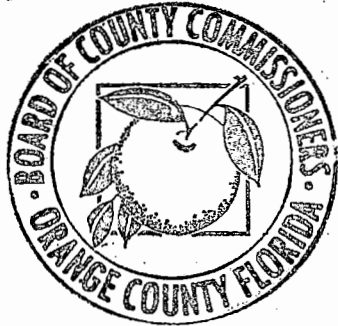
18. **Effective Date.** This MOA will become effective on the date when the last of the Parties has executed the same, which shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF, the Parties have executed this MOA on the day and year set forth below.

(SIGNATURE PAGES FOLLOW)

COUNTY:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



By:

Jerry L. Demings
Jerry L. Demings
Orange County Mayor

Date:

29 September 2021

ATTEST: Phil Diamond, CPA, County
Comptroller As Clerk of the Board of County
Commissioners

By:


Heidi Perry
for Deputy Clerk

Date:


SEP 29 2021

**ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under
Chapter 373, Florida Statutes**

By: 
Michael A. Register, P.E.
Executive Director

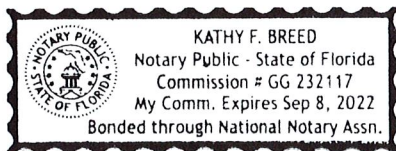
ATTEST:
By: 
Mary Ellen Winkler, Esq.
General Counsel


**For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:**

By: 
Karen Ferguson, Esq.
Office of General Counsel

**STATE OF FLORIDA
COUNTY OF PUTNAM**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by
means of ☒ physical presence or ☐ online notarization, this 16th day of November,
2021, by Michael A. Register, P.E., as Executive Director of the St. Johns River Water
Management District, on behalf of the District, who is personally known to me, and who did not
take an oath.




NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____