

*Valencia Water
Control District*

Agenda

November 8, 2022

AGENDA

**VALENCIA WATER CONTROL DISTRICT
NOTICE OF MEETING
OF
BOARD OF SUPERVISORS**

Please be advised that the Meeting of the Board of Supervisors of Valencia Water Control District will be held on Tuesday, November 8, 2022 at 1:00 P.M. in the **Lake Ridge Village Clubhouse, 10630 Larissa Street (Directions listed below)**. Attached is an Agenda for the meeting.



George S. Flint, District Director

DIRECTIONS TO MEETING:

From Orlando go West on I-4 to the Beach Line Expressway (528); go east past International Drive to Orangewood Blvd.; Go South on Orangewood Blvd., through 4-way stop at Gateway, turn left on Larissa Street. Proceed to Lake Ridge Village Clubhouse on right.

DISTRIBUTION

Roy Miller; William Ingle; Debra Donton; Brian Andreleczyk; Amanda Whitney; David E. Mahler; Stephen F. Broome; Green Briar Village Clubhouse; Lake Ridge Village Clubhouse; Lime Tree Village Clubhouse; Montpelier Village Clubhouse; Parkview Pointe Village Clubhouse; Somerset Village Clubhouse; Deer Creek Village Clubhouse; Wingate Club; Lyle Spector, WHOA; and Tom Johnson, Orangewood HOA; Roy Miller, Waterview HOA; and Ken LaFrance, Windsor Walk.

"Persons are advised that if they decide to appeal any decisions made at these meetings/hearings, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per section 298.0105, Florida Statutes."

"In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation should contact Valencia Water Control District at (407) 841-5524 x 101, not later than forty-eight hours prior to the meeting."

AGENDA

NOVEMBER 8, 2022

VALENCIA WATER CONTROL DISTRICT
BOARD OF SUPERVISORS MEETING
1 P.M.

LAKE RIDGE VILLAGE CLUBHOUSE
10630 LARISSA STREET
WILLIAMSBURG, ORLANDO, FLORIDA 32821

Item

1. Call Meeting to Order
2. Public Comment Period
3. Approval of October 11, 2022 Minutes
4. General Fund Financial Reports
5. Engineer's Report
 - A. Approval of Permit Extension Request – Permit #0505 Big Sand Lake Outfall Improvements
6. Attorney's Report
7. Director's Report
 - A. Customer Call Log – No new calls this month
 - B. Ratification of Agreement with Sthern Environmental, Inc. for S-501 Repairs
 - C. Ratification of Agreement with Sthern Environmental, Inc. for C-5 Canal Erosion Repair
8. Other Business
9. Adjournment

SECTION III

**MINUTES OF THE MONTHLY MEETING
OF THE BOARD OF SUPERVISORS
OF VALENCIA WATER CONTROL DISTRICT**

October 11, 2022

The monthly meeting of the Board of Supervisors of **VALENCIA WATER CONTROL DISTRICT** was held at 1:00 P.M. on Tuesday, October 11, 2022, at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors William Ingle, Debra Donton, Amanda Whitney and Brian Andrelczyk. Supervisor Roy Miller was in attendance via telephone. Also, in attendance were the following: George Flint, District Director; Stephen Broome, District Counsel; David Mahler, District Engineer; Stacie Vanderbilt, District Administrative Assistant.

ITEM #1 **Call Meeting to Order**

Mr. Flint called the meeting to order at 1:00 P.M. A quorum of four Board members were present and one member on the telephone.

ITEM #2 **Public Comment Period**

There being none,

ITEM #3 **Approval of September 13, 2022 Minutes**

Mr. Flint stated the next item was the minutes from the September 13, 2022 monthly meeting. He asked if there were any corrections, deletions, or additions.

On MOTION by Debra Donton, seconded by William Ingle, with all in favor the Minutes from the September 13, 2022 Monthly Meeting were approved as presented.

ITEM #4 **General Fund Financial Reports**

Mr. Flint reviewed the financial statements with the Board and noted that everything was in shape, and they are almost 100% collected on assessments.

Mr. Andrelczyk asked if there were any expenditures for storm clean up?

Mr. Flint replied there will be for the S-501 area near Sea World.

Mr. Ingle asked is there anything we can do while we have funds?

Mr. Flint replied the high priority cases have to be hit first. Dan Brown is reviewing areas to come up with backup pricing and we can approve that outside of a meeting.

ITEM #5

Engineer's Report

A. Post Storm Report/Update

Mr. Mahler stated that he drove around last week to review any damages from Hurricane Ian and advised that the District mostly did well. He reported that the area around the S-501 toppled over and washed out the sides of the structure. A plan is being devised for repairs. He added that there was a washout, failure structure at the C-10 end. Since Orange County owns the pipe, they have been notified to repair it but it impacts the District's access to the canal. He reported that the C-1 Canal washout occurred at the Parkview site, the contractor filled it with dirt. Lastly, the C-11 amil gates tipped over and water got into the tube. Dan Brown is draining them, as of now they are still very wet but the water is draining.

Mr. Flint stated the owner of the wetland area is not cooperating in claiming property or maintaining the area so the District may have to incur expenses to make repairs.

Mr. Flint stated there was some issues with Sea World, a blowout in a maintenance area that they maintain for aesthetics per an agreement. He advised he would be meeting with representatives on Friday to review the area.

Mr. Mahler stated I'm finishing up the NPDES report due later this month.

On MOTION by Roy Miller, seconded by Brian Andrelczyk, with all in favor Permit #0523 – Orchid Bay – Extended Stay America, was approved.

ITEM #6

Attorney's Report

Mr. Broome stated there is nothing new.

ITEM #7

Director's Report

A. Customer Call Log

Mr. Flint reviewed the log with the Board. He stated most of the calls were covered last month due to the fish kill. It was a natural occurrence and has been cleared up. A Deer Creek

resident was concerned about the quality of the mowing. There was another resident concerned about the flood gates opening during the hurricane, which they do automatically. Another resident thanked the Board for keeping the Deer Creek Community from flooding during the hurricane.

B. Discussion of On-Site Office Lease

Mr. Flint stated that the property was sold within the last year and staff tried for months to get a new lease agreement in place. Finally, a week before the lease ended on September 30, 2022, they sent a proposed lease agreement reflecting a monthly increase of 60%. He advised this District is not required to have an office, but Counsel will research to confirm. He recommended not renewing the lease and to just hold the records at a CubeSmart Self Storage on John Young Parkway because a 10x10 space could be rented at a fraction of the monthly cost.

Mr. Mahler offered to digitize the maps.

The Board agreed to not renew the lease.

Mr. Miller left the meeting at this time.

Mr. Flint asked for authorization to lease a space at CubeSmart Self Storage.

On MOTION by William Ingle, seconded by Brian Andrelczyk with all in favor to not renew the office lease and rent the 10x10 space at CubeSmart Self Storage with a not to exceed amount of \$181.00/month.

On MOTION by Brian Andrelczyk, seconded by William Ingle with all in favor to dispose of any furniture and supplies not needed.

ITEM #8

Other Business

There being none,

ITEM #9

Adjournment

On MOTION by Brian Andrelczyk, seconded by Debra Danton, with all in favor the meeting was adjourned at 1:30 pm.

Stephen F. Broome, Secretary

William Von Ingle

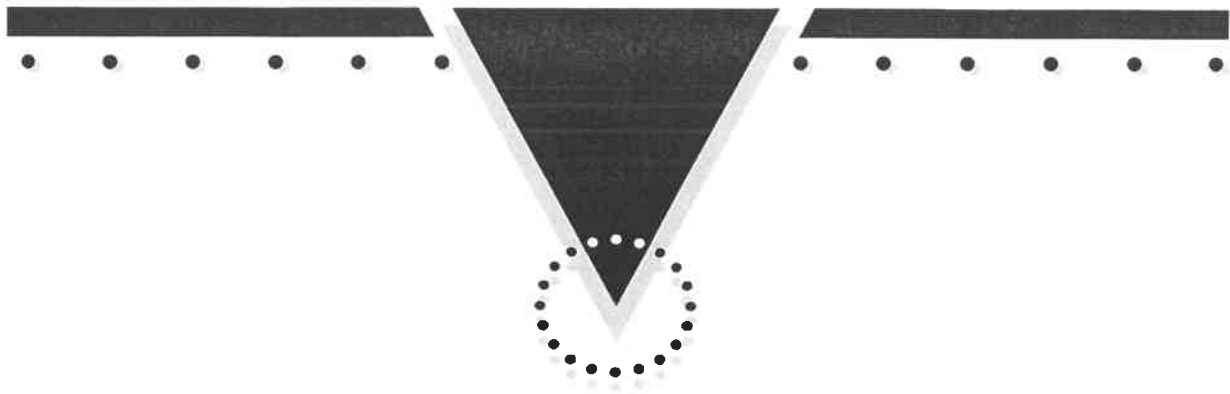
Amanda Whitney

Debra Danton

Roy Miller

Brian Andreleczyk

SECTION IV



**Valencia
Water Control District**

**Unaudited Financial Reporting
October 31, 2022**



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1	<hr/>	Balance Sheet
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7	<hr/>	Assessment Receipt Schedule

VALENCIA
WATER CONTROL DISTRICT
BALANCE SHEET
October 31, 2022

	General Fund	Capital Reserve Fund	Totals 2023
ASSETS:			
<i>CURRENT ASSETS</i>			
OPERATING - SUNTRUST	\$134,721	---	\$134,721
CAPITAL RESERVE - SUNTRUST	---	\$55,391	\$55,391
<u>INVESTMENTS</u>			
SBA - CAPITAL RESERVES	---	\$813,185	\$813,185
SBA - OPERATING RESERVES	\$53,228	---	\$53,228
PETTY CASH	\$100	---	\$100
<i>TOTAL CURRENT ASSETS</i>	\$188,049	\$868,576	\$1,056,626
<u>FIXED ASSETS</u>			
LAND	\$700,120	---	\$700,120
STRUCTURES	\$672,531	---	\$672,531
CANALS	\$2,888,690	---	\$2,888,690
PONDS	\$1,245,537	---	\$1,245,537
EQUIPMENT & OFFICE FURNITURE	\$12,767	---	\$12,767
ACCUMULATED DEPRECIATION	(\$4,786,726)	---	(\$4,786,726)
<i>TOTAL FIXED ASSETS</i>	\$732,919	\$0	\$732,919
TOTAL ASSETS	\$920,968	\$868,576	\$1,789,545
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	---	---	\$0
<u>FUND EQUITY:</u>			
<i>FUND BALANCES:</i>			
UNASSIGNED	\$188,049	\$868,576	\$1,056,626
NET ASSETS CAPITALIZED	\$732,919	---	\$732,919
TOTAL LIABILITIES & FUND EQUITY	\$920,968	\$868,576	\$1,789,545

VALENCIA

WATER CONTROL DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending October 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$553,302	\$0	\$0	\$0
INTEREST	\$100	\$8	\$143	\$135
TOTAL REVENUES	\$553,402	\$8	\$143	\$278
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	\$2,500	\$208	\$250	(\$42)
ENGINEERING	\$37,200	\$3,100	\$0	\$3,100
ATTORNEY	\$12,000	\$1,000	\$1,000	\$0
ANNUAL AUDIT	\$5,200	\$0	\$0	\$0
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$2,500	\$2,500	\$0
MANAGEMENT FEES	\$50,264	\$4,189	\$4,189	(\$0)
INFORMATION TECHNOLOGY	\$1,300	\$108	\$108	\$0
WEBSITE ADMINISTRATION	\$800	\$67	\$67	(\$0)
INSURANCE	\$14,710	\$14,710	\$13,179	\$1,531
REPORT PREPARATION - NPDES	\$15,000	\$1,250	\$0	\$1,250
OFFICE LEASE	\$12,980	\$1,082	\$178	\$904
PRINTING & BINDING	\$500	\$42	\$0	\$42
POSTAGE	\$500	\$42	\$0	\$42
TRAVEL PER DIEM	\$100	\$8	\$0	\$8
LEGAL ADVERTISING	\$2,500	\$208	\$0	\$208
BANK FEES	\$500	\$42	\$74	(\$32)
OTHER CURRENT CHARGES	\$400	\$33	\$0	\$33
OFFICE SUPPLIES	\$350	\$29	\$0	\$29
ELECTION FEES	\$3,750	\$0	\$0	\$0
MEETING RENTAL FEE	\$500	\$42	\$50	(\$8)
PROPERTY APPRAISER FEE	\$5,417	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$2,150	\$179	\$0	\$179
TOTAL ADMINISTRATIVE	\$171,121	\$28,839	\$21,595	\$7,244

VALENCIA

WATER CONTROL DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending October 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<u>FIELD OPERATIONS:</u>				
<u>UTILITIES:</u>				
ELECTRIC	\$750	\$63	\$19	\$44
WATER & SEWER	\$500	\$42	\$27	\$14
<u>CONTRACTS:</u>				
AQUATIC WEED CONTROL	\$40,000	\$3,333	\$2,322	\$1,011
MOWING	\$98,289	\$0	\$0	\$0
WATER QUALITY MONITORING	\$19,746	\$1,646	\$0	\$1,646
<u>REPAIRS & MAINTENANCE:</u>				
CANAL & RETENTION POND MAINTENANCE	\$40,000	\$3,333	\$0	\$3,333
OFFICE	\$500	\$42	\$0	\$42
SECURITY GATES & SIGNS	\$750	\$63	\$0	\$63
<u>OTHER:</u>				
NPDES INSPECTION & FEES	\$6,000	\$500	\$0	\$500
OPERATING SUPPLIES	\$500	\$42	\$0	\$42
CONTINGENCY	\$2,500	\$208	\$0	\$208
TOTAL FIELD OPERATIONS	\$209,534	\$9,270	\$2,368	\$6,902
<u>OTHER USES</u>				
TRANSFER OUT - CAPITAL RESERVE	\$267,402	\$0	\$0	\$0
TOTAL OTHER USES	\$267,402	\$0	\$0	\$0
TOTAL EXPENDITURES	\$648,057	\$38,109	\$23,963	\$14,146
EXCESS REVENUES (EXPENDITURES)	(\$94,655)		(\$23,820)	
FUN D BALANCE - Beginning	\$94,656		\$944,788	
FUN D BALANCE - Ending	\$0		\$920,968	

VALENCIA

WATER CONTROL DISTRICT

CAPITAL RESERVE FUND

Statement of Revenues & Expenditures

For The Period Ending October 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<u>REVENUES:</u>				
TRANSFER IN	\$267,402	\$0	\$0	\$0
INTEREST	\$100	\$8	\$2,170	\$2,162
TOTAL REVENUES	\$267,502	\$8	\$2,170	\$2,162
<u>EXPENDITURES:</u>				
<u>EXPENDITURES</u>				
CONTINGENCY	\$500	\$42	\$38	\$4
CAPITAL IMPROVEMENTS	\$100,000	\$8,333	\$0	\$8,333
TOTAL EXPENDITURES	\$100,500	\$8,375	\$38	\$8,337
EXCESS REVENUES (EXPENDITURES)	\$167,002		\$2,132	
FUN D BALANCE - Beginning	\$760,956		\$866,445	
FUN D BALANCE - Ending	\$927,958		\$868,576	

VALENCIA
Water Control District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX ROLL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTEREST	\$143	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$143
TOTAL REVENUES	\$143	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$143
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
MANAGEMENT FEES	\$4,189	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,189
INFORMATION TECHNOLOGY	\$108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108
WEBSITE ADMINISTRATION	\$67	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67
INSURANCE	\$13,179	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,179
REPORT PREPARATION - NPDES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE LEASE	\$178	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$178
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BANK FEES	\$74	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ELECTION FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MEETING RENTAL FEE	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50
PROPERTY APPRAISER FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ADMINISTRATIVE	\$21,595	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,595

VALENCIA
Water Control District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
FIELD OPERATIONS:													
UTILITIES:													
ELECTRIC	\$19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19
WATER & SEWER	\$27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27
CONTRACTS:													
AQUATIC WEED CONTROL	\$2,322	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,322
MOWING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WATER QUALITY MONITORING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE:													
CANAL & RETENTION POND MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY GATES & SIGNS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER:													
NPDES INSPECTION & FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL FIELD OPERATIONS	\$2,368	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,368
OTHER USES:													
TRANSFER OUT - CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OTHER USES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$23,963	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,963
EXCESS REVENUES (EXPENDITURES)	(\$23,820)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$23,820)

**VALENCIA
WATER CONTROL DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2023

TAX COLLECTOR

Gross Assessments \$ 576,853 \$ 576,853
Net Assessments \$ 548,011 \$ 548,011

Date Received	Dist.#	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 100.00%	Total 100%
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Totals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SECTION V

SECTION A



1117 East Robinson St.
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036

October 20, 2022

Board of Directors
Valencia Water Control District
10365 Orangetown Boulevard
Orlando, Florida 32821

RE: Request for Permit Extension
VWCD Permit No. 0505 (Original Approval February 2019)
Big Sand Lake Outfall Improvements
CPH Project No. 6816.07

Dear Honorable Board Members:

A request for permit extension has been requested by Orange County Public Works and FDOT (copy attached) for the above referenced permit for the Big Sand Lake Outfall Improvements. This project has been incorporated with the proposed I-4 project that covers this area. They have incorporated the original design done by Geosyntec into the I-4 Project plans. As noted by the documentation received as part of the request, there were some minor changes but the resulting rate of discharge from the Big Sand Lake area into the District facilities is still within the allowable discharge rate.

The original permit approval contained conditions for approval that will still remain as conditions for approval of this extension. The original permit conditions are as follows:

We recommend that the permit extension contain a condition requiring that Valencia Water Control District must be released from any and all obligations set forth in that certain Drainage Easement recorded January 29, 2014, and recorded in Official Records Book 10695, Page 3537, of the Public Records of Orange County, Florida. This release shall include, but not be limited to a release from any and all obligations contained in Section 2 of said easement, including the repair, maintenance and upkeep of the drainage facilities shown on Exhibits D-1 and D-2, attached to said easement, and for responsibility for payment of any costs associated with the upkeep, repair of maintenance of those or any other facilities described in said easement. It is the intent of this condition that Valencia Water Control District have no further responsibilities or duties regarding the easement.



Orange County will need to provide either a letter or email that they are in agreement with the condition of the permit/permit renewal.

Due to the fact that the overall project has not materially changed, we have no objections to the request for the extension.

Sincerely,
CPH, LLC

A handwritten signature in black ink, appearing to read 'D. Mahler', written over the printed name below.

David E. Mahler, P.E.
District Engineer

Attachments:

Cc: GMS
 Mike Drozeck, Orange County Public Works
 Thomas Amstadt, P.E., Geosyntec
 Marc Ady, SFWMD
 file

J:\6816.06\Word\2022\Approval Letter Re Permit 0505 Extension Request.Doc



VALENCIA WATER CONTROL DISTRICT
135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FL 32801
PHONE: 407-841-5524 x 101 - FAX: 407-839-1526

April 9, 2019

Orange County, Public Works Department
Attn: Mike Drozeck P.E., Stormwater Manager
4200 S. John Young Parkway
Orlando, FL 32839

Subject: Permit #0505

Dear Mr. Drozeck:

Orange County Florida, Public Works Department is hereby granted a construction permit to construct a new connection to the 48" pipe network from the I-4 Interchange with Central Florida Parkway. Approval is granted in accordance with approved plans and hydraulic calculations and the following **GENERAL AND SPECIFIC CONDITIONS:**

GENERAL CONDITIONS:

1. That the District or their agents may at any time make such inspections as they may deem necessary to ensure that the construction or work is performed in accordance with the conditions of this permit.
2. That the permittee will maintain the work authorized herein during construction and thereafter in good condition in accordance with the approved plans.
3. That the permittee shall comply promptly with any lawful regulations, conditions, or instructions affecting the structure or work authorized herein if and when issued by the U.S. Environmental Protection Agency, the South Florida Water Management District and the Florida Department of Environmental Protection and/or any county or city environmental protection agency having jurisdiction to abate or prevent water pollution, including thermal or radiation pollution. Such regulations, conditions, or instructions in effect or hereafter prescribed by the federal, state, county and city agencies have hereby made a condition of this permit.
4. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the District's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will at all times, assume all risk and indemnify, defend and save harmless Valencia Water Control District from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the permittee of the aforesaid rights and privileges.

5. The permittee and/or their agents will use every measure to prevent the run-off of turbid water into the District's facilities including, but not limited to, the use of temporary ponds, silt barriers, chemical additives and temporary grassing during construction.
6. If discharge of water by permittee should at any time raise the level of pollutants in the District's water management facility to the point where the District is in violation of a statute or regulation, permittee will either: (a) immediately cease such discharge, (b) remove pollutants from the water before discharging into District facilities, and pay all costs which the District must incur in order to reduce pollution in the District's facilities to acceptable levels.
7. That all the provisions of this permit shall be binding on any assignee or successor in interest of the permittee.
8. That any modification, suspension or revocation of this permit shall not be the basis for a claim for damages against Valencia Water Control District.
9. The Valencia Water Control District agrees that the issuance of this permit allows the passage of water through their canals but in so doing does not assume any responsibility for damage to any persons or property.
10. That the engineer of record certify that the facilities as constructed comply with the submitted hydraulic calculations and approved drawings.
11. That the permittee agrees not to modify or alter the constructed facilities at any future time without the express consent of the District.
12. This permit is valid for 3 years from date of approval or runs concurrently with the SFWMD permit, if required, whichever expires first.
13. That this permit must be executed within 30 days of Board approval or must be brought back to the Board for reconsideration.

END OF GENERAL CONDITIONS

SPECIFIC CONDITIONS

1. That drawings Sheet 1; Sheet 2; Sheet 3; Sheets 4-5; Sheets 6-21 and Sheets 22-23 titled Construction Plans For Big Sand Lake Outfall as recommended for approval by the District Engineer on 2/7/19, become part of this permit.
2. We recommend that the permit contain a condition requiring that Valencia Water Control District must be released from any and all obligations set forth in that certain Drainage Easement recorded January 29, 2014, and recorded in Official Records Book 10695, Page 3537, of the Public Records of Orange County, Florida. This release shall include, but not be limited to a release from any and all obligations contained in Section 2 of said easement, including the repair, maintenance and upkeep of the drainage facilities shown on Exhibits D-1 and D-2, attached to said easement, and for responsibility for payment of any costs associated with the upkeep, repair of maintenance of those or any other facilities described in said easement. It is the intent of this condition that Valencia Water Control have no further responsibilities or duties regarding the easement.
3. Orange County will need to provide either a letter or email that they are in agreement with the condition of the permit.

Attest:



Signature:




Orange County Public Works

Title:

MANAGER, STORMWATER MGMT.
DIVISION

Attest:



Granted by:

Valencia Water Control District

By:



George S. Flint, District Director

On this 19 day of April, 2019

SECTION VII

SECTION B

**AGREEMENT FOR THE PROVISION OF STORMWATER SYSTEM REPAIR
SERVICES BETWEEN VALENCIA WATER CONTROL DISTRICT AND STHERN
ENVIRONMENTAL, INC.**

This Agreement (the "Agreement") is made and entered into this 31st day of October, 2022, by and between the following parties:

Valencia Water Control District, a local unit of special-purpose government established pursuant to Chapter 298, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"); and

Sthern Environmental Inc., a Florida corporation whose address is 4094 Thomassa Court, Orlando, Florida 32812 (the "Contractor").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining drainage systems; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to repair a portion of the District's stormwater system as described herein in the attached **Exhibit A**, which is incorporated herein by reference (the "Services"); and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor agrees to provide the labor, tools and materials necessary for the provision of the Services, including clean-up of the District's property upon the conclusion of same, all in accordance with the terms of this Agreement and the attached **Exhibit A**.

- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District Director or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for completion of the Services, excluding the procurement of any necessary governmental and/or regulatory permits that are required to complete the Services, the District agrees to pay the Contractor in accordance with the amounts indicated in Exhibit A. The Contractor shall invoice the District upon completion of the Services and the District shall remit payment to the Contractor within thirty (30) days of receipt of such an invoice, or within such earlier time as provided by the Prompt Payment Act.
- B. If the District should desire additional work or services not provided in Exhibit A, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including labor and materials, provided by the Contractor pursuant to this Agreement shall be warranted for ninety (90) days from the date of the final acceptance of the Services by the District.

SECTION 5. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing fifteen (15) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 6. INSURANCE.

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the

District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim

which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 11. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 12. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 13. FINAL AGREEMENT. This instrument shall constitute the final and complete expression between the District and Contractor relating to the subject matter of this Agreement.

SECTION 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 16. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the parties, as follows:

A. If to District: Valencia Water Control District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Director

With a copy to: Stephen Broome, District Counsel
920 ½ Delaney Ave (mailing P.O. Box 560185)

Orlando, FL 32806

If to the Contractor: Sthern Environmental
4094 Thomassa Court
Orlando, Florida 32812

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

If the Contractor has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, George Flint by phone at (407) 841-5524, by email at gflint@gmscfl.com, or by mail at 219 East Livingston Street, Orlando, Florida 32801.

Section 20. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.


SECTION 25. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

WITNESS:


VALENCIA WATER CONTROL DISTRICT


By: Melissa Terison


District Director

WITNESS:

SHERN ENVIRONMENTAL, INC.


By: Hollie Brown



By: Dan Brown
Its: _____

Exhibit A: Proposal

EXHIBIT A

Sthem Environmental Inc.

4094 Thomassa Ct.
Orlando, FL 32812
dbrown@sthemenviro.com

Estimate

Estimate #	AE116		
Date	10/18/2022	Valid Through	10/18/2022
Due on receipt			

Attention:
Valencia Water Control District
10365 Orangewood Blvd
Orlando, FL 32821

DESCRIPTION	TOTAL
Estimate to repair the area around the S-501 including so site prep to allow access to the area and partial removal and disposal of part of a chain link fence.	
<u>Remove and dispose of approximate. 75 foot of fence</u>	<u>1,500.00</u>
<u>Site prep of eastern entry way to facilitate access for concrete truck and equipment. Includes fill dirt, grade and sod after the project is complete. This area is worn due to water erosion.</u>	<u>9,070.00</u>
<u>Dig out dirt and repair eroded area above the S-501 including grading and sod</u>	<u>4,975.00</u>
<u>Repair the area around both sides of the S901. Including filling voids under the both concrete slope embankments, pour an extension to the pile caps approximate. 9 foot into the banks to help prevent future erosion, covering all parts with new dirt, and finish grading and sod to finish</u>	<u>20,015.00</u>
<u>Note: The amount of concrete needed to fill the void under the concrete is unknown. 30 yards has been assumed to fill both sides. Any amount more or less than this shall be increased or decreased by 2100.00 per 10 yards.</u>	

Signature to proceed _____

A signature to proceed is a legally binding contract of this agreement as stated above and shall not include any additional work without a signed written agreement. No work shall begin without a signature to proceed. Please sign, print, and date.

Total

\$35,560.00

SECTION C

**AGREEMENT FOR THE PROVISION OF STORMWATER SYSTEM REPAIR
SERVICES BETWEEN VALENCIA WATER CONTROL DISTRICT AND STHERN
ENVIRONMENTAL, INC.**

This Agreement (the "Agreement") is made and entered into this 31st day of October, 2022, by and between the following parties:

Valencia Water Control District, a local unit of special-purpose government established pursuant to Chapter 298, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"); and

Sthern Environmental Inc., a Florida corporation whose address is 4094 Thomassa Court, Orlando, Florida 32812 (the "Contractor").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining drainage systems; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to repair a portion of the District's stormwater system as described herein in the attached Exhibit A, which is incorporated herein by reference (the "Services"); and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A. The Contractor agrees to provide the labor, tools and materials necessary for the provision of the Services, including clean-up of the District's property upon the conclusion of same, all in accordance with the terms of this Agreement and the attached Exhibit A.

- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District Director or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for completion of the Services, excluding the procurement of any necessary governmental and/or regulatory permits that are required to complete the Services, the District agrees to pay the Contractor in accordance with the amounts indicated in Exhibit A. The Contractor shall invoice the District upon completion of the Services and the District shall remit payment to the Contractor within thirty (30) days of receipt of such an invoice, or within such earlier time as provided by the Prompt Payment Act.
- B. If the District should desire additional work or services not provided in Exhibit A, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including labor and materials, provided by the Contractor pursuant to this Agreement shall be warranted for ninety (90) days from the date of the final acceptance of the Services by the District.

SECTION 5. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing fifteen (15) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 6. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the

District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim

which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 11. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 12. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 13. FINAL AGREEMENT. This instrument shall constitute the final and complete expression between the District and Contractor relating to the subject matter of this Agreement.

SECTION 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 16. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the parties, as follows:

A. If to District: Valencia Water Control District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Director

With a copy to: Stephen Broome, District Counsel
920 ½ Delaney Ave (mailing P.O. Box 560185)

Orlando, FL 32806

If to the Contractor: Sthern Environmental
4094 Thomassa Court
Orlando, Florida 32812

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

If the Contractor has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, George Flint by phone at (407) 841-5524, by email at gflint@gmscfl.com, or by mail at 219 East Livingston Street, Orlando, Florida 32801.

Section 20. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 25. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

WITNESS:

VALENCIA WATER CONTROL DISTRICT


By: Melissa Terison


District Director

WITNESS:

SHERN ENVIRONMENTAL, INC.


By: Hollie Brown



By: _____
Its: _____

Exhibit A: Proposal

EXHIBIT A

Sthern Environmental Inc.
 4094 Thomassa Ct.
 Orlando, FL 32812
 dbrown@sthenviro.com

Estimate

Estimate #	AE109		
Date	5/20/2022	Valid Through	11/30/2022
			Due on receipt

Attention:
Valencia Water Control District 10365 Orangewood Blvd Orlando, FL 32821

Repair and make passable the eroded area of the C-5 canal near Sea Harbor and International Dr for Valencia Water Control District. Issue is from a broke storm pipe from the discharge structure adjacent to the C-5 Scope: * Dig and remove broken metal pipe * Remove mitered end section * Replace with 12 inch HDPE pipe. * Repour new mitered end section * Import and grade dirt to replace lost embankment * Sod all disturbed area. <u>Mobilization and demobilization</u> <u>Removal of trees and sight prep</u> <u>Removal of old pipe and mitered end section, dispose of all debris</u> <u>Install new HDPE pipe, wrap, grout new pipe</u> <u>Back fill, import 10 yards, grade, replace mitered end, and sod.</u>	1,500.00 722.25 2,985.38 1,175.00 4,263.30
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Signature to proceed _____

A signature to proceed is a legally binding contract of this agreement as stated above and shall not include any additional work without a signed written agreement. No work shall begin without a signature to proceed. Please sign, print, and date.

Total \$10,645.93

