

*Valencia Water
Control District*

Agenda

December 12, 2017

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, December 12, 2017 at 1:00 P.M. in the **Lake Ridge Village Clubhouse, 10630 Larissa Street (Directions listed below)**. Attached is an Agenda for the meeting.

William W. Tew

William W. Tew, 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

James A. Gerard; William Ingle; Ed Neal; Gregory Bales; Debra Donton; 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

December 12, 2017

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. Approval of October 10, 2017 Minutes
3. General Fund Financial Reports
4. Engineer's Report
5. Attorney's Report
6. Director's Report
 - A. Consideration of Non-Ad Valorem Assessment Administration Agreement with the Orange County Property Appraiser
 - B. Discussion of District Contracts
 - C. Consideration of NPDES Interlocal Agreement
7. Other Business
 - A. Establish Budget Review Committee Meeting Date, Time and Location (2/13/18)
8. Adjournment

SECTION II

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

October 10, 2017

The monthly meeting of the Board of Supervisors of **VALENCIA WATER CONTROL DISTRICT** was held at 1:00 P.M. on Tuesday, October 10, 2017, in the Lake Ridge Village Clubhouse, Williamsburg Subdivision in Orlando, Florida. Present were Supervisors Ed Neal, Greg Bales, and Debra Donton. Also in attendance were the following: Stephen F. Broome, District Attorney; David Mahler, District Engineer; William Tew, District Director; Stacie Vanderbilt, District Administrative Assistant; Teresa Viscarra; Dorothy Mattia-Wade, Greenbriar Resident.

ITEM #1 **Call Meeting to Order**

Mr. Tew called the meeting to order at 1:00 PM.

ITEM #2 **Approval of July 11, 2017 Minutes**

Mr. Tew stated the next item was the minutes from the July 11, 2017 monthly meeting. He asked if there were any corrections, deletions or additions. He stated that there needed to be a change of monthly to annually.

On MOTION by Debra Donton seconded and carried with all in favor the minutes of the July 11, 2017 Monthly Meeting of the Board of Supervisors were approved.

ITEM #3 **General Fund Financial Reports**

Mr. Tew stated that things remained under budget. He stated that one of the account lines would be revised because there were some items that were paid in October that were done in September and if needed a budget amendment would be done for Fiscal Year 2017.

The District's financial reports for the period ending 9/30/17 were accepted as distributed.

ITEM #4 **Engineer's Report**

A. Consideration of Modification to Permit #0476 – Sea World Attraction 2018

Mr. Mahler stated that Sea World was moving things around for one of their attractions and had no objections to approving.

Motion by Ed Neal seconded and carried with all in favor Modification of Permit #0476 was approved.

B. Consideration of Permit #0499 – Orangewood N-2 PD Parcel 15B – RP I-Drive LaQuinta New Del Sol – RR DP

Mr. Mahler stated that La Quinta Hotel was being built on an existing parcel in the Orangewood development. He stated there were no issues with the request.

Motion by Ed Neal seconded and carried with all in favor Permit #0499 was approved.

C. Consideration of Permit #0498 – Orchid Bay Parcel 15, Pearl Eagles Hotels

Mr. Mahler stated that a Pearl Eagles Hotel was being built in Orchard Bay. He stated it was an addition to the parcel and had no objections.

Motion by Ed Neal seconded and carried with all in favor Permit #0498 was approved.

D. Consideration of Permit #0500 – TECO Main Replacement Project

Mr. Mahler stated that TECO was replacing a force main under the C-10 Canal. He stated that the work was being done underground and not affecting anything in the District. He stated they would be re-piping the Greenbriar neighborhood.

Motion by Greg Bales seconded and carried with all in favor Permit #0500 was approved.

E. Consideration of Permit #0501 – Orange County Utilities

Mr. Mahler stated that the permit request was from Orange County, FL and that the Sanitary Sewer Division would be drilling under the C-11 Canal.

Motion by Debra Donton seconded and carried with all in favor Permit #0501 was approved.

There being none, next item followed.

ITEM #6

Director's Report

Mr. Tew stated that the window at the District office was broken by a rock but it had been fixed. He stated that there were trees and minor debris picked up after the storm but that there was no detrimental damage to the District.

ITEM #7

Other Business

Ms. Wade stated that she lives in Greenbriar on the canal that her window overlooks. She was concerned as to why the canal is drained every 45 days because when it is drained, it looks like a landfill. She stated that before Irma hit, the canal was full of grass clippings that smelled bad and that her son and her went out to clean it up and it took 30 minutes. She stated she didn't want to look at the trucks that are out when the grass was being cut and asked what company does the mowing because children could be hurt when they play on the equipment that is left out. She stated she wrote a list of items and took pictures and stated she just didn't want the canal to be dirty.

Mr. Tew stated that the grass she might have smelled may have been hydrilla, because that is an issue in that area. He stated he would talk to the mower to buffer the tractor and to be more cautious of the equipment.

Mr. Mahler explained at how hydrilla forms in the water. He stated that the area is hard to keep clean because if it is submerged, it won't be seen.

ITEM #8

Adjournment

The meeting adjourned at 1:30 P.M.

October 10, 2017

Valencia Water Control District

Stephen F. Broome, Secretary

James A. Gerard

William Von Ingle

Ed Neal

Greg Bales

Debra Donton

SECTION III

Valencia Water Control District
Balance Sheet
 As of November 30, 2017

	Nov 30, 17
ASSETS	
Current Assets	
Checking/Savings	
101200 · SunTrust Bank - Checking	82,048.35
101210 · Suntrust-Money Market Account	250,370.61
102000 · Cash on hand	100.00
Total Checking/Savings	332,518.96
Total Current Assets	332,518.96
Fixed Assets	
164000 · Land	700,120.00
164190 · Structures	656,605.00
164290 · Canals	2,888,690.00
164590 · Ponds	1,245,537.00
166190 · Equipment & Office furniture	12,767.28
199000 · Accumulated Depreciation	-4,741,594.98
Total Fixed Assets	762,124.30
TOTAL ASSETS	1,094,643.26
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202001 · Accounts payable	-1,051.68
Total Accounts Payable	-1,051.68
Other Current Liabilities	
217300 · FUTA/SUTA payable	31.50
Total Other Current Liabilities	31.50
Total Current Liabilities	-1,020.18
Total Liabilities	-1,020.18
Equity	
271000 · Fund balance-unreserved	260,981.08
271020 · Fund balance-unreserved-002	4,900.00
271100 · Fund Balance -Reserved	
271130 · Canals & Pond Maintenance	18,356.42
Total 271100 · Fund Balance -Reserved	18,356.42
280100 · Net Assets Capitalized	866,157.39
Net Income	-54,731.45
Total Equity	1,095,663.44
TOTAL LIABILITIES & EQUITY	1,094,643.26

7:26 PM
 12/04/17
 Accrual Basis

**Valencia Water Control District
 Profit & Loss Budget vs. Actual
 October through November 2017**

	Oct - Nov 17	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
319100 · Drainage tax assessment	32,838.77	109,697.10	-76,858.33
361001 · Interest earnings - GF	20.34	0.00	20.34
Total Income	<u>32,859.11</u>	<u>109,697.10</u>	<u>-76,837.99</u>
Gross Profit	32,859.11	109,697.10	-76,837.99
Expense			
511200 · Supervisor Compensation	150.00	500.00	-350.00
512000 · Employee Salaries	9,000.00	9,000.00	0.00
521000 · FICA taxes	688.50	691.66	-3.16
524000 · Workers' compensation	0.00	600.00	-600.00
525000 · Futa/Suta Unemployment Tx	4.50	53.18	-48.68
531100 · Management Fees	5,333.34	5,333.34	0.00
531200 · Engineering services	2,100.00	4,200.00	-2,100.00
531300 · Legal services	2,000.00	2,000.00	0.00
531600 · Website Creation/Maintenance	100.00	100.00	0.00
531700 · Report Preparation - NPDES	5,108.25	2,416.68	2,689.57
532200 · Auditing	0.00	1,000.00	-1,000.00
534100 · Aquatic weed control	2,125.00	5,000.00	-2,875.00
534200 · Canal & retention pond	21,800.20	26,666.68	-4,866.48
534300 · Mowing	16,992.18	20,000.00	-3,007.82
534400 · Water quality monitoring	0.00	3,333.34	-3,333.34
534500 · Janitorial	131.00	333.34	-202.34
540000 · Travel & per diem	0.00	33.34	-33.34
541100 · Freight	0.00	33.34	-33.34
541200 · Postage	41.97	83.34	-41.37
541500 · Internet	240.80	250.00	-9.20
543000 · Utility services	43.32	166.68	-123.36
544000 · Office Lease	2,103.36	2,110.00	-6.64
544300 · Meeting Room Rental	50.00	100.00	-50.00
545000 · Insurance	11,500.00	12,650.00	-1,150.00
546200 · R&M - general	973.29	0.00	973.29
546300 · R&M - office	430.00	166.68	263.32
546400 · R&M - security gates & signs	0.00	166.68	-166.68
547000 · Printing & binding	65.70	83.34	-17.64
549300 · Other chgs-miscellaneous	7.00	66.68	-59.68
549400 · Other chgs-NPDES	0.00	666.68	-666.68
549500 · Other chgs-legal advertlaing	0.00	200.00	-200.00
549600 · Other chgs- Banking Fees	0.00	50.00	-50.00
549800 · Contingency	0.00	133.34	-133.34
549900 · Other Chrgs-OC Prop. Appr. Fee	5,386.00	5,408.00	-22.00
551000 · Office Supplies	43.15	166.68	-123.53
552100 · Operating supplies	0.00	166.68	-166.68
554000 · Pubs, subscrips & members	1,175.00	2,150.00	-975.00
Total Expense	<u>87,590.56</u>	<u>106,079.68</u>	<u>-18,489.12</u>
Net Ordinary Income	<u>-54,731.45</u>	<u>3,617.42</u>	<u>-58,348.87</u>
Net Income	<u><u>-54,731.45</u></u>	<u><u>3,617.42</u></u>	<u><u>-58,348.87</u></u>

7:27 PM
 12/04/17
 Accrual Basis

Valencia Water Control District
Profit & Loss
 October through November 2017

	<u>Oct 17</u>	<u>Nov 17</u>	<u>TOTAL</u>
Ordinary Income/Expense			
Income			
319100 · Drainage tax assessment	0.00	32,838.77	32,838.77
361001 · Interest earnings - GF	10.63	9.71	20.34
Total Income	<u>10.63</u>	<u>32,848.48</u>	<u>32,859.11</u>
Gross Profit	10.63	32,848.48	32,859.11
Expense			
511200 · Supervisor Compensation	150.00	0.00	150.00
512000 · Employee Salaries	4,500.00	4,500.00	9,000.00
521000 · FICA taxes	344.25	344.25	688.50
525000 · Futa/Suta Unemployment Tx	4.50	0.00	4.50
531100 · Management Fees	2,666.67	2,666.67	5,333.34
531200 · Engineering services	2,100.00	0.00	2,100.00
531300 · Legal services	1,000.00	1,000.00	2,000.00
531600 · Website Creation/Maintenance	50.00	50.00	100.00
531700 · Report Preparation - NPDES	5,106.25	0.00	5,106.25
534100 · Aquatic weed control	2,125.00	0.00	2,125.00
534200 · Canal & retention pond	21,800.20	0.00	21,800.20
534300 · Mowing	13,198.04	3,796.14	16,992.18
534500 · Janitorial	131.00	0.00	131.00
541200 · Postage	14.83	27.14	41.97
541500 · Internet	120.40	120.40	240.80
543000 · Utility services	43.32	0.00	43.32
544000 · Office Lease	1,051.68	1,051.68	2,103.36
544300 · Meeting Room Rental	50.00	0.00	50.00
545000 · Insurance	11,500.00	0.00	11,500.00
546200 · R&M - general	973.29	0.00	973.29
546300 · R&M - office	385.00	45.00	430.00
547000 · Printing & binding	10.80	54.90	65.70
548300 · Other chgs-miscellaneous	0.00	7.00	7.00
549900 · Other Chrgs-OC Prop. Appr. Fee	5,386.00	0.00	5,386.00
551000 · Office Supplies	21.23	21.92	43.15
554000 · Pubs, subscrips & members	1,175.00	0.00	1,175.00
Total Expense	<u>73,905.46</u>	<u>13,885.10</u>	<u>87,590.56</u>
Net Ordinary Income	<u>-73,894.83</u>	<u>19,163.38</u>	<u>-54,731.45</u>
Net Income	<u><u>-73,894.83</u></u>	<u><u>19,163.38</u></u>	<u><u>-54,731.45</u></u>

SECTION VI

A

NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 13th day of October, 2017 between **RICK SINGH, CFA**, as Orange County Property Appraiser (Property Appraiser) and **Valencia Drainage District**, (Taxing Authority), and is effective upon acceptance by both parties and through September 30, 2018.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions necessary to enter into this agreement.

2. The Property Appraiser agrees to perform the following service for the Taxing Authority:

A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2018 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar For Implementation Of Non-Ad Valorem Assessment Roll.

B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments. Provide subsequent files or reports at request of the Taxing Authority.

C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property as stipulated by Taxing Authority.

D. Include the Taxing Authority's non-ad valorem assessments on the Notice Of Proposed Property Taxes And Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.

E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.

F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

3. Taxing Authority agrees to perform the following acts in connection with this agreement:

A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.

B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar For Implementation Of Non-Ad Valorem Assessment Roll.

C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.

D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.

4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the District's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.

5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming or any other associated costs.

On October 13, 2017, an administrative fee will be invoiced to the Taxing Authority equivalent to \$1 per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.

6. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar For Implementation Of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.

7. This agreement constitutes the entire agreement between the parties and can only be modified in writing.

8. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

9. All communications required by this agreement shall be in writing and sent by first class mail, email or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Valencia Drainage District
% Jason Showe
Governmental Management Services
135 W. Central Blvd., Ste 320
Orlando, FL 32801
jshowe@govmgtsvc.com
(407)841-5524 x105

Notices to the Property Appraiser shall be addressed to:

Ehab Azer, Finance Department
Orange County Property Appraiser
200 S. Orange Ave., Suite 1700
Orlando, FL 32802
eazer@ocpaf1.org
(407)836-5125

10. TERMINATION. This Agreement may be terminated by either party upon written notice. If terminated on or before April 1, a 100% refund of fee will apply. If terminated between April 2 and July 15, a 50% refund of fee will apply. Property Appraiser will perform no further work after the written termination notice is received.

ORANGE COUNTY PROPERTY APPRAISER

Signed _____
Rick Singh, CFA

Date _____

VALENCIA DRAINAGE DISTRICT

Name _____

Signed _____

Date _____

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1st - Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

June 1

- Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

July 13

- Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

August 3

- Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

August 24

- Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

September 4 - September 18

- Taxing Authority holds initial public budget hearing.

September 14

- Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions or deletions to the non-ad valorem assessment roll since the TRIM notices.

October 15

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.

- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.



B

Valencia Water Control District (VWCD)

In early 2013, VWCD entered into 5 year contracts for canal / pond mowing, water quality testing and aquatic weed control. The contracts expire 9/30/18.

In 2015, VWCD entered into a Lease Amendment for office space which expires 9/30/18.

In order to prepare the 2018-2019 fiscal year budgets, the contracts can be 'bid' or extended. Based on a satisfactory level of service to date, VWCD requested an extension proposal from the Vendors.

Aquatic Management Strategies [aquatic weed control]

2013 – 2018 \$1,930.00 per month

2018 – 2021 \$2,188.75 (with 3% annual escalator)

(AMS also does periodic hydrA control application and fish re-stocking on an 'as needed basis').

Flowers Chemical Laboratories [water quality testing]

2013 – 2018 \$1,645.50 per month

2018 – 2021 \$1,684.50

Sthern Environmental (mowing)

Sthern has committed to the current contract price [\$79,574.02 per year] through 2021.

Williamsburg Plaza / Orlando, LLC [office space]

2015 – 2018 \$1,051.68 per month

2018 – 2021 \$1,081.68

ORANGE COUNTY, FLORIDA
and
VALENCIA WATER CONTROL DISTRICT

INTERLOCAL AGREEMENT
for
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and between Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the “COUNTY”), and the Valencia Water Control District, whose address is 10365 Orangewood Boulevard, Orlando, Florida 32821 (“VWCD”).

WITNESSETH:

WHEREAS, pursuant to the Clean Water Act (the “CWA”), and the regulations promulgated thereunder, the United States Environmental Protection Agency (“EPA”) has developed regulations under the National Pollutant Discharge Elimination System (“NPDES”) permit program published under 40 C.F.R. Part 122 requiring that the COUNTY obtain an NPDES permit for its municipal separate storm sewer system (commonly referred to as “MS4”); and

WHEREAS, EPA delegated the NPDES permit program in Florida to the Florida Department of Environmental Protection (“FDEP”) in October 2000 as set forth in Section 403.0885, Florida Statute; and

WHEREAS, stormwater discharges from medium and large MS4s are regulated under Chapter 62-624, Florida Administrative Code (“F.A.C.”), and in 2012, FDEP promulgated numeric nutrient water quality standards set forth in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters), F.A.C.; and

WHEREAS, the COUNTY as lead applicant and VWCD as a co-applicant applied for and received NPDES permit #FLS000011-004 (the “Permit”); and

WHEREAS, the Permit requires activities related to public education and outreach programs, trainings, water quality monitoring, water quality data reporting, and pollutant loading analysis; and

WHEREAS, the COUNTY and VWCD desire to establish responsibilities for funding and implementing Permit-related activities and requirements; and

WHEREAS, the COUNTY and the University of South Florida (“USF”) have entered into a contract dated June 1, 2015 (the “USF Contract”), whereby USF implements and maintains the Orange County Water Atlas Project (the “Project”); and

WHEREAS, the Project will provide the COUNTY and VWCD a public portal to access: (a) water quality information, (b) stormwater education information, (c) a pollution reporting mechanism, (d) non-point source pollution education material, and (e) other watershed related projects and information; and

WHEREAS, the COUNTY and VWCD have entered into a contract dated November 3rd, 2015 (VWCD Interlocal Agreement for Watershed Atlas Project) where VWCD has agreed to pay the COUNTY a designated sum for the annual maintenance of the Project; and

WHEREAS, the Parties intend that this Interlocal Agreement will supersede the VWCD Interlocal Agreement for Watershed Atlas Project; and

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, each intending to be legally bound, hereby agree as follows:

Section 1. Recitals. The recitals set forth in the WHEREAS clauses above are true and correct and are incorporated by reference herein.

Section 2. Term and Termination. This Interlocal Agreement shall be effective and commence on the last date of execution by the Parties (the “Effective Date”), and shall continue for the period commensurate with the Permit. However, this Interlocal Agreement may be terminated by either Party, with or without cause, upon no less than sixty (60) days notice to the other Party delivered in accordance with the requirements of Section 12.

Section 3. Reimbursement for Services Provided. The COUNTY has offered to provide services as itemized in Exhibit A. VWCD has elected to participate in, and reimburse the COUNTY for, the following services:

- I. Public education and outreach program: Orange County Water Atlas Project to meet public reporting requirements of Part III.A.7.e of the Permit and provides water quality information to VWCD and the public;
- II. Training – Web-accessible Stormwater Training System for illicit discharge and improper disposal training to meet the requirements of Part III.A.7.c of the Permit, spill prevention and response training to meet the requirements of Part III.A.7.d of the Permit, and construction site runoff training to meet the requirements of Part III.A.9.c of the Permit;
- III. Pollutant Loading Analysis: estimates of event mean concentrations (“EMCs”) and annual pollutant loads, in Year 3 per Part V.A.1 of the Permit, for the following pollutants:
 - a. Biological oxygen demand (BOD₅);
 - b. Total copper;

- c. Total nitrogen (as N);
 - d. Total phosphorus;
 - e. Total suspended solids (TSS); and
 - f. Total zinc.
- IV. Water Quality Monitoring: Collection and/or analysis of water quality samples for one or more of the analytes in Exhibit C to meet the requirements of Part V.B of the Permit.

Section 4. Shared Resources. The COUNTY and VWCD have agreed to share resources for the education and outreach activities itemized in Exhibit B, including:

- I. Public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;
- II. Public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and
- III. Public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit.

Section 5. VWCD's Contribution. VWCD has appropriated for the Permit period, the sums outlined in the cost-reimbursement schedule, Exhibit A, to be paid on the dates listed.

Section 6. 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 VWCD as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by VWCD or by its designees during normal business hours for a period of four (4) years from the expiration of this Interlocal Agreement. Any cost incurred by the COUNTY as a result of an audit by VWCD shall be the sole responsibility of and shall be borne by the COUNTY. In addition, should the COUNTY provide any or all of VWCD'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 VWCD or its designees.

Section 7. Public Records. In accordance with Chapter 119, Florida Statutes, 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. Should either Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Interlocal Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

Section 8. 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 9. Indemnification. To the fullest extent permitted by law, each Party to this Interlocal Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Interlocal Agreement, and accordingly, each Party shall defend, indemnify and hold harmless the other Party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 10. 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 Interlocal Agreement.

Section 11. Notices. All notices permitted or required by this Interlocal Agreement shall be given by hand delivery, sent by certified mail, return receipt requested, or sent by overnight courier service, addressed as follows:

To the COUNTY: Environmental Protection Division Manager
3165 McCrory Place, Suite 200
Orlando, Florida 32803-3727
Phone: (407) 836-1400
Fax: (407) 836-1441

With copy to: County Administrator
P.O. Box 1393
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32802-1393

To VWCD: William Tew
President, Board of Supervisors
10365 Oranewood Boulevard
Orlando, Florida 32821-8239
Phone: (407) 256-7804

Section 12. Independent Contractor. The Parties agree that nothing contained in this Interlocal Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint ventures between the Parties or as constituting the COUNTY as the agent or representative of VWCD for any purpose or for any manner whatsoever.

Section 13. Litigation and Venue. In the event a Party deems it necessary to take legal action to enforce any provision of this Interlocal Agreement, venue shall be in the Circuit

Court of the Ninth Judicial Circuit in Orange County, Florida. In any such legal proceedings the Parties waive the right to seek a jury trial. Each Party shall be responsible for the payment of its attorney's fees and costs related to any dispute or legal proceedings, including all appeals.

Section 14. Governing Law; Construction of Agreement. The Parties enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes (2016), the Florida Interlocal Cooperation Act of 1969, as amended. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Interlocal Agreement. The Parties have participated jointly in the negotiation and drafting of this Interlocal Agreement. In the event ambiguity or interpretation arises, this Interlocal Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Interlocal Agreement. Any headings preceding the texts of the sections and subsections of this Interlocal Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part hereof nor affect its meaning, construction or effect. All exhibits attached to this Interlocal Agreement are hereby incorporated in and made a part hereof.

Section 15. Waiver. Performance of this Interlocal Agreement by either Party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Interlocal Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 16. Amendments. This Interlocal Agreement may be amended only through a written document executed by the Parties.

Section 17. Default and Remedies. Failure by a Party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages. Prior to unilateral termination of this Agreement or either Party filing any action as a result of a default by the other Party under this Interlocal Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity within which to cure such default. Failure to cure within such 30-day opportunity allows the non-defaulting Party to terminate this Agreement. 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 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. Notwithstanding any other provision of this Interlocal Agreement, in no event shall either party have any liability to the other Party under this Interlocal Agreement, whether based in contract, in tort (including negligence and strict liability), or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.

Section 18. Filing. A copy of this Interlocal Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 19. No Third-Party Beneficiaries. This Interlocal Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

Section 20. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

Section 21. Entire Agreement. This Interlocal Agreement, including Exhibits A, B, and C, constitutes the entire Interlocal Agreement between the Parties with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. No other agreement whether oral or written, with regard to the subject matter hereof shall be deemed to exist.

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IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Interlocal Agreement on the date signed by each.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

VALENCIA WATER CONTROL DISTRICT

By: _____

Its: _____

Date: _____

ATTEST:

City Clerk

**"EXHIBIT A"
REIMBURSEMENT SERVICES**

The Responsibilities of the COUNTY and VWCD as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows;	Cost	Due Dates
<p>I. The COUNTY has entered into a contract with the University of South Florida (USF) to implement the Watershed Atlas Project (project); and the COUNTY has agreed to pay USF a designated sum for annual maintenance of the project; and the project will provide the COUNTY and VWCD with information about their water quality and other watershed related projects and information; and where as both parties now desire to renew the contract for a period of forty-eight (48) months each time it expires until MS4 NPDES Permit FLS000011-004 expires; and VWCD has agreed to assist the COUNTY in paying for the maintenance of the project. VWCD has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of MS4 NPDES Permit FLS000011-004, the annual sum of \$1,000 to be used by the COUNTY solely for the purpose of maintaining the project.</p>	<p>\$1,000 annually</p>	<p>To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires</p>
<p>II. Web-accessible Stormwater Testing System: The COUNTY will provide training materials for illicit discharge and improper disposal training to fulfill the requirements of by Part III.A.7.c of the MS4 NPDES Permit, spill prevention and response training to fulfill the requirements of by Part III.A.7.d of the MS4 NPDES Permit, and construction site runoff training to fulfill the requirements of by Part III.A.9.c of the MS4 NPDES Permit. The VWCD has appropriated a one-time fee for the period commencing on 6/1/2017 and ending on 5/31/2018 the total sum of \$433 to be used by the COUNTY solely for the purpose of preparing the training materials to meet the requirements of Parts III.A.7.c, III.A.7.d, and III.A.9.c of the MS4 NPDES Permit.</p>	<p>\$433 one time</p>	<p>To be paid thirty (30) days from the commencement date of the contract</p>
<p>III. The timely preparation and submittal by the COUNTY to VWCD of estimates of annual pollutant loadings, event mean concentrations (EMC), and best management practice (BMP) load reductions, as required by Part V.A. of the MS4 NPDES Permit. VWCD has appropriated for the period commencing on 6/1/2017 and ending on 11/30/2019 the total sum of \$1,620 to be used by the COUNTY solely for the purpose of preparing the estimates of annual pollutant loadings and EMCs to meet the requirements of Part V.A. of the MS4 NPDES Permit.</p>	<p>\$1,620 one time</p>	<p>To be paid on 6/1/2019</p>
<p>IV. The timely performance by the COUNTY of water quality monitoring at the locations and frequencies and for the parameters specified in Exhibit C, analysis of water samples for the parameters specified in Exhibit C, and/or upload of data to the STORET database (or successor) and the Water Atlas as required by Part V.B. of the MS4 NPDES Permit. VWCD has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of the MS4 NPDES Permit, the annual sum of \$X,XXX to be used by the COUNTY solely for the purpose of performing the monitoring activities specified in Exhibit C.</p>	<p>\$ TBD annually dependent on VWCD interest</p>	<p>To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires</p>

"EXHIBIT B"
SHARED RESOURCES

The Responsibilities of the COUNTY and VWCD as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		VWCD
I.	The timely implementation by the COUNTY and VWCD of a public education and outreach program for pesticides, herbicides, and fertilizers to fulfill the requirements of by Part III.A.6 of the MS4 NPDES Permit. VWCD and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.6 of the MS4 NPDES Permit for pesticides, herbicides, and fertilizers.	X
II.	The timely implementation by the COUNTY and VWCD of a public education and outreach program plan for public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the MS4 NPDES Permit. VWCD and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7e of the MS4 NPDES Permit for public reporting of illicit discharges and improper disposal.	X
III.	The timely implementation by the COUNTY and VWCD of a public education and outreach program plan for proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit. VWCD and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7.f of the MS4 NPDES Permit for proper use and disposal of hazardous waste.	X

"EXHIBIT C"

MONITORING PLAN LOCATIONS

List Monitoring Station locations agreed to by COUNTY and VWCD to satisfy Part V.A of the permit

Monitoring Station	Description	Sites	Events Per Year	Cost Per Sample	Subtotal Sample Collection
Collection of lake and/or stream samples:					
				\$289	\$0
Monthly lake and/or stream samples analyzed for:					
Analyte	Sites	Events Per Year	Cost Per Sample	Cost Per Analyte	
			\$6	\$0	\$0
			Subtotal Monthly Analytical		\$0
Uploading Analytical Results:					
	Sites	Quarters	Cost Per Site Per Quarter	Subtotal Data Upload	
State database and Water Atlas			\$57	\$0	\$0
TOTAL ANNUAL MONITORING, ANALYTICAL, AND DATA REPORTING COST					\$0

Note:

- Parameters offered for analysis include: total copper; hardness; nitrate and nitrite; total Kjeldahl nitrogen; total nitrogen (as N); total