

BOARD OF COUNTY COMMISSIONERS

DATE: January 15, 2013
AGENDA ITEM NO. 27

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature 

Subject:

Amendment No. 4 to the Cooperative Funding Agreement (CFA) with South West Florida Water Management District (SWFWMD) for Bear Creek Channel Improvements (L379)
SWFWMD Agreement No. 06C00000024
County PID No. 000108A (922306)

Department:

Department of Environment and Infrastructure 

Staff Member Responsible:

Jorge M. Quintas, P.E., Director
Engineering & Technical Support 

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE AMENDMENT NO. 4 TO THE CFA WITH SWFWMD FOR BEAR CREEK CHANNEL IMPROVEMENTS, AND AUTHORITY BE GRANTED FOR THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

On November 7, 2006, the BCC approved the CFA with SWFWMD for Bear Creek Channel Improvements for reshaping and stabilization of creek banks to reduce erosion.

The purpose of this Amendment No. 4 is to provide additional funding to dredge the outfall and to add new provisions applicable to SWFWMD's cooperatively funded projects.

Previous actions approved by the BCC for this CFA include the following:

- Amendment No. 1 to the CFA with SWFWMD, approved by the BCC on December 18, 2007, increased SWFWMD's funding amount for the project to \$1,676,000. This Amendment implemented Best Management Practices (BMP's) in the Bear Creek channel to include reshaping of the creek banks.
- Amendment No. 2 to the CFA with SWFWMD, approved by the BCC on April 20, 2010, allowed for a no cost time extension, revising the expiration date of the CFA from November 20, 2010 to December 31, 2011. This extension was needed due to a shift in budgeted funds on the part of Pinellas County as a result of the current economic climate.
- Amendment No. 3 to the CFA with SWFWMD, approved by the BCC on October 25, 2011, revised the expiration date of the Agreement from December 31, 2011 to December 31, 2013.

Staff and the County Attorney have discussed the indemnification language of Paragraphs 3 and 4 of this Amendment No. 4, and agree that it does not increase the liability to the County beyond an acceptable level of risk.

This Amendment No. 4 will be forwarded to SWFWMD for execution following BCC approval.

Fiscal Impact/Cost/Revenue Summary:

This Amendment No. 4 increases funding from SWFWMD from \$1,676,000 to \$2,254,243 based upon the County funding being increased to at least \$2,254,243 for a total project cost of \$4,508,486. Funding to support this project is budgeted in the County's Capital Improvement Program (CIP): Drainage and Stormwater Management, Other Drainage and Stormwater Management Projects allocation, and a grant from SWFWMD.

There was a Change Order increase to the construction contract for this project in the amount of \$1,546,502.44 that was approved by the BCC on December 11, 2012. The Change Order was a result of the consultant engineer's errors and omissions, and is unrelated to this Amendment No. 4.

Original Agreement	\$ 910,000
Amendment No. 1	\$2,442,000
Amendment No. 2 (Time Only)	-0-
Amendment No. 3 (Time Only)	-0-
Amendment No. 4	\$1,156,486
Total Revised Agreement	\$4,508,486

Exhibits/Attachments Attached:

Contract Review Transmittal

Amendment No. 4

Delegated Memo to the County Administrator dated January 3, 2013

Project Financial Overview

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Amendment No. 4 to the Cooperative Funding Agreement (CFA) w/SWFWMD for Bear Creek Channel Improvements (L379)

PID NO.: County PID No. 922306 ^{000108A}

ESTIMATED EXPENDITURE / REVENUE: \$578,243.00 ✓ county's portion

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment.

Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT: **SWFWMD Agreement No. 06C00000024**

REVIEW SEQUENCE	DATE	INITIALS/ SIGNATURE	COMMENTS (if any)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
D. Talhouk DEI	12/3			
I. Fernandez, P.E., DEI	12/3			
J. Quintas, P.E., DEI	12/4/12		REVISE 2 nd PG OF MEMO PERL EDITS NOTED, AS THIS AMENDMENT WILL OCCUR FOLLOWING THE BCC'S ACTION ON C/O #1 ON 12/11/12	EDITS ADDRESSED & CHANGES MADE.
Clerk's Finance	12/4/12			
Risk	12/5/12	VEN	Public Entity to Public Entity	
OMB	12/7/12		new project no. is 000108A. note new paragraph #24	CORRECTED PID NO.
B. Oklesen, Legal	12/18/12		returned with Pac. 46-70 + SWFWMD correspondence per discussion with David Talhouk	EDITS MADE. 12/18/12.

12/21/12 BDO

all suggested revisions to memo to CAG BCC

Please return to Merry Celeste, DEI. All inquiries should be made to David Talhouk ext. 4-3780.

Thank you.

12/27/12 BDO all corrections on BCC memo

EDITS MADE. 12/27/12

FOURTH AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
BEAR CREEK CHANNEL IMPROVEMENTS (L379)

This FOURTH AMENDMENT effective as of the 1st day of October 2012 by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the DISTRICT and the COUNTY entered into an Agreement effective November 20, 2006 (Original Agreement), as amended September 15, 2007, March 1, 2010 and December 31, 2011, for implementing Best Management Practices (BMPs) in the Bear Creek channel to include reshaping creek banks to reduce erosion, excavation of a sediment sump to collect sediment for removal and dredging the outfall; and

WHEREAS, the parties hereto wish to further amend the Agreement to provide additional funding due to engineer cost estimates inadvertently omitting the cost to dredge the outfall and to add new provisions applicable to the DISTRICT'S cooperatively funded projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Original Agreement, effective November 20, 2006, as amended, as follows:

1. Paragraph 3, Funding, is hereby amended to increase PROJECT funding by \$1,156,486 by replacing the first three sentences in their entirety as follows
3. **FUNDING.** The parties anticipate that the total cost of the PROJECT will be Four Million Five Hundred Eight Thousand Four Hundred Eighty-Six Dollars (\$4,508,486). The DISTRICT agrees to fund PROJECT costs up to Two Million Two Hundred Fifty-Four Thousand Two Hundred Forty-Three Dollars (\$2,254,243), subject to Paragraphs 3.1 and 3.6, and will have no obligation to pay any costs beyond this maximum amount. The COUNTY agrees to fund PROJECT costs up to Two Million Two Hundred Fifty-Four Thousand Two Hundred Forty-Three Dollars (\$2,254,243) and will be responsible for all costs in excess of the anticipated total PROJECT cost.
2. Subparagraph 3.6 is hereby amended to recognize that the DISTRICT has approved Two Million Two Hundred Fifty-Four Thousand Two Hundred Forty-Three Dollars (\$2,254,243) through Fiscal Year 2013.

3. Paragraph 8, Liability, is hereby replaced in its entirety with the following:

8. LIABILITY. The COUNTY agrees to defend, indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. The DISTRICT shall have the right to approve counsel selected by the COUNTY. This provision does not constitute a waiver of the COUNTY'S sovereign immunity or extend its liability beyond the limits established in Section 768.28, F.S. Additionally, this provision shall not be construed to impose contractual liability on the COUNTY for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S.

4. New Paragraphs 24, Repayment, 25, Disclaimer, 26, Scrutinized Companies, 27, Severability, and 28, Survival, are hereby added as follows:

24. REPAYMENT. The COUNTY shall repay the DISTRICT all funds the DISTRICT paid to the COUNTY under this Agreement, if: a) the COUNTY fails to complete the PROJECT in accordance with the terms and conditions of this Agreement; b) the DISTRICT determines, in its sole discretion and judgment, that the COUNTY has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; or c) the COUNTY fails to appropriate sufficient funds to meet the task deadlines unless extended in accordance with Paragraph 1.1. Should any of the above conditions exist that require the COUNTY to repay the DISTRICT, this Agreement shall terminate effective upon notice being provided to the COUNTY.

In the event the COUNTY is obligated to repay the DISTRICT under any provision of this Agreement, the COUNTY shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

The COUNTY shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of COUNTY'S failure to repay the DISTRICT as required by this Agreement.

25. DISCLAIMER. Notwithstanding any other provision in this Agreement, the COUNTY assumes all risks relating to the PROJECT and agrees to be solely liable for any claims, loss, damage and other expenses, including attorneys' fees and costs, arising from the implementation of the PROJECT. The acceptance of the DISTRICT'S funding by the COUNTY does not in any way constitute an agency relationship between the DISTRICT and the COUNTY. Additionally, nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S.

26. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,

created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The COUNTY agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the PROJECT.

27. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
28. SURVIVAL. The provisions of this Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement including Paragraphs 24 and 25.

5. The Exhibit "B" Project Budget is hereby replaced in its entirety with the following:

DESCRIPTION	COUNTY	DISTRICT	TOTAL
Construction	\$2,224,243	\$2,224,243	\$4,448,486
Construction Engineering & Inspection (Optional)	\$ 30,000	\$ 30,000	\$ 60,000
Total:	\$2,254,243	\$2,254,243	\$4,508,486

6. The terms, covenants and conditions set forth in the Original Agreement, as amended, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed this FOURTH AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____ Date _____

PINELLAS COUNTY

By: _____ Date _____
~~John M. Welch~~ Chairman Kenneth T. Welch
Board of County Commissioners

Approved as to form:

Attest: Ken Burke, CPA Clerk of the Circuit Court


By: Barbara Olsen
Attorney

By: _____
Deputy Clerk

FOURTH AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
BEAR CREEK CHANNEL IMPROVEMENTS (L379)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>mm</u>	<u>10/18/12</u>
RISK MGMT	<u>PIA</u>	
CONTRACTS	<u>gmk</u>	<u>10/23/12</u>
BUREAU CHIEF	<u>EW</u>	<u>10/27/12</u>
DIRECTOR		
GOVERNING BOARD		<u>PIA gmk</u>

TO: Robert S. LaSala, County Administrator

FROM: David E. Scott, P.E., Executive Director - Environment and Infrastructure 

SUBJECT: Request for Exemption to Pinellas County Resolution No. 06-07 Relating to Contractual Indemnification by the County for Amendment No. 4 to the Cooperative Funding Agreement (CFA) with the Southwest Florida Water Management District (SWFWMD) for the Bear Creek Channel Improvements Project (L379)

DATE: January 3, 2013

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE REQUEST FOR AN EXEMPTION TO PINELLAS COUNTY RESOLUTION NO. 06-70 RELATING TO CONTRACTUAL INDEMNIFICATION BY THE COUNTY FOR AMENDMENT NO. 4 TO THE CFA WITH SWFWMD FOR THE BEAR CREEK CHANNEL IMPROVEMENTS PROJECT.

DISCUSSION: Prior to the passing of Resolution 06-70 by the Board of County Commissioners, indemnification provisions within contractual agreements requiring the County to indemnify others have been avoided by the County to the extent practicable. As the determination to agree to indemnify another party had not been subject to a uniform decision making process within the County, Resolution 06-70 was passed in an attempt to lay-out policy guidelines to aid in this decision-making process. However, circumstances arise where it is necessary to indemnify another party in order to acquire goods, services or funding usually not available from another source.

Pinellas County actively pursues cooperative funding from SWFWMD and other sources to pay for vital infrastructure improvements. The SWFWMD has begun the process of revising the terms of their CFAs in an effort to reduce the risks associated with granting funding to their cooperating agencies. In an effort to maintain consistency with all of their cooperating agencies, SWFWMD will not make changes to their agreement for an individual cooperating agency. Cooperative funding agreements, such as this; through the SWFWMD do not increase the liability to the County beyond an acceptable level of risk. Without SWFWMD as an additional funding resource, this would limit external funding sources for current and future infrastructure projects. SWFWMD will progressively incorporate the revised agreement terms into their cooperative funding agreements.

There is a potential loss in funding from SWFWMD for this project in the amount of \$1,156,486.00.

Approval of this Exemption Request is within the authority of the County Administrator, as delegated by the Board of County Commissioners, pursuant to ~~Section 2-62, Pinellas County Code.~~

Resolution 06-70

Please retain one original packet for filing on your future quarterly receipt and file report.

Recommendation Approved: _____


Robert S. LaSala, County Administrator

Date: 1-4-13 

Attachments:
Resolution No. 06-70

RESOLUTION 06- 70

**A RESOLUTION RELATING TO CONTRACTUAL
INDEMNIFICATION BY THE COUNTY.**

WHEREAS, Pinellas County frequently enters into contractual relationships;

WHEREAS, these contracts vary from purchase orders to multimillion dollar contracts, to interlocal agreements;

WHEREAS, the County generally requires other contracting parties to indemnify the County for the negligence both of the contractor and of the County;

WHEREAS, many parties refuse to indemnify the County for the actions or inactions of the County and often seek to require the County to indemnify them for the actions of the County, its contractors, or third parties;

WHEREAS, the nature of the party, and the subject matter of the contract are factors in the County's decision making regarding risk assumption and indemnification;

WHEREAS, the County usually has refused to indemnify other entities for several reasons: 1) The County is entitled to sovereign immunity under the Florida Constitution and §768.28, Fla. Stat., and an indemnification could be interpreted as a contractual waiver of that sovereign immunity; 2) The Florida Constitution prohibits a County from pledging its credit to another entity and the indemnification could be viewed as a pledge of the County's credit; 3) Article VII Section 10 of the Florida Constitution, and §§129.06 and 129.07, Fla. Stats. require that a County limit its expenditures to the budgeted amounts, and contracts requiring expenditures in violation of these statutes are not only void,

but subject the commissioners voting and contracting for such amounts, and their individual bonds, to liability for any excess indebtedness contracted for; 4) §§129.08 and 129.09, Fla. Stats. provide for criminal liability for commissioners knowingly voting for such expenditures, and the clerk of the circuit court signing any payment thereon;

WHEREAS, currently various individuals make determinations relative to these indemnification or risk assumption decisions based on the nature, size, necessity or desirability of the agreement at issue;

WHEREAS, in advising various departments and bodies regarding these indemnification or risk assumption matters, the County Attorney's Office has caused the phrase, "to the extent permitted by law" to be added to clauses wherein the County purports to indemnify another entity;

WHEREAS, the County Attorney's Office interpretation has been that due to all of the constraints listed above, "the extent permitted by law" is – not at all, and that the indemnification of another entity is a void *ab initio* action with no effect;

WHEREAS, certain legal precedents have come out that could be construed to undermine the County Attorney's Office interpretation;

WHEREAS, American Home Assurance Company v. National Railroad Passenger Corporation, 908 So.2d 459 (Fla. 2005) (*holding that a municipality could contractually be held liable under an indemnification provision despite sovereign immunity defenses raised*), and Florida Department of Natural Resources v. Garcia, 753 So.2d 72 (Fla. 2000) (*holding that the City of*

Miami could indemnify the State of Florida despite a statutory provision that prohibits one governmental entity from indemnifying a second governmental entity for the second entity's negligence) are two cases that raise potential problems for the interpretation previously relied upon by the County Attorney's Office;

WHEREAS, the County Attorney's Office has been in contact with other County Attorney's Offices, reviewed the widely varying policies thereof, and has researched and discussed the matter internally;

WHEREAS, it is the opinion of the County Attorney's Office that the most conservative and safest course of action is to never indemnify another party;

WHEREAS, as a practical matter, it is sometimes necessary, to achieve policy goals that are in the best interests of the County, to take on the risk of such an indemnity provision; and

WHEREAS, the Board of County Commissioners hereby finds that there is a need for the County to implement a uniform policy and methodology for the review of matters relating to contractual risk assumption or indemnification of other entities by the County.

NOW THEREFORE BE IT RESOLVED by the Pinellas County Board of County Commissioners as follows:

I. The County Policy is that the County does not indemnify other parties. That Policy may only be waived based on certain factors such as:

- 1) the availability of the goods or services from other sources;
- 2) the County's need/desire for the goods or services;
- 3) the probability of a loss occurring.

II. County policy not to indemnify others should not be waived lightly and when done, shall conform to the following requirements:

- 1) The other entity must have refused, in writing, to remove all indemnification requirements requested of the County directly, and refused to allow a statement that each party be responsible for its own negligence to take the place of the indemnification provision.
- 2) No indemnification by the County for the acts of any entity other than the County, its Governing Body, or its employees shall be approved. Particularly, no contract shall be entered into that requires the indemnification for acts or omissions of third parties, or third party agents of the County.
- 3) County indemnification of a party shall specifically be limited to the lesser of the contract amount, or the limits of sovereign immunity under §768.28, Florida Statutes (\$100,000/\$200,000). Recovery shall be limited contractually to the actual damages incurred as a result of County's sole negligence. No recovery of attorney's fees and costs should be permitted.
- 4) County indemnification shall specifically be limited to traditional liabilities for which the County could be held liable under common law interpreting the limited waiver of sovereign immunity (i.e. no waiver of sovereign immunity for planning functions or otherwise). Language shall also be included that states that any claim must comply with the procedures found in §768.28, Fla. Stat. for such tort claims.
- 5) County indemnification requires specific individual review through the contract review process which must include, at a minimum, the Clerk of the Circuit Court, the County Attorney's Office, the County Risk Management Department, and the County Administrator's Office.

III. To the extent possible, and after consideration as outlined above, the following language is to be used for the County to indemnify another party (Contractor):

County hereby agrees to indemnify the Contractor for claims brought against the Contractor only to the extent that they are found to result from the sole negligence of the County, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors or third party agents of the County. This indemnification shall not be construed as a waiver of the County's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the County must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII,

section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the County to only those damages caused by County's sole negligence, and specifically not include any attorney's fees or costs associated therewith.

IV. Notwithstanding any contractual authority delegation to the contrary, any indemnification provisions entered into by the County other than that listed in paragraph III. may only be entered into at the specific direction of the County Administrator or his designee, and only after review by the County Attorney's Office. Any indemnity provision entered into pursuant to this subsection IV shall be reported to the Board of County Commissioners in arrears no less than quarterly.

Commissioner Morroni offered the foregoing resolution and moved its adoption, which was seconded by Commissioner Seel, and upon roll call the vote was:

AYES: Duncan, Stewart, Harris, Seel, and Morroni.

NAYS: None.

ABSENT AND NOT VOTING: Welch and Latvala.

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By [Signature] Attorney

PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT FINANCIAL OVERVIEW

1. Construction Phase: ☒ 2. Date: January 15, 2013
3. SWFWMD Amendment #4 ☒

4. Title: Bear Creek Channel Improvements Phase II (PID # 000108)		
5. Anticipated Scope and Description: Phase II improvements include replacement of bridge at La Plaza Avenue, widening and realigning of creek, and stabilizations of side slopes. See PID # 000163A for La Plaza Avenue Bridge reconstruction funds.		
6. YEAR OF CONSTRUCTION START: FY 12		
7. PROJECT BUDGET:	FY 13 Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	\$ 123,980	\$ 753,470
Land/Right of Way/Building Acquisitions		2,625,410
Construction:	3,756,480	6,701,910
Testing	10,000	23,530
Other: Inter-local Agreement Payments, Misc. Materials, etc.		22,340
TOTAL	\$ (1) 3,890,460	\$ (2) 10,126,660
8. FINANCIAL RESOURCES:		
Penny for Pinellas Sales Tax:		\$ 7,872,420
Local Option Gas Tax:		
Transportation Impact Fees:		
Grant(s): SWFWMD (FY12 \$1,676,000)		(3) 2,254,240
Reimbursements:		
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		
Other:		
TOTAL FINANCIAL RESOURCES		\$ (2) 10,126,660
9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽⁴⁾		
Fiscal Year:	FY 14	
New Positions:	NONE	
Number:	N.A.	
Type:	N.A.	
Total Est. Fiscal Impact (Personal Services, Operating Expenses)		\$ 0

(1) Amount represents current FY 13 appropriation and a proposed budget amendment in the amount of \$578,240 from another Physical Environment project.

(2) Amount represents expenditures from prior years, the current Multi - Year Plan's project estimate, and anticipated resources.

(3) SWFWMD grant agreement increased in the amount of \$578,240 to recognize amendment #4.

(4) Does not apply to current phase.

Prepared By Public Works Financial Services, December 28, 2012.