



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** June 18, 2013

**AGENDA ITEM NO.** 10

**Consent Agenda**



**Regular Agenda**



**Public  
Hearing**



**County Administrator's Signature:**

**Subject:**

Cooperative Funding Agreement between the Southwest Florida Water Management District and Pinellas County for Taylor Reservoir Shoreline Restoration.

**Department:**

Parks and Conservation Resources

**Staff Member Responsible:**

Paul Cozzie, Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE AND AUTHORIZE THE CHAIRMAN TO EXECUTE AND THE CLERK TO ATTEST THE COOPERATIVE FUNDING AGREEMENT (CFA) WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) FOR THE TAYLOR RESERVOIR SHORELINE RESTORATION PROJECT.

**Summary Explanation/Background:**

Fifty-three acre Taylor Reservoir, located in Taylor Park, contains a flood control structure on the north shore used to regulate water levels to prevent flooding and control nuisance vegetation. The northern edge (shoreline) of the reservoir has a failing 1,140 foot aluminum seawall that has the potential to ultimately impact this flood control structure. This grant funds the construction of a natural shoreline with a planted littoral shelf targeted to improve water quality, prevent erosion and improve natural systems along the north end of the Taylor Reservoir. Erosion prevention hardening will be performed adjacent to the flood control structure to ensure it remains structurally sound. A wood rail fence will also be installed upland of the project.

Staff and the County Attorney have discussed the indemnification language of Paragraph 10 and agree that it does not increase the liability to the County beyond an acceptable level of risk. The County Administrator has approved the indemnification provisions under his delegated authority.

**Fiscal Impact/Cost/Revenue Summary:**

The estimated cost will be \$1,002,000.00. SWFWMD agrees to fund reimbursements up to a maximum of \$501,000.00.

Pinellas County Funding	\$501,000.00
SWFWMD Funding	\$501,000.00
Total Estimated Cost	\$1,002,000.00

Pinellas County Funding is budgeted in the Capital Improvement Program; Parks, Recreation and Culture, Countywide Parks Project.

**Exhibits/Attachments Attached:**

Contract Review  
CFA Agreement

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP****PROJECT: Taylor Reservoir Shoreline Restoration****CONTRACT NO.: 13C00000038****ESTIMATED EXPENDITURE / REVENUE: 501,000***(Circle or underline appropriate choice above.)*

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:**

Jason: please approve as to form.

Time sensitive to meet first date on contract.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Paul Cozzie	2/14/13	<i>PC</i>	REVIEWERS: Note template changes under Sec 5 and 6 - regarding repayment	<i>DHC - 02/26/13 legal</i>
<b>Risk Mgmt:</b> Virginia Holscher <i>CHS 2-19</i>	2/21/13	<i>UH</i>	Public Entity to Public Entity	<i>DHC</i>
<b>Finance:**</b> Cassandra Williams	2/25/13	<i>CBW</i>		
<b>OMB:**</b> Eric Naughton-	2-26-13	<i>EN</i>		
<b>Legal:</b> Jason Ester	3/5/13	<i>JE</i>	See attached note (A) re: # 10 - Indemnity	<i>att: attached note - approved sign provided by legal</i>
<b>Assistant County Administrator:</b> Mark Woodard	3/11/13	<i>CMW</i>		

Please return to Debbie Chayet By March 1, 2013; Time sensitive.  
All inquiries should be made to Debbie Chayet ext.2-2521.

*Also, other sections the County  
would not normally approve - 5+6*

\*\* See Contract Review Process

COOPERATIVE FUNDING AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
PINELLAS COUNTY  
FOR  
TAYLOR RESERVOIR SHORELINE RESTORATION (N496-2)

THIS COOPERATIVE FUNDING AGREEMENT is made and entered into 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 COUNTY proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of design, permitting and construction of a natural shoreline along the north end of Taylor Reservoir to replace an existing seawall, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COUNTY in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COUNTY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES. Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT: Nancy T. Norton, P.E.  
7601 Highway 301 North  
Tampa, Florida 33637-6759

Project Manager for the COUNTY: Debbie Chayet  
12520 Ulmerton Road  
Largo, Florida 33779-3602

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
  - 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan set forth in Exhibit "A" or, if applicable, the refined budget as set forth in Subparagraph 3.2 below. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.
2. SCOPE OF WORK. Upon receipt of written notice to proceed from the DISTRICT, the COUNTY shall perform the services necessary to complete the PROJECT in accordance with the COUNTY'S Project Plan set forth in Exhibit "A." Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COUNTY prior to being performed by the COUNTY. The COUNTY shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.
3. FUNDING. The parties anticipate that the total cost of the PROJECT will be One Million Two Thousand Dollars (\$1,002,000). The DISTRICT agrees to fund PROJECT costs up to Five Hundred One Thousand Dollars (\$501,000) and shall have no obligation to pay any costs beyond this maximum amount. The COUNTY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT. The COUNTY shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT.
  - 3.1 Any federal, state, local or grant monies received by the COUNTY for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COUNTY shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT.
  - 3.2 The COUNTY may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COUNTY must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to

entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the PROJECT budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COUNTY for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

- 3.3 The DISTRICT shall reimburse the COUNTY for the DISTRICT'S share of the allowable PROJECT costs in accordance with the PROJECT budget contained in the Project Plan set forth in Exhibit "A." The DISTRICT shall reimburse the COUNTY for fifty (50%) percent of all allowable costs in each DISTRICT approved invoice received from the COUNTY, but at no point in time will the DISTRICT'S expenditure amount under this Agreement exceed expenditures made by the COUNTY. Payment shall be made to the COUNTY within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org), or at the following address:

Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 1166  
Brooksville, Florida 34605-1166

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COUNTY to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

- 3.4 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT. The parties also acknowledge that the COUNTY is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the expected resource benefits as set forth in the Project Plan will not be achieved, the DISTRICT shall withhold payments to the COUNTY until such time as the COUNTY demonstrates that the PROJECT shall achieve the required resource benefits.
- 3.5 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, F.S., as may be amended from time to time. The DISTRICT shall not reimburse the COUNTY for any purpose not specifically identified in Paragraph 2, Scope of Work. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COUNTY are not reimbursable

by the DISTRICT and may not be included in the COUNTY'S share of funding contributions under this Agreement.

- 3.6 The DISTRICT has no obligation and shall not reimburse the COUNTY for any costs under this Agreement until construction of the PROJECT has commenced.
- 3.7 Each COUNTY invoice must include the following certification, and the COUNTY hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COUNTY'S matching funds, as represented in this invoice, are directly related to the performance under the Taylor Reservoir Shoreline Restoration (N496-2) agreement between the Southwest Florida Water Management District and Pinellas County (Agreement No. 13C00000038), are allowable, allocable, properly documented, and are in accordance with the approved project budget. The COUNTY has been allocated a total of \$\_\_ in federal, state, local or grant monies for this PROJECT. \$\_\_ has been allocated to this invoice, reducing the DISTRICT'S and COUNTY'S share to \$\_\_."

- 3.8 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement. The COUNTY'S payment of any financial obligation under this Agreement is subject to appropriation by the COUNTY'S Board of legally available funds.

- 4. COMPLETION DATES. The COUNTY shall commence construction of the PROJECT by January 31, 2015, shall complete construction of the PROJECT by January 31, 2016 and shall otherwise meet the task deadlines established in this Agreement, as may be extended by the DISTRICT in accordance with Paragraph 1 of this Agreement. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COUNTY, the COUNTY'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COUNTY is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COUNTY'S obligations provided for in this provision shall be the COUNTY'S sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 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; c) the COUNTY fails to appropriate

sufficient funds to meet the task deadlines, unless extended in accordance with Paragraph 1.1; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a measurable resource benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in Paragraph 6 of this Agreement. Should any of the above conditions exist that require the COUNTY to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in Paragraph 11, Default.

- 5.2 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.
- 5.3 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.
6. OPERATION AND MAINTENANCE. The COUNTY shall be responsible for the perpetual operation and maintenance of the completed PROJECT facilities, to maintain the PROJECT'S aesthetics, to ensure the proper hydraulic operation of the PROJECT, and to conform to all the conditions specified in the environmental permits issued for the PROJECT, in such a manner that the resource benefits required under the Agreement are achieved. In the event the PROJECT is not operated and maintained for a minimum of twenty (20) years, the COUNTY shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT for each year or a fraction thereof for early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
7. CONTRACT PERIOD. This Agreement shall be effective upon execution by the parties and shall remain in effect through March 31, 2016, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COUNTY, whichever occurs first, unless amended in writing by the parties. The COUNTY shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.
8. PROJECT RECORDS AND DOCUMENTS. Upon request by the DISTRICT, the COUNTY shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COUNTY under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party.

9. REPORTS.

- 9.1 The COUNTY shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COUNTY shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT.
- 9.2 Upon request by the DISTRICT, the COUNTY shall provide the DISTRICT with copies of reports, models, studies, maps or other documents resulting from the PROJECT.
- 9.3 The COUNTY shall provide the DISTRICT with the proposed final design in order for the DISTRICT to verify that the proposed design meets the requirements of the Project Plan as set forth in Exhibit "A." The DISTRICT shall provide a written response to the COUNTY within ten (10) business days of receipt of the proposed design either verifying the design meets the requirements of the Agreement or stating its insufficiencies. The COUNTY shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COUNTY shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.
- 9.4 The COUNTY shall provide the reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 To the extent permitted by Florida law, the COUNTY assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify, defend and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or 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.
- 10.2 The COUNTY agrees to indemnify, defend, and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COUNTY'S officers, employees, contractors and agents related to its performance under this Agreement. The DISTRICT shall have the right to approve the COUNTY'S staff attorneys or outside counsel selected by the COUNTY, which approval shall not be unreasonably withheld. This Paragraph 10 shall not be construed as a waiver



of the COUNTY'S sovereign immunity or an extension of COUNTY'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph 10 will 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. nor be construed as consent by the COUNTY to be sued by third parties in any manner arising out of this Agreement.

- 10.3 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. nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.
11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
12. RELEASE OF INFORMATION. The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.
13. DISTRICT RECOGNITION. The COUNTY shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COUNTY shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.
14. PERMITS AND REAL PROPERTY RIGHTS. The COUNTY shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COUNTY for any costs under this Agreement until the COUNTY has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by

the DISTRICT in its sole discretion, the COUNTY shall repay the DISTRICT all monies contributed to the PROJECT.

15. LAW COMPLIANCE. The COUNTY shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COUNTY'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.
16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING. The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COUNTY to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.
  - 16.1 If requested, the DISTRICT shall assist the COUNTY by sharing information to help the COUNTY in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.
  - 16.2 The COUNTY agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as Exhibit "B." The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.
17. ASSIGNMENT. Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.
18. CONTRACTORS. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COUNTY.
19. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the COUNTY is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
21. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COUNTY agrees to include this provision in all subcontracts issued as a result of this Agreement.
22. 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.
23. COMPENSATORY TREATMENT AND MITIGATION. This PROJECT shall not be used by the COUNTY or any other entity as compensatory water quality treatment or wetland mitigation for any projects located within or outside of the contributing drainage basin area.
24. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be in Hernando County, Florida.
25. 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. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a measurable resource benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 5.1.

26. 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 Subparagraph 3.1, and Paragraphs 5, 6, 8, 10, 14, 17, 23 and 25 and any provisions requiring an offset or other continuing resource benefit.
27. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
28. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B."

Exhibit "A" COUNTY'S Project Plan

Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

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EXHIBIT "A"  
COUNTY'S PROJECT PLAN

BACKGROUND:

Pinellas County Parks & Conservation Resources Department operates a flood control structure on 53-acre Taylor Reservoir which is part of the 5,640-acre McKay Creek Basin. McKay Creek flows to Clearwater Harbor, part of the Tampa Bay Estuary. Over 90% of the watershed is urbanized. Land uses include high density residential and urban open space. The Taylor Reservoir control structure regulates water levels to prevent flooding and control nuisance vegetation.

PROJECT OBJECTIVES:

The northern edge of the reservoir has a failing 1,140 foot aluminum seawall that parallels 8<sup>th</sup> Avenue S.W. The PROJECT consists of designing, permitting and constructing a natural shoreline with a planted littoral shelf targeted to improve water quality, prevent erosion and improve natural systems along the north end of the Taylor Reservoir.

PROJECT DESCRIPTIONS/TASKS:

Task 1: Kick-Off Meeting – Within sixty (60) days of Notice to Proceed from the DISTRICT, meet with the DISTRICT to discuss PROJECT approach, conceptual design, schedule, budget, permit considerations and environmental monitoring.

Task 2: Design and Permitting – The COUNTY will contract with a qualified engineering consultant to design and permit the PROJECT. The consultant will prepare construction plans, specifications and detailed cost estimates for the PROJECT.

Task 3: Construction – The COUNTY will contract with a qualified contractor to construct the PROJECT. The COUNTY will provide Construction Engineering and Inspection Management services during project implementation.

Task 4: Record/As-Built Drawings - The COUNTY will provide Record/As-Built drawings and a final report (if required as part of permitting process) for the PROJECT.

MEASURABLE BENEFIT:

Replacement of the seawall with an earthen slope and vegetation combined with construction of a littoral shelf will result in nutrients, from the roadway, to be filtered by the vegetation prior to reaching the waters of the reservoir.

## DELIVERABLES:

- Quarterly Status Reports
- Copy of all required federal, state and local environmental permit application packages and final permits.
- Proposed final design plans and supporting documents
- Construction bid packages (prior to posting)
- Construction contracts (prior to execution)
- Final Record/As-Built Drawings and final report
- Minority/Women Owned and Small Business Utilization Report

## PROJECT SCHEDULE:

Tasks	Description	Dates
1	Project Kick-off Meeting	March 30, 2013
2	Commence Design	September 30, 2013
2	Complete Design	June 30, 2014
3	Commence Construction	January 31, 2015
3	Complete Construction	January 31, 2016
4	Complete Record/As-Built Drawings	January 31, 2016

Additional task deadlines contained in the performance schedules of any consultant and contractor contracts will be incorporated herein by reference.

## PROJECT BUDGET:

Task	Description	DISTRICT	COUNTY	TOTAL
1	Design, Survey and Permitting	\$51,000	\$51,000	\$102,000
2	Construction	\$410,000	\$410,000	\$820,000
3	Construction Engineering and Inspection Services	\$40,000	\$40,000	\$80,000
	TOTAL	\$501,000	\$501,000	\$1,002,000

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**EXHIBIT "B"**  
**MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT**

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

COOPERATOR: _____  AGREEMENT NO.: _____  PROJECT NAME: _____  TOTAL PROJECT COST: _____		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*												
		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE				UNKNOWN	
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID													

\* ☐ Our organization does not collect minority status data.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_