

BOARD OF COUNTY COMMISSIONERS

DATE: January 14, 2014

AGENDA ITEM NO. 11a.

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature: 


Subject:

Cooperative Funding Agreement with Southwest Florida Water Management District for Lake Tarpon Water Quality Management Plan
Agreement No. 14C00000033
County PID No. 001893A

Department:

Department of Environment and Infrastructure 

Staff Member Responsible:

Richard Coates, P. E., Director
Transportation & Stormwater 

Recommended Action:

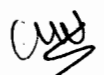
I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE COOPERATIVE FUNDING AGREEMENT WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) FOR THE LAKE TARPON WATER QUALITY MANAGEMENT PLAN, AND AUTHORIZE THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

Lake Tarpon has a surface area of approximately 4 square miles and a watershed of 52 square miles and is the largest freshwater lake in Pinellas County. Lake Tarpon is a SWFWMD Surface Water Improvement and Management (SWIM) priority waterbody. Pinellas County and SWFWMD have worked cooperatively in maintaining and improving the health of the lake since the first lake SWIM plan was developed in 1989. In 1998 Pinellas County and SWFWMD completed the cooperatively funded Lake Tarpon Drainage Basin Management Plan which outlined a series of initiatives to protect the lake from water quality degradation. The plan was approved by the Board on July 27, 1999. Many initiatives from the plan have been implemented but the lake continues to show declines in water quality. The lake is now listed on the state's verified impaired waters list for dissolved oxygen and nutrients.

This Agreement provides a SWFWMD funding match for a diagnostic/feasibility study to update the 1998 plan. The updated study will allow staff to identify the reasons for the continuing decline in water quality and develop strategies to decrease the nutrient loadings to the lake as well as improve the lake water quality and restore and protect the lake's natural resources.

The County Attorney and staff have discussed the indemnification language of Paragraph 10 of this Agreement and agree that it does not increase the liability to Pinellas County beyond an acceptable level of risk.



Fiscal Impact/Cost/Revenue Summary:

County	\$ 350,000
SWFWMD	\$ 350,000
Total	\$ 700,000

Funds are budgeted in the operating budget of DEI's Transportation & Stormwater division, Natural Resources section.

Exhibits/Attachments Attached:

Contract Review Transmittal
Delegated Memo to the County Administrator dated December 5, 2013
Cooperative Funding Agreement

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Cooperative Funding Agreement with Southwest Florida Water Management District for Lake Tarpon Drainage Basin Management Plan

CONTRACT NO.: SWFWMD 14C00000033

ESTIMATED EXPENDITURE / REVENUE: \$350,000
(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:

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: DEI Robert Burnes Paul Berlage Kelli Levy Richard Coates, P.E.	11/13/13 11-13-13 11/13/13 11/13/13	RMB PNB KHL RC	None already addressed delete sentence in BCC memo as shown. BCC on CR	all reviewed 11/14/13 Trina Shisler
Clerk's Finance: Cassandra Williams	11/15/13	CW		
Risk: Virginia Holscher quits 11-18	11/14/13	GH	Public Entity to Public Entity	
OMB: Bill Berger	11/19/13	B	Operating Plan - direct project Indirect project 01893A Expense included in surface water fee budget 12/14/13	
Legal: David McCrea AATF	12/26/13	JMM		
DEI Executive Director: David E. Scott, P.E.	12/10/13	DES		

Please return to Trina Shisler, DEI, ext. 45316

All inquiries should be made to Robert Burnes, DEI, ext 33149

TO: Robert S. LaSala, County Administrator

THROUGH: David E. Scott, P.E., Executive Director
Department of Environment & Infrastructure *RP for DES*

FROM: Richard Coates, P.E., Division Director *RC*
DEI/Transportation and Stormwater

SUBJECT: Request for Exemption to Pinellas County Resolution No. 06-70 Relating to Contractual Indemnification by the County to the Cooperative Funding Agreement (CFA) with the Southwest Florida Water Management District (SWFWMD) for the Lake Tarpon Water Quality Management Plan (W737)

DATE: December 5, 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 THE CFA WITH SWFWMD FOR THE LAKE TARPON WATER QUALITY MANAGEMENT PLAN.

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 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 through 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. The potential loss of funding from SWFWMD for this project is \$350,000.00.

Approval of this Exemption Request is within the authority of the County Administrator, as delegated by the Board of County Commissioners, pursuant to Resolution No. 06-70.

Recommendation Approved: *Robert S. LaSala* Date: 12/30/13
Robert S. LaSala, County Administrator

Attachment:
Resolution No. 06-70

*RP
for
DES*

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 _____ Attorney

COOPERATIVE FUNDING AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
LAKE TARPON WATER QUALITY MANAGEMENT PLAN (W737)

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, Lake Tarpon is a DISTRICT Surface Water Improvement and Management (SWIM) Priority Waterbody, and the COUNTY and the DISTRICT have been working together to protect and improve water quality and natural systems in Lake Tarpon since the first SWIM Plan was prepared in 1989; and

WHEREAS, the project consists of a diagnostic/feasibility study to update the 1998 cooperatively funded Lake Tarpon Drainage Basin Management Plan to understand the continuing decline in water quality and develop strategies to decrease nutrient loading to the lake, 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:
Lizanne Garcia
SWIM Program
Southwest Florida Water Management District
7601 US Highway 301 North
Tampa, FL 33637

Project Manager for the COUNTY:
Robert Burnes
Watershed Management
Pinellas County
22211 US Hwy 19 North
Clearwater, FL 33756

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 3.4 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, including the hiring and supervising of any consultants or contractors it engages.
 - 2.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
 - 2.2 The parties acknowledge that the PROJECT is a diagnostic/feasibility study. The parties recognize that during the course of study, alternatives may be determined to not be feasible due to cost, water quality, permitability, or other pertinent considerations. The COUNTY shall cease work on alternatives determined to not be feasible. The COUNTY may request reallocating funds to another alternative in accordance with Paragraphs 1.2 or 2 of this Agreement. The approval of such request for reallocation of funds shall be in the DISTRICT'S sole discretion.
3. FUNDING. The parties anticipate that the total cost of the PROJECT will be Seven Hundred Thousand Dollars (\$700,000). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 3.1 below and anticipates funding PROJECT costs up to Three Hundred Fifty Thousand Dollars (\$350,000), and shall have no obligation to pay any costs beyond this anticipated

maximum amount. The COUNTY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 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 recognizes that the DISTRICT has approved \$100,000 for the PROJECT through Fiscal Year 2014. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The COUNTY'S payment of any financial obligation under this Agreement is subject to appropriation by the COUNTY'S Board of legally available funds.
- 3.2 The COUNTY shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COUNTY for the DISTRICT'S share of allowable PROJECT costs in accordance with the PROJECT budget contained in the Project Plan set forth in Exhibit "A." Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COUNTY shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COUNTY for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COUNTY for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COUNTY, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COUNTY. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals.
- 3.3 Unless otherwise stated in this Agreement, 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.
- 3.4 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. The DISTRICT shall provide a written response to the COUNTY within fifteen (15) business days of receipt of the solicitation or 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.

- 3.5 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, or at the following address:

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

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COUNTY for contingency expenses within a reasonable time to accommodate the process provided for in Section 3.2 of the Agreement.

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.

- 3.6 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 "Measurable Benefit"). 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 Measurable Benefit, 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.
- 3.7 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.
- 3.8 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 Lake Tarpon Water Quality Management Plan (W737) agreement between the Southwest Florida Water Management District and Pinellas County (Agreement No. 14C00000033), are allowable, allocable, properly documented, and are in accordance with the approved project budget. This invoice includes \$___ of contingency expenses. 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 \$___."

- 3.9 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COUNTY will continue to perform the PROJECT work in accordance with the Project Plan. The COUNTY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Executive Director. The DISTRICT'S Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COUNTY'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the COUNTY concerning the dispute.
4. COMPLETION DATES. The COUNTY shall commence the PROJECT by December 31, 2013, shall complete the PROJECT by March 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, including failing to meet the Measurable Benefit, as it may be modified in accordance with Paragraph 2.2; 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 Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term 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 Notwithstanding the above, the parties acknowledge that if the completed PROJECT fails to meet the Measurable Benefit specified in this Agreement, the COUNTY may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.
 - 5.3 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.
 - 5.4 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. CONTRACT PERIOD. This Agreement shall be effective December 1, 2013 and shall remain in effect through August 1, 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.
 7. 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 five (5) 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.
 8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COUNTY, jointly.

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 all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. The COUNTY shall submit all water resource data collected under this Agreement to the DISTRICT for upload to DISTRICT databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code (F.A.C.).
- 9.3 The COUNTY shall provide the data, 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 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 implementation of the PROJECT; provided, however, that the COUNTY shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. 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 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.
- 10.3 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.

10.4 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. 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.
15. 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.

- 15.1 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.
- 15.2 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.
16. 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.
17. 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.
18. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
19. 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.
20. 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 contracts issued as a result of this Agreement.

21. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be in Hernando County, Florida.
22. 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 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.
23. 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 3.3 and 9.2, and Paragraphs 5, 7, 8, 10, 16 and 22 and any provisions requiring an offset or other continuing resource benefit.
24. 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.
25. 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

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Robert R. Beltran, P.E., Executive Director Date

PINELLAS COUNTY

By: _____
Kenneth T. Welch, Chairman Date
Board of County Commissioners

Approved as to form:

Attest: Ken Burke, Clerk of the Circuit Court

By: Joseph A. Monney
Pinellas County Attorney

By: _____
Deputy Clerk

COOPERATIVE FUNDING AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
LAKE TARPON WATER QUALITY MANAGEMENT PLAN (W737)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>masm</u>	<u>10/29/13</u>
RISK MGMT	<u>n/a</u>	
CONTRACTS	<u>[Signature]</u>	<u>11/01/13</u>
BUREAU CHIEF	<u>[Signature]</u>	<u>11/5/13</u>
DIRECTOR	<u>THAN</u>	<u>11/5/13</u>
GOVERNING BOARD	<u>n/a</u>	

EXHIBIT "A"
COUNTY'S PROJECT PLAN
LAKE TARPON WATER QUALITY MANAGEMENT PLAN
AUGUST 29, 2013

1. GENERAL

1.1 PROJECT BACKGROUND

Lake Tarpon (Lake) has a surface area of approximately 4 square miles and a watershed of 52 square miles and is the largest freshwater lake in Pinellas County (Figure 1). The Lake is a DISTRICT Surface Water Improvement and Management (SWIM) Priority Waterbody and the COUNTY and DISTRICT have worked cooperatively in maintaining and improving the health of the Lake since the first Lake SWIM Plan was developed in 1989.

In recent years, the Lake and its associated natural resources have begun to exhibit signs of ecological stress. In 1998 the DISTRICT and COUNTY completed the cooperatively funded Lake Tarpon Drainage Basin Management Plan (DBMP) and outlined a series of initiatives to protect the Lake from water quality degradation. Many initiatives from the DBMP have been implemented but the Lake continues to show declines in water quality. The Lake is now listed on the state's verified impaired waters list for Dissolved Oxygen and Nutrients (historic Trophic State Index). Additionally, the remaining capital improvements identified in the 1998 DBMP have been determined to be infeasible for implementation.

1.2 PROJECT DESCRIPTION

The PROJECT involves incorporating existing information and potentially collecting additional data likely to include water and sediment quality and biological assessments of the Lake and shoreline and its tributaries. Included as part of the Water Quality Management Plan (WQMP), the COUNTY will update or develop open source hydrologic and hydraulic models, as well as open source deterministic watershed loading and water quality response models, for the Lake Tarpon Watershed and the Lake to develop a water quality baseline and evaluate alternatives and BMPs that could be used to address the listed impairments for the Lake. The COUNTY shall identify Best Management Practices (BMPs) or projects that could be implemented to improve water quality and habitat in the Lake Tarpon Watershed.

1.3 PROJECT OBJECTIVES

The overall objective of the PROJECT is to gain a greater understanding of the continued decline in water quality within the Lake and to develop strategies to reduce nutrient loadings to the Lake, to improve Lake water quality, and to restore and protect the Lake's natural resources. More specifically the PROJECT will develop a

WQMP for the Lake Tarpon Watershed. The WQMP will support an update of the DISTRICT'S Lake Tarpon SWIM Plan and development of Basin Management Action Plans (BMAPs) that may be developed to address any adopted total maximum daily loads (TMDLs) in the watershed.

2. PROJECT TASKS

- 2.1 The first principal task of the PROJECT is to perform a watershed and water quality evaluation that will allow for a better understanding of the complexity of the system in its current state and provide a water quality baseline. This will be accomplished through review of existing water quality and biological data for the Lake and its watershed and as needed additional resource monitoring to update or develop deterministic watershed and water quality response models, including hydrologic and hydraulic modeling, run-off and nutrient loading estimates, and watershed status.

Much of Task 2.1 will be accomplished by utilizing the extensive ambient water quality data that the COUNTY has collected. The watershed evaluation shall also include consideration of the watershed study of Brooker Creek (Johnson 2010), the primary tributary to the Lake, and the review of the previous Lake Tarpon DBMP (Robison 1998).

- 2.1.1 The COUNTY will conduct a surface water resource assessment inventory (both quantity and quality). The surface water resource assessment inventory will rely on data from the COUNTY'S current water quality monitoring program. The COUNTY will determine whether additional data collection is necessary to support the deterministic models to be developed for the WQMP, with additional data collection being the responsibility of the COUNTY. If it is determined that additional data collection is needed, the COUNTY will prepare a Data Collection Plan that describes the proposed new data collection and study activities as well as the cost and schedule for those efforts.

2.1.1.1 Water Resource Data, if collected.

The electronic data deliverables from this agreement must be submitted to Catherine Wolden, Water Quality Monitoring Program Manager, ext. 2115, for uploading to the District's Water Management Information System (WMIS) database and the Florida Department of Environmental Protection's water quality database.

The COUNTY shall submit all water resource data collected under this Agreement to the DISTRICT within six (6) months of collection in a standardized electronic format (available from the DISTRICT). Water quality data shall be submitted in a standardized electronic format (available from the DISTRICT) in accordance with Rule 62-40.540, F.A.C. and shall include the required data elements set forth in Rules 62-160.240 and 62-160.340 F.A.C.

Monitoring or collection of water resource data includes all field and laboratory data collected at groundwater or surface water stations.

Groundwater includes, but is not limited to, the monitoring or collection of lithologic/geophysical, aquifer-test, water quality, water level, or biological data from test wells, observation wells, private wells, public supply wells, monitoring wells, springs, agricultural wells, or permit compliance wells. Surface water includes, but is not limited to, the monitoring or collection of water quality, biological, water level, discharge/flow, or sediment data from lakes, streams, rivers, estuarine or offshore marine sites, canals, retention ponds or storm water ponds.

Water resource data also includes rainfall or other meteorological data, land survey data, elevation data, aerial imagery and other remotely-sensed data, and geographic information system (GIS) mapping data.

Laboratories generating water resource data for submission to the DISTRICT must hold certification from the Department of Health - Environmental Laboratory Certification Program as required under Rule 62-160.300 F.A.C. All field sampling organizations collecting water resource data shall follow the applicable field collection, quality control, and record-keeping requirements described in DEP-SOP-001/01 (March 31, 2008), Rule 62-160.800 F.A.C., unless specifically exempted by the DISTRICT.

The COUNTY shall obtain a Site Identifier (SID) from the DISTRICT'S Contract Manager for all sites before collecting data from the sites, so that samples and readings can be correctly tagged and identified.

The COUNTY shall contact the appropriate DISTRICT Contract Manager for specific monitoring protocols and requirements.

The COUNTY shall permit the DISTRICT, the FDEP, or any consultant operating on behalf of the DISTRICT or FDEP, to conduct periodic audits of field and laboratory procedures or records to determine if approved protocols are being followed in accordance with Rule 62-160.650 F.A.C.

2.1.1.2 GIS Deliverable Requirements, if collected.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (2007) including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an Esri ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata. All metadata must pass through the USGS metadata parser at <http://geo-nstdi.er.usgs.gov/validation/> with no errors.

- 2.1.2 The COUNTY will prepare a Watershed and Water Quality Evaluation Report that includes: a literature review and summary of prior applicable studies for the Lake; a review and compilation of existing water quality/quantity data, previous modeling efforts, and natural systems data for the Lake and surrounding watershed(s); identification and quantification of potential pollutant sources; identification of data gaps and additional data collection efforts conducted to fill those gaps; and water quality protection goals for the Lake and associated natural systems.
 - 2.1.3 The COUNTY will prepare a Modeling Plan that describes the potential open source deterministic models that were considered, the selection process used to evaluate and justify new modeling approaches, and the final models selected.
 - 2.1.4 The COUNTY will develop, calibrate and validate open source deterministic watershed loading and hydrodynamic/water quality response models for the Lake and its watershed. The model(s) will consider variations and modifications in nutrient inputs, hydrologic inputs, and internal recycling processes; and will be used to assess the net water quality and biological response (e.g. algal abundance, dissolved oxygen conditions, trophic state index, FDEP derived numeric nutrient concentration criteria, and locally-appropriate water quality targets) to application of projects or BMPs identified in Task 2.2.
- 2.2 The second principal task will be to develop a WQMP that will summarize the existing conditions in the Lake, use the models developed under Task 2.1 to, provide updated surface water and nutrient loading estimates to the Lake, perform alternatives analysis to identify, evaluate, and recommend several projects or BMPs to improve water quality in the Lake and tributaries to the Lake. These BMPs will include but not be limited to recommendations for reducing nutrient sources (sediment removal, stormwater treatment, etc.) both in the Lake and prior to entering the Lake. BMPs shall also address hydrologic and hydraulic issues identified within the watershed. Identified BMPs will include a conceptual design, project costs and removal rates. As part of this task, the COUNTY shall update the water and nutrient budgets for the Lake.

3. MEASURABLE BENEFIT

The PROJECT will result in a diagnostic/feasibility study for a SWIM Priority Waterbody that will look at a 52 square mile regional watershed. The Lake and its watershed are impaired for nutrients. The study will identify several projects and programs improve water quality and natural systems. Water quality and natural systems will be improved upon the implementation of the recommended actions, separate to this Agreement.

4. PROJECT DELIVERABLES

- 4.1 Quarterly Status Reports
- 4.2 Draft and Final agreements between the COUNTY and the consultant
- 4.3 Minority/Women Owned and Small Business Utilization Report
- 4.4 Watershed and Water Quality Evaluation
 - 4.4.1 Watershed and Water Quality Evaluation Report consistent with Task 2.1.2
 - 4.4.2 Draft Modeling Plan for verification by the DISTRICT that the proposed models are adequate to carry out Task 2.2
 - 4.4.3 Final Modeling Plan
- 4.5 Water Quality Management Plan
 - 4.5.1 Final Watershed and Water Quality Response Model(s) – The COUNTY will deliver to the DISTRICT fully executable model(s), all input files and a user's manual. This deliverable will include all geospatial water quality and other databases in the same format as used for model development and execution.
 - 4.5.2 Two copies of the Draft WQMP consistent with Task 2.2 for review and comment by the District
 - 4.5.3 Two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This includes the Watershed and Water Quality Evaluation Report and the Final Lake Tarpon WQMP.
- 4.6 Water Resource Data

5. PROJECT SCHEDULE

Task	Commence Date	Completion Date
Consultant Notice to Proceed	12/31/2013	12/31/2013
Surface Water Resource Assessment Inventory and Data Collection Plan	12/31/2013	03/31/2014
Data Collection	12/31/2013	10/30/2014
Watershed and Water Quality Evaluation Draft Report	12/31/2013	12/31/2014
Modeling Plan	12/31/2013	12/31/2014
Watershed and Water Quality Evaluation Final Report	12/31/2014	03/31/2015
Watershed and Waterbody Modeling	12/31/2014	08/31/2015
Water Quality Management Plan Draft	12/31/2014	12/31/2015
Water Quality Management Plan Final	12/31/2015	03/31/2016

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

6. PROJECT FUNDING AND BUDGET

Fiscal Year funding:

	FY2014	FY2015	FY 2016	TOTAL
DISTRICT	\$100,000	\$175,000	\$75,000	\$350,000
COUNTY	\$100,000	\$175,000	\$75,000	\$350,000
Total	\$200,000	\$350,000	\$150,000	\$700,000

Project Budget:

TASK	DISTRICT	COUNTY	TOTAL
Watershed and Water Quality Evaluation	\$225,000	\$225,000	\$450,000
Water Quality Management Plan	\$125,000	\$125,000	\$250,000
Total	\$350,000	\$350,000	\$700,000

7. REFERENCES

Johnson, Robert E. "Brooker Creek Watershed Alternative BMP Analysis." Final Technical Report, 2010.

Robison, Douglas and Hans Zarbock. "The Lake Tarpon Drainage Basin Management Plan." Final Technical Report, 1998.

Figure 1

Lake Tarpon Watershed

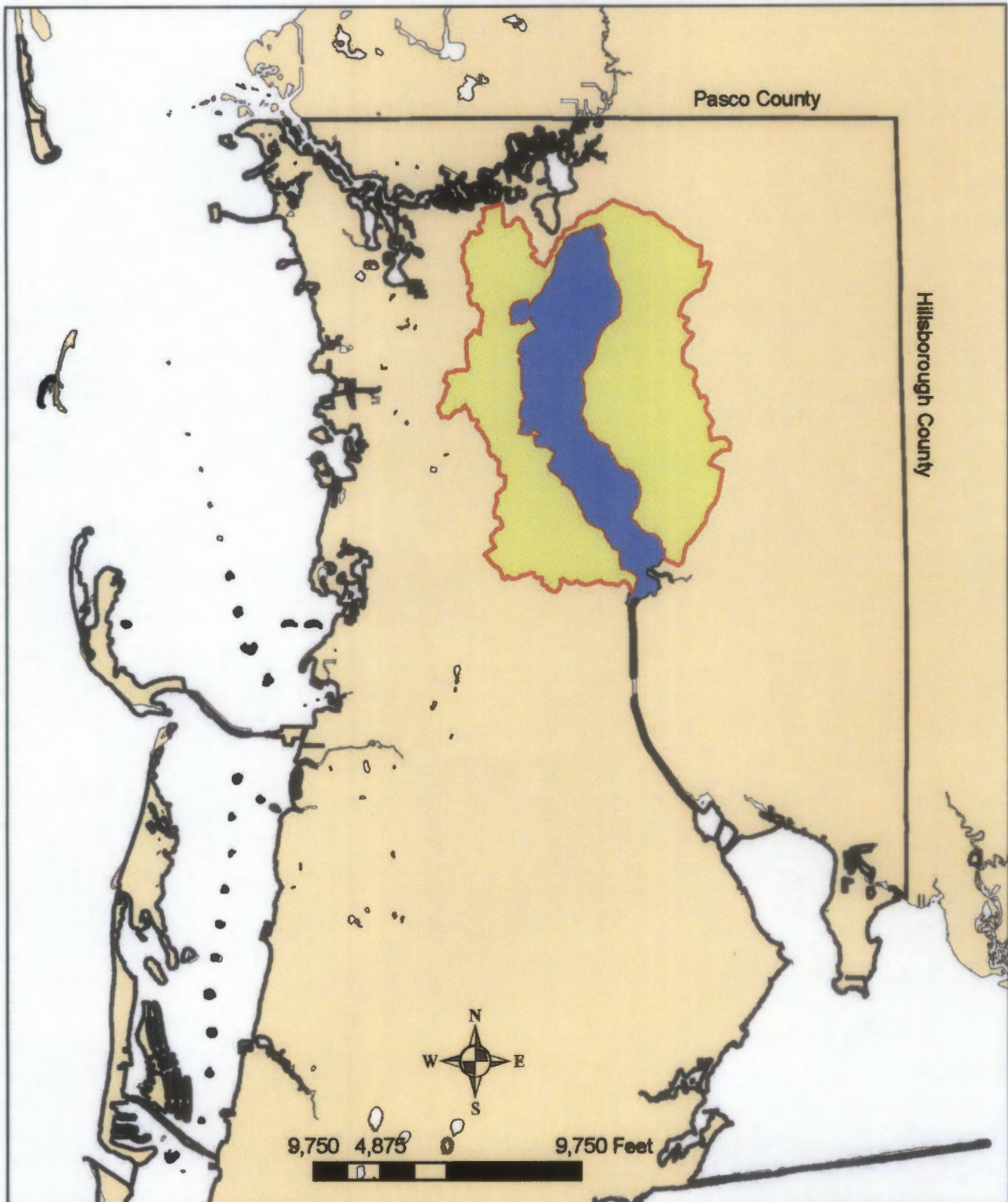


EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

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