



BOARD OF COUNTY COMMISSIONERS

DATE: September 23, 2014

AGENDA ITEM NO. 10

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

 **County Administrator's Signature:** 

Subject:

Cooperative Agreement with the Southwest Florida Water Management District (SWFWMD) for Mobbly Bayou Habitat Restoration Project (D052)

Department:

Parks and Conservation Resources

Staff Member Responsible:

Paul Cozzie, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE COOPERATIVE FUNDING AGREEMENT WITH SWFWMD FOR THE MOBBLY BAYOU WILDERNESS PRESERVE HABITAT RESTORATION PROJECT.

I FURTHER RECOMMEND THAT UPON APPROVAL, THE CHAIR SIGN AND THE CLERK ATTEST.

Summary Explanation/Background:

The cooperative agreement between SWFWMD and the County consists of the design, environmental permitting, and construction of a habitat restoration on County owned and/or managed portions of the Mobbly Bayou Preserve. The County is the lead party to the project and is responsible for hiring and supervising consultants and contractors, while SWFWMD is responsible for funding.

The Mobbly Bayou Preserve is approximately 380 acres on the shores of Upper Tampa Bay. The County and City of Oldsmar (City) share management responsibilities for the Preserve. Generally, the County is responsible for managing the natural resources and the City for managing the recreation and public use. The Interlocal Agreement for Mobbly Bay Public Lands Management defining these responsibilities was signed in March 28, 1998 and amended on April 5, 2001 and June 21, 2004.

Many areas within the Preserve have been impacted by encroachment of exotic vegetation and dredge and filling. The project will focus on the restoration and enhancement of stream and waterway (tidal creeks) and mangrove dominated tidal habitats by recontouring spoil mounds created when ditches were dredged. This will allow new mangrove swamp habitat to become established, and will restore tidal movement to enhance existing mangrove swamp and open water habitats.

This project has been modified from the original agreement (W329) in 2003 (amended 2007 and 2008), due to changes to the project and scope. The project has been revised to ensure the Florida Department of Transportation mitigation requirements and habitat restoration needs are met based on existing field conditions. All restoration will occur on County owned and/or managed lands.

Fiscal Impact/Cost/Revenue Summary:

The total cost of the project is anticipated to be \$1,100,000. Funds are budgeted in Capital Improvement Program Environmental Conservation Projects, Mobbly Bay Habitat Restoration. The County will be reimbursed up to \$1,100,000 by SWFWMD's Florida Department of Transportation Mitigation Program. If needed, the County agrees to provide any funds necessary for the satisfactory completion of this project beyond the agreed amount. However, it is not anticipated that any additional funding will be necessary.

Exhibits/Attachments Attached:

Contract Review Transmittal Slip

Cooperative Agreement between SWFWMD and County for Mobbly Bayou Habitat

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**CATS #40453**

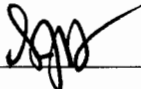

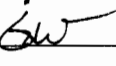

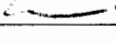

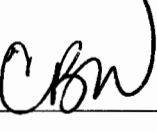



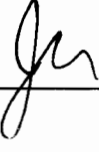

PROJECT: Cooperative Agreement between the Southwest Florida Water Management District and Pinellas County for Mobbly Bayou Habitat Restoration Project (D052)

CONTRACT NUMBER: n/a **ESTIMATED EXPENDITURE/REVENUE:** n/a

In accordance with the policy guide for Contract Administration, the attached documents are submitted for your review and comment

Upon completion of your review, please complete the Contract Review Transmittal Slip below and forward to the next Review Authority on the list. Please indicate suggested changes by revising, in **RED**, the appropriate section of the documents to reflect the exact wording of the desired change.

OTHER SPECIFICS RELATING TO THE CONTRACT: New contract was developed by SWFWMD as State mandates reduced the project to only restoration work required for FDOT mitigation requirements. City of Oldsmar was also removed as no work will be done within the property that is not either owned or managed by Pinellas County. Pinellas County and the City of Oldsmar have an interlocal agreement for management of Mobbly Bayou Preserve parcels. Original agreement and two addendums are included for historical reference.

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	SIGNATURE	COMMENTS	COMMENTS REVIEWED AND INCORPORATED (ORIGINATOR'S INITIALS & DATE)
Originators:	Steve Harper	5/16/14			
	Paul Cozzie	5/16/14			
Risk Mgmt.:	Virginia Holscher	5/20/14		PE -> P Entity	 6/22/14
OMB:	Bill Berger	6/10/14		CIP budget to be adjusted (per, not 0000000000)	 6/22
Finance:	Cassandra Williams	6/19/14			 6/22 - forward in
Legal:	Miles Belknap	7/30/14		Forward P3-4 to Purchasing Dept for any related procurements	 8/22 - SWFWMD City meeting to determine if meeting with Pinellas in accordance with 250-06-07 (attached)
Asst. County Admin.:	Joe Lauro	7/30/14		see page 5 - how can County commence project by June 5 2014?	See memo  8/22

COOPERATIVE AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
MOBBLY BAYOU HABITAT RESTORATION PROJECT (D052)

This COOPERATIVE 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 Florida Department of Transportation Mitigation Program and

WHEREAS, the project consists of the design, environmental permitting, and construction of a habitat restoration project on the Mobbly Bayou Preserve located at 423 Lafayette Boulevard, Oldsmar, Florida, 34677, 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; and

WHEREAS, DISTRICT funding for the PROJECT includes funds from the Florida Department of Transportation (FDOT), Catalog of State Financial Assistance number: CSFA 55.031.

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:	Aaron Brown, Environmental Scientist Southwest Florida Water Management District 7601 Highway 301 North Tampa, Florida 33637-6759 (813) 985-7481 Ext. 2209
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Project Manager for the COUNTY:	Lisa Baltus Pinellas County Parks and Conservation Resources 12520 Ulmerton Road Largo, FL 33774 (727) 582-2100
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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, 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 One Hundred Thousand Dollars (\$1,100,000). The DISTRICT agrees to fund PROJECT costs up to One Million One Hundred Thousand Dollars (\$1,100,000) 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.
 - 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'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.
- 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 this 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 expected 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 The DISTRICT has no obligation and shall not reimburse the COUNTY for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COUNTY'S contractor.
- 3.9 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 Mobbly Bayou Habitat Restoration Project (D052) agreement between the Southwest Florida Water Management District and Pinellas County (Agreement No. 13CS0000005), 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 \$____.
- 3.10 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 June 30, 2014 and shall complete construction of the PROJECT by October 31, 2015 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; 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, 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 12, 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. OPERATION AND MAINTENANCE. After construction is completed, the COUNTY shall operate, use and maintain the PROJECT for a minimum of fifty (50) years, in such a manner that the Measurable Benefit required under the Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COUNTY shall repay the DISTRICT an amount of two percent (2%) of total DISTRICT monies contributed to the PROJECT for each year or a fraction thereof for the 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.
- 6.1. The COUNTY shall provide the DISTRICT with an operation and maintenance plan that meets the requirements of this provision. Every two (2) years following the completion of the PROJECT, the COUNTY shall submit to the DISTRICT a report describing the operations and maintenance activities that took place during the reporting period and shall certify the Measurable Benefit set forth in the Project Plan has been met.
- 6.2. The DISTRICT retains the right to audit any certification and the COUNTY shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been met.
7. FLORIDA SINGLE AUDIT ACT. Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, F.S. The COUNTY is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements set forth in Exhibit "C." The COUNTY must also use the Florida Single Audit Act Checklist For Non-State Organizations - Recipient/Subrecipient vs. Vendor Determination (Attachment 2 of Exhibit "C"), to evaluate the applicability of the FSAA to non-state organizations to which the COUNTY provides State resources to assist in carrying out activities related to this Agreement.
8. CONTRACT PERIOD. This Agreement shall be effective March 1, 2012 and shall remain in effect through June 30, 2020, 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.
9. 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.

10. REPORTS.

- 10.1 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.
- 10.2 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.
- 10.3 The COUNTY must ensure that the design of the PROJECT maximizes the resource benefits to the greatest extent practicable. The COUNTY shall provide the DISTRICT with the 30%, 60%, and proposed final design, including supporting documentation for review by the DISTRICT, in order for the DISTRICT to verify that the design meets the requirements of this provision. The DISTRICT shall provide a written response to the COUNTY within ten (10) business days of receipt of the design plans and supporting documentation either verifying the design plans appear to meet 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.
- 10.4 The COUNTY shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

11. RISK, LIABILITY, AND INDEMNITY.

- 11.1 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 design, construction, operation, maintenance or 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.

- 11.2 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.
- 11.3 This Paragraph 11 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 11 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.
- 11.4 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. DIVERSITY IN CONTRACTING AND SUBCONTRACTING. The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative 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.
 - 17.1 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.
 - 17.2 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.
18. 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.

19. 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.
20. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
21. 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.
22. 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.
23. DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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. The COUNTY agrees to include this provision in all contracts issued as a result of this Agreement.
24. 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.

25. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be in Hernando County, Florida.
26. 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.
27. 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 Paragraphs 5, 6, 9, 11, 15, 18, 25 and 26 and any provisions requiring an offset or other continuing resource benefit.
28. 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.
29. 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 "C," 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
Exhibit "C"	Special Audit Requirements

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

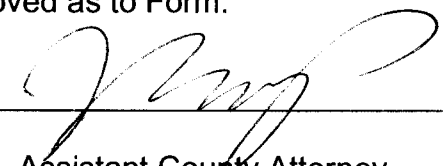
By:  4/2/14
Robert R. Beltran, P.E., Executive Director Date

PINELLAS COUNTY

By: _____
Karen Williams Seel, Chair Date
Board of County Commissioners

Approved as to Form:

Attest:

By: 
Assistant County Attorney
Board of County Commissioners

By: _____
Ken Burke, CPA
Clerk of the Circuit Court

COOPERATIVE AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
MOBBLY BAYOU HABITAT RESTORATION PROJECT (D052)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>MBM</u>	<u>2/7/14</u>
RISK MGMT	<u>gld</u>	
CONTRACTS	<u>[Signature]</u>	<u>02/13/14</u>
BUREAU CHIEF	<u>Ed</u>	<u>2/27/14</u>
DIRECTOR	<u>MAU</u>	<u>3/31/14</u>
GOVERNING BOARD	<u>2/4</u>	

EXHIBIT "A"
COUNTY'S PROJECT PLAN

Project Background:

The Mobbly Bayou Preserve is comprised of 396 acres located in the City of Oldsmar, in Pinellas County, at the extreme northern end of Upper Tampa Bay. Pinellas County is responsible for managing the natural areas of the Preserve. The Preserve has diverse upland and wetland habitats critical for a wide variety of wildlife species. However, these habitats have been impacted by the construction of mosquito ditches and ponds.

Project Description:

This PROJECT will focus on the restoration and enhancement of stream and waterway (tidal creeks) and mangrove dominated tidal habitats by recontouring using a technique known as hydro-blasting to reduce the spoil mounds created when the ditches were dredged. This work will allow new mangrove swamp habitat to become established and will restore tidal movement and duration of tidal inundation thereby enhancing existing mangrove swamp and open water habitats. This restoration PROJECT will improve and restore habitat functions within the Preserve. In accordance with 373.4137, Florida Statute, the environmental benefit of this PROJECT will be used to satisfy state and federal permit requirements to offset 9.56 acres of mangrove forest impacts associated with FDOT road improvement projects adopted into the FDOT Mitigation Program.

Project Tasks:

The COUNTY will be the lead entity and will perform the following tasks to restore and enhance habitat functions for a minimum of 68 acres of mangrove forest and 3 acres of stream and waterway habitats.

I. Design and Permitting

1. Attend at least one meeting with the DISTRICT prior to beginning the PROJECT to finalize the habitat creation and enhancement locations and methods, the UMAM evaluations that demonstrate PROJECT objectives will be met, and the PROJECT schedule.
2. Complete the PROJECT design, environmental permitting, and preparation of contract documents.

II. Construction

1. Construct the PROJECT in accordance with the bid documents.
2. Provide the DISTRICT with "As-Built" construction drawings.

3. Provide any PROJECT reporting and water quality monitoring during construction that may be required by the permitting agencies.

III. Construction Engineering and Inspection Services

1. Monitor all phases of construction by means of survey, observations, and materials testing and perform construction engineering and inspection to give reasonable assurance that the construction work will be performed in accordance with the plans and specifications set forth in the contract between the COUNTY and its contractor.

IV. Post-Construction Maintenance

1. Conduct semi-annual evaluations of restoration and enhancement sites following construction completion for a period of 5 years to document conditions. Documentation includes but is not limited to desirable and exotic/nuisance plants species lists and estimate of coverage, wildlife usage, description of any maintenance or management activities performed, and representative photographs. Documentation of semi-annual site evaluations shall be compiled into a report submitted to the DISTRICT annually. Through this time frame, maintenance shall be conducted as-needed to control the regeneration of the exotic and nuisance vegetation.

Measurable Benefit:

- Restoration of 10-15 acres of mangrove forest
- Enhancement of 53-84 acres of mangrove forest
- Enhancement of 3 acres of stream and waterways

Deliverables:

- Quarterly Status Reports
- 30%, 60%, and Proposed Final Design Plans
- Technical Specifications and Bidding Documents
- Construction Permits
- Copy of all required federal, state, and local environmental permit application packages, final permits, and any reporting and water quality monitoring data that may be required by the permitting agencies
- Bid Tabulation
- Copy of Contract with consultant and contractor
- Copy of Notice-To-Proceed to contractor
- One copy of a summary of the construction quality assurance data, construction record drawings and permit related submittals
- Two (2) sets, electronic and hardcopy, of any final reports
- As-Built Drawings
- Information and documents to support UMAM evaluations
- Yearly Report of semi-annual evaluations (every 6 months) for five years post-construction

- Annual Report of long-term maintenance activities
- Minority/Women Owned and Small Business Utilization Report
- Operation and Maintenance Plan
- Bi-annual Operation and Maintenance Report

Project Schedule:

DESCRIPTION	COMMENCE	COMPLETE
Design & Permitting	06/30/14	10/31/14
Construction	02/28/15	10/31/15
Construction Engineering and Inspection	02/28/15	10/31/15
Post-Construction Maintenance	11/01/15	02/01/20

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

Project Budget:

DESCRIPTION	DISTRICT	COUNTY	TOTAL
Design and Permitting	\$53,000	\$0	\$53,000
Construction	\$970,000	\$0	\$970,000
Construction Engineering and Inspection	\$42,000	\$0	\$42,000
Post-Construction Maintenance	\$35,000	\$0	\$35,000
TOTAL	\$1,100,000	\$0	\$1,100,000

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

Projects receiving \$100,000 or more in 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 _____

EXHIBIT "C"
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the DISTRICT to the COUNTY, a subrecipient under this Agreement, may be subject to audits and monitoring as described in this Exhibit.

MONITORING

In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes (F.S.), as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DISTRICT staff, and other procedures. By entering into this Agreement, the COUNTY agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the DISTRICT. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation (FDOT), Chief Financial Officer (CFO), or Auditor General of the State of Florida.

AUDITS

PART I: STATE FUNDED

This part is applicable if the COUNTY is a nonstate entity as defined by Section 215.97(2)(m), F.S.

1. In the event that the COUNTY expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such COUNTY, the COUNTY must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment 1 to this Exhibit indicates the amount of state financial assistance awarded through the DISTRICT by this Agreement. In determining the state financial assistance expended in its fiscal year, the COUNTY shall consider all sources of state financial assistance, including state financial assistance received from the DISTRICT, DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part I, Paragraph 1, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the COUNTY expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the COUNTY expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the COUNTY'S resources obtained from other than state entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), the COUNTY should access the Florida Single Audit Act (FSAA) website located at <https://apps.fldfs.com/fsaa>.

PART II: REPORT SUBMISSION

1. Copies of financial reporting packages required by PART I of this Exhibit shall be submitted by or on behalf of the COUNTY directly to each of the following:

- A. The DISTRICT at the following address:

Accounting and Financial Reporting Manager
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- D. The Department of Transportation at the following address:

Audit Administrator
Office of Inspector General
605 Suwannee Street, MS44
Tallahassee, Florida 32399-0450

2. Any reports, management letters, or other information required to be submitted pursuant to this Exhibit shall be submitted timely in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. The COUNTY, when submitting financial reporting packages for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

PART III: RECORD RETENTION

The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DISTRICT, or its designee, DEPARTMENT, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DISTRICT, or its designee, DEPARTMENT, CFO, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the DISTRICT.

PART IV: RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

The COUNTY, as a subrecipient of state financial assistance, must use the Florida Single Audit Act Checklist For Non-State Organizations - Recipient/Subrecipient Vs. Vendor Determination (Attachment 2), to evaluate the applicability of the FSAA to non-state organizations to which the COUNTY provides State resources to assist in carrying out activities related to this Agreement.

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ATTACHMENT 1

FUNDS AWARDED TO THE COUNTY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the COUNTY Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
55100000	State	2007-11	55.031	Mitigation Water Management Districts	\$1,100,000	088849
Total State Resources Awarded:					\$1,100,000	
DISTRICT Resources Awarded to the COUNTY Pursuant to this Agreement:					\$0	
Total Award:					\$1,100,000	

For each program identified above, the COUNTY shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa>]. The services/purposes for which the funds are to be used are included in the Agreement scope of work. Any match required by the COUNTY is clearly indicated in the Agreement.

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ATTACHMENT 2

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS - RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Department of Financial Services website (<https://apps.fldfs.com/fsaa>).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now.
(Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations¹ after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97 (2)(t), F.S.). This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

¹ A non-state organization is defined as a nonprofit organization, for-profit organization (including sole proprietors), or Florida local government (excluding district school boards, charter schools and community colleges), which receives State resources.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-state Organization: _____

Type of Non-state Organization: _____

(i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)

Awarding Agency: _____

Title of State Project: _____

Catalog of State Financial Assistance (CSFA) Number: _____

Contract/Grant/Agreement Number: _____

PART A

YES	NO	
___	___	1. Is the non-state organization a district school board, charter school, community college, government/public university outside of Florida or a Federal agency?
___	___	2. Is the relationship with the non-state organization only to procure commodities (as defined in 287.012(5) F.S.)?
___	___	3. Does the relationship with the non-state organization consist of only Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs?
___	___	4. Does the relationship with the non-state organization consist of only State maintenance of effort (MOE) ² resources that meet all of the following criteria?
___	___	A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?
___	___	B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
___	___	C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?

² MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking).

If any of 1-4 above is yes, the recipient/vendor relationship determination does not need to be completed because the FSAA is not applicable to the non-state organization.

PART B

Recipient/Vendor Relationship Determination:

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement, or application.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Does State law or legislative proviso create the non-state organization to carry out this State Project? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Is the non-state organization required to provide matching resources not related to a Federal Program? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.) |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc. Performance measures may or may not be related to State performance-based budgeting.) |

If any of the above is yes, there is a recipient/subrecipient relationship and the non-state organization is subject to the FSAA. Otherwise the non-state organization is a vendor and is not subject to the FSAA.

PART C

Based on your analysis of the responses above and discussions with appropriate agency personnel, state your conclusion regarding the non-state organization:

(Check one) Recipient/Subrecipient: _____ Vendor: _____ Exempt Organization: _____

Comments: _____

Print Name: _____ Telephone Number: _____

Title: _____

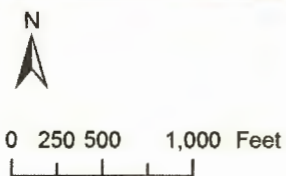
Signature: _____ Date: _____

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.

If a recipient/subrecipient relationship exists the standard contract audit language, including Attachment 1, must be included in the document that established the State's, recipient's, or subrecipient's relationship with the non-state organization.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Department of Financial Services, Bureau of Auditing at (850) 413-3060. Reference may be made to Rule 69I-5, FAC.



Mobbly Bayou Preserve Potential Unit for Mangrove Restoration and Enhancement

16 Sept 2014

This map was created by Pinellas County Department of Parks and Conservation Resources using the best available sources. This map is a graphical representation of land and/or planimetric data for use as a visual aid for planning purposes only. These data may not have been collected and/or certified under the supervision of a licensed Professional Surveyor and Mapper. Pinellas County makes no warranty as to the accuracy of the data contained within this map. Please consult a licensed professional land surveyor in any matter involving property boundaries.