

COOPERATIVE FUNDING AGREEMENT (Type 3)  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
PINELLAS COUNTY  
FOR  
PINELLAS COUNTY CHESNUT PARK ASR AND AQUIFER RECHARGE (Q142)

THIS COOPERATIVE FUNDING AGREEMENT (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 "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of 30% design of this aquifer storage and recovery (ASR) and aquifer recharge (AR) project to divert excess surface water from Lake Tarpon, and post-30 design services and construction of the AR well up to the approved funding of this Agreement if the third-party review of the 30% design is approved by the DISTRICT Governing Board, 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 COOPERATOR in funding the PROJECT; and

WHEREAS, the parties desire to share in the cost of a third-party review performed on the 30% design level package to confirm the feasibility and cost estimates of the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, 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 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:  
Samantha Smith  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604

Project Manager for the COOPERATOR:  
Daniel Umberger  
Pinellas County  
14 S. Fort Harrison Avenue, 3<sup>rd</sup> Floor  
Clearwater, Florida 33756

Any changes to the above contact information must be provided to the other party in writing.

Unless otherwise indicated in this Agreement, reports required under this Agreement may be provided to the DISTRICT'S Contract Manager via email.

1.1 Project and Contract Managers are hereby authorized to approve requests to extend a PROJECT task deadline set forth in the Project Plan. Such approval must be in writing, explain the reason for the extension and be signed in accordance with each party's signature authority. Project and Contract Managers are not authorized to approve any time extension which will result in an increased cost, 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 set forth in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. 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 Paragraph of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. 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 COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR 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, including the third-party review cost, will be One Million Seven Hundred Eighty Seven Thousand Dollars (\$1,787,000). The DISTRICT agrees to fund PROJECT costs up to Eight Hundred Ninety Three Thousand Five Hundred Dollars (\$893,500) and shall have no obligation to pay any costs

beyond this maximum amount. The COOPERATOR 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 COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget set forth in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes expenditures of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expenditures. The DISTRICT shall not reimburse the COOPERATOR for any expenditures of 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 COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR
- 3.3 Notwithstanding the DISTRICT'S reimbursement obligation set forth in Subparagraph 2, the DISTRICT shall withhold reimbursement of the costs associated with the 30% design level package in an amount equivalent to half the cost of the third-party review that will be performed by the DISTRICT'S consultant.
- 3.4 Unless otherwise provided in the Project Plan, any state or federal appropriations or grant funds received by the COOPERATOR for the PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for the PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.
- 3.5 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. Prior to posting solicitations, the COOPERATOR must obtain the DISTRICT'S written input regarding whether costs to be paid are allowable under this Agreement. The COOPERATOR must also obtain the DISTRICT'S written approval prior to entering into agreements for PROJECT work to ensure that costs to be reimbursed by the DISTRICT are reasonable. The DISTRICT shall provide a written response to the COOPERATOR within twenty-one (21) days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such agreement(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this Subparagraph have been obtained.

- 3.6 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org), or at the following address:

Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 15436  
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes expenditures of contingency funds. The DISTRICT agrees to reimburse the COOPERATOR for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

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 COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent to the COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at [www.watermatters.org](http://www.watermatters.org) under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.7 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 COOPERATOR 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 provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.
- 3.8 The DISTRICT has the right to terminate this Agreement without further payment obligation if the DISTRICT determines, in its sole judgement and discretion, that the expected resource benefits may not be achieved or the PROJECT is no longer cost effective based on the results of the third-party review.

- 3.9 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.
- 3.10 The DISTRICT shall not be obligated to reimburse the COOPERATOR for any design or other work performed by the COOPERATOR that takes place other than the 30% design level package until the DISTRICT Governing Board is presented with the third-party review and decides to continue funding the PROJECT. The DISTRICT'S Contract Manager shall provide written notice to the COOPERATOR advising of the DISTRICT Governing Board's determination within ten (10) days of the determination, and the COOPERATOR shall continue with design and permitting activities up to the funding amount of this Agreement. Except for costs associated with the 30% design level package, the DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs incurred under this Agreement until an amendment has been executed by both parties for the completion of the PROJECT and the Notice to Proceed with construction of the ASR/AR surface facilities has been issued to the COOPERATOR'S contractor.
- 3.11 Each COOPERATOR invoice must include the following certification, and the COOPERATOR 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 COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the Pinellas County Chesnut Park ASR and Aquifer Recharge agreement between the Southwest Florida Water Management District and Pinellas County (Agreement No 21CF0003408) are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$\_\_\_ of contingency funds expenditures. The COOPERATOR has been allocated a total of \$\_\_\_ in federal and state appropriations, and/or grant monies for the PROJECT (not including DISTRICT funds) and \$\_\_\_ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$\_\_\_ / \$\_\_\_ respectively."
- 3.12 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR 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 DISTRICT'S 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 Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S

Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this Subparagraph shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. The DISTRICT shall commence and complete the third-party review in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by COOPERATOR in accordance with Subparagraph 1 of the Project Contacts and Notice Paragraph. 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 party obligated to perform the work, the party'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 party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party 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 party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

5. REPAYMENT.

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to achieve the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a Paragraph or Paragraphs 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 this Agreement and the requirements applicable to reclaimed water projects set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to achieve the Measurable Benefit set forth in the Project Plan, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

- 5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any Paragraph of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2020 upon execution by the parties and shall remain in effect through August 31, 2025, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR 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 COOPERATOR 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 COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to PROJECT documents and materials made or received by either party. 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. This Paragraph shall survive the expiration or termination of this Agreement.

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 COOPERATOR, jointly. Notwithstanding the above, all infrastructure shall be and shall remain the sole property of the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

- 9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the Project Schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.
- 9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.
- 9.3 The COOPERATOR shall provide the DISTRICT with the 30% design level package and final design drawings including supporting documentation. The DISTRICT shall provide a written response to the COOPERATOR within fourteen (14) days of receipt of the design drawings and supporting documentation either verifying the design drawings appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not 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 COOPERATOR shall require the design professional to warrant that the construction bid documents are adequate for bidding and construction of the PROJECT.
- 9.4 The COOPERATOR shall provide the data, reports and documents referenced in this Paragraph at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 To the extent permitted by Florida law, the COOPERATOR 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 COOPERATOR 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 COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.



- 10.2 The COOPERATOR 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 COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.
- 10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of the COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR 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.
- 10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination 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 Paragraph 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 Paragraph 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 COOPERATOR 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 the DISTRICT'S approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes the DISTRICT'S funding for the PROJECT. All signage must receive the DISTRICT'S written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR 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 COOPERATOR for any costs under this Agreement until the COOPERATOR 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 COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR 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.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

16.2 The COOPERATOR 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 an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this Paragraph in all contracts issued as a result of this Agreement.

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, 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 in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

23. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

24. SEVERABILITY.

If any Paragraph or Paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining Paragraphs shall not in any way be affected or impaired thereby. Notwithstanding the above, if a Paragraph or Paragraphs 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 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

25. COUNTERPARTS.

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart. be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

26. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) 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.

27. DOCUMENTS.

The following document(s) is/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" 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: \_\_\_\_\_  
Amanda Rice, P.E. Date  
Assistant Executive Director

PINELLAS COUNTY

By: Charlie Justice November 15, 2022.  
Date

Name: Charlie Justice

Title: Chairman  
Authorized Signatory

Attest: Dorothy Leve  
By: \_\_\_\_\_  
Deputy Clerk



Date: November 15, 2022.

APPROVED AS TO FORM

By: [Signature]  
Office of the County Attorney

COOPERATIVE FUNDING AGREEMENT (Type 3)  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
PINELLAS COUNTY  
FOR  
PINELLAS COUNTY CHESNUT PARK ASR AND AQUIFER RECHARGE (Q142)

## EXHIBIT "A" PROJECT PLAN

### PROJECT DESCRIPTION

The PROJECT consists of the 30% design of an aquifer storage and recovery (ASR) and aquifer recharge (AR) project to divert excess surface water from Lake Tarpon to an existing ASR well and proposed AR facility. As this proposed project has a conceptual project cost estimate greater than five million dollars, a third-party review of the 30% design will be performed, which will provide the necessary information to support funding in future years to complete design, permitting and construction. The PROJECT is intended to supplement the reclaimed water supply during dry periods, restore water levels in the Northern Tampa Bay Water Use Caution Area (NTBWUCA), and facilitate freshening of the aquifer. The COOPERATOR will need Governing Board approval to proceed beyond the Third-Party Review Task. If constructed, the proposed benefit will diminish dry-weather reclaimed water shortages by increasing the reliability and resiliency of the North County Reclaimed Water System (NCRWS) through the use of ASR to store excess surface water from wet season to dry season with a minimum 5-year total recovery quantity of 300 million gallons. The PROJECT would also help restore water level elevations in the NTBWUCA and facilitate freshening of the aquifer through injection of excess surface water capable of achieving a 1-billion-gallon minimum recharge volume over a 5-year period. In addition, the PROJECT could provide a reduction of nutrients to Old Tampa Bay. The general location of the PROJECT is shown on the attached maps (Figure 1 and 2).

### MEASURABLE BENEFIT

Completion of 30% design of this proposed project to divert excess surface water from Lake Tarpon to an existing ASR well in accordance with the requirements of this Agreement, and a proposed AR facility in accordance with the permitted plans.

### PROJECT TASKS

The COOPERATOR shall provide the DISTRICT with the 30% design package as required below. All contractors and consultants shall be procured in accordance with the procurement laws applicable to the COOPERATOR. The DISTRICT will be responsible for contracting with a consultant to perform a third-party review of the 30% design package.

1. **30 PERCENT DESIGN PACKAGE** – The COOPERATOR shall complete design drawings to the 30% design level for ASR/AR surface facilities and the shared intake structure, and provide a Basis of Design Report, completed AR well design, and shall include sufficient information for the third-party review, and shall at a minimum include the following, along with any additional information necessary for the third-party review:
  - Project scope and objective
  - Project benefit calculations and methodology
  - Estimate of project cost
  - Performance schedule with consideration of additional design phases, specified procurement method, acquisition of identified permits, environmental mitigation,

easement acquisition, bid advertisement and approval, value engineering, and construction NTP, substantial and final completion, and facility operation plans

- Project site assessment (analysis of engineering and environmental issues and constraints) including documentation that proposed project development is consistent with local zoning, or other applicable development requirements and regulations
- Site surveys
- Geotechnical investigation reports including groundwater conditions
- Existing utilities assessment and coordination
- Applicable water treatment studies
- Design recommendations and assessment of project budget adequacy
- Permitting requirements (Agencies listed and type of permit(s) required); key permitting issues
- Preliminary site layout showing property boundary, general arrangement of ASR and AR surface facilities, intake structure, as well as AR and monitoring well locations
- Identify major construction methodology
- Project benefit/cost analysis
- Other work products deemed useful for third-party review purposes

The COOPERATOR will hold a design review meeting of the 30% design phase and will provide a formal evaluation. Minutes of any meetings will be prepared and circulated to attendees.

2. **THIRD-PARTY REVIEW** – A third-party review of the 30% design package shall be implemented by the DISTRICT. The DISTRICT will select and contract with an independent consultant that is not a member of the COOPERATOR'S design team. The COOPERATOR will ensure that its consultant fully cooperates in making all pertinent and appropriate PROJECT documents available to the DISTRICT'S third-party review consultant in a timely manner.
3. **POST 30% DESIGN AND PERMITTING** – The COOPERATOR shall provide the necessary services such as survey, hydrogeologic/geotechnical services, and engineering services to develop design drawings, opinion of probable cost, measurable benefit calculations and methodology, and technical specifications for construction. The COOPERATOR shall prepare and submit all necessary permit applications (such as environmental resource, county road, dredge and fill, etc.) and obtain necessary approvals for construction and testing of each site. The COOPERATOR shall provide a two-week notice of permitting meeting dates and minutes of any permit meetings pertaining to the ASR and recharge components of the PROJECT.
4. **AR WELL BIDDING AND CONTRACT AWARD** – The COOPERATOR shall procure a contractor to implement the PROJECT based on the bid design drawings and approved permits in accordance with the procurement laws applicable to the COOPERATOR. Prior to bid advertisement, the COOPERATOR shall identify those bid items for which reimbursement will be requested from the DISTRICT.



5. AR WELL CONSTRUCTION – The COOPERATOR shall begin construction of the recharge well in conformance with the final aquifer recharge well design drawings, specifications, and approved permits.
6. AR WELL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs, if requested.

### **COOPERATOR DELIVERABLES**

- Quarterly status reports
- Minutes of kick-off, pre-application and progress meetings
- 30% design package
- Estimate of proposed cost at 30% design (at minimum), including design and construction
- AR recharge and monitor wells design package
- Project benefit/cost analysis
- Construction bid packages with reimbursable items identified prior to posting (for cost reimbursement review)
- Copy of all required federal, state and local environmental permit approvals and permitted drawings, including construction permit
- Copy of contract with consultant and contractor, prior to execution (for cost reimbursement review)
- Copy of executed contract with consultant and contractor
- Copy of consultant Notice to Proceed
- Copy of contractor Notice to Proceed
- Copy of construction inspection documents (if requested)
- Minority/Women Owned and Small Business Utilization Report

### **DISTRICT DELIVERABLES**

- Third-party review report

**PROJECT SCHEDULE**

DESCRIPTION	COMMENCE	COMPLETE
30 Percent Design Package	8/10/2023	12/31/2023
Third-Party Review	3/1/2024	2/28/2025
AR Well Bidding and Contract Award	3/1/2024	2/28/2025
AR Well Construction	10/1/2022	5/10/2023
AR Well Construction Engineering and Inspection	5/10/2023	7/28/2023
Post 30% Design and Permitting	7/28/2023	1/24/2024

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

**PROJECT BUDGET**

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Well Construction (AR)*	\$475,000	\$475,000	\$950,000
CEI for Well Construction (AR)*	\$112,500	\$112,500	\$225,000
30 Percent Design Package	\$141,500	\$141,500	\$283,000
Third-Party Review	\$44,500	\$44,500	\$89,000
Post 30% Design and Permitting*	\$120,000	\$120,000	\$240,000
<b>TOTAL</b>	<b>\$893,500</b>	<b>\$893,500</b>	<b>\$1,787,000</b>

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant/contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

\*Reimbursement for these tasks are contingent upon the Governing Board's approval beyond 30 Percent Design and Third-Party Review and the subsequent execution of an amendment by the parties for the completion of all PROJECT tasks.

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FIGURE 1



FIGURE 2



**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. 4154.

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