

# Southwest Florida Water Management District

## Cooperative Funding Initiative (CFI)

### Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District) and the Cooperator named below:

#### Project Information

Cooperator Name:	<u>Pinellas County</u>		
Cooperator Address:	<u>22211 US Highway 19 North, Bldg 10</u>		
	<u>Clearwater, Florida 33765</u>		
Project Number:	<u>Q405</u>		
Project Name:	<u>Lake Seminole Watershed Management Plan Update</u>		
Project Description:	<u>The project consists of completing a Watershed Management Plan (WMP) Update for the Lake Seminole watershed in Pinellas County. This study will include Watershed Evaluation, Floodplain Analysis, Level of Service (LOS) Determination, Surface Water Resource Assessment (SWRA), and Best Management Practice (BMP) Alternative Analysis with the goal of improving flood protection, water quality, and natural systems (Project).</u>		
Electronic Signature:	<u>Yes</u>		

#### Funding/Agreement Information

\*expiration dates subject to change

Risk Level:	<u>Type 3</u>		
Effective Date:	<u>10/01/2024</u>	*Expiration Date:	<u>12/31/2027</u>
Initial Board-Approved Project Amount:	<u>\$650,000</u>	*O&M Expiration Date:	<u>N/A</u>
State Funds:	<u>No</u>	Multi-Year Funded Project:	<u>Yes</u>
Federal Funds:	<u>No</u>	CSFA #:	<u>                    </u> Title: <u>                    </u>
District's Maximum Funding Share:	<u>\$325,000</u>	CFDA #:	<u>                    </u> Title: <u>                    </u>
Cooperator's Funding Match:	<u>\$325,000</u>	Approved funds:	<u>\$325,000</u> Through FY: <u>2025</u>
		Eligible Land Acquisition Cost:	<u>N/A</u>
Maximum Design Match:	<u>N/A</u>	Conservation Easement:	<u>No</u>

#### Party Contacts

District Contract Manager	
Name:	<u>Esther Leong, P.E.</u>
Address:	<u>7601 US 301 North, Tampa</u>
	<u>Tampa, Florida 33637</u>
Phone:	<u>813-355-0213</u>
Email:	<u>Esther.Leong@swfwmd.state.fl.us</u>
Cooperator Project Manager	
Name:	<u>Rob Burnes</u>
Address:	<u>22211 US Hwy 19, Bldg 10</u>
	<u>Clearwater, Florida 33765</u>
Phone:	<u>727-453-3149</u>
Email:	<u>Rburnes@pinellas.gov</u>

The Parties agree to comply with the terms and conditions set forth in the exhibits below, which are incorporated herein by reference:


X	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Private Cooperator)
	Exhibit B - CFI Special Terms and Conditions – Construction, Restoration, or Conservation with Construction
	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (ASR and Recharge)
X	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Feasibility Study, Conservation, Watershed Management Plan)
	Exhibit B - CFI Special Terms and Conditions – Construction (Third-Party Review)
	Exhibit B - CFI Special Terms and Conditions – Septic to Sewer
X	Exhibit C - Project Plan
	Exhibit D - Contingency Funds Justification Form
	Exhibit E - Special Audit Requirements
	Exhibit F - State Funding Requirements
	Exhibit G - Federal Funding Requirements
	Exhibit H - Miscellaneous
X	Attachment 1 - Cooperative Funding Agreement Checklist
	Attachment 2 - Sample Conservation Easement

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: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

Pinellas County

By:  \_\_\_\_\_  
 Name: Brian Scott Date: April 8, 2025.  
 Title: Chair

APPROVED AS TO FORM  
 By: Joseph A Morrissey  
 Office of the County Attorney



ATTEST: KEN BURKE, CLERK

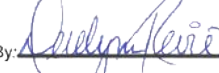
By: 

Exhibit A  
Southwest Florida Water Management District  
Standard Terms and Conditions  
Public Cooperator

1. Project Contacts and Notices.

The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.

2. Contact Authority.

The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement or which will result in a change to the total project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.

3. Agreement Term.

The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for 20 years, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.

4. Scope of Work.

The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.

5. Funding.

5.1. The initial anticipated total cost of the Project (Initial Board-Approved Project Amount) is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator's funding match is identified in the CFI Project Agreement and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 5.2. The Cooperator agrees to provide all remaining funds necessary for the satisfactory completion of the Project.

5.2. The Cooperator's funding match is based on the Initial Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The District will not fund any Project cost increases. State or federal appropriations, or grant monies, may be used to cover Project cost increases. Should those state or federal appropriations, or grant monies, exceed

Project cost increases, the remaining funds will be used to equally reduce the District funding amount and the Cooperator's Board-approved match. If Project costs are equal to or less than the Initial Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the Cooperator's Board-approved match. The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. If the District provides funding for the Project in excess of the amount required by this Agreement, after all state or federal appropriations, or grants monies have been applied, the Cooperator will promptly refund such overpaid amounts to the District. This Subparagraph shall survive the expiration or termination of this Agreement.

- 5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the Initial Board-Approved Project Amount for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage of the Initial Board-Approved Project Amount. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form attachment to explain the basis of each line item expenditure.
- 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
- 5.5. 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 Project funding.

6. Funding Contingency.

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. Accordingly, the District's funding amount is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

- 7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage identified in the CFI Project Agreement.
- 7.2. Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 25CF0004619, are allowable, allocable, properly documented, and are in accordance

with the approved Project Budget. This invoice includes \$\_\_ of contingency funds expenditures.

As set forth in this Agreement, the Initial Board-Approved Project Amount is \$650,000. The Cooperator expects the total Project cost to be \_\_\_. The Cooperator received a total of \$\_\_ in federal or state appropriations, or grant monies for the Project not passing through the District, at the time of this invoice. Written notice on how that funding has been allocated for the Project is included as a reference in accordance with subparagraph 2 of the Funding Paragraph: The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies, to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase."

- 7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org). If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District's Contract Manager to expedite the review process.
- 7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes, as may be amended from time to time.
- 7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.
- 7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties' execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District's Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District's Contract Manager, in consultation with his or her Bureau Chief, within 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 Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

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 obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. 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 2 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.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. 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 the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with its duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), Florida Statutes to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. 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. Quarterly means the calendar quarters ending March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.

11.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.

11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.

12. Risk, Liability, and Indemnity.

- 12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall 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.
- 12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, Florida Statutes, 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.
- 12.3. This 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, Florida Statutes. Additionally, this 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, Florida Statutes, nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.
- 12.4. 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, Florida Statutes, nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.
- 12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.
13. Default.  
A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating 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.
14. Release of Information.  
The parties will not 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 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, Florida Statutes.
15. 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 District approval.
16. Permits and Real Property Rights.  
The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the

Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

17. Law Compliance.

The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. 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 Cooperator shall make good faith efforts to encourage the Project participation of minority and woman-owned business enterprises, both as prime contractors and subcontractors, in accordance with applicable laws.

19. Assignment.

No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, 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.

20. Miscellaneous.

Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

21. Lobbying Prohibition.

Pursuant to Section 216.347, Florida Statutes, 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.

22. Counterparts and Authority to Sign.

The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement, or any amendment, warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

23. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

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Exhibit B  
Southwest Florida Water Management District  
Special Terms and Conditions  
Non-Construction  
Study, Conservation, Watershed Management Plan

1. Project Funding.

The District Governing Board approved the funding of this Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.

2. Repayment.

2.1. 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; b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project; c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines; d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project; or e) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including any O&M Period. 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.

2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.

2.3. If 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.

2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.

2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

3. Compensatory Treatment Mitigation.

If the Project progresses into the construction phase, the project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The project shall not be used for water use permitting withdrawal credits. The project can be used for self-mitigation due to impacts specifically associated with the construction of the project. This Paragraph shall survive the expiration or termination of this Agreement.

4. Additional Clauses. *Checked paragraphs apply.*

☐ Feasibility Study Alternatives.

The parties acknowledge that the Project is a feasibility study. If, during the course of the Project, an alternative is determined not to be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations, the Cooperator shall notify the District and cease work on the infeasible alternative. The Cooperator may request reallocating funds to another alternative in accordance with this Agreement. The approval of such request for reallocation of funds shall be in the District's sole discretion.

☒ Ownership of Documents and Other Materials.

All documents and goods or products, including the associated intellectual property rights, developed in connection with this Agreement shall be the property of the District and the Cooperator, jointly. Notwithstanding the above, all Project infrastructure shall be the sole property of the Cooperator. This Paragraph shall survive the expiration or termination of this Agreement.

☐ Project Deliverables.

The Cooperator shall provide the District with each deliverable set forth under the Deliverables for District Comments section in the Project Plan, including any supporting documentation. The District shall provide a written response to the Cooperator within:

☐ 15 days of receipt.

☐ 30 days of receipt.

The Cooperator shall provide a written response to the District's questions and concerns within:

☐ 10 days of receipt.

☐ 20 days of receipt.

☐ 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, Florida Statutes. The Cooperator 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 exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant  
Southwest Florida Water Management District  
2379 Broad Street, Brooksville, Florida 34604  
Phone: (352) 796-7211  
GrantsAccounting@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

☐ Grant Funding.

District funding for the Project includes grant funds identified in the CFI Project Agreement. The District's reimbursement obligation is contingent upon the District's receipt of the grant funds.

The parties acknowledge that pursuant to the FDEP Grant Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the FDEP if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this Project may become unavailable in the future. The Cooperator agrees to comply with the FDEP Grant Agreement Terms and Conditions exhibit.

☐ FDEP'S Payment Request Form.

The FDEP Engineer's Certification of Payment Request form attachment must be completed and submitted with each invoice for construction costs.

☐ Reports. (Replaces Subparagraph 11.1)

As required by the FDEP Grant Agreement, the Cooperator shall submit quarterly progress reports, describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period, and attesting that site visits have been conducted, contractors and subcontractors have been paid, and that work continues to occur in accordance with this Agreement. Quarterly status reports are due no later than 14 days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31.

☐ Retainage.

The District shall withhold a retainage of 10% of its funding amount from each invoice. Retainage will be released after all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.

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## EXHIBIT "C" PROJECT PLAN

### PROJECT DESCRIPTION

The Project is to complete a Watershed Management Plan (WMP) update for the Lake Seminole watershed (Watershed). The Watershed covers approximately 11.6 square miles of central Pinellas County. The following elements of the District's Watershed Management Program are to be performed for the WMP update: Project Development, Watershed Evaluation, Floodplain Analysis, Level of Service (LOS) Determination, Surface Water Resource Assessment (SWRA), and Best Management Practice (BMP) Alternative Analysis with the goal of improving flood protection, water quality, and natural systems. These elements are defined as Project Tasks listed below. Project Tasks are to be accomplished according to the Project Schedule and Project Budget table listed below. The Cooperator will manage the Project, which includes retaining consultants to perform the Project Tasks.

### MEASURABLE BENEFIT

The completion of an updated WMP that identifies floodplains, establish LOS, and evaluate BMPs to address flooding concerns, water quality, and natural systems in the watershed.

### PROJECT TASKS

The Cooperator shall:

Perform the work in accordance with the District Scope of Work Task Descriptions in the "Watershed Management Program Guidance Documents", effective as of the date of the Cooperator's issuance of a work order to its consultant. These guidance documents can be found at: [ftp://ftp.swfwmd.state.fl.us/pub/GWIS/WMP Guidance Documents](ftp://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents).

The following is a list of elements to be included unless otherwise noted. Elements and tasks not included, and elements and tasks to be updated from existing information will be specifically noted.

- 1.1 PROCUREMENT
  - 1.1.1 Consultant Contract Development
- 2.1 PROJECT DEVELOPMENT
  - 2.1.1 Data Collection and Initial Evaluation
  - 2.1.2 Draft Project Plan
  - 2.1.3 Kick-off Meeting
  - 2.1.4 Final Project Plan
- 2.2 WATERSHED EVALUATION
  - 2.2.1 Assembly and Evaluation of Watershed Data
    - 2.2.1.1 Drainage Pattern and Watershed Boundary
    - 2.2.1.2 Areas of Development
    - 2.2.1.3 Initial GIS Processing
    - 2.2.1.4 Topographic Voids
    - 2.2.1.5 Hydrologic Characteristics and Percolation
    - 2.2.1.6 Historical Water Levels
    - 2.2.1.7 Data Acquisition Plan
    - 2.2.1.8 Pre-field Reconnaissance Evaluation
    - 2.2.1.9 Task Memorandum

- 2.2.1.10 Pre-Submittal Meeting
- 2.2.2 Hydrologic and Hydraulic Feature Database
  - 2.2.2.1 Acquisition of Data
  - 2.2.2.2 HydroNetwork Development
  - 2.2.2.3 Topographic Information Refinement
  - 2.2.2.4 Hydrologic Feature Database
  - 2.2.2.5 Pre-Submittal Meeting
- 2.2.3 Preliminary Model Features
  - 2.2.3.1 Additional GIS Processing
  - 2.2.3.2 Preliminary Model Schematic
  - 2.2.3.3 Model Parameterization Approach
  - 2.2.3.4 Watershed Evaluation Report
  - 2.2.3.5 Pre-Submittal Meeting
- 2.2.4 Peer Review of Watershed Evaluation
  - 2.2.4.1 Peer Review Kick-off Meeting and Presentation
  - 2.2.4.2 Meeting to Present Peer Review Comments
  - 2.2.4.3 Meeting to Discuss Approach of Responding to Peer Review Comments
- 2.2.5 Final Approved Watershed Evaluation Deliverables
  - 2.2.5.1 Revised Deliverables
  - 2.2.5.2 Pre-Submittal Meeting
- 2.3 FLOODPLAIN ANALYSIS
  - 2.3.1 Watershed Model Parameterization
    - 2.3.1.1 Acquisition of Additional Model Parameters
    - 2.3.1.2 Development of Model Specific Geodatabase
    - 2.3.1.3 Model Setup, Debug, and Stabilization
    - 2.3.1.4 Pre-Submittal Meeting
  - 2.3.2 Peer Review of Watershed Model Parameterization
    - 2.3.2.1 Peer Review Meeting and Presentation
    - 2.3.2.2 Meeting to Present Peer Review Comments
    - 2.3.2.3 Meeting to Discuss Approach of Responding to Peer Review Comments
  - 2.3.3 Final Approved Watershed Model Parameterization Deliverables
    - 2.3.3.1 Revised Deliverables
    - 2.3.3.2 Pre-Submittal Meeting
  - 2.3.4 Watershed Model Development and Floodplain Delineation
    - 2.3.4.1 Model Calibration and Verification
    - 2.3.4.2 Model Validation
    - 2.3.4.3 Design Storm Simulations
    - 2.3.4.4 Multi-Day Event Simulations and Rainfall Justification to Project Floodplain
    - 2.3.4.5 Floodplain Delineation
    - 2.3.4.6 Sea-level Rise Scenarios (SLR)
    - 2.3.4.7 Critical Storm Analysis
    - 2.3.4.8 Floodplain Justification Report
    - 2.3.4.9 Pre-Submittal Meeting
  - 2.3.5 Peer Review of Watershed Model Development and Floodplain Delineation
    - 2.3.5.1 Peer Review Meeting and Presentation
    - 2.3.5.2 Meeting to Present Peer Review Comments
    - 2.3.5.3 Meeting to Discuss Approach of Responding to Peer Review Comments
  - 2.3.6 Approved Floodplain Analysis Deliverables for Preliminary Floodplain Public Outreach
    - 2.3.6.1 Revised Deliverables
    - 2.3.6.2 Pre-Submittal Meeting
  - 2.3.7 Preliminary Floodplain Public Outreach and Response to Public Comments
    - 2.3.7.1 Preliminary Floodplain Public Outreach

- 2.3.7.2 Response to Public Comments
  - 2.3.8 Final Approved Floodplain Analysis Deliverables
    - 2.3.8.1 Revised Deliverables
    - 2.3.8.2 Pre-Submittal Meeting
- 2.4 Alternatives Analysis – FPLOS, Drainage Improvement Alternatives Analysis and Recommendations
  - 2.4.1 FPLOS Determination
    - 2.4.1.1 FPLOS Methodology Meeting
    - 2.4.1.2 Design Storm Simulations and Floodplain Mapping
    - 2.4.1.3 Establishment of Landmark Elevations
    - 2.4.1.4 FPLOS Determination
    - 2.4.1.5 Flood Damage Estimate
    - 2.4.1.6 FPLOS Analysis Report
    - 2.4.1.7 Pre-Submittal Meeting
  - 2.4.2 Drainage Improvement Alternatives Analysis and Recommendations
    - 2.4.2.1 Site Selection Meeting
    - 2.4.2.2 Alternatives Analysis and Project Ranking
    - 2.4.2.3 Project Ranking Meeting
    - 2.4.2.4 Drainage Capital Improvement Projects (CIPs) Recommendation
    - 2.4.2.5 Proposed Conditions FPLOS Determination
    - 2.4.2.6 Conceptual Design
    - 2.4.2.7 Meeting with District Regulatory Personnel
    - 2.4.2.8 Meeting with Citizens Group(s)
    - 2.4.2.9 Alternatives Analysis and Recommendations Report
    - 2.4.2.10 Pre-Submittal Meeting
- 2.5 Alternatives Analysis – SWRA and BMPs of Water Quality
  - 2.5.1 SWRA of Water Quality
    - 2.5.1.1 SWRA Approach Meeting
    - 2.5.1.2 Water Quality Data Collection and Analysis
    - 2.5.1.3 Existing Conditions Pollutant Loading Analysis
    - 2.5.1.4 SWRA Report
    - 2.5.1.5 Pre-Submittal Meeting
  - 2.5.2 Water Quality BMPs
    - 2.5.2.1 Site Selection Meeting
    - 2.5.2.2 Alternatives Analysis and Project Ranking
    - 2.5.2.3 Project Ranking Meeting
    - 2.5.2.4 BMPs Recommendation
    - 2.5.2.5 Conceptual Design
    - 2.5.2.6 Meeting with District Regulatory Personnel
    - 2.5.2.7 Meeting with Citizens Group(s)
    - 2.5.2.8 Water Quality BMPs Report
    - 2.5.2.9 Pre-Submittal Meeting

## DELIVERABLES

The District shall provide a written response to the Cooperator in the geodatabase within 30 days. The Cooperator shall provide a written response to the District's questions and concerns in the geodatabase within 20 days. The following deliverables are required in the specific Project Tasks from above:

- Project Development
  - Final Project Plan

## Watershed Evaluation

### Assembly and Evaluation of Watershed Data

- Task Memorandum
- Project Specific QA/QC Document
- Responses to Comments Geodatabase
- Digital Elevation Model (DEM)
- Updated Project Plan
- GWIS Geodatabase

### Hydrologic and Hydraulic Feature Database

- Response to Comments Geodatabase
- Refined Topographic Information
- Updated GWIS Geodatabase
- Support Data
- Project Specific QA/QC Document

### Preliminary Model Features

- Watershed Evaluation Report
- Support Data
- Project Specific QA/QC Document
- Refined Topographic Information
- GWIS Geodatabase

### Final Approved Watershed Evaluation Deliverables

- Responses to Comments Geodatabase
- Updated Project Plan
- Revised Watershed Evaluation Report
- Project Specific QA/QC Document

## Floodplain Analysis

### Watershed Model Parameterization

- Updated Watershed Evaluation Report
- Model Input/Output Files
- Project Specific QA/QC Document
- GWIS Geodatabase
- Support Data

### Final Approved Watershed Model Parameterization Deliverables

- Revised Watershed Model Parameterization Deliverables
- Responses to Comments Geodatabase
- Updated Project Plan
- Project Specific QA/QC Document

### Watershed Model Development and Floodplain Delineation

- SLR Scenarios Floodplains
- Critical Storm Analysis Report
- Floodplain Justification Report
- 100-Year Flood Depth Grids
- Model Input/Output Files
- Project Specific QA/QC Document
- Updated GWIS Geodatabase

#### Approved Floodplain Analysis Deliverables for Preliminary Floodplain Open House

- Responses to Comments Geodatabase
- Revised Deliverables
- Project Specific QA/QC Document

#### Final Approved Floodplain Analysis Deliverables

- Sign & Sealed Floodplain Justification Report
- PowerPoint Presentation
- Updated Project Plan
- Revised Deliverables
- Project Specific QA/QC Document

#### Alternatives Analysis – FPLOS, Drainage Improvement Alternatives Analysis and Recommendations

##### Watershed Model Development and Floodplain Delineation

- FPLOS Analysis Report
- Flood Depth Grids for Design Storms
- Model Input/Output Files FPLOS
- Geodatabase
- Responses to Comments Geodatabase
- Project Specific QA/QC Document

##### Drainage Improvement Alternatives Analysis and Recommendations

- Alternative Analysis and Recommendation Report
- Flood Depth Grids for Proposed Conditions
- Updated Project Plan
- Model Input/Output Files for Alternative Analysis
- Model Input/Output Files for Proposed Conditions
- Geodatabase
- Responses to Comments Geodatabase
- Project Specific QA/QC Document

#### Alternatives Analysis – SWRA and BMPs of Water Quality

##### SWRA of Water Quality

- Surface Water Resource Assessment (SWRA) Report
- Existing Conditions Geodatabase
- Responses to Comments Geodatabase
- Project Specific QA/QC Document

##### Water Quality BMPs

- Water Quality BMPs Report
- Model Input/Outputs
- Proposed Conditions Geodatabase
- Response to Comments Geodatabase
- Project Specific QA/QC Document

#### **DELIVERABLES FOR DISTRICT COMMENTS**

- Draft and Final Project Plan
- Watershed Evaluation
- Floodplain Analysis



- FPLOS BMP Alternatives Analysis
- SWRA & BMPs of Water Quality
- Draft and Final Reports

#### PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
1.1 Procurement	10/01/2024	12/01/2024
2.1 Project Development	12/01/2024	01/31/2025
2.2 Watershed Evaluation	01/31/2025	01/31/2026
2.3 Floodplain Analysis	01/31/2026	03/31/2026
2.4 Alternatives Analysis – FPLOS & BMP Alternatives Analysis (Drainage Improvement Alternatives Analysis and Recommendations)	03/31/2026	02/01/2027
2.5 Alternatives Analysis – SWRA & BMPs of Water Quality	03/31/2026	02/01/2027

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

#### PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
2.1 Project Development	\$5,000	\$5,000	\$10,000
2.2 Watershed Evaluation	\$130,000	\$130,000	\$260,000
2.3 Floodplain Analysis	\$90,000	\$90,000	\$180,000
2.4 Alternatives Analysis – FPLOS & BMP Alternatives Analysis (Drainage Improvement Alternatives Analysis and Recommendations)	\$60,000	\$60,000	\$120,000
2.5 Alternatives Analysis – SWRA & BMPs of Water Quality	\$40,000	\$40,000	\$80,000
TOTAL	\$325,000	\$325,000	\$650,000

The remainder of this page intentionally left blank.

Attachment 1  
Southwest Florida Water Management District  
Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Cooperative Funding Agreement terms throughout Project implementation.

**Cooperator    District**

**For Studies, Design and Non-Construction Conservation Programs:**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of solicitation and contract with consultant. If not provided timely, items may not be eligible for reimbursement (Exhibit A, Subparagraph 7.6) |
| <input type="checkbox"/> | <input type="checkbox"/> | If applicable, design drawings (Exhibit B, Paragraph 4)  |

**For Construction:**

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of solicitation, submitted bid form, and contract with contractor. If not provided timely, items may not be eligible for reimbursement (Exhibit A, Subparagraph 7.6)                           |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Notice to Proceed to contractor (Exhibit B, Paragraph 1)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Owner Direct Purchase Statement (Exhibit A, Subparagraph 5.4)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of construction permits (Exhibit A, Paragraph 16)  |
| <input type="checkbox"/> | <input type="checkbox"/> | If land acquisition included, Property Appraisal and review and comment from District's Real Estate Services on appropriate land value (Exhibit A, Paragraph 16; and Exhibit B, Additional Clauses) |
| <input type="checkbox"/> | <input type="checkbox"/> | Draft signage (Exhibit B, Additional Clauses)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to equally reduce each party's share (Exhibit A, Subparagraphs 5.2 and 7.2)           |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of all required federal, state, and local environmental permit approvals and permitted drawings (Exhibit A, Paragraph 16)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Operational Plan (Exhibit B, Operation and Maintenance Paragraph)   |

**During Project Work:**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Quarterly status reports (Exhibit A, Paragraph 11)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Invoices for reimbursement (Exhibit A, Paragraph 7)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Contingency Form for each contingency item (Exhibit A, Subparagraph 5.3)                             |
| <input type="checkbox"/> | <input type="checkbox"/> | Notices for changes to prime contacts (Exhibit A, Paragraph 1)                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | Requests to extend project task deadline and adjustment to line item budget (Exhibit A, Paragraph 2) |
| <input type="checkbox"/> | <input type="checkbox"/> | Requests to changes to scope, budget, and/or schedule requiring an amendment to the agreement        |

**Close Out:**

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | All Deliverables listed in Exhibit C, Project Plan, as described in the tasks |
|--------------------------|--------------------------|---|

**Survival of the Agreement:**

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The District, upon request, may review the biennial Operation and Maintenance Report (Exhibit B, Operation and Maintenance Paragraph) |
|--------------------------|--------------------------|---|