Southwest Florida
Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

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Hillsborough, Pinellas
Vacant
Charlotte, Sarasota

Brian J. Armstrong, P.G.
Executive Director

January 9, 2017

Robert Burnes
Environmental Management
Pinellas County
22211 US Hwy 19, Bldg. 10
Clearwater Florida, 33765

Subject: Anclote River Watershed Management Plan
Project No. (N803);
Agreement No. 17CF0000395

Dear Mr. Burnes:

Enclosed is one fully executed original of the agreement between the Southwest Florida Water Management District (District) and Pinellas County, for the subject project.

Notice to Proceed will be issued by the District Contract Manager under separate cover.

If you have any questions, please contact me at the Brooksville office, extension 4132 or the Contract Manager, Ben Allushuski, at the Tampa office, extension 2166.

Sincerely,

Christy Aulicino
Procurement Specialist 2
Procurement Section
Finance Bureau

CLA

Enclosures (1)
cc: S. Tarokh, PAB
Ben Allushuski
Records (Contract File)

AGREEMENT NO: 17CF0000395

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
ANCLOTE RIVER WATERSHED MANAGEMENT PLAN (N803)

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 completing a Watershed Management Plan (WMP) for the Anclote River Watershed in Pinellas County, through and including floodplain analysis, Level of Service determination (LOS), Surface Water Resource Assessment (SWRA), and Best Management Practices (BMPs) alternative analysis, 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.

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 and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Ben Allushuski
Southwest Florida Water Management District
7601 US Highway 301
Tampa, Florida 33637

Project Manager for the COOPERATOR:
Robert Burnes
Environmental Management
Pinellas County
22211 US Hwy 19, Bldg 10
Clearwater, Florida ~~33756~~ 33765

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

1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.

1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan attached hereto as an exhibit 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 section of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR'S 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, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Eight Hundred Thousand Dollars ($800,000). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with subparagraph 1 of this Funding Paragraph and anticipates funding PROJECT costs up to Four Hundred Thousand Dollars ($400,000), and shall have no obligation to pay any costs beyond this anticipated 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 recognizes that the DISTRICT has approved $150,000 for the PROJECT through Fiscal Year 2017. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The 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 contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the COOPERATOR has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to subparagraph 4 of this Funding Paragraph and are otherwise reimbursable by the DISTRICT under this Agreement.

3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the COOPERATOR for this 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 this PROJECT. This subparagraph shall survive the expiration or termination of this Agreement.

3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation

or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the PROJECT budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

3.5 Payment shall be made to the 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, 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 contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses 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 COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at 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.

3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT (the "Measurable Benefit"). The parties also acknowledge that the 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.

3.7 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.

3.8 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 Anclote River Watershed Management Plan (N803) agreement between the Southwest Florida Water Management District and the Pinellas County (Agreement No. 17CF0000395), are allowable, allocable, properly documented, and are in accordance with the approved project budget. This invoice includes $__ of contingency expenses. The COOPERATOR has been allocated a total of $__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and $__ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to $__ / $__ respectively."

3.9 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the 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 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 provision shall not constitute a waiver or 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. 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 COOPERATOR, the COOPERATOR'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 COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this provision shall be the COOPERATOR'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 meet 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 provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement. Should any of the above conditions exist that require the 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 meet the Measurable Benefit specified in this Agreement, 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 provision 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 the attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Provision, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2016 and shall remain in effect through December 31, 2019, 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 allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. 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 reclaimed water infrastructure shall be and 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 performance 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 each deliverable set forth in the Project Plan for review by the DISTRICT, including any supporting documentation. The DISTRICT shall provide a written response to the COOPERATOR and the COOPERATOR shall respond to the DISTRICT'S questions and concerns within the timeframes set forth in the Project Plan.

9.4 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the 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 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 provision are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The 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. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. LAW COMPLIANCE.

The 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. If the PROJECT involves design services, the COOPERATOR'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.

15. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority

owned and women owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

15.1 If requested, the DISTRICT shall assist the 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.

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

16. ASSIGNMENT.

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

17. CONTRACTORS.

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

18. THIRD PARTY BENEFICIARIES.

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

19. LOBBYING PROHIBITION.

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

20. PUBLIC ENTITY CRIMES.

Pursuant to Subsection 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 provision in all contracts issued as a result of this Agreement.

21. GOVERNING LAW.

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

22. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

23. 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.

24. 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

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: _____ 1/6/17
Brian Armstrong, P.G. Date
Executive Director

PINELLAS COUNTY

By: Mark S. Woodard 12/28/16
Mark S. Woodard Date
County Administrator

Approved as to form:

By: Brendan Mackesey
Pinellas County Attorney

Attest: Ken Burke, CPA
Clerk of the Circuit Court

By: N/A
Deputy Clerk

EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION

This is a multi-year funded project to perform the Watershed Evaluation and Watershed Management Plan elements of the DISTRICT'S Watershed Management Program (WMP) for the Anclote River Watershed. The watershed covers a total area of approximately 9,095 acres located within Pinellas County, and ultimately discharges into St. Joseph Sound.

This WMP will provide a model, floodplain delineation, and Best Management Practices (BMP) alternative analysis for the Anclote River Watershed in Pinellas County. The following elements of the DISTRICT's Watershed Management Program are to be performed: (1) Watershed Evaluation, (2) Watershed Management Plan – Floodplain Analysis, (3) Watershed Management Plan – Flood Protection Level of Service Determination, (4) Surface Water Resource Assessment, and (5) BMP Alternative Analysis. These elements are defined under the project tasks section below. Project tasks are to be accomplished according to the project schedule and project budget sections below. The COOPERATOR will manage the PROJECT, which includes retaining consultants to perform the project tasks.

The WMP will analyze flooding problems that exist in the watershed. Currently, flood analysis models are not available and the watershed includes regional or intermediate stormwater systems.

MEASURABLE BENEFIT

This project will result in the completion of a WMP that identifies floodplain, establishes level of service, evaluates BMPs to address level of service deficiencies, and provides a geodatabase with projected results from watershed model simulations for floodplain management and water quality management.

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: http://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents (WMP_Guidance.zip).

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
- 1.1.2 District Consultant Contract Review and Approval

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
- 2.2.1.11 District Approval and Notice

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
- 2.2.2.6 District Review and Approval

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
- 2.2.3.6 District Review

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
- 2.2.5.3 District Approval and Notice

2.3 WMP – 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
- 2.3.1.5 District Review

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
- 2.3.3.3 District Approval and Notice

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 Floodplain Justification Report
- 2.3.4.7 Pre-Submittal Meeting
- 2.3.4.8 District Review

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 Open House
- 2.3.6.1 Revised Deliverables
- 2.3.6.2 Pre-Submittal Meeting
- 2.3.6.3 District Review and Approval

2.3.7 Preliminary Floodplain Open House and Response to Public Comments
- 2.3.7.1 Preliminary Floodplain Open House
- 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
- 2.3.8.3 District Approval and Notice

2.4 WMP – 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
- 2.4.1.8 District Review and Approval

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
2.4.2.11 District Approval and Notice

2.5 WMP – 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
2.5.1.6 District Review and Approval

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
2.5.2.10 District Review and Issuance of NOC

DELIVERABLES

The following deliverables are related to the specific PROJECT TASKS from above:

Procurement

- Executed Consultant Agreement

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
- TSDN
- Project Specific QA/QC Document

Preliminary Model Features

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

Final Approved Watershed Evaluation Deliverables

- Response to Comment Geodatabase
- Update Project Plan
- Revised Watershed Evaluation
- Project Specific QA/QC Document

WMP – Floodplain Analysis

Watershed Model Parameterization

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

Final Approved Watershed Model Parameterization Deliverables

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

Watershed Model Development and Floodplain Delineation

- 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

WMP – 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 Comment 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

WMP – 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

DELIVERABLE REVIEW TIMES

The DISTRICT shall provide a written response to the COOPERATOR within twenty (20) business days of receipt of each deliverable specified below including supporting documentation. The COOPERATOR shall respond to the DISTRICT'S questions and concerns with twenty (20) business days of receipt by the COOPERATOR.

- Project Development Document
- Watershed Evaluation
- Watershed Model
- WMP Geodatabase (GWIS version 1.6 data schema)
- LOS Determination
- SWRA
- BMP Alternative Analysis
- Watershed Management Plan

PROJECT SCHEDULE

TASK DESCRIPTION	COMPLETION DATE
1.1 Procurement	12/31/2016
2.1 Project Development	02/28/2017
2.2 Watershed Evaluation	09/01/2017
2.3 WMP – Floodplain Analysis	05/01/2018
2.4 WMP – FPLOS BMP Alternatives Analysis	11/01/2018
2.5 SWRA & BMPs of Water Quality	06/01/2019

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

PROJECT BUDGET

TASK DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
2.1 Project Development	$12,500	$12,500	$25,000
2.2 Watershed Evaluation	$125,000	$125,000	$250,000
2.3 WMP – Floodplain Analysis	$125,000	$125,000	$250,000
2.4 WMP – FPLOS BMP Alternatives Analysis	$112,500	$112,500	$225,000
2.5 SWRA & BMPs of Water Quality	$25,000	$25,000	$50,000
Total	**$400,000**	**$400,000**	**$800,000**

- Budget amounts for tasks can be adjusted by the PROJECT manager in accordance with Subparagraph 1.2.
- Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding paragraph in the Agreement. 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 agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

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

Projects receiving $100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4133.

COOPERATOR: _____

AGREEMENT NO.: _____

PROJECT NAME: _____

TOTAL PROJECT COST: _____

NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID	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	

* ☐ Our organization does not collect minority status data.

Signature _____ Date _____ Print Name and Title _____