

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
MANATEE COUNTY
FOR
MANATEE COUNTY REGIONAL 10 MG RECLAIMED WATER STORAGE TANK SE-3
PROJECT (N488-2)

THIS COOPERATIVE FUNDING AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and MANATEE COUNTY, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 hereinafter referred to as the "COUNTY."

WITNESSETH:

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

WHEREAS, the project consists of design and construction of a 10 million gallon (MG) reclaimed water storage tank and pump station in support of the Manatee County Agricultural Reuse Supply System, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COUNTY in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COUNTY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES. Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Jessica S. Sutton, Environmental Scientist
SWFWMD
2379 Broad Street
Brooksville, FL 34604-6899

Project Manager for the COUNTY:
Anthony Benitez, Project Manager
Manatee County
1022 26th Avenue East
Bradenton, FL 34208

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

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
 - 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan set forth in Exhibit "A" or, if applicable, the refined budget as set forth in Subparagraph 3.4 below. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.
2. SCOPE OF WORK. Upon receipt of written notice to proceed from the DISTRICT, the COUNTY shall perform the services necessary to complete the PROJECT in accordance with the COUNTY'S Project Plan set forth in Exhibit "A." Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COUNTY prior to being performed by the COUNTY. The COUNTY shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

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

3. FUNDING. The parties anticipate that the total cost of the PROJECT will be Six Million One Hundred Seventeen Thousand Four Hundred Ninety Four Dollars (\$6,117,494). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 3.1 below and anticipates funding PROJECT costs up to Three Million Fifty Eight Thousand Seven Hundred Forty Seven Dollars (\$3,058,747). The COUNTY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.
 - 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COUNTY recognizes that the DISTRICT has approved \$460,000 for the PROJECT through Fiscal Year 2013. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future fiscal

years. The COUNTY'S payment of any financial obligation under this Agreement is subject to appropriation by the COUNTY'S Board of legally available funds.

- 3.2 The COUNTY shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COUNTY for the DISTRICT'S share of allowable PROJECT costs in accordance with the PROJECT budget contained in the Project Plan set forth in Exhibit "A." The DISTRICT shall reimburse the COUNTY for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COUNTY, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COUNTY. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals.
- 3.3 Any federal, state, local or grant monies received by the COUNTY for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COUNTY shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT.
- 3.4 The COUNTY may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COUNTY must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the PROJECT budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COUNTY for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.
- 3.5 Payment shall be made to the COUNTY within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

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

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COUNTY to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

- 3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT. The parties also acknowledge that the COUNTY is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the expected resource benefits as set forth in the Project Plan will not be achieved, the DISTRICT shall withhold payments to the COUNTY until such time as the COUNTY demonstrates that the PROJECT shall achieve the required resource benefits.
- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, F.S., as may be amended from time to time. The DISTRICT shall not reimburse the COUNTY for any purpose not specifically identified in Paragraph 2, Scope of Work. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COUNTY are not reimbursable by the DISTRICT and may not be included in the COUNTY'S share of funding contributions under this Agreement.
- 3.8 The DISTRICT has no obligation and shall not reimburse the COUNTY for any costs under this Agreement until construction of the PROJECT has commenced.
- 3.9 Each COUNTY invoice must include the following certification, and the COUNTY hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COUNTY'S matching funds, as represented in this invoice, are directly related to the performance under the Manatee County Regional 10 MG Reclaimed Water Storage Tank SE-3 Project (N488-2) agreement between the Southwest Florida Water Management District and Manatee County (Agreement No. 13C00000023), are allowable, allocable, properly documented, and are in accordance with the approved project budget. The COUNTY has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT. \$__ has been allocated to this invoice, reducing the DISTRICT'S and COUNTY'S share to \$__."

4. COMPLETION DATES. The COUNTY shall commence construction of the PROJECT by May 15, 2013, shall complete construction of the PROJECT by September 1, 2015 and shall otherwise meet the task deadlines established in this Agreement, as may be extended by the DISTRICT in accordance with Paragraph 1 of this Agreement. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COUNTY, the COUNTY'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COUNTY is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the

notice is delivered. The suspension of the COUNTY'S obligations provided for in this provision shall be the COUNTY'S sole remedy for the delays set forth herein.

5. REPAYMENT.

5.1 The COUNTY shall repay the DISTRICT all funds the DISTRICT paid to the COUNTY under this Agreement, if: a) the COUNTY fails to complete the PROJECT in accordance with the terms and conditions of this Agreement; b) the DISTRICT determines, in its sole discretion and judgment, that the COUNTY has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COUNTY fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Paragraph 1.1; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a measurable resource benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in Paragraph 6 of this Agreement. Should any of the above conditions exist that require the COUNTY to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in Paragraph 11, Default.

5.2 In the event the COUNTY is obligated to repay the DISTRICT under any provision of this Agreement, the COUNTY shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

5.3 The COUNTY shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of COUNTY'S failure to repay the DISTRICT as required by this Agreement.

6. OPERATION AND MAINTENANCE. The COUNTY shall ensure that the reclaimed water infrastructure related to the PROJECT is constructed, operated and maintained in such a manner that it shall continue to be utilized to its proposed capacity, as described in this Agreement, for a minimum of twenty (20) years. Capacity is defined, for the purposes of this Agreement, as the reclaimed water benefits described in the Project Plan, except for adverse short-term conditions beyond the control of the COUNTY. The COUNTY shall provide written notice to the DISTRICT of any adverse short-term conditions and the COUNTY'S plan of action with regard to said conditions. The DISTRICT'S Contract Manager will evaluate and determine the COUNTY'S compliance with this provision as part of the DISTRICT required "Annual Reclaimed Water Supplier Report" evaluation. If the reclaimed water infrastructure related to the PROJECT is not utilized to its proposed capacity as described in this Agreement, the DISTRICT shall require the COUNTY to reimburse the DISTRICT for payments made pursuant to this Agreement in an amount equivalent to the percentage of capacity not attained.

7. CONTRACT PERIOD. This Agreement shall be effective upon execution by the parties and shall remain in effect through March 31, 2016, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COUNTY, whichever occurs first, unless amended in writing by the parties. The COUNTY shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. PROJECT RECORDS AND DOCUMENTS. Upon request by the DISTRICT, the COUNTY shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COUNTY under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least 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.

9. REPORTS.

9.1 The COUNTY shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COUNTY shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT.

9.2 Upon request by the DISTRICT, the COUNTY shall provide the DISTRICT with copies of reports, models, studies, maps or other documents resulting from the PROJECT.

9.3 The COUNTY shall provide the DISTRICT with the proposed final design in order for the DISTRICT to verify that the proposed design meets the requirements of the Project Plan as set forth in Exhibit "A." The DISTRICT shall provide a written response to the COUNTY within ten (10) business days of receipt of the proposed design either verifying the design meets the requirements of the Agreement or stating its insufficiencies. The COUNTY shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COUNTY shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.

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

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the COUNTY assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify, defend 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. The acceptance of the DISTRICT'S funding by the COUNTY does not in any way constitute an agency relationship between the DISTRICT and the COUNTY.

- 10.2 The COUNTY agrees to indemnify, defend, and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COUNTY'S officers, employees, contractors and agents related to its performance under this Agreement. The DISTRICT shall have the right to approve the COUNTY'S staff attorneys or outside counsel selected by the COUNTY, which approval shall not be unreasonably withheld.
 - 10.3 This Paragraph 10 shall not be construed as a waiver of the COUNTY'S sovereign immunity or an extension of COUNTY'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph 10 will not be construed to impose contractual liability on the COUNTY for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COUNTY to be sued by third parties in any manner arising out of this Agreement.
 - 10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.
11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
 12. RELEASE OF INFORMATION. The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION. The COUNTY shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COUNTY shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.
14. PERMITS AND REAL PROPERTY RIGHTS. The COUNTY shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COUNTY for any costs under this Agreement until the COUNTY has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COUNTY shall repay the DISTRICT all monies contributed to the PROJECT.
15. LAW COMPLIANCE. The COUNTY shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COUNTY'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.
16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING. The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COUNTY to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.
 - 16.1 If requested, the DISTRICT shall assist the COUNTY by sharing information to help the COUNTY in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.
 - 16.2 The COUNTY agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached

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

17. ASSIGNMENT. Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.
18. CONTRACTORS. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COUNTY.
19. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
20. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the COUNTY is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
21. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COUNTY agrees to include this provision in all contracts issued as a result of this Agreement.
22. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The COUNTY agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the PROJECT.

23. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be in Hernando County, Florida.
24. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a measurable resource benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 5.1.
25. SURVIVAL. The provisions of this Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement including Subparagraph 3.3, and Paragraphs 5, 6, 8, 10, 14, 17 and 24 and any provisions requiring an offset or other continuing resource benefit.
26. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
27. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B."

Exhibit "A" COUNTY'S Project Plan
Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: [Signature] 5/15/13
Robert R. Beltran, P.E. Date
Assistant Executive Director

MANATEE COUNTY

By: [Signature] 4/23/13
Larry Bustle, Chairman Date
Board of County Commissions

For: [Signature] 4/23/13
R.B. Shore Date
Clerk of Circuit Court



COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
MANATEE COUNTY
FOR
MANATEE COUNTY REGIONAL 10 MG RECLAIMED WATER STORAGE TANK SE-3 PROJECT (N488-2)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>rum</u>	<u>5/2/13</u>
RISK MGMT	<u>u/a</u>	
CONTRACTS	<u>[Signature]</u>	<u>05/07/13</u>
BUREAU CHIEF	<u>KCA</u>	<u>5/19/13</u>
DIRECTOR	<u>[Signature]</u>	<u>5/14/13</u>
GOVERNING BOARD	<u>n/a</u>	

EXHIBIT "A"
COUNTY'S PROJECT PLAN

Project Objective:

Manatee County's (County) overall reclaimed water objective is to develop a system that will deliver thirty million gallons per day (MGD) of high quality filtered reclaimed water at a consistent pressure. The PROJECT will allow the County to increase the customer base and service that customer base, by efficiently and effectively providing reclaimed water for irrigation and other approved non-potable uses.

Project Description:

The PROJECT consists of the design, construction management services and construction of a ten million gallon (MG) reclaimed water storage tank, associated piping, valves, pumps, SCADA system and automation and all necessary appurtenances. This ten MG tank will move the County closer to the 30 MGD design capacity of the distribution system and will increase the reliability and pressure within the reclaimed water distribution system. A project location map showing the project area is attached as Figure 1.

Measurable Benefits:

The PROJECT will provide a ten MG reclaimed water storage of filtered and chlorinated reclaimed water to offset the peak nightly reclaimed water demand when plant flows are low. The PROJECT will ensure the COUNTY is able to have sufficient reclaimed water storage capacity to increase the reliability and pressure within the reclaimed water distribution system.

Deliverables:

- Quarterly Reports
- Design Consultant Contract for Cost Approval (prior to execution)
- Proposed Final Design Plans (verify design meets requirements of Project Plan)
- Construction Bid-Packages for Cost Approval (prior to posting)
- Construction Contract for Cost Approval (prior to execution)
- Copy of all required federal, state and local environmental permit application packages and final permits
- Construction Completeness Letter
- Minority/Women Owned and Small Business Utilization Report

Project Budget:

<u>TASK</u>	<u>COUNTY</u>	<u>DISTRICT</u>	<u>TOTAL</u>
Design and Construction Services	\$460,000	\$460,000	\$920,000
Construction Engineering and Inspection (CEI)	\$0	\$0	\$0
Construction	<u>\$2,598,747</u>	<u>\$2,598,747</u>	<u>\$5,197,494</u>
Totals	<u>\$3,058,747</u>	<u>\$3,058,747</u>	<u>\$6,117,494</u>

Completion Schedule:

Start Design May 15, 2013
Complete Design May 15, 2014
Start Construction August 1, 2014
Complete Construction September 1, 2015

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

Key Personnel:

Secondary Contact

Jeff Goodwin, Wastewater Manager
Wastewater Division
Manatee County, Utilities Department
4410 66th Street West
Bradenton, FL 34210
(941) 792-8811 ext. 5235

Figure 1



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

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

COOPERATOR: _____ AGREEMENT NO.: _____ PROJECT NAME: _____ TOTAL PROJECT COST: _____		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*											
		BUSINESS CLASSIFICATION		CERTIFIED MBE				NON-CERTIFIED MBE				UNKNOWN	
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID												

* Our organization does not collect minority status data.

Signature _____

Date _____

Print Name and Title _____

April 23, 2013 - Regular Meeting
Agenda Item #27

Subject

Southwest Florida Water Management District FY13 Cooperative Funding Agreement

Briefings

None

Contact and/or Presenter Information

Jeffrey Goodwin, Utilities Wastewater Division Manager, x5235

APPROVED in Open Session

Manatee County Board of County
Commissioners

Action Requested

Authorization for Chairman to execute the FY13 Cooperative Funding Agreement between the Southwest Florida Water Management District and Manatee County for the construction of a 10 million gallon (MG) Reclaimed Water Storage Tank at the Southeast Wastewater Reclamation Facility.

Enabling/Regulating Authority

Section 125.01, Florida Statutes, and Chapter 63-1598, Laws of Florida, as amended.

Background Discussion

In November of 2011, the Utilities Department requested a FY13 Cooperative Funding Grant from SWFWMD for the construction of a 10 MG Reclaimed Water Storage Tank to be built at the Southeast Wastewater Reclamation Facility. The Project request to SWFWMD was approved for funding, pending the Agreement execution, with construction starting in 2014 with completion in 2015 as described in the current approved Utility CIP.

The Project consists of design and construction of a 10 MG reclaimed water storage tank and pump station to support the Manatee County Agricultural Reuse Supply System (MARS) and increase reliability and pressure within the reclaimed water distribution system. The anticipated total cost of the project will be \$6,117,494 with SWFWMD funding up to \$3,058,747.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Agreement reviewed by Sarah Schenk and William Clague.

Reviewing Attorney

N/A

Instructions to Board Records

Three (3) executed agreements to Scott D. McGookey, SWFWMD, Water Supply Specialist, 2379 Broad Street, Brooksville, FL 34604-6899. - Snt docs via mail to Scott McGookey on 4/26 - SS sent to Judy Moree 5/21/13/pk

Cost and Funds Source Account Number and Name

Utility Rates

Amount and Frequency of Recurring Costs

Annual

Attachment: [SWFWMD Agreement.pdf](#)