

Southwest Florida Water Management District

Cooperative Funding Initiative (CFI)

Project Agreement (Type 4)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District), 2379 Broad Street, Brooksville, Florida 34604, and the Cooperator named below:

Project Information

Cooperator Name: Manatee County, a political subdivision of the State of Florida
 Cooperator Address: 1022 26th Avenue East
Bradenton, Florida 34208
 Project Number: Q421
 Project Name: Lake Manatee Watershed WMP
 Project Description: The project consists of a Watershed Management Plan (WMP) including watershed evaluation, floodplain analysis, and peer review ("Project").
 Electronic Signature: No

Funding/Agreement Information

*expiration date subject to change

Risk Level: Type 4
 Effective Date: 10/01/2025 *Expiration Date: 12/31/2031
 Initial Board-Approved Project Multi-Year Funded Project: No
 Amount: \$1,968,000
 State Funding: No CSFA #: _____ Title: _____
 Federal Funding: No CFDA #: _____ Title: _____
 District's Maximum Funding Through
 Share: \$984,000 Approved funds: \$984,000 FY: 2025
 Cooperator's Funding Match: \$984,000 Land Acquisition Cost: No

Party Contacts

District Project Manager

Name: Jezabel Pagan Garcia
 Address: 2379 Broad Street
Brooksville, Florida 34604
 Phone: 352-269-6061
 Email: Jezabel.pagangarcia@swfwmd.state.fl.us

Cooperator Project Manager

Name: Kenneth Kohn
 Address: 1022 26th Avenue East
Bradenton, Florida 34208
 Phone: 941-708-7450 x7254
 Email: Kenneth.kohn@mymanatee.org

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 4)
X	Exhibit C - Project Plan

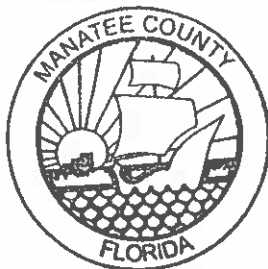
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

Southwest Florida Water Management District

By: _____
Name: _____ Date: _____
Title: _____

Manatee County
A political subdivision of the State of Florida
By: its Board of County Commissioners

By: TAL _____
Name: TAL Siddique Date: 4/21/26
Title: Chairman



Attest: Manatee County Clerk of the Circuit

Court and County Comptroller

By: Robin Roth OC
Deputy Clerk

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
District-Led Projects

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 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 District's Project Manager is authorized to affirm the invoice certification required by this Agreement. The parties' Project Managers are authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The parties' Project Managers are 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 an increased cost. 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.

☐ The District's Project Manager is authorized to affirm the invoice certification required by this Agreement. The parties' Project Managers are authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget or Funding Schedule, except when the adjusted line item amount exceeds the Cooperator's appropriation of funds in the fiscal year for which the adjustment is requested. The parties' Project Managers are 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 an increased cost. 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 District, whichever occurs first. The District 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 District shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The District shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. The District shall promptly advise the Cooperator of issues that arise that may impact the successful and timely completion of the Project. The District shall be solely responsible for managing and controlling the Project, including the engagement and supervision of any consultants or contractors.

5. **Funding.**

☒ The anticipated total cost of the Project is identified in the CFI Project Agreement. Each party shall fund the Project up to the amount of its respective share described in the CFI Project Agreement and shall have no obligation to pay any costs beyond the respective maximum amount. The Cooperator has fully appropriated from legally available funds its total share of Project costs as identified in the CFI Project Agreement. The Cooperator shall ensure that

the appropriated funds remain available for the Project until all reimbursements have been made to the District as required by this Agreement. This Paragraph shall survive the expiration or termination of this Agreement.

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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. If the District does not approve additional funds needed for the Project in a future fiscal year, the Cooperator shall reimburse its share of District expenses incurred in the amount of funds appropriated by the Cooperator as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, will reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent upon the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds. This Paragraph shall survive the expiration or termination of this Agreement.

7. Invoice and Payment.

- 7.1 The Cooperator shall reimburse the District for its share of allowable Project costs in accordance with the Project Budget, however, at no point in time shall the Cooperator's expenditure amount under this Agreement exceed the Cooperator's funding percentage of the Initial Board-Approved Project Amount. The Cooperator shall pay the District within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes.
- 7.2 The District shall submit invoices to the Cooperator at the address or email address identified in the CFI Project Agreement. Each invoice must include the following certification:
 - "I certify that the costs requested for reimbursement are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 26CF0004890), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."
- 7.3 Any travel expenses 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.
- 7.4 Surcharges added to third party invoices are not considered an allowable cost under this Agreement.
- 7.5 Contracts with consultant(s), contractor(s) or both shall refine the Project Budget by the budget amounts set forth in such contract(s) and be incorporated herein by reference.
- 7.6 This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

8. 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 District, the District's obligations to meet the time frames provided under this Agreement shall be suspended for the period of time the condition continues to exist. The suspension of the District's obligations provided in this provision shall be the Cooperator's sole remedy for the delays set forth herein.
9. Reports.
Upon request by the Cooperator, the District shall provide the Cooperator with copies of any and all data, reports, models, studies, maps or other documents resulting from the Project.
10. Liability.
Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This Paragraph does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph shall not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement. This Paragraph shall survive the expiration or termination of this Agreement.
11. Default.
A party may terminate this Agreement upon the other 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 in 30, 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.
12. 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, F.S.
13. Cooperator Recognition.
The District shall recognize Cooperator funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to Cooperator approval.
14. Law Compliance.
Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.
15. Assignment.
Except as otherwise provided in this Agreement, no party may assign any of its rights, duties, or obligations under this Agreement, 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.
16. Miscellaneous.
Nothing in this Agreement shall be construed or implied to create any relationship between the Cooperator and any consultant or contractor of the District. 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.

17. Lobbying Prohibition.

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

18. Counterparts and Authority to Sign.

The signatures of all of the 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.

19. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), 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. In the event of a conflict of contract terminology, priority shall be given first to CFI Project Agreement, then to Exhibit A, and then to Exhibit C.

Exhibit C
Southwest Florida Water Management District
Project Plan

PROJECT DESCRIPTION

The Project is to develop a watershed management plan (WMP) for the Lake Manatee watershed (Watershed), which covers an area of approximately 123 square miles located in Manatee County, Florida. This WMP will include project development; watershed evaluation; floodplain analysis; peer review; public outreach; and District Governing Board approval of final floodplain results. Currently, flood analysis models are more than 10 years old, and the Watershed includes regional or intermediate stormwater systems. The information developed from the Project will assist the Cooperator with floodplain management as well as planning and development decisions. It will also support the District's Resource Management and Environmental Resource Permitting programs. The District will manage the Project, which includes retaining consultants to perform the Project Tasks.

PROJECT TASKS

All work related to the Project will be performed in accordance with the District's Watershed Management Program Guidance documents, effective as of the date of the District's issuance of a Task Work Assignment to its consultant. A list of these Guidance documents can be found at: ftp://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents.

1. **PROJECT DEVELOPMENT** – Development of a project plan to guide both Project execution and Project control.
2. **WATERSHED EVALUATION** – The systematic acquisition and assessment of watershed data through desktop and field reconnaissance and survey; and development of Geographic Watershed Information System (GWIS) database, or a Geographic Information System (GIS) database in a format approved by the District for the Watershed features. Watershed Evaluation defines the Watershed's natural conveyance and storage features as well as stormwater infrastructure. It also establishes the complexity of preliminary model features of the Watershed. The deliverables and watershed evaluation report will be peer reviewed by an independent and qualified consultant.
3. **FLOODPLAIN ANALYSIS** – Consists of tasks related to the management of surface water resources. These tasks include developing a watershed model and identifying associated floodplains including potentially re-delineation of existing FEMA designated floodways. The watershed model, floodplain results, and justification report will be peer reviewed by an independent and qualified consultant. A preliminary floodplain public outreach will be held to solicit public comments.

DELIVERABLES

The Cooperator shall provide a written response to the District in the geodatabase within 20 business days of receipt. The District shall provide a written response to the Cooperator's questions and concerns in the geodatabase within 20 business days of receipt.

- Project Development Document
- Watershed Evaluation Report
- Watershed Model
- Preliminary Floodplains (100-year & 500-year)
- WMP Geodatabase

- Floodplain Justification Report
- Peer Review Report
- Comments Geodatabase

PROJECT SCHEDULE

Additional milestones for the following tasks will be completed within the timeframes set forth in Task Work Assignments (TWAs) issued to the District's consultant.

DESCRIPTION	COMMENCE	COMPLETE
1. Project Development	01/05/2026	07/05/2026
2. Watershed Evaluation	07/06/2026	07/06/2028
3. Floodplain Analysis	07/07/2028	07/07/2030

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1. Project Development	\$25,000	\$25,000	\$50,000
2. Watershed Evaluation	\$479,500	\$479,500	\$959,000
3. Floodplain Analysis	\$479,500	\$479,500	\$959,000
TOTAL	\$984,000	\$984,000	\$1,968,000

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(DATE SHOULD BE April 27, 2026)

~~April 7, 2026~~ - Regular Meeting

Subject

Execution of Cooperative Funding Agreement No. 26CF004890 with Southwest Florida Water Management District (SWFWMD) for the Lake Manatee Watershed Management Plan Project Q421, Kenneth Kohn, Senior Project Engineer - District 1

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Kenneth Kohn, P.E., Sr. Project Engineer Public Works Infrastructure, Extension 7254

Action Requested

Authorization for the Chairperson to execute the Cooperative Funding Agreement between Manatee County and Southwest Florida Water Management District (SWFWMD); and designate the Project Manager for the County as Kenneth Kohn, P.E.

Enabling/Regulating Authority

F.S. Chapter 125, County Government

Applicable Advisory Board

N/A

Background Discussion

Manatee County has applied for and subsequently been approved for a Cooperative Funding Agreement with Southwest Florida Water Management District (SWFWMD) for a Watershed Management Plan (WMP) of the Lake Manatee Watershed. In conjunction with this initial agreement, the County will enter a 50/50 cost share for the project budget. This agreement will remain effective through December 31, 2031. This agreement is subject to amendment regarding budget and/or expiration date. The total cost of the project is \$1,968,000, with the County share of \$984,000. Attached you will find a copy of the Cooperative Funding Agreement.

The County is entering into this Cooperative Funding Agreement with the SWFWMD to modernize 100-year floodplain delineation through LIDAR, infrastructure inventory, permit data collection, drainage model analysis, and flood mitigation options. Once the watershed study is adopted through the SWFWMD, the modernized 100-year floodplain data will be submitted to the Federal Emergency Management Administration (FEMA) for incorporation

into the Manatee County Flood Insurance Rate Maps (FIRM). Flood mitigation alternatives will also be provided for potential future flood reduction and drainage improvement projects. Present 100-year data for the Lake Manatee watershed dates back to 1984 and 1992 effective FIRM and is considered obsolete.

Attorney Review

Formal Written Review (Opinion memo must be attached) Stratton

Instructions to Board Records

Please return one (1) executed agreement to Kenneth Kohn, Public Works Department, for transmittal to SWFWMD. The signature occurs on page 2 of the agreement (see attached 26CF0004890 Agreement_rev.pdf). Once the agreement has been executed by SWFWMD, an original signed agreement will be forwarded to the Board Records for retention. **Distributed 4/22/26, RT**

Cost and Funds Source Account Number and Name

Maximum cost not to exceed \$984,000. 460-0010700/Stormwater Engineering

Amount and Frequency of Recurring Costs

N/A

Southwest Florida Water Management District

Cooperative Funding Initiative (CFI)

Project Agreement (Type 4)

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Cooperator Name: Manatee County, a political subdivision of the State of Florida
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Bradenton, Florida 34208
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 Electronic Signature: No

Funding/Agreement Information

*expiration date subject to change

Risk Level: Type 4
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X	Exhibit A - CFI Standard Terms and Conditions (Type 4)
X	Exhibit C – Project Plan

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: _____

Manatee County
A political subdivision of the State of Florida
By: its Board of County Commissioners

By: _____
Name: _____ Date: _____
Title: _____

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
District-Led Projects

1. Project Contacts and Notices.

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9. Reports.
Upon request by the Cooperator, the District shall provide the Cooperator with copies of any and all data, reports, models, studies, maps or other documents resulting from the Project.
10. Liability.
Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This Paragraph does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph shall not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement. This Paragraph shall survive the expiration or termination of this Agreement.
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17. Lobbying Prohibition.

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

18. Counterparts and Authority to Sign.

The signatures of all of the 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.

19. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), 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. In the event of a conflict of contract terminology, priority shall be given first to CFI Project Agreement, then to Exhibit A, and then to Exhibit C.

Exhibit C
Southwest Florida Water Management District
Project Plan

PROJECT DESCRIPTION

The Project is to develop a watershed management plan (WMP) for the Lake Manatee watershed (Watershed), which covers an area of approximately 123 square miles located in Manatee County, Florida. This WMP will include project development; watershed evaluation; floodplain analysis; peer review; public outreach; and District Governing Board approval of final floodplain results. Currently, flood analysis models are more than 10 years old, and the Watershed includes regional or intermediate stormwater systems. The information developed from the Project will assist the Cooperator with floodplain management as well as planning and development decisions. It will also support the District's Resource Management and Environmental Resource Permitting programs. The District will manage the Project, which includes retaining consultants to perform the Project Tasks.

PROJECT TASKS

All work related to the Project will be performed in accordance with the District's Watershed Management Program Guidance documents, effective as of the date of the District's issuance of a Task Work Assignment to its consultant. A list of these Guidance documents can be found at: ftp://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents.

1. PROJECT DEVELOPMENT – Development of a project plan to guide both Project execution and Project control.
2. WATERSHED EVALUATION – The systematic acquisition and assessment of watershed data through desktop and field reconnaissance and survey; and development of Geographic Watershed Information System (GWIS) database, or a Geographic Information System (GIS) database in a format approved by the District for the Watershed features. Watershed Evaluation defines the Watershed's natural conveyance and storage features as well as stormwater infrastructure. It also establishes the complexity of preliminary model features of the Watershed. The deliverables and watershed evaluation report will be peer reviewed by an independent and qualified consultant.
3. FLOODPLAIN ANALYSIS – Consists of tasks related to the management of surface water resources. These tasks include developing a watershed model and identifying associated floodplains including potentially re-delineation of existing FEMA designated floodways. The watershed model, floodplain results, and justification report will be peer reviewed by an independent and qualified consultant. A preliminary floodplain public outreach will be held to solicit public comments.

DELIVERABLES

The Cooperator shall provide a written response to the District in the geodatabase within 20 business days of receipt. The District shall provide a written response to the Cooperator's questions and concerns in the geodatabase within 20 business days of receipt.

- Project Development Document
- Watershed Evaluation Report
- Watershed Model
- Preliminary Floodplains (100-year & 500-year)
- WMP Geodatabase

- Floodplain Justification Report
- Peer Review Report
- Comments Geodatabase

PROJECT SCHEDULE

Additional milestones for the following tasks will be completed within the timeframes set forth in Task Work Assignments (TWAs) issued to the District's consultant.

DESCRIPTION	COMMENCE	COMPLETE
1. Project Development	01/05/2026	07/05/2026
2. Watershed Evaluation	07/06/2026	07/06/2028
3. Floodplain Analysis	07/07/2028	07/07/2030

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1. Project Development	\$25,000	\$25,000	\$50,000
2. Watershed Evaluation	\$479,500	\$479,500	\$959,000
3. Floodplain Analysis	\$479,500	\$479,500	\$959,000
TOTAL	\$984,000	\$984,000	\$1,968,000

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From: [Angelina Stratton](#)
To: [Kenneth Kohn](#)
Cc: [Tom Gerstenberger](#); [Juliet Shepard](#)
Subject: RE: Response to RLS 25/26-0081 - Lake Manatee Watershed Management Plan
Date: Thursday, February 26, 2026 1:30:37 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Kenneth –

We've reviewed SWFWMD's response. Since the effective date cannot be changed, please include language in the agenda item that explains why the effective date is October 1, 2025.

Thank you, Angelina

Angelina Stratton | Asst. County Attorney

Manatee County Attorney's Office

1112 Manatee Avenue West, Suite 969

Bradenton, Florida 34205

Email: Angelina.stratton@mymanatee.org

Phone: (941) 745-3750

Fax: (941) 745-3089

From: Kenneth Kohn <kenneth.kohn@mymanatee.org>
Sent: Friday, February 20, 2026 10:22 AM
To: Juliet Shepard <juliet.shepard@mymanatee.org>
Cc: Tom Gerstenberger <tom.gerstenberger@mymanatee.org>
Subject: RE: Response to RLS 25/26-0081 - Lake Manatee Watershed Management Plan

Juliet,

Good morning. I have the responses from SWFWMD staff to your comments in the attached email for your review.

If you can please review and get back to us with any remaining issues or if we can proceed with what was provided for submittal for the next available BCC for execution.

I would add to the one comment item 4 request to change from Hillsborough to Manatee County that this has been approved in prior agreement before-see attached for example-Braden River.

Thank you,

Kenneth Kohn, P.E.
Senior Project Engineer
Stormwater Engineering Division

Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
941-708-7450, x7254
Kenneth.kohn@mymanatee.org

From: Juliet Shepard <juliet.shepard@mymanatee.org>
Sent: Monday, December 22, 2025 11:12 AM
To: Kenneth Kohn <kenneth.kohn@mymanatee.org>
Cc: Chad Butzow <chad.butzow@mymanatee.org>; Scott May <scott.may@mymanatee.org>; Tom Gerstenberger <tom.gerstenberger@mymanatee.org>; Liz Oconnor <liz.oconnor@mymanatee.org>; Michael Sturm <Michael.Sturm@mymanatee.org>; Pamela DAgostino <pamela.dagostino@mymanatee.org>; Angelina Stratton <angelina.stratton@mymanatee.org>; Brenda Baron <brenda.baron@mymanatee.org>
Subject: Response to RLS 25/26-0081 - Lake Manatee Watershed Management Plan

On behalf of Assistant County Attorney Angelina L. Stratton

Good morning Mr. Kohn:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office to conduct a review of the Southwest Florida Water Management District Cooperative Funding Initiative (CFI) Project Agreement (Type 4) ("Agreement") (including Exhibits A and C) between Manatee County ("County") and Southwest Florida Water Management District ("SWFWMD"). There is no Exhibit B referenced or attached to this Agreement.

The proposed Agreement is a SWFWMD form agreement that the County has accepted in past transactions with the SWFWMD. There were no specific legal concerns or issues raised in the RLS. Please find attached a PDF version of the Agreement with the CAO's comments. Except as otherwise indicated in the attached Agreement, I have not reviewed or revised the documents for thoroughness, accuracy, typographical errors, or ADA accessibility.

Please note that the Agreement requires the County to ensure that all appropriated funds remain available for the project until all reimbursements have been made as required.

The Agreement is legally sufficient for the Board's consideration. Please make sure to remove the comments (once addressed) before adding it to the Board's agenda. We offer no opinion as to the business judgment of this Agreement, including but not limited to the scope of work, funding, or project schedule. This concludes my response to this RLS. Should you have any additional questions or concerns, please do not hesitate to contact me.

Sincerely,

Juliet M. Shepard

Juliet M. Shepard, CP
Paralegal to Camilo A. Soto, Assistant County Attorney
Paralegal to Whittni M. Hodges, Assistant County Attorney
Paralegal to Angelina L. Stratton, Assistant County Attorney

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