

FIRST AMENDMENT  
AND REINSTATED AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
MANATEE COUNTY  
FOR  
COW PEN SLOUGH WATERSHED MANAGEMENT PLAN (Q148)

This AMENDMENT, effective December 31, 2025, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and MANATEE COUNTY, a political subdivision of the State of Florida, having an address of 1022 26th Avenue East, Bradenton, Florida 34208, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2020 (Agreement No. 21CF0003437/2021REV0003), that expired on December 31, 2025, hereinafter referred to as the "Existing Agreement," for the completion of a Watershed Management Plan (WMP) including floodplain analysis, Stormwater Level of Service (LOS), Surface Water Resource Assessment (SWRA), and Best Management Practice (BMP) alternative analysis for the Cow Pen Slough watershed in Manatee County; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to extend the contract period, modify the Project Schedule, and update contract language applicable to the DISTRICT'S cooperatively funded projects, if applicable.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. Except as otherwise provided herein, the terms, covenants and conditions of the Existing Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties.
2. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2025 to June 30, 2028.
3. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

DESCRIPTION	COMMENCE	COMPLETE
1.1 Watershed Evaluation	01/04/2021	05/31/2024
1.2 Watershed Management Plan and Floodplain Analysis	06/01/2024	03/15/2026
1.3 Level of Service	03/16/2026	10/16/2026
1.4 Surface Water Resource Assessment	10/17/2026	05/14/2027
1.5 BMP Alternatives Analysis	05/14/2027	12/31/2027

4. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Scott Letasi, P.E., PMP Date  
Bureau Chief, Engineering and Project Management

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

By: TAL \_\_\_\_\_ Date May 5 2026  
Name: TAL Siddique \_\_\_\_\_  
Title: CHAIRMAN \_\_\_\_\_  
Authorized Signatory



ATTEST: MANATEE COUNTY  
CLERK OF CIRCUIT COURT AND  
COUNTY COMPTROLLER  
BY: Rita M. [Signature] \_\_\_\_\_  
DEPUTY CLERK

FIRST AMENDMENT  
AND REINSTATED AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
MANATEE COUNTY  
FOR  
COW PEN SLOUGH WATERSHED MANAGEMENT PLAN (Q148)



Approved in Open Session 5/5/26  
Manatee County  
Board of County Commissioners

May 5, 2026 - Regular Meeting

**Subject**

Execution of First Amendment and Reinstated Agreement with the Southwest Florida Water Management District for Cow Pen Slough Watershed Management Plan (Q148), Kenneth Kohn, Sr. Project Engineer - Districts 1 and 5

**Category**

CONSENT AGENDA

**Briefings**

None

**Contact and/or Presenter Information**

Kenneth Kohn, Sr. Project Engineer, x7254, Kenneth.kohn@mymanatee.org, Stormwater Engineering Division

**Action Requested**

Authorization for the Chairperson to execute the First Amendment and Reinstated Agreement between the Southwest Florida Water Management District and Manatee County for Cow Pen Slough Watershed Management Plan (Q148).

**Enabling/Regulating Authority**

F.S. Chapter 125, County Government

**Applicable Advisory Board**

N/A

**Background Discussion**

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 Cow Pen Slough watershed dates back to 1984 and 1992 effective FIRM and is considered obsolete.

This request will amend the existing Cow Pen Slough Cooperative Funding Agreement (attached) with the Southwest Florida Water Management District (SWFWMD) to extend the time necessary to complete the study. In conjunction with the original agreement the

County will reimburse SWFWMD for 50% of all allowable cost associated with the project budget. The original agreement had an expiration date of December 31, 2025. This amendment to the agreement will extend the expiration to June 30,2028 for completion of the study. This agreement is subject to amendment regarding budget and expiration date.

**Attorney Review**

Not Reviewed (Utilizes exact document or procedure approved within the last 24 months)

**Instructions to Board Records**

Please ensure that the chairperson executes page 3 of both agreements.

Please return the executed agreements to Kenneth Kohn, Public Works Department, for transmittal to the SWFWMD.

**Distributed 5/7/26, RT**

**Cost and Funds Source Account Number and Name**

Maximum cost not to exceed \$270,000.460-0010700/Stormwater Engineering

**Amount and Frequency of Recurring Costs**

N/A

COOPERATIVE FUNDING AGREEMENT (TYPE 4)  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
MANATEE COUNTY  
FOR  
COW PEN SLOUGH WATERSHED MANAGEMENT PLAN (Q148)

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 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 "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 a Watershed Management Plan (WMP) including floodplain analysis, Stormwater Level of Service (LOS), Surface Water Resource Assessment (SWRA), and Best Management Practice (BMP) alternative analysis for the Cow Pen Slough watershed in Manatee County, 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.

Project Manager for the DISTRICT:  
Jezabel Pagan Garcia  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604  
Jezabel.PaganGarcia@swfwmd.state.fl.us

Project Manager for the COOPERATOR:  
Kenneth Kohn  
Manatee County  
1022 26th Avenue East  
Bradenton, Florida 34208  
kenneth.kohn@mymanatee.org

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

Reports required under this Agreement may be provided to the DISTRICT Contract Manager via email.

1.1 Project Managers are hereby 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 in accordance with each party's signature authority. Project Managers are not authorized to approve any time extension which will result in an increased cost, or which will exceed the expiration date set forth in the Contract Period Paragraph.

1.2 Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan attached hereto as an exhibit, the Funding Schedule contained in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 2 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed in accordance with each party's signature authority. Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the amounts set forth in the funding section of this Agreement, or approve an increase to a line item amount if the adjusted amount exceeds the COOPERATOR'S appropriation of funds in the fiscal year for which the adjustment is requested.

## 2. SCOPE OF WORK.

The DISTRICT shall perform the services necessary to complete the PROJECT in accordance with the 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 COOPERATOR prior to being performed by the DISTRICT. The DISTRICT shall be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

## 3. FUNDING.

The parties anticipate that the total cost of the PROJECT shall be Five Hundred and Forty Thousand Dollars (\$540,000). The COOPERATOR agrees to fund PROJECT costs up to Two Hundred and Seventy Thousand Dollars (\$270,000) and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR has fully appropriated from legally available funds the amounts set forth in the Funding Schedule for the first fiscal year of this Agreement. No later than October 31st of each year thereafter, the COOPERATOR shall provide documentation to the DISTRICT confirming that the

COOPERATOR has fully appropriated from legally available funds the amounts set forth in the Funding Schedule for the ten current fiscal year of this Agreement. The COOPERATOR shall ensure that the appropriated funds shall remain available for the PROJECT until all reimbursements have been made to the DISTRICT as required by this Agreement. In the event the COOPERATOR fails to appropriate funds in accordance with the Funding Paragraph, the COOPERATOR is obligated to reimburse its share of DISTRICT expenses incurred in the amount of funds the COOPERATOR appropriated, if any, for the PROJECT and the DISTRICT may terminate this Agreement by providing ten (10) days written notice to the COOPERATOR. The DISTRICT agrees to fund PROJECT costs up to Two Hundred and Seventy Thousand Dollars (\$270,000) and shall have no obligation to pay any costs beyond this maximum amount. In the event that the total cost of the PROJECT exceeds \$540,000, the DISTRICT and COOPERATOR by mutual agreement, may provide additional funding or reduce the PROJECT scope. The DISTRICT shall pay PROJECT costs prior to requesting reimbursement from the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

- 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 \$135,000 for the PROJECT through Fiscal Year 2021. 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. If the DISTRICT does not approve additional funds needed for the PROJECT in a future fiscal year, the COOPERATOR is obligated to reimburse its share of DISTRICT expenses incurred in the amount of funds the COOPERATOR appropriated 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 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 reimburse the DISTRICT for the COOPERATOR'S share of the allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. The DISTRICT may contract with consultant(s), contractor(s) or both and the budget amounts for the work set forth in such contract(s) will refine the amounts set forth in the Project Budget and be incorporated herein by reference. The COOPERATOR shall reimburse the DISTRICT for fifty percent (50%) of all allowable costs in each invoice received from the DISTRICT, but at no point in time shall the COOPERATOR'S expenditure amount under this Agreement exceed expenditures made by the DISTRICT. Payment shall be made to the DISTRICT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the COOPERATOR at the following address:

Manatee County  
Thomas R. Gerstenberger, P.E.  
1022 26th Avenue East  
Bradenton, Florida 34208

This Subparagraph shall survive the expiration or termination of this Agreement.

3.3 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 COOPERATOR shall not reimburse the DISTRICT for any purposes not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.

3.4 Each DISTRICT invoice must include the following certification, and the DISTRICT 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 DISTRICT'S matching funds, as represented in this invoice, are directly related to the performance under the Cow Pen Slough Watershed Management Plan (Q148) agreement between the Southwest Florida Water Management District and Manatee County (AGREEMENT NO. 21CF0003437), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

3.5 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the DISTRICT will continue to perform the PROJECT work in accordance with the Project Plan. The DISTRICT 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 COOPERATOR'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, within (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The DISTRICT'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the DISTRICT concerning the dispute.

#### 4. COMPLETION DATES.

The DISTRICT 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 DISTRICT, the DISTRICT'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. The suspension of the DISTRICT'S obligations provided in this provision shall be the DISTRICT'S sole remedy for the delays set forth herein.

5. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2020 and shall remain in effect through December 31, 2025, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the DISTRICT, whichever occurs first, unless amended in writing by the parties.

6. PROJECT RECORDS AND DOCUMENTS.

Upon request by the COOPERATOR, the DISTRICT shall permit the COOPERATOR to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the COOPERATOR. Payments made to the DISTRICT under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. The DISTRICT shall refund to the COOPERATOR all such disallowed payments. 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.

7. 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 shall remain the sole property of the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

8. 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.

9. 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 Liability 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 Liability 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.

The Liability Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

10. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of 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.

11. 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 disclosures laws set forth in Chapter 119, F.S.

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

13. LAW COMPLIANCE.

Each party 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 involved design services, the DISTRICT'S consultants, 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.

14. 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.

15. CONTRACTORS.

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

16. THIRD PARTY BENEFICIARIES.

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

17. LOBBYING PROHIBITION.

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

18. GOVERNING LAW.

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

19. 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. This Paragraph shall survive the expiration or termination of this Agreement.

20. COUNTERPARTS.

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

21. ENTIRE AGREEMENT.

This Agreement and the attached exhibit 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.

22. DOCUMENTS.

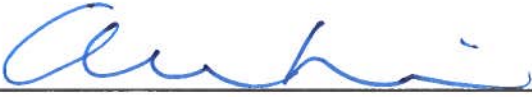
The following document is attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A."

. Exhibit "A" Project Plan

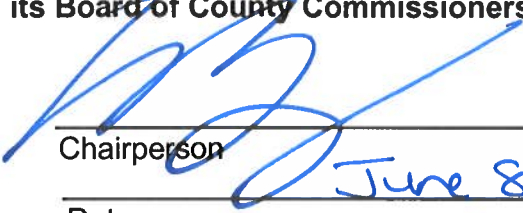
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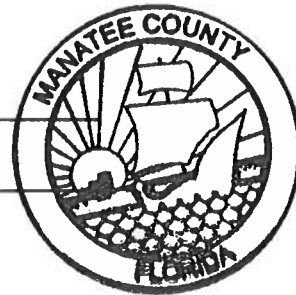
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  6/21/2021  
Amanda Rice, P.E. Date  
Assistant Executive Director

MANATEE COUNTY, a political subdivision of the State of Florida  
By: its Board of County Commissioners

By:   
Chairperson  
June 8/2021  
Date



ATTEST: ANGELA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: 

COOPERATIVE FUNDING AGREEMENT (TYPE 4)  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
MANATEE COUNTY  
FOR  
COW PEN SLOUGH WATERSHED MANAGEMENT PLAN (Q148)

**EXHIBIT "A"**  
**PROJECT PLAN**

**PROJECT DESCRIPTION**

This is a multi-year funded PROJECT to develop a watershed management plan (WMP) for the Cow Pen Slough watershed (Watershed), which covers an area of approximately 12 square miles located in southeastern Manatee County, Florida. This WMP will include project development; watershed model; floodplain analysis; peer review; public outreach; Board approval of final floodplain results; Stormwater Level of Service analysis (LOS); Surface Water Resource Assessment (SWRA); and Best Management Practice (BMP) alternative analysis. Currently, flood analysis models are not available, and the Watershed includes regional or intermediate stormwater systems. The information developed from the PROJECT will assist the COOPERATOR with floodplain and water quality management as well as planning and development decisions. It will also support the DISTRICT'S Resource Management and Environmental Resource Permitting programs. The following elements of the DISTRICT'S Watershed Management Program will be performed: (1) Watershed Evaluation, (2) Watershed Management Plan (3) Floodplain Analysis, and (4) Alternatives 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 DISTRICT will manage the PROJECT, which includes retaining consultants to perform the Project Tasks.

**RESOURCE BENEFIT**

The completion of a WMP that will develop better floodplain information and implement floodplain management programs to maintain storage and conveyance and to minimize flood damage.

**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 execution of this Agreement. A list of these Guidance documents can be found at: [ftp://ftp.swfwmd.state.fl.us/pub/GWIS/WMP\\_Guidance\\_Documents](ftp://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents).

1. **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 Geographical 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.
2. **WATERSHED MANAGEMENT PLAN AND FLOODPLAIN ANALYSIS** – Consists of tasks related to the management of surface water resources. These tasks include developing a watershed model and identifying associated floodplains. The watershed model and floodplain results will be peer reviewed by an independent and qualified consultant. A public outreach will be held to solicit public comments.

3. LEVEL OF SERVICE - Task includes establishing flood protection level of service (FPLOS), identifying roadway and structure flooding, and estimating flood damage.
4. SURFACE WATER RESOURCE ASSESSMENT – Task includes performing a Surface Water Resource Assessment (SWRA) and estimating pollutant loads.
5. BMP ALTERNATIVE ANALYSIS – Task includes identifying drainage improvement projects through alternatives analysis and prioritization, as well as identifying best management practices (BMPs) to address water quality concerns of the Watershed.

**DELIVERABLES**

- Monthly Status Reports
- Project Development Document
- Watershed Evaluation Report
- Watershed Model
- WMP Geodatabase
- Floodplain Justification Report
- Peer Review Report
- Comments Geodatabase
- FPLOS Analysis Report
- SWRA report and supporting calculations/model
- BMP Alternatives Analysis Report

**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. The DISTRICT will issue a notice to proceed to its consultant no later than 6 months from the execution of this Agreement.

DESCRIPTION	COMMENCE	COMPLETE
1.1 Watershed Evaluation	01/04/2021	01/03/2022
1.2 Watershed Management Plan and Floodplain Analysis	02/01/2022	02/03/2023
1.3 Level of Service	03/01/2023	09/01/2023
1.4 Surface Water Resource Assessment	10/01/2023	04/01/2024
1.5 BMP Alternatives Analysis	05/01/2024	12/31/2024

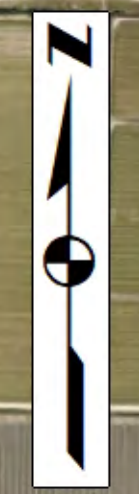
**PROJECT BUDGET**

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1.1 Watershed Evaluation	\$90,000	\$90,000	\$180,000
1.2 Watershed Management Plan and Floodplain Analysis	\$90,000	\$90,000	\$180,000
1.3 – 1.5 Level of Service, Surface Water Resource Assessment, and BMP Alternative Analysis	\$90,000	\$90,000	\$180,000
<b>TOTAL</b>	<b>\$270,000</b>	<b>\$270,000</b>	<b>\$540,000</b>

**FUNDING SCHEDULE**

FUNDING SOURCE	DISTRICT	COOPERATOR	TOTAL
FY2021	\$135,000	\$135,000	\$270,000
FY2022	\$135,000	\$135,000	\$270,000
TOTAL	\$270,000	\$270,000	\$540,000

# Cow Pen Slough Watershed



1 inch = 1,379 feet

**Legend**

- Interstate
- U.S. Highway
- State Road
- County Road
- Business Road

**CO**

- MANATEE

This map was developed by Manatee County Government. It is provided for general reference and is not warranted in any way. Errors from non-coincidence of features from different sources may exist. The Manatee County BOCC shall be held harmless for inappropriate or unintended uses of the information.