



An Equal
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Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Service Office

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

Sarasota Service Office

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

Tampa Service Office

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

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Robert R. Beltran, P.E.
Executive Director

November 9, 2015

Ms. Jennifer L. Rogers, P.E.
City of North Port Utilities
6644 W. Price Boulevard
North Port, FL 34291-4106

Subject: City of North Port Reclaimed Water Transmission Phase 3 (N667);
Agreement No. 15CS0000003

Dear Ms. Rodgers:

Enclosed is one executed original of the agreement between the Southwest Florida Water Management District and City of North Port for the subject project. I look forward to working with you on this project.

If you have any questions, please contact me at extension 4562 at the Brooksville office.

Sincerely,

Lisann C Morris

Lisann C. Morris
Sr. Professional Engineer
Water Supply
Water Resources Bureau

LCM:abp
Enclosures (1)



COOPERATIVE FUNDING AGREEMENT (2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF NORTH PORT
FOR
RECLAIMED WATER TRANSMISSION MAIN PHASE 3 (N667)

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 CITY OF NORTH PORT, a municipal corporation of the State of Florida, whose address is 4970 City Hall Boulevard, North Port, Florida 34286, hereinafter referred to as the "CITY."

WITNESSETH:

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

WHEREAS, the project consists of design, permitting, and construction of reclaimed water transmission infrastructure that includes approximately 7,400 feet of reclaimed water lines and necessary appurtenances to supply reclaimed water to recreational and commercial customers, 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 CITY in funding the PROJECT; and

WHEREAS, DISTRICT funding for the PROJECT includes funds from the Water Protection and Sustainability Program Trust Fund (WPSPTF); Catalog of State Financial Assistance number: CSFA 37.039.

NOW THEREFORE, the DISTRICT and the CITY, 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:	Lisann Morris Southwest Florida Water Management District 2379 Broad Street Brooksville, Florida 34604-6899
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Project Manager for the CITY:

Jennifer Rogers
City of North Port Utilities Department
6644 West Price Boulevard
North Port, Florida 34291

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 CITY shall perform the services necessary to complete the PROJECT in accordance with the CITY'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 CITY prior to being performed by the CITY. The CITY 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 One Million Three Hundred Twenty Thousand Dollars (\$1,320,000). 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 Six Hundred Fifty Thousand Five Hundred Seventy Nine Dollars and Eighty One Cents (\$650,579.81), and shall have no obligation to pay any costs beyond this anticipated maximum amount. The CITY 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 CITY recognizes that the DISTRICT has approved Thirty-Three Thousand Dollars (\$33,000) for the PROJECT through Fiscal Year 2015. This amount includes Eighteen Thousand Eight Hundred Forty Dollars and Thirty Seven Cents (\$18,840.37) of WPSPTF funds. 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 CITY'S payment of any financial obligation under this Agreement is subject to appropriation by the CITY'S Commission of legally available funds.

- 3.2 The CITY shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the CITY 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." Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the CITY shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the CITY for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the CITY for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the CITY, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the CITY. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the CITY has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to Subparagraph 3.4 and are otherwise reimbursable by the DISTRICT under this Agreement.
- 3.3 Any funds received from the WPSPTF shall be applied to equally reduce each party's share of allowable construction costs not to exceed 20% of the total allowable construction costs for the PROJECT. Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the CITY for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The CITY shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT.
- 3.4 The CITY may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The CITY must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the CITY within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the PROJECT budget and be incorporated herein by reference. The DISTRICT shall not reimburse the CITY 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 CITY within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the CITY for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 3.2 of this Agreement.

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 CITY 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 "Measurable Benefit"). The parties also acknowledge that the CITY is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the CITY with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the CITY until such time as the CITY demonstrates that the PROJECT shall achieve the required resource benefits, to provide the CITY with an opportunity to cure the deficiencies.
- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the CITY 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 CITY are not reimbursable by the DISTRICT and may not be included in the CITY'S share of funding contributions under this Agreement.
- 3.8 The DISTRICT has no obligation and shall not reimburse the CITY for any costs under this Agreement until the Notice to Proceed with construction has been issued to the CITY'S contractor. Additionally, the DISTRICT has no obligation to reimburse the CITY for any costs under this Agreement until the related wastewater treatment

facility which must be permitted by the Florida Department of Environmental Protection to deliver reclaimed water flows to the PROJECT as proposed in the Project Plan, is constructed and operational, and if the proposed user of the reclaimed water is a newly proposed development or subdivision, until said development or subdivision is fully permitted and under construction.

- 3.9 Each CITY invoice must include the following certification, and the CITY 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 CITY'S matching funds, as represented in this invoice, are directly related to the performance under the Reclaimed Water Transmission Main Phase 3 (N667) agreement between the Southwest Florida Water Management District and City of North Port (Agreement No. 15C00000081), are allowable, allocable, properly documented, and are in accordance with the approved project budget. This invoice includes \$__ of contingency expenses. The CITY has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and \$__ has been allocated to this invoice, reducing the DISTRICT'S and CITY'S share to \$__."

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

4. COMPLETION DATES. The CITY shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in Exhibit "A," including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1.1 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 CITY, the CITY'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 CITY 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 CITY'S obligations provided for in this provision shall be the CITY'S sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 The CITY shall repay the DISTRICT all funds the DISTRICT paid to the CITY under this Agreement, if: a) the CITY fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the CITY has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the CITY fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1.1; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in Paragraph 6 of this Agreement and the requirements applicable to reclaimed water projects set forth in Paragraphs 24 and 26. Should any of the above conditions exist that require the CITY to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in Paragraph 13, Default.
- 5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the CITY may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.
- 5.3 In the event the CITY is obligated to repay the DISTRICT under any provision of this Agreement, the CITY shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The CITY shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of CITY'S failure to repay the DISTRICT as required by this Agreement.

6. OPERATION AND MAINTENANCE. The CITY 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 CITY. The CITY shall provide written notice to the DISTRICT of any adverse short-term conditions and the CITY'S plan of action with regard to said conditions. The DISTRICT'S Contract Manager will evaluate and determine the CITY'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 CITY to reimburse the DISTRICT for payments made pursuant to this Agreement in an amount equivalent to the percentage of capacity not attained.

- 6.1. Within thirty (30) days after construction is completed, the CITY shall provide the DISTRICT with construction record drawings, signed and sealed by a professional

engineer, certifying that the Measurable Benefit has been achieved. The CITY shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the CITY shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The CITY'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period

- 6.2. The DISTRICT retains the right to audit any certification and the CITY shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.
7. FLORIDA SINGLE AUDIT ACT. Funding for this Agreement includes federal and state financial assistance and is therefore subject to the United States Office of Management and Budget (OMB) Circular A-133 and the Florida Single Audit Act (FSAA), Section 215.97, F.S. The CITY is a subrecipient of federal and state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements set forth in Exhibit "B." The CITY must also use the Florida Single Audit Act Checklist For Non-State Organizations - Recipient/Subrecipient vs. Vendor Determination (Attachment 2 of Exhibit "B"), to evaluate the applicability of the FSAA to non-state organizations to which the CITY provides State resources to assist in carrying out activities related to this Agreement.
8. WATER RATE STRUCTURES. The CITY shall adopt rate structures for water customers in the CITY'S service area that shall promote the conservation of water and the use of water from alternative water supplies. The CITY will provide a copy of such rate structures to the DISTRICT prior to the CITY'S first request for reimbursement of PROJECT costs. The CITY shall implement the rate structures as described herein within 12 months of completion of the PROJECT.
9. CONTRACT PERIOD. This Agreement shall be effective June 23, 2015 and shall remain in effect through June 30, 2018, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the CITY, whichever occurs first, unless amended in writing by the parties. The CITY 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.
10. PROJECT RECORDS AND DOCUMENTS. Upon request by the DISTRICT, the CITY 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 CITY 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 five (5) 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.

11. REPORTS.

- 11.1 The CITY 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 CITY shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.
- 11.2 Upon request by the DISTRICT, the CITY shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.
- 11.3 The CITY shall provide the DISTRICT with the proposed final design, including supporting documentation for review by the DISTRICT in order for the DISTRICT to verify that the proposed design meets the requirements of the PROJECT as set forth in Exhibit "A." The DISTRICT shall provide a written response to the CITY within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of the Agreement or stating its insufficiencies. The CITY 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 CITY shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.
- 11.4 The CITY shall provide the DISTRICT with an "*Annual Reclaimed Water Supplier Report*" showing the reuse flow and customer information for the CITY'S entire reuse system. This report requirement shall become effective upon execution of this Agreement. The reporting period shall be October 1st through September 30th and the report must be submitted by April 1st of the calendar year following the fiscal year period. The Annual Reclaimed Water Supplier Report is available at:

http://www.swfwmd.state.fl.us/download/view/site_file_sets/118/SWFWMD_Annual_Reclaimed_Water_Supplier_Report_LEG-R02600_AA.xlsx

The report format will be updated by the DISTRICT as needed. The CITY shall obtain the DISTRICT'S approval of the report before the report is finalized, and the DISTRICT will not unreasonably withhold its approval. Annual submission of this

report will eliminate the requirement for the Reclaimed Water Offset Report by the CITY from any ongoing or previously completed reclaimed water projects with the DISTRICT. In addition to other remedies provided in this Agreement, noncompliance with this report requirement may affect the CITY'S eligibility for further DISTRICT funding.

- 11.5 Reclaimed water facility information must be delivered to the DISTRICT as one ESRI Geodatabase that will contain the three feature classes and characteristics identified in the CITY'S Project Plan set forth in Exhibit "A."
- 11.6 The CITY shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

12. RISK, LIABILITY, AND INDEMNITY.

- 12.1 To the extent permitted by Florida law, the CITY assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the CITY shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the CITY does not in any way constitute an agency relationship between the DISTRICT and the CITY.
- 12.2 The CITY agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the CITY'S officers, employees, contractors and agents related to its performance under this Agreement.
- 12.3 This Paragraph 12 shall not be construed as a waiver of the CITY'S sovereign immunity or an extension of CITY'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph 12 will not be construed to impose contractual liability on the CITY for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the CITY to be sued by third parties in any manner arising out of this Agreement.
- 12.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

- 13. 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.

14. 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.
15. DISTRICT RECOGNITION. The CITY 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 CITY 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.
16. PERMITS AND REAL PROPERTY RIGHTS. The CITY 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 CITY for any costs under this Agreement until the CITY 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 CITY shall repay the DISTRICT all monies contributed to the PROJECT.
17. LAW COMPLIANCE. The CITY 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 CITY'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.
18. DIVERSITY IN CONTRACTING AND SUBCONTRACTING. The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the CITY 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.

- 18.1 If requested, the DISTRICT shall assist the CITY by sharing information to help the CITY in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.
- 18.2 The CITY 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.
19. 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.
20. 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 CITY.
21. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
22. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the CITY is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
23. 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 CITY agrees to include this provision in all contracts issued as a result of this Agreement.
24. DISTRIBUTION REQUIREMENTS. The CITY shall adhere to the following terms and conditions and shall provide written documentation of the status of each prior to requesting any reimbursement.

Prior to submitting the first invoice for DISTRICT reimbursement the CITY shall continue to:

- 24.1. Adopt, or have the associated local government adopt, an ordinance requiring dual distribution (potable and reclaimed) lines in new developments within their reclaimed water service area, and provide for the necessary enforcement.
- 24.2. Adopt an ordinance and provide enforcement for the efficient use of reclaimed water for aesthetic landscape irrigation which results in at least a fifty percent (50%) offset to groundwater, surface water, and or potable water supplies. Examples may include, but are not limited to: eliminating daytime reclaimed water irrigation, odd/even reclaimed watering schedules, and residential reclaimed water metering coupled with water conserving rates. Such measures shall be developed with the intent of eliminating practices which do not result in the beneficial offset of potable or groundwater uses.
- 24.3. Adopt a policy to guarantee a rate of connection to the reclaimed water system that is not less than fifty percent (50%) of the customer accounts in the PROJECT'S service area. This fifty percent (50%) rate of connections shall be achieved in the PROJECT service area within one year of PROJECT completion. The policy and proof of this connection rate is included in the CITY'S Project Plan set forth in Exhibit "A."
- 24.4. Have initiated the installation of reclaimed water meters within the PROJECT service area identified in the CITY'S Project Plan set forth in Exhibit "A." A minimum of a master meter per subdivision is required. The CITY shall maintain said meter(s) for the life of the reuse system.
25. EDUCATION PROGRAM AND APPROVAL. The CITY shall continue its previously approved customer education program promoting the efficient use and conservation of reclaimed water.
26. 20-YEAR CUSTOMER COMMITMENT AGREEMENT. The CITY shall obtain written agreements with reclaimed water customers served by the PROJECT that provide at least fifty percent (50%) of the PROJECT'S proposed reclaimed water offsets of existing or planned, groundwater or surface water withdrawals, under normal operating conditions for a minimum of 20 years. Written notification that all such agreements have been secured shall be provided to the DISTRICT'S Contract Manager prior to initiating construction of the PROJECT, and copies shall be furnished upon request. Agreements must include at a minimum term of agreement, quantities to be supplied, rates and seasonal availability.
27. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida.
28. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or

expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 5.1.

29. 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 Subparagraphs 3.3, 11.2, 11.4, 11.5, 24.3 and 24.4, and Paragraphs 5, 6, 8, 10, 12, 16, 19, 26, 27 and 28 and any provisions requiring an offset or other continuing resource benefit.
30. 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.
31. 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 "C," then to Exhibit "A," and then to Exhibit "B."

Exhibit "A"	CITY'S Project Plan
Exhibit "B"	Minority/Women Owned and Small Business Utilization Report Form
Exhibit "C"	Special Audit Requirements

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: Brian J. Armstrong 11/5/15
Brian J. Armstrong, P.G. Date
Assistant Executive Director

CITY OF NORTH PORT

By: Rhonda DiFranco 10/27/15
Rhonda DiFranco, Mayor Date

ATTEST

Helen M. Rando
Helen M. Rando, MMC
City Clerk

COOPERATIVE FUNDING AGREEMENT (2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF NORTH PORT
FOR
RECLAIMED WATER TRANSMISSION MAIN PHASE 3 (N667)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	_____	_____
RISK MGMT	_____	_____
CONTRACTS	_____	_____
BUREAU CHIEF	_____	_____
DIRECTOR	_____	_____
GOVERNING BOARD	_____	_____

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: _____
Brian J. Armstrong, P.G. Date
Assistant Executive Director

CITY OF NORTH PORT

By: _____
Jonathan Lewis, City Manager Date

COOPERATIVE FUNDING AGREEMENT (2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF NORTH PORT
FOR
RECLAIMED WATER TRANSMISSION MAIN PHASE 3 (N667)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>mm</u>	<u>8/28/15</u>
RISK MGMT	<u>N/A</u>	
CONTRACTS	<u>Aut</u>	<u>8/31/15</u>
BUREAU CHIEF	<u>jam</u>	<u>9-14-15</u>
DIRECTOR	<u>MGN</u>	<u>9/23/15</u>
GOVERNING BOARD	<u>Aut</u>	<u>5/19/15</u>

EXHIBIT "A"
CITY'S PROJECT PLAN

PROJECT DESCRIPTION

The PROJECT is for design, permitting and construction of reclaimed water transmission infrastructure that includes approximately 7,400 feet of 16-inch to 18-inch diameter reclaimed transmission pipeline and necessary appurtenances to supply reclaimed water to customers.

The closed loop hydraulics obtained by this PROJECT forms the basis for future projects to be constructed to the east of the CITY'S existing waste water treatment facility (WWTF) while maintaining adequate pressures to future reuse customers. The PROJECT will provide an additional demand of reclaimed water to existing users and approximately 0.36 mgd for residential, commercial, recreational park and golf course use. The total amount of water that could potentially be reused is estimated at approximately 1.3 million gallons per day by existing and proposed customers in the Southern Water Use Caution Area (SWUCA).

20-YEAR CUSTOMER COMMITMENT AGREEMENT

The 20-Year Customer Commitment Agreement referenced in Paragraph 25 of this Agreement shall include a provision that requires each water use permit (WUP) permittee to submit a permit modification application to modify its WUP within fifteen (15) days of being provided reclaimed water to: a) transfer groundwater quantities equal to the quantities of reclaimed water received by the permittee as a result of the PROJECT to standby quantities; and b) prohibit the use of the groundwater standby quantities except to the extent necessary to compensate for unavailable reclaimed water.

MEASURABLE BENEFIT

Utilization of 0.36 mgd of reclaimed water for residential and commercial customers and a recreational park in the SWUCA.

DELIVERABLES

- Quarterly Design/Construction Status Reports
- Copy of contract with consultant and contractor (for cost approval, prior to execution)
- Copy of executed contract with consultant and contractor
- Proposed Final Design Plans (verify design meets requirements of PROJECT Plan)
- 20-Year Customer Commitment Agreements with users (prior to construction)
- Copy of Construction Bid Package (for cost approval prior to posting)
- Copy of all required federal, state and local environmental permit application packages and final permits
- Copy of Construction Permits
- Signed and sealed As-Built drawings
- Construction Completeness Letter

- Documentation of policy to guarantee rate of connection and subsequent proof of connection
- Copy of Operation and Maintenance Plan
- Reclaimed Water GIS Data*
- One (1) set, electronic and hardcopy, of any final reports
- Minority/Women Owned and Small Business Utilization Report
- Upon District request, Bi-annual Operation and Maintenance Reports

PERFORMANCE SCHEDULE

TASKS	COMMENCE	COMPLETE
Survey, and Design	June 23, 2015	October 1, 2016
Permitting	October 1, 2015	October 1, 2016
Construction	December 31, 2017	April 1, 2018

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

PROJECT BUDGET

TASKS	CITY	WPSTF	DISTRICT	TOTAL
Survey, Design, & Permitting	\$66,430.00	\$0.00	\$66,430.00	\$132,860.00
Construction	\$584,149.82	\$18,840.37	\$584,149.81	\$1,187,140.00
CEI	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$650,579.82	\$18,840.37	\$650,579.81	\$1,320,000.00

*ADDITIONAL INFORMATION

RECLAIMED WATER GIS DATA SPECIFICATIONS. Reclaimed water facility information must be delivered to the DISTRICT as one ESRI Geodatabase that will contain three feature classes. The deliverables will have the following characteristics:

- The data must be delivered in an ArcGIS geodatabase (file or personal) that is no higher in version than the version being used by the DISTRICT at the time the data is submitted.
- Projection will be either:
 - Universal Transverse Mercator, Zone 17, NAD 83/90 HARN, units of meters
 - Florida State Plane Feet West Zone, NAD 83/90 HARN, units of feet
- All line features must be snapped at connecting ends.
- Include geospatial metadata compliant with DISTRICT and Federal Geographic Data Committee standards. Copies of standards are available for download from the DISTRICT'S FTP website.

http://ftp.swfwmd.state.fl.us/pub/gisdata/metadata_stnds/

File name: *ContractorsXML.ZIP*

- Deliverable media will be CD, DVD, USB external/portable hard drive or flash drive.

- The horizontal accuracy of all features shall meet or exceed the accuracy of the 1:12,000 (1":1000') scale maps (plus or minus 20 feet).

The geodatabase template in XML format and an empty geodatabase format are available for download from the DISTRICT'S FTP website.

<http://ftp.swfwmd.state.fl.us/pub/gisdata/schema/>

File name: *ReclaimedWater_schema.ZIP*

FEATURE CLASSES

Wastewater Treatment Plants

Feature Class Name: RECLAIMEDWATERTREATMENTPLANTS

Description: Locations of all wastewater treatment plants. Locations are to be represented by a point that represents the approximate center of the main entry gate of the property on which the treatment plant resides.

Feature Class Type: POINT

Attributes in addition to default attributes for point feature classes:

PLANTCAPACOMPANY

Type: Numeric / Double

Description: Permitted annual daily average treatment capacity, in millions of gallons per day (mgd).

Nullable: No

PLANTREUSEFLOW

Type: Numeric / Double

Description: Annual daily average flow of reclaimed water (mgd).

Nullable: No

PLANTFLOW

Type: Numeric / Double

Description: Annual daily average of treated water (mgd).

Nullable: No

REPORTINGYEAR

Type: Numeric / Short Integer

Description: Reporting year for PLANTFLOW and PLANTREUSEFLOW values.

Nullable: No

RWPLANTNAME

Type: Text / String

Length: 60

Description: Name of wastewater treatment plant.

Nullable: No

TREATLEVEL

Type: Text / String
Length: 5
Description: Treatment level:
ADV Advanced (AWT)
SAD Secondary Advanced treatment with filtration
SEC Secondary treatment
FT Full treatment
PRI Primary treatment
TER Tertiary treatment
Nullable: No

DISINFLEVEL

Type: Text / String
Length: 5
Description: Disinfection level:
BA Basic
IN Intermediate
HI High
FT Full treatment disinfection
Nullable: No

RWOWNER

Type: Text / String
Length: 40
Description: The name of the utility or agency that owns the water treatment plant.
Nullable: No

RWSTATUS

Type: Text / String
Length: 4
Description: Current status of wastewater treatment plant:
EX Existing
DC Design/Construction
PR Proposed
Nullable: No

PERMITTEDANNUAL

Type: Numeric / Double
Description: Permitted annual average reuse capacity (mgd).
Nullable: No

PROJECTNUMBER

Type: Text / String
Length: 50
Description: Project number used by DISTRICT staff for budget tracking (e.g., A123). If a treatment plant supplies water to more than one project, list project numbers separated by commas.
Nullable: No

COMMENTS

Type: Text / String
Length: 100
Description: Optional field for additional comments.
Nullable: Yes

Reclaimed Water Transmission Lines

Feature Class Name: RECLAIMEDWATERLINES

Description: All proposed and existing reclaimed water lines.

Feature Class Type: LINE

Attributes in addition to default attributes for line feature classes:

RWSTATUS

Type: Text / String
Length: 2
Description: Current status of reclaimed water line:
EX Existing line
DC Design/Construction line
PR Proposed line
Nullable: No

RWFUNDING

Type: Text / String
Length: 1
Description: Is funding provided by the DISTRICT for this line?
Y Yes
N No
Nullable: No

RWOWNER

Type: Text / String
Length: 40
Description: The name of the utility or agency that owns the reclaimed water lines.
Nullable: No

RWLINESIZE

Type: Numeric / Long Integer
Description: The diameter of reclaimed water line in inches.
Nullable: No

PROJECTNUMBER

Type: Text / String
Length: 10
Description: Project number used by DISTRICT staff for budget tracking (e.g., A123)
Nullable: No

COMMENTS

Type: Text / String
Length: 100
Description: Optional field for additional comments.
Nullable: Yes

Reclaimed Water Storage Areas

Feature Class Name: RECLAIMEDWATERSTORAGE

Description: Locations of all storage facilities. Locations are to be represented by a point that represents the approximate center of each individual storage tank/pond/ASR.

Feature Class Type: POINT

Attributes in addition to default attributes for point feature classes:

RWSTORAGETYPE

Type: Text / String
Length: 4
Description: Type of reclaimed water storage facility:
 POND Pond or uncovered tank
 TANK Tank
 ASR Aquifer storage and recovery
Nullable: No

RWFUNDING

Type: Text / String
Length: 1
Description: Is funding provided by the DISTRICT for this facility?
 Y Yes
 N No
Nullable: No

RWSTATUS

Type: Text / String
Length: 2
Description: Current status of storage facility:
 EX Existing
 DC Design/Construction
 PR Proposed
Nullable: No

RWOWNER

Type: Text / String
Length: 40
Description: The name of the utility or agency that owns the storage facility.
Nullable: No

PROJECTNUMBER

Type: Text / String

Length: 10

Description: Project number used by DISTRICT staff for budget tracking (e.g., A123)

Nullable: No

COMMENTS

Type: Text / String

Length: 100

Description: Optional field for additional comments.

Nullable: Yes

PROJECT MAP



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- Existing Reuse Mains
- Proposed PH-3A

Proposed Reuse Mains PH-3A



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.

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

* ☐ Our organization does not collect minority status data.

Signature _____ Date _____ Print Name and Title _____

EXHIBIT "C"

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the DISTRICT to the CITY, a subrecipient under this Agreement, may be subject to audits and monitoring as described in this Exhibit.

MONITORING

In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes (F.S.), as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DISTRICT staff, and other procedures. By entering into this Agreement, the CITY agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the DISTRICT. The CITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of Environmental Protection (DEPARTMENT), Chief Financial Officer (CFO), or Auditor General of the State of Florida.

AUDITS

PART I: STATE FUNDED

This part is applicable if the CITY is a nonstate entity as defined by Section 215.97(2)(m), F.S.

1. In the event that the CITY expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such CITY, the CITY must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment 1 to this Exhibit indicates the amount of state financial assistance awarded through the DISTRICT by this Agreement. In determining the state financial assistance expended in its fiscal year, the CITY shall consider all sources of state financial assistance, including state financial assistance received from the DISTRICT, DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part I, Paragraph 1, the CITY shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the CITY expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the CITY expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the CITY'S resources obtained from other than state entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), the CITY should access the Florida Single Audit Act (FSAA) website located at <https://apps.fldfs.com/fsaa>.

PART II: REPORT SUBMISSION

1. Copies of financial reporting packages required by PART I of this Exhibit shall be submitted by or on behalf of the CITY directly to each of the following:

A. The DISTRICT at the following address:

Accounting and Financial Reporting Manager
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

B. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

C. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

2. Any reports, management letters, or other information required to be submitted pursuant to this Exhibit shall be submitted timely in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. The CITY, when submitting financial reporting packages for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the CITY in correspondence accompanying the reporting package.

PART III: RECORD RETENTION

The CITY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DISTRICT, or its designee, DEPARTMENT, CFO, or Auditor General access to such records upon request. The CITY shall ensure that audit working papers are made available to the DISTRICT, or its designee, DEPARTMENT, CFO, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the DISTRICT.

PART IV: RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

The CITY, as a subrecipient of state financial assistance, must use the Florida Single Audit Act Checklist for Non-State Organizations - Recipient/Subrecipient Vs. Vendor Determination (Attachment 2), to evaluate the applicability of the FSAA to non-state organizations to which the CITY provides State resources to assist in carrying out activities related to this Agreement.

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ATTACHMENT I

FUNDS AWARDED TO THE CITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the CITY Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
37350000	Water Protection and Sustainability Program Trust Fund	2005-2006	37.066	Water Protection and Sustainability Program	\$18,840.37	149931
DISTRICT Resources Awarded to the CITY Pursuant to this Agreement:					\$641,159.63	
Total Award:					\$660,000.00	

For each program identified above, the CITY shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/>]. The services/purposes for which the funds are to be used are included in the Agreement scope of work. Any match required by the CITY is clearly indicated in the Agreement.

ATTACHMENT 2

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS - RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Department of Financial Services website (<https://apps.fldfs.com/fsaa>).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now. (Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations¹ after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97 (2)(t), F.S.). This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

¹ A non-state organization is defined as a nonprofit organization, for-profit organization (including sole proprietors), or Florida local government (excluding district school boards, charter schools and community colleges), which receives State resources.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-state Organization: _____
Type of Non-state Organization: _____
(i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)
Awarding Agency: _____
Title of State Project: _____
Catalog of State Financial Assistance (CSFA) Number: _____
Contract/Grant/Agreement Number: _____

PART A

YES	NO	
___	___	1. Is the non-state organization a district school board, charter school, community college, government/public university outside of Florida or a Federal agency?
___	___	2. Is the relationship with the non-state organization only to procure commodities (as defined in 287.012(5) F.S.)?
___	___	3. Does the relationship with the non-state organization consist of only Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs?
___	___	4. Does the relationship with the non-state organization consist of only State maintenance of effort (MOE) ² resources that meet all of the following criteria?
___	___	A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?
___	___	B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
___	___	C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?

² MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking).

If **any** of 1-4 above is **yes**, the recipient/vendor relationship determination does not need to be completed because **the FSAA is not applicable to the non-state organization.**

PART B

Recipient/Vendor Relationship Determination:

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement, or application.

<u>YES</u>	<u>NO</u>	
------------	-----------	--

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Does State law or legislative proviso create the non-state organization to carry out this State Project? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Is the non-state organization required to provide matching resources not related to a Federal Program? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.) |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc. Performance measures may or may not be related to State performance-based budgeting.) |

If any of the above is yes, there is a **recipient/subrecipient relationship** and the non-state organization is subject to the FSAA. Otherwise the non-state organization is a **vendor** and is **not** subject to the FSAA.

PART C

Based on your analysis of the responses above and discussions with appropriate agency personnel, state your conclusion regarding the non-state organization:

(Check one) Recipient/Subrecipient: _____ Vendor: _____ Exempt Organization: _____

Comments:

Print Name: _____ Telephone Number: _____

Title: _____

Signature: _____ Date: _____

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.

If a recipient/subrecipient relationship exists the standard contract audit language, including Attachment 1, must be included in the document that established the State's, recipient's, or subrecipient's relationship with the non-state organization.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Department of Financial Services, Bureau of Auditing at (850) 413-3060. Reference may be made to Rule 69I-5, FAC.