

COOPERATIVE FUNDING AGREEMENT (2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF VENICE
FOR

CITY OF VENICE-RECLAIMED WATER FILTRATION SYSTEM CONSTRUCTION (N512)

THIS COOPERATIVE FUNDING AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITY OF VENICE, a municipal corporation, of the State of Florida, whose address is 401 West Venice Avenue, Venice, Florida, 34285, 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 the construction of a separate reclaimed pond water filtration system with a capacity of 2 million gallons per day (MGD), specifically designed to remove algae that will improve the availability of reclaimed water from the storage pond at the Eastside Water Reclamation Facility, 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.

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:
Joseph Carlson, P.E.
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899

Project Manager for the CITY:
Tim Hochuli, P.E., Asst Utilities Dir.
City of Venice
3510 East Laurel Road
Nokomis, FL 34275

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, Five Hundred Sixty Thousand (\$1,560,000). The DISTRICT agrees to fund PROJECT costs up to Seven Hundred Eighty Thousand (\$780,000) and shall have no obligation to pay any costs beyond this 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'S payment of any financial obligation under this Agreement is subject to appropriation by the CITY'S Council 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.

- 3.3 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 1166
Brooksville, Florida 34605-1166

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 Section 3.2 of the 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 withhold payments to the CITY until such time as the CITY demonstrates that the PROJECT shall achieve the required resource benefits.
- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, F.S., as may be amended from time to time. The DISTRICT shall not reimburse the 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 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 City of Venice-Reclaimed Water Filtration System Construction (N512) agreement between the Southwest Florida Water Management District and the City of Venice (Agreement No. 14C00000043), 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. \$___ has been allocated to this invoice, reducing the DISTRICT'S and CITY'S share to \$___."
- 3.9 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the 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 Executive Director. The DISTRICT'S 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 construction of the PROJECT by May 1, 2014, shall complete construction of the PROJECT by February 28, 2015, and shall otherwise meet the task deadlines established in this Agreement, as may be extended by the DISTRICT in accordance with Paragraph 1 of this Agreement. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the 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 Paragraph 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. 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 11, Default.

5.2 Notwithstanding the above, the parties acknowledge that if the completed 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.
7. CONTRACT PERIOD. This Agreement shall be effective upon execution by the parties and shall remain in effect through August 31, 2015, 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.
8. 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 three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party.
9. REPORTS.
 - 9.1 The 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.
 - 9.2 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.

- 9.3 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 Plan 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 either verifying the design meets 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.
- 9.4 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.

- 9.5 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."
- 9.6 The CITY shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 To the extent permitted by Florida law, the 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.

10.2 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.

10.3 This Paragraph 10 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 10 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.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

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

13. DISTRICT RECOGNITION. The 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.
14. 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.
15. 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.
16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING. The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the 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.
 - 16.1 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.
 - 16.2 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.

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

24. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be in Hernando County, Florida.
25. 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.
26. 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, 9.2, 9.4 and 9.5, and Paragraphs 5, 6, 8, 10, 14, 17, and 25 and any provisions requiring an offset or other continuing resource benefit.
27. 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.
28. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B."

Exhibit "A" CITY'S Project Plan

Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Robert R. Beltran, P.E., Executive Director Date

CITY OF VENICE

By: _____
John Holic, Mayor Date

ATTEST

By: _____
Lori Stelzer, City Clerk Date

COOPERATIVE FUNDING AGREEMENT (2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF VENICE
FOR
CITY OF VENICE-RECLAIMED WATER FILTRATION SYSTEM CONSTRUCTION (N512)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>nm</u>	<u>11/26/13</u>
RISK MGMT	<u>N/A</u>	
CONTRACTS	<u>gmk</u>	<u>12/3/13</u>
BUREAU CHIEF	<u>RLH</u>	<u>12/5/13</u>
DIRECTOR	<u>Wol</u>	<u>12/6/13</u>
GOVERNING BOARD	<u>N/A</u>	

EXHIBIT "A"

CITY'S PROJECT PLAN

PROJECT OBJECTIVE

The PROJECT will help the CITY provide high quality reclaimed water to meet current customer demands and allow the CITY to keep promoting reclaimed water to new customers.

PROJECT DESCRIPTION

The CITY shall construct a 2 MGD filtration system, new reclaimed water lake pumps, associated piping, transfer pump station, chlorine system, valves, appurtenances and electrical/instrumentation at the CITY'S Eastside Water Reclamation Facility. The PROJECT will provide filtration of reclaimed water currently stored in an open storage pond to ensure improved availability of reclaimed water to customers.

The CITY currently has a 35 million gallon (MG) open storage pond and 3 MG covered ground storage tank with pending construction of a new 7.5 MG covered ground storage tank for the storage of reclaimed water. At the present time, reclaimed water from the open storage pond must be retreated through the entire treatment process, prior to delivery to customers, due to the accumulation of algae and other contaminants during storage. This limits the CITY'S ability to deliver reclaimed water to its customers. The PROJECT will result in a reclaimed water treatment system that works alongside the CITY'S existing wastewater treatment facility. The new system will pump water from the 35 MG reclaimed water open storage facility, retreat the stored reclaimed water, and then discharge directly to the reclaimed water conveyance system. A PROJECT location map showing the project area is attached as Figure 1.

MEASURABLE BENEFIT

The PROJECT will conserve potable water supply in the Southern Water Use Caution Area (SWUCA) by optimizing the process where reclaimed water from the onsite storage pond will not require retreatment in the wastewater treatment plant, thereby improving the availability of reclaimed water to meet current and future customer demands.

DELIVERABLES

- Quarterly Construction Status Reports
- Construction Bid Packages for Cost Approval (prior to posting)
- Construction Contract for Cost Approval (prior to execution)
- Copy of all required federal, state, and local environmental permit application packages and final permits
- Construction Completeness Letter

- Signed and sealed As-built drawings
- Reclaimed Water GIS Data*
- Minority/Women Owned and Small Business Utilization Report Form

*See Additional Information below

PROJECT BUDGET

DESCRIPTION	DISTRICT	CITY	TOTAL
Construction	\$780,000	\$780,000	\$1,560,000
Construction Engineering and Inspection (CEI)	\$0	\$0	\$0

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Advertise RFB	March 1, 2014	March 31, 2014
NTP to Contractor	April 1, 2014	April 30, 2014
Construction	May 1, 2014	February 28, 2015

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

KEY PERSONNEL

Secondary Contact

Jim Petrosky, Operations Supervisor
City of Venice
3510 East Laurel Road
Nokomis, FL 34275
(941) 486-2788, ext. 221

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:

PLANTCAPACITY

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

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Figure 1

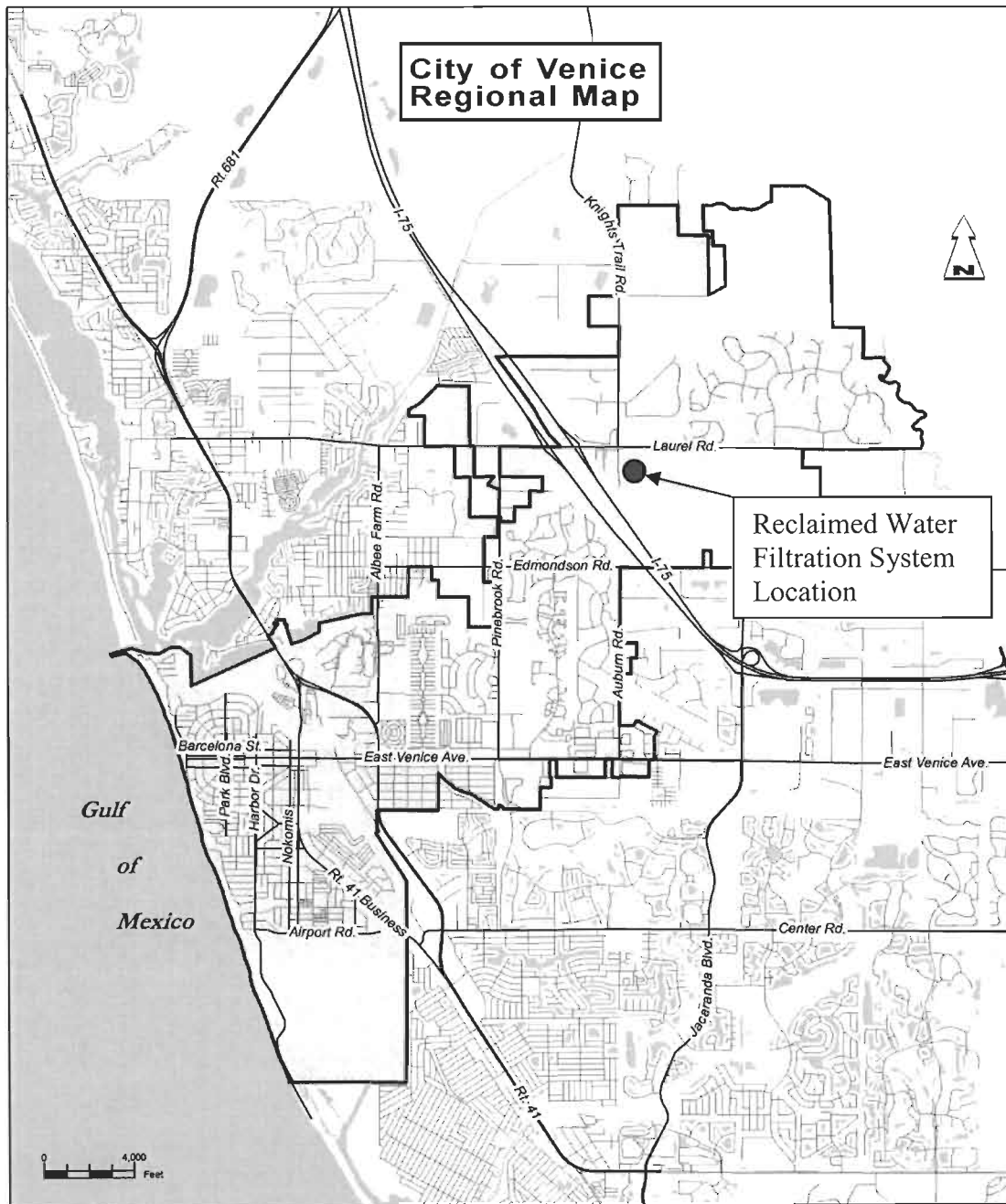


EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

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

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

* ☐ Our organization does not collect minority status data.

Signature _____ Date _____ Print Name and Title _____