

RESOLUTION NO. 15R-2479

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 BY PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNTS IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY IF ANY OF THE PARTS HEREOF ARE DECLARED INVALID; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 14R-2434 the City has adopted a budget for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015; and

WHEREAS, the City needs to amend said budget so as to provide for supplemental appropriations in the amounts identified in Exhibit A; and

WHEREAS, Section 166.241 (4) (c) Florida Statutes requires such a budget amendment be adopted in the same manner as the original budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA:

Section 1. The budget for the fiscal year commencing October 1, 2014 is hereby amended by providing for supplemental appropriations in the amounts identified in Exhibit A.

Section 2. Should any section, sentence, clause, part or provision of this Resolution be declared invalid or unenforceable, by a court of competent jurisdiction, the same shall not affect the validity of this Resolution as a whole, or any part hereof other than the part declared to be invalid. Said provision declared to be invalid shall be deemed severed from the remaining provisions of this Resolution.

Section 3. Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Commission of the City of Sarasota, upon reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to adoption, as provided by Article IV, Section 2 of the Charter of the City of Sarasota, this 16th day of March, 2015.

Willie Charles Shaw, Mayor

ATTEST:

City Auditor and Clerk

<u>Yes</u>	Mayor Shaw
<u>Yes</u>	Vice Mayor Chapman
<u>Yes</u>	Commissioner Atwell
<u>Yes</u>	Commissioner Normile
<u>Yes</u>	Commissioner Zimmerman

EXHIBIT A
City of Sarasota
Budget Amendments for 2014-15

Back-up #	FND	DPT	CC	OBJECT	PROJ	Project Description	Appropriated Expense	Revenue
<i>General Fund</i>								
3/16-01	001	042	686	000428	000000	Use of fund balance for election costs associated with	\$ 10,000	
	001	042	686	000437	000000	Charter Amendment referendum	5,000	
<i>Office of Housing and Community Development Reimbursement</i>								
3/16-02	103	202	000	337505	003058	Establish revenue and expense budget to continue to		\$ 2,781.22
	103	202	000	000275	000000	administer Sarasota County's Disaster Recovery Grant	2,781.22	
	103	205	000	337505	000000			43,073.68
	103	205	000	000275	000000		43,073.68	
<i>Law Enforcement Trust Fund</i>								
3/16-03	110	070	000	000804	000000	Use of fund balance for donation to The Friends of Newtown Estates	1,000	
3/16-04	110	070	000	000804	000000	Use of fund balance for donation to Gamma Xi Foundation	1,000	
<i>Community Redevelopment Agency</i>								
3/16-05	117	206	000	000804	000293	Use of fund balance for additional funding request for Economic Development Coordinator contribution	1,224	
<i>SWFWMD</i>								
3/16-06	147	134	000	337311	001753	Establish revenue and expense budget for		43,175
	147	134	000	381000	001753	Ken Thompson Park LID Project		43,175
	147	134	000	000679	001753		86,350	
<i>Penny Sales Tax 1999-2009</i>								
3/16-06	118	134	000	000690	001308	Request transfer of funds for 50% match of SWFWMD funding	(43,175)	
	118	134	000	000901	001308	for Ken Thompson Park LID project	43,175	



Date: March 16, 2015

To: Mayor Willie Charles Shaw
Vice Mayor Susan Chapman
Commissioner Suzanne Atwell
Commissioner Eileen Normile
Commissioner Stan Zimmerman

From: Pamela M. Nadalini, MBA, CMC, City Auditor and Clerk

Subject: Budget Amendment for Election Expenses

The City Commission at its Regular Meeting of January 20, 2015, adopted proposed Ordinance Nos. 15-5115 and 15-5116 calling for a referendum of the qualified electors concerning two proposed Charter Amendments. At that time, the City Commission directed that a referendum be held May 12, 2015, with the option of cancelling said referendum, if necessary.

If the City Commission wishes to proceed with the Charter Amendment referendum on May 12, 2015, there will be additional advertising costs, estimated to be approximately \$10,000.00, which were not anticipated when the budget for the 2015 Election was established. The City Charter requires that the entire text of the proposed amendment be published in blackline format not less than 30 days, nor more than 60 days prior to the date of the referendum. Therefore, if the Commission wishes to proceed with the referendum on May 12, 2015, I would respectfully request approval of a subsequent budget amendment in the amount of \$15,000.00 to cover the additional advertising costs and any other unforeseen or unexpected costs associated with placing these proposed amendments on the ballot.

The following is a cost breakdown for anticipated expenditures:

Charge Code	Description	Amount
001-042-686-000428-000000	Advertising	\$10,000.00
001-042-686-000437-000000	Special services (unanticipated costs)	\$5,000.00
	Total	\$15,000.00

The City Auditor and Clerk recommends approval of the proposed budget amendment for Fiscal Year 2014-15 to appropriate \$15,000.00 to cover additional advertising costs and other unanticipated election costs in the event the City Commission wishes to proceed with the referendum concerning the proposed Charter Amendments.

SARASOTA

Office of Housing & Community Development

INTEROFFICE MEMORANDUM

TO: John Lege III, Finance Director
Michelle Valentich, Budget Manager

THROUGH: Donald D. Hadsell, OHCD General Manager *DLH*

FROM: Cindy Emshoff, OHCD Finance Manager *CE*

RE: Budget Amendment

DATE: February 20, 2015

The Office of Housing and Community Development continues to administer Sarasota County's Disaster Recovery Grant 12-DB-P5-09-68-01-K32 (commonly called the DREF grant), providing funds to income eligible households for hurricane hardening. When the fiscal year 2015 budget was originally prepared, we estimated that all projects would be completed and did not include a budget for either administration or program delivery. Since the projects have not been completed as quickly as originally estimated, a budget for OHCD staff to administer the program and for program delivery needs to be established. Sarasota County will reimburse the City of Sarasota for expenditures incurred on their behalf.

General Ledger Code	Description	Revenues	Expenditures
103-202-000-337505-000000	DREF Admin-County Reimb.	(2,781.22)	
103-202-000-000275-000000	DREF Admin-Salary/Benefits		2,781.22
103-205-000-337505-000000	DREF Program Delivery-County Reimb.	(43,073.68)	
103-205-000-000275-000000	DREF Program Delivery-Salary/Benefits		43,073.68

Sarasota County Board of County Commissioners
 Organization Code Revenue & Expenditure Report
 DREF Admin - 69720105 - Fund 187
 October 2011 Through September 2012

	Adopted Budget	Amended Budget	Year to Date	Month to Date	Encumbrance	Variance Over (Under) Amended	% Actual
500319 Professional Services	0.00	60,664.00	0.00	0.00	0.00	60,664.00	
500340 Contractual Services	0.00	20,254.00	0.00	0.00	0.00	20,254.00	
Operating Expenditures Total	0.00	80,918.00	0.00	0.00	0.00	80,918.00	
Total Expenditures	0.00	80,918.00	0.00	0.00	0.00	80,918.00	
Revenue Less Expenditure	0.00	(80,918.00)	0.00	0.00	0.00	80,918.00	

Expenditures:

500319 Professional Services
 500340 Contractual Services
Operating Expenditures Total

Total Expenditures

Revenue Less Expenditure

PROGRAM DELIVERY 0**

ADMIN 0**
 14,291,16+
 3,181,62+
 17,472,78**

SPENT TO DATE 17,540,73**
 ORIG. BUDGET 60,664,27+
 BALANCE 43,075,68**

SPENT TO DATE 17,540,73**
 - 20,254,00+
 BUDGET 2,781,22**
 BALANCE 0**

Sarasota County Board of County Commissioners
 Organization Code Revenue & Expenditure Report
 DREF Admin - 69720105 - Fund 187
 October 2012 Through September 2013

	Adopted Budget	Amended Budget	Year to Date	Month to Date	Encumbrance	Variance Over (Under) Amended	% Actual
Revenues:							
331541 Disaster Recovery	80,918.00	80,918.00	30,028.08	14,947.14	0.00	(50,889.92)	37.1 %
Total Revenues	<u>80,918.00</u>	<u>80,918.00</u>	<u>30,028.08</u>	<u>14,947.14</u>	<u>0.00</u>	<u>(50,889.92)</u>	<u>37.1 %</u>
Expenditures:							
500319 Professional Services	60,664.00	60,664.00	15,736.92	8,797.95	0.00	44,927.08	25.9 %
500340 Contractual Services	20,254.00	20,254.00	14,291.16	5,182.99	0.00	5,962.84	70.6 %
Operating Expenditures Total	<u>80,918.00</u>	<u>80,918.00</u>	<u>30,028.08</u>	<u>13,980.94</u>	<u>0.00</u>	<u>50,889.92</u>	<u>37.1 %</u>
Total Expenditures	<u>80,918.00</u>	<u>80,918.00</u>	<u>30,028.08</u>	<u>13,980.94</u>	<u>0.00</u>	<u>50,889.92</u>	<u>37.1 %</u>
Revenue Less Expenditure	<u>0.00</u>	<u>0.00</u>	<u>(0.00)</u>	<u>966.20</u>	<u>0.00</u>	<u>0.00</u>	

Sarasota County Board of County Commissioners
 Organization Code Revenue & Expenditure Report
 DREF Admin - 69720105 - Fund 187
 October 2013 Through September 2014

	Adopted Budget	Amended Budget	Year to Date	Month to Date	Encumbrance	Variance Over (Under) Amended	% Actual
Revenues:							
331541 Disaster Recovery	54,417.00	50,890.00	5,035.29	22,853.35	0.00	(45,854.71)	9.9 %
Total Revenues	<u>54,417.00</u>	<u>50,890.00</u>	<u>5,035.29</u>	<u>22,853.35</u>	<u>0.00</u>	<u>(45,854.71)</u>	<u>9.9 %</u>
Expenditures:							
500319 Professional Services	44,290.00	44,290.00	1,853.67	(7,792.49)	0.00	42,436.33	4.2 %
500340 Contractual Services	10,127.00	6,600.00	3,181.62	64.93	0.00	3,418.38	48.2 %
Operating Expenditures Total	<u>54,417.00</u>	<u>50,890.00</u>	<u>5,035.29</u>	<u>(7,727.56)</u>	<u>0.00</u>	<u>45,854.71</u>	<u>9.9 %</u>
Total Expenditures	<u>54,417.00</u>	<u>50,890.00</u>	<u>5,035.29</u>	<u>(7,727.56)</u>	<u>0.00</u>	<u>45,854.71</u>	<u>9.9 %</u>
Revenue Less Expenditure	<u>0.00</u>	<u>0.00</u>	<u>(0.00)</u>	<u>30,580.91</u>	<u>0.00</u>	<u>(0.00)</u>	



Interoffice Memorandum

Date: March 2, 2015

To: City Commission

Thru: Thomas Barwin, City Manager

From: Bernadette DiPino, Chief of Police

Subject: Request for Budget Amendment from the Law Enforcement Trust Fund for Easter Gospel Fest 2015 (Fund 110-070-000-000804-000000)

The first Annual Easter Gospel Festival is being hosted by The Friends of Newtown Estates on April 5, 2015. The Festival is a fundraiser for the Friends of Newtown Estates Park, who have two main programs focused on Community Youth:

- After School Homework Assistance - designed to assist students who have educational deficiencies;
- Community Enrichment – provides young people with low cost or free social activities;

The goal of the Gospel Festival is to bring area church groups together for fun and to participate in raising funds for a summer youth camp and help The Friends of Newtown Estates Park to continue providing quality services for the area youth.

Sarasota Police Department supports the program's positive approach to fighting drugs and crime by interaction with the youth of this City and the drug education and crime prevention training that will be provided by the organization. For this reason, a donation of \$1,000 from Law Enforcement Trust Funds for The Friends of Newtown Estates for the purpose of becoming a Sponsor for Easter Gospel Fest 2015 is requested.

Further, as required by law, I certify to you that this request complies with the requirements of Florida Statute 932.7055 (5) (a) through (c).

Recommend approval.

BD/lg


Interoffice Memorandum
Date: March 5, 2015

To: City Commission

Thru: Thomas Barwin, City Manager

From: Bernadette DiPino, Chief of Police

Subject: Request for Budget Amendment from the Law Enforcement Trust Fund for Gamma Xi Foundation (Fund 110-070-000-000804-000000)

The Fraternity of Gamma Xi Boule was the first African American founded Greek-letter fraternity, but unlike other Greek organizations, its members have received college and professional degrees at the time of their induction. The Sarasota Charter of the Fraternity, founded in 2001, is dedicated to encouraging excellence in education and providing local support to communities in need. Here is a sample of the Foundation's programs:

- The Scholarship program provides financial assistance to African American male high school seniors in Sarasota, Manatee and Charlotte Counties who plan to study at accredited four year colleges and universities. Since inception, 44 students have been awarded scholarships totaling \$35,000. Many of the scholars are awarded to first generation college students. In 2014 five students were awarded scholarships of \$1,000 each to attend Florida A&M University, State College of Florida, and Florida Polytechnic University.
- Journey to Success partners with Career Source Suncoast, the school boards of Sarasota & Manatee counties and local Law Enforcement Agencies to sponsor five week pilot program for a diverse group of 50 youths, ages 14-19. Members of the Fraternity share their knowledge and personal experience on topics ranging from Health Careers, Education Preparation, Life Skills, Employability, Work Readiness, and Financial Literacy. The youth attend weekly workshops and field trips to local hospitals and Habitat for Humanity. The youth attending the programs receive stipends based on their individual daily attendance and participation. The program is conducted at Sarasota County Technical Institute.
- Empowering Youth – Mentoring Leadership mentors over 100 culturally diverse male high school students and encouraged the students to set goals for the future, make prudent life choices and focus on literacy and learning skills. Mentors serve as positive role models helping students develop positive attitudes and social skills, foster responsible behavior and develop a sense of cultural pride.

Sarasota Police Department supports positive approaches to fighting drugs and crime by interaction with the youth of this City through the progressive programs provided by the organization. For this reason, a donation of \$1,000 from Law Enforcement Trust Funds for Gamma Xi Foundation is requested.

Further, as required by law, I certify to you that this request complies with the requirements of Florida Statute 932.7055 (5) (a) through (c). Recommend approval.

BD/lg

**INTEROFFICE MEMORANDUM****January 7, 2015**

To: John Lege, Director of Finance

From: Marlon Brown, Deputy City Manager 

Subject: Budget Amendment – Economic Development Coordinator

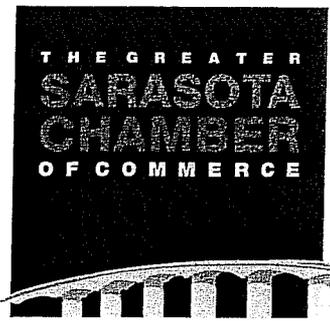
The purpose of this request is to prepare a budget amendment to increase funding for the Community Redevelopment Agency (CRA) – Economic Development Coordinator contribution from \$40,800 to \$42,024 (3% increase) to fund the City's portion of increased operational costs and salary adjustment (similar to what was done for other city employees) for the jointly funded Downtown Improvement District, Greater Sarasota Chamber of Commerce and City of Sarasota position.

The Amount and Expenditure Account to increase is as follows:

\$1,224 117-206-000-000804-000293

Funding is available by utilizing the CRA's Fund Balance. Please let me know if you have any questions regarding this request.

celly s



ASSIGNMENT DOWNTOWN COUNCIL
COMMUNICATIONS COUNCIL
GREEN BUSINESS COUNCIL
GOVERNMENTAL ISSUES COUNCIL
LEADERSHIP SARASOTA COUNTY

MEMBERSHIP BENEFITS & EVENTS COUNCIL
MEMBERSHIP DEVELOPMENT COUNCIL
SARASOTA TOMORROW OVERSIGHT COUNCIL
SMALL BUSINESS COUNCIL
YOUNG PROFESSIONALS GROUP
WORKFORCE INNOVATION & TALENT DEVELOPMENT

February 25, 2015

Mr. Marlon Brown
Deputy City Manager
City of Sarasota
1565 First St.
Sarasota, FL 34236

RE: Economic Development Coordinator Funding Participation Adjustment.

Dear Marlon: *Best Regards!*

Per our discussion at the recent meeting of the three funding organizations, a 3% increase from each organization will be made to support the position.

The current City of Sarasota \$40,800 contribution will be increased \$1,224 for a total of \$42,024. Please remit payment for \$1,224.

Thank you.

Steve Queior, CCE
President

RECEIVED

FEB 26 2015

FINANCE DEPARTMENT


Interoffice Memorandum
Date: March 2, 2015

To: John Lege, Director of Finance

Thru: Doug Jeffcoat, Director of Public Works *DJ*
From: Karen Lusk, Accountant II *KL*
Subject: **Budget Amendment** - Cooperative Funding Agreement between the City and the Southwest Florida Water Management District (SWFWMD)

Project – Ken Thompson Park LID BMPS (N621)

Pursuant to the Cooperative Funding Agreement between the SWFWMD and the City of Sarasota, staff is requesting that the following budget be established for the Ken Thompson Park LID Project. This project consists of the construction of stormwater Best Management Practices (BMPs) at Ken Thompson Park to treat stormwater discharging directly into Sarasota Bay and the total cost is anticipated to be \$86,350. The required match of 50% or \$43,175 will be funded with Penny 2 Stormwater funds. Per the attached agreement, SWFWMD will reimburse \$43,175 or 50% of the estimated \$86,350 expenditures for the project. The agreement period is October 1, 2014 through April 30, 2016, or upon satisfactory completion of the project and subsequent reimbursement to the City, whichever occurs first, unless amended by the parties. Please accept this memorandum as a request to establish an expense and revenue budget for the subject project.

	<u>Expense</u>	<u>Revenue</u>
147-134-000-337311-001753		\$43,175
147-134-000-381000-001753		43,175
147-134-000-000679-001753	\$86,350	
118-134-000-000690-001308	(43,175)	
118-134-000-000901-001308	43,175	

Thank you and if you require any additional information, please let me know.

Attachment: Agreement No. 15C00000010

xc: Marjorie Holman, Finance Department
 Kelly Strickland, Deputy Finance Director
 Michelle Valentich, Budget Manager

COOPERATIVE FUNDING AGREEMENT (3)
 BETWEEN THE
 SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 AND
 CITY OF SARASOTA
 FOR
 KEN THOMPSON PARK LID BMPS (N621)

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 SARASOTA, a municipal corporation of the State of Florida, whose address is 1565 First Street, Sarasota, Florida 34236, 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 stormwater Best Management Practices (BMPs) at Ken Thompson Park to treat stormwater discharging directly into Sarasota Bay, 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:	Nicole Mytyk Southwest Florida Water Management District 7601 Highway 301 North Tampa, Florida 33637
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Project Manager for the CITY:	Neil Gaines City of Sarasota Public Works 1761 12th Street Sarasota, Florida 34236
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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 Eighty Six Thousand Three Hundred Fifty Dollars (\$86,350). The DISTRICT agrees to fund PROJECT costs up to Forty Three Thousand One Hundred Seventy Five Dollars (\$43,175) 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 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.

- 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 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 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.

Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the CITY'S receipt of written notice from the DISTRICT.

- 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 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 Ken Thompson Park LID BMPs (N621) agreement between the Southwest Florida Water Management District and City of Sarasota (Agreement No. 15C00000010), 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 \$__."

- 3.9 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 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. 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 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. After construction is completed, the CITY shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the CITY shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
- 6.1. Within thirty (30) days after construction is completed, the CITY shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, 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. CONTRACT PERIOD. This Agreement shall be effective October 1, 2014, contingent upon DISTRICT budget approval, and shall remain in effect through April 30, 2016, 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. 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.
- 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 must ensure that the design of the PROJECT maximizes the resource benefits to the greatest extent practicable. The CITY shall provide the DISTRICT with the 30%, 60%, 90% and proposed final design, including supporting documentation and Resource Benefit calculations and methodology, 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." A professional engineer shall, at a minimum, sign and seal the proposed final design plans. 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.
- 9.4 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.
- 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.
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. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida.
23. 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.
24. 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 and 9.2, and Paragraphs 5, 6, 8, 10, 14, 17, 22 and 23 and any provisions requiring an offset or other continuing resource benefit.
25. 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.
26. 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, and then to Exhibit "A."

Exhibit "A" CITY'S Project Plan

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 2/23/15
Brian J. Armstrong, P.G.D. Date
Assistant Executive Director

CITY OF SARASOTA

By: Willie Shaw 04/16/2015
Willie Shaw, Mayor Date

COOPERATIVE FUNDING AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF SARASOTA
FOR
KEN THOMPSON PARK LID BMPS (N621)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>MSM</u>	<u>12/3/14</u>
RISK MGMT	<u>N/A</u>	<u>—</u>
CONTRACTS	<u>ACH</u>	<u>12/5/14</u>
BUREAU CHIEF	<u>EVA</u>	<u>12/11/14</u>
DIRECTOR	<u>Mall</u>	<u>12/12/14</u>
GOVERNING BOARD	<u>N/A</u>	<u>—</u>

EXHIBIT "A" CITY'S PROJECT PLAN

PROJECT DESCRIPTION

The goal of the PROJECT is to improve water quality discharging directly to Sarasota Bay, a Surface Water Improvement and Management Program (SWIM) priority waterbody, by constructing stormwater improvement Best Management Practices (BMPs) in Ken Thompson Park to remove nutrients from untreated stormwater.

The CITY shall, separate to this Agreement and prior to implementation of the PROJECT, design the stormwater improvement BMPs, secure the necessary rights-of-way, easements and all necessary permits for construction.

PROJECT TASKS

Key tasks to be performed by the CITY:

1. Construction - The CITY shall construct the PROJECT in accordance with the final permitted design plans and contract documents.
2. Construction Engineering and Inspection (CEI) - The CITY shall monitor all phases of construction and complete engineering inspections and review all shop drawings to ensure infrastructure/facility construction conforms to the permitted plans and design specifications.

Spatial Reference and GIS Deliverable Requirements:

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (2011) including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata. All metadata must pass through the USGS metadata parser at <http://geonstdi.er.usgs.gov/validation/> with no errors.

RESOURCE BENEFIT

- Removal of an estimated 2,612 lbs/year of total suspended solids (TSS) and 48 lbs/year of total nitrogen (TN).

MEASURABLE BENEFIT

- Construction of Low Impact Development (LID) BMPs to treat stormwater runoff from approximately 5.5 acres of highly urbanized watershed.

DELIVERABLES

- Quarterly Status Reports
- Design plans, to include Resource Benefit calculations and methodology, at 30%, 60%, 90% and proposed final design levels; include electronic and CAD files
- GIS shapefile or geodatabase feature class of the contributing drainage basin
- Estimated of proposed construction cost at 30% design
- Engineer's opinion of probable cost at proposed final design and final construction drawings
- Technical Specifications at 60%, 90% and proposed final design and final construction drawings
- Operation and Maintenance Plan
- Copy of all required federal, state and local environmental permit application packages and final permits
- Construction bid packages for cost approval (prior to posting)
- Copy of contract with consultant and contractor (for cost approval, prior to execution)
- Copy of executed contract with consultant and contractor
- Copy of Notice-to-Proceed to contractor
- Copy of Construction Permits
- Construction inspection reports and construction certification
- Construction Record Drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, including electronic and PDF or CAD files
- One (1) set, electronic and hardcopy, of any final reports
- Upon DISTRICT request, bi-annual Operation and Maintenance Report

PROJECT BUDGET

DESCRIPTION	DISTRICT	CITY	TOTAL
Construction	\$43,175	\$43,175	\$86,350
CEI	\$0	\$0	\$0
Total	\$43,175	\$43,175	\$86,350

PROJECT SCHEDULE

The CITY shall be responsible for accomplishing the PROJECT within the following timetable:

DESCRIPTION	COMMENCE	COMPLETE
Solicit Bids for Construction	January 1, 2015	April 30, 2015
Construction and CEI	June 1, 2015	October 31, 2015
As-Built Survey and Record Drawings	November 1, 2015	December 31, 2015

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