



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

**Fedex Ground Delivery
4176562 15007257**

September 10, 2010

Mr. Robert Middleton, Project Manager
City of Naples
380 Riverside Circle
Naples, FL 34102

Dear Mr. Middleton:

**Subject: Contract # 4600002211
Alternative Water Supply Projects FY11**

Enclosed please find two (2) copies of the above referenced document stamped "Original". Please have both documents executed by an individual with signature authority on behalf of your organization and return both originals to my attention within two (2) working weeks. If applicable, and not previously submitted, a Certificate of Insurance reflecting the required coverages(s) as well as documentation to demonstrate official delegation of signature authority up to the contract monetary limits should also be provided with the executed documents. Any delays in the return of the documents may jeopardize the availability of funding. A fully executed original will be returned to you for your files upon execution by the South Florida Water Management District (District).

Your cooperation and timely response will be greatly appreciated. Note that this document is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties. Should there be any questions, or if you require any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Rupert Giroux".

Rupert Giroux
Contract Specialist
Procurement Department
rgiroux@sfwmd.gov
(561) 682-2532
FAX: (561) 681-6275

RG/cdl

Enclosure

c: Max Guerra, MSC 2351



SAP REFERENCE NO.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LOCAL GOVERNMENTAL AGREEMENT**

AGREEMENT NO. 4600002211

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF NAPLES

THIS AGREEMENT is entered into as of the _____ by and between the South Florida Water Management District (**DISTRICT**) and the City of Naples (**CITY**).

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **CITY** for the Aquifer Storage and Recovery (ASR) program; and

WHEREAS, the **CITY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Governing Board of the **DISTRICT**, at its October 14, 2010 meeting, approved entering into this **AGREEMENT** with the **CITY**;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **CITY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the **CITY** to construct ASR wells No. 3; and construct an intake structure at the Golden Gate Canal.

2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period one (1) year.
3. The total **DISTRICT** contribution shall not exceed the amount of One Million Four Hundred Thousand Dollars and No Cents (\$1,400,000.00). The **DISTRICT** shall make payment upon completion and acceptance of the deliverables as described in the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$1,400,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. In the event the **CITY** is providing a cost sharing contribution as provided for in paragraph 5 below, the **CITY** shall provide evidence that its minimum cost share has been met for each invoice submitted. The subject cost share documentation shall be included with each invoice. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **CITY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.
4. The **CITY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **CITY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **CITY** shall cost share in the total amount of One Million Four Hundred Thousand Dollars and No Cents (\$1,400,000) in conformity with the laws and regulations governing the **CITY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **CITY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **CITY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date of the **AGREEMENT**, unless authorized through execution of an amendment to cover succeeding periods.
7. The **CITY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **CITY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **CITY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **CITY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).

8. Both the **DISTRICT** and the **CITY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **CITY** under this **AGREEMENT** shall be deemed to be the property of the **CITY** upon completion of this **AGREEMENT**. The **CITY** shall retain all ownership to tangible property.
9. The **CITY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **CITY** and the officers, employees, servants and agents thereof. The **CITY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **CITY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **CITY** subcontracts any part or all of the work hereunder to any third party, the **CITY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **CITY**. Any contract awarded by the **CITY** shall include a provision whereby the **CITY**'s subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **CITY**'s subcontract.
10. The **CITY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **CITY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **CITY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but

will attempt to advise the **CITY**, upon request, as to any such laws of which it has present knowledge.

14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **CITY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **CITY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **CITY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **CITY**.
16. The **CITY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **CITY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. Maintenance of Records: The **CITY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
 - B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
 - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **CITY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **CITY** shall, in addition to the inspection and audit rights set forth in paragraph 16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
 - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **CITY** as set forth in Exhibit "C". The **CITY** shall maintain all financial/non-financial records through:
 - (1) Identification of the state or federal awarding agency, as applicable
 - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
 - (3) Audit and accountability requirements for state projects as stated in the Single

Audit Act and

applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement

- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **CITY's** financial and non-financial records to the extent necessary to monitor the **CITY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Attn: Max Guerra, Project Manager
Attn: Rupert Giroux, Contract Specialist

3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-2532
FAX No. (561) 681-6275

City of Naples

Attn: Robert Middleton
Project Manager

380 Riverside Circle
Naples, FL 34102
Telephone No. (239) 213-4712
Fax No. 239-389-4799

19. Invoices, clearly marked "ORIGINAL", shall be sent to the attention of Accounts Payable at the **DISTRICT's** address specified below. All invoices shall reference the **AGREEMENT** and SAP Reference Numbers specified on page one of this **AGREEMENT**. In addition, a copy of the invoice shall be sent to the attention of the **DISTRICT's** Project Manager either at the address specified in paragraph 18 above or via Facsimile (FAX) using the FAX number also specified above.

South Florida Water Management District

Attention: Accounts Payable

P.O. Box 24682

West Palm Beach, Florida 33416-4682

20. **CITY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
21. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.

22. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
23. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, city or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
24. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
25. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
26. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
27. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1 – 26
 - (b) Exhibit “A” Statement of Work
 - (c) Exhibit “B” Payment and Deliverable Schedule
 - (d) All other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: _____

Jessica J. Flathmann, Director of Procurement

SFWMD PROCUREMENT APPROVED

By: *[Handwritten Signature]*

Date: *07/10/10*

CITY OF NAPLES

By: _____

Title: _____



EXHIBIT "A"

Statement of Work Alternative Water Supply Projects FY11

A. Introduction/Background:

The City of Naples potable water supply is groundwater from the Lower Tamiami Aquifer in East Golden Gate and the aquifer system along Goodlette Frank Road. The use of this water supply is authorized by the District under Water Use Permit # 11-00017-W. The demands on these groundwater supplies continue to increase, particularly in Golden Gate Estates, as development increases within the city's utility service area.

The City undertook an analysis of the 20-year projected water demand and available alternative water supplies with a desire to achieve the following goals:

1. Insure a long-term water supply for customers within the City's utility service area.
2. Reduce consumption of potable water from the surficial and Lower Tamiami Aquifer by at least 25%.
3. Eliminate permitted discharge of treated effluent water into the Naples Bay (Naples Bay Initiative to improve water quality);
4. Reduce the discharge of fresh water into the Naples Bay;
5. Distribute 100% of reclaimed water through the irrigation distribution system.

Following extensive analysis of alternative water supplies, the Naples City Council approved the Integrated Water Resources Plan (IWRP) in October, 2008. The IWRP provides a twenty year plan to address the above stated goals. The selected alternative allows an increase in the water supply without additional wells in the surficial and Lower Tamiami Aquifer. New brackish wells from the Lower Hawthorne Aquifer may be required in the very long term, although the selected strategy is to avoid construction of additional wells and treatment facilities.

The first five-year component of the IWRP is to:

1. Apply and acquire a permit from the South Florida Water Management District to withdraw 10 mgd of surface water from the Golden Gate Canal.
2. Develop exploratory Aquifer Storage and Recovery (ASR), evaluate storage capability below the Underground Supply of Drinking Water, cycle test, place in service, and drill three additional ASR wells to a total of four (4) at the City's Wastewater Treatment Plant (WWTP) location.
3. Construct an intake structure at the Golden Gate Canal and a transmission line to the City's 48-acre property on Riverside Circle.
4. Mix the surface water from the Golden Gate Canal with treated effluent water and distribute through the existing and future irrigation (reclaimed) water system.
5. Store treated effluent and surface water in an ASR well field within the boundaries of public property during the rainy season.
6. Withdraw water from the ASR well field during the peak dry season and distribute through the irrigation water system.
7. Store or distribute 100% of treated effluent water and eliminate discharge into the Naples Bay.
8. Expand existing irrigation (reclaimed) water system to areas of the city with the highest water usage to eliminate use of potable water for irrigation.

The City of Naples requests grant funding from the District's Big Cypress Basin Board (BCBB) for the Aquifer Storage and Recovery (ASR) Program as described above and specifically for grant funding to offset construction of the of ASR Well #3.

ASR Well #1 at Riverside Circle has been completed and was drilled to 1,500 feet with positive indications of an acceptable storage zone at 1,080 feet and below the Underground Supply of Drinking Water (USDW). ASR Well #1, below the Underground Supply of Drinking Water, may be the first of its kind within the Big Cypress Basin. The Construction contract for ASR Well #2 has been awarded and Class V UIC permit application has been submitted. FDEP will have the draft permit issued by June 2010 and issued by the end of July 2010. The Class V permit will allow for the construction and cycle testing for all ASR wells.

ASR Well #2 is expected to be completed in the fall of 2010. This will be the second of four (4) ASR wells constructed at the Wastewater Treatment Plant. Core samples will be collected within the storage zone while the well is being drilled. The intent of storage at the level (about 1,100 feet) is to minimize public and regulatory objections that may otherwise occur if a well is located within the zones of the Underground Supply of Drinking Water. The requested funding will be used to complete construction of the third ASR well and to begin the construction of the fourth ASR well.

In 2005, the District's BCBB provided grant funding that allowed the City to permit and install a test well at the City's wastewater treatment plant. This test well (drilled in 2005) will be converted to a required monitoring well that will accommodate the first two (2) ASR wells. In March 2009, the District's BCBB provided grant funding to install ASR Well #1, and in February 2010 provided grant funding for ASR Well #2 at the City's wastewater treatment plant. The data from ASR Well #1 has been used to prepare a Class V Injection Well Test / Construction Permit to begin cycle testing on ASR Wells #2, #3, and #4.

B. Scope of Work

Project 1: Construction of Aquifer Storage & Recovery Wells #3 and #4

The scope of the project includes the following tasks: continuation of the development of an ASR wellfield in FY11 with the construction of Well #3 and in FY12 with the construction of Well #4 at the Riverside Circle location; obtain an FDEP permit for ASR well construction and cycle testing, installation and testing of four (4) total ASR wells, monitoring wells and evaluation of potential storage zones below the USDW.

Project 2: Construction of a Surface Water Intake Structure at Golden Gate Canal

The scope of the project includes the construction of an intake structure in order to withdrawal surface water from the Golden Gate Canal in 2011 and the construction of a transmission main from the intake structure to the Wastewater Treatment Plant to supplement irrigation water demands by blending canal water and reclaimed water. The transmission main will be constructed in 2012.

C. Work Breakdown Structure

The major tasks and task description that will be necessary for the completion of the scope of work are as follows.

Project 1: Construction of Aquifer Storage & Recovery Wells #3 and #4

- **Construct ASR Well #3**

Using the specifications and data collected from the installation of ASR Well #1 and ASR Well #2, ASR Well #3 will be constructed. This well will be constructed to Class V Injection Well standards. Construction will begin in April 2011 and be completed by September 2011.

Information for this well will be summarized in a well completion report and submitted to the regulatory agencies as part of the Class V permit. It is anticipated that it will take approximately six (6) months to complete the construction and testing of each exploratory well. This allows for additional testing that the FDEP may require, and is not contemplated at this time.

- **Installation of Yard Piping**

Upon completion of ASR Exploratory Well #3, necessary piping will be installed in order to connect the well to the ASR network and allow for cycle testing.

- **Construct Monitoring Wells for ASR Well #3**

A monitoring well is required in the storage zone and within the upper drinking water supply to collect data during cycle testing of ASR Well #3 and #4.

- **Construct ASR Well #4**

Pending data and the feasibility of ASR Exploratory Well #3, ASR Exploratory Well #4 may be constructed using the specifications and data collected from the installation of the first three wells. This well will be constructed to Class V Injection Well standards. Construction will begin in April 2012 and be completed by September 2012. It is anticipated that it will take approximately **six (6) months** to complete the construction and testing of each exploratory well. This allows for additional testing that the FDEP may require, and is not contemplated at this time.

Project 2: Construction of a Surface Water Intake Structure at Golden Gate Canal

- **Construct Golden Gate Canal Intake Structure**

Pending the preliminary design results in July 2010 and final design in November 2010, the construction of an intake structure will commence in Fiscal Year 2011 in order to withdrawal surface water from the Golden Gate Canal.

- **Construct Golden Gate Canal Transmission Main**

Construction of a transmission water line will be constructed to pump water from the Golden Gate Canal to the Wastewater Treatment Plant located on Riverside Circle. The transmission main route will be determined as a result of the preliminary design report expected to be completed in July 2010. It is anticipated that the transmission main route will run west down the canal bank and travel south to the Wastewater Treatment Plant with several subaqueous crossings under the Gordon River.

EXHIBIT "B"

PAYMENT AND DELIVERABLES SCHEDULE

All invoices shall be accompanied by adequate documentation to demonstrate completion of each task in accordance with the Statement of Work requirements. All deliverables submitted hereunder are subject to review and acceptance by the District. Acceptability of all work will be based on the judgment of the District that the work is technically complete and accurate.

If the total consideration for this AGREEMENT is subject to multi-year funding allocations, funding for each applicable fiscal year of this AGREEMENT will be subject to Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the contrary.

Task	Deliverables	Cost	District/BCB Not-To-Exceed Payment	Completion Date
	Project 1: Construction of Aquifer Storage & Recovery Wells #3 and #4			
1	Installation of yard piping for ASR Wells #3 and #4 for connection to the ASR well field network	\$100,000		5/2011
2	Begin Construction of two (2) monitoring wells required for ASR Wells #3 and #4	\$500,000		5/2011
3	Complete the construction ASR Well #3 to Class V Injection well standards including construction management	\$1,100,000*	\$400,000	9/2011
4	Complete Construction ASR Well #4 to Class V Injection well standards including construction management	\$1,100,000*		9/2012
	Total Cost	\$2,800,000	\$400,000	

*Estimated because FDEP may require testing and sampling that are not contemplated at this time.

The City is requesting \$400,000 for Task #3 of the Aquifer Storage and Recovery Construction and Testing Program to install the third and ASR well.

Task	Deliverables	Cost	District/BCB Not-To-Exceed Payment	Completion Date
	Project 2: Construction of a Surface Water Intake Structure at Golden Gate Canal			
1	Preliminary Design Report	N/A		7/2010
2	Obtain construction permits	N/A		1/2011
3	Begin Construction of the Golden Gate Canal intake structure including construction management	\$2,050,000	\$1,000,000	3/2011
4	Golden Gate Canal Intake Golden Gate Canal Intake	N/A		9/2011
5	Construction of the Golden Gate Canal transmission main including construction management	\$1,650,000		1/2012
6	Golden Gate Transmission Main substantially complete	NA		9/2012
	Total Cost	\$3,700,000	\$1,000,000	

The City is requesting \$1,000,000 for the construction of Task # 3 of the Golden Gate Canal Intake Structure.

EXHIBIT C

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
			Not Applicable		

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
			Not Applicable		

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title Or Funding Source Description	State Appropriation Category
				Not Applicable	

Total Award	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.