JOINT PROJECT AGREEMENT

BETWEEN

LEON COUNTY

AND

THE OCHLOCKONEE RIVER SOIL AND WATER CONSERVATION DISTRICT

CONCERNING THE FUNDING, DESIGN, PERMITTING, AND CONSTRUCTION OF IMPROVEMENTS TO MUNSON SLOUGH IN LEON COUNTY.

This Agreement is made and entered into this 8th day of May 2008, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (hereinafter the COUNTY), whose mailing address is Public Works Director, Leon County, Public Works, 2280 Miccosukee Road, Tallahassee, Florida, 32308, and the OCHLOCKONEE RIVER SOIL AND WATER CONSERVATION DISTRICT, a governmental subdivision of the State of Florida organized in accordance with Chapter 582, Florida Statutes, (hereinafter the DISTRICT), c/o Chairman, Ochlockonee River Soil and Water Conservation District, Leon County Agricultural Extension Office, 615 Paul Russell Road, Tallahassee, Florida, 32301.

WITNESSETH

WHEREAS, the parties have determined that it is in the public's best interest to construct improvements to Lake Munson Slough in Leon County, Florida, which improvements hereinafter shall be referred to as the PROJECT and shall be defined as (a) the removal of the rock from the riprap weir on Munson Slough where it enters Lake Munson downstream of Lake Henrietta; (b) the loose placement of this rock on the southern bank of Munson Slough just downstream of the weir; and (c) the alignment of the northern bank by cutting a small amount of material from the channel; and

WHEREAS, the DISTRICT wishes to provide design services, permits, and construction management regarding the PROJECT; and

WHEREAS, the COUNTY wishes to provide funding for the PROJECT; and

WHEREAS, the parties believe that a Joint Project Agreement is needed and required to define the specific contributions to be made by each party (hereinafter referred to as the Agreement); and

WHEREAS, this Agreement was approved by the COUNTY by a vote of the Leon County Board of County Commissioners on December 11, 2007, which vote authorized its Chairman to execute this Agreement, and was approved by the DISTRICT by a vote of its Board on May 8th, 2008, which vote authorized its Chairman to execute this Agreement.

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree to the following:

1. The COUNTY agrees to provide to the DISTRICT funding in the amount of SIXTY THOUSAND and 00/100 DOLLARS ($60,000.00) for the design, permitting, procurement, construction and oversight of the PROJECT (hereinafter the COUNTY FUNDING). The COUNTY FUNDING shall be delivered to the DISTRICT no later than 21 days after the Effective Date of this Agreement. Any costs of the PROJECT in excess of the COUNTY FUNDING shall be the responsibility of the DISTRICT.

2. The COUNTY shall authorize the DISTRICT to act as its agent in the securing of permits and other activities associated with the PROJECT.

3. Upon completion of the construction of the improvements in accordance with this Agreement, the COUNTY shall own and maintain said improvements in accordance with all construction permits applicable thereto.

4. The DISTRICT shall design or have designed the plans and technical specifications associated with the PROJECT. These design services shall include, but not be limited to, stormwater modeling, surveying, geotechnical investigation, archaeological investigation, and development of design drawings and technical specifications (hereinafter the DESIGN SERVICES).

5. The DISTRICT shall coordinate the DESIGN SERVICES in conjunction with appropriate COUNTY personnel. The COUNTY shall be notified of, and shall be entitled to be present at, all meetings concerning the PROJECT. The COUNTY shall also be provided an opportunity to review the design plans prepared by the DISTRICT no later than five (5) days after ninety percent (90%) plans are completed. Within fifteen (15) days after the COUNTY's receipt of the ninety percent (90%) plans, the COUNTY may provide, to the DISTRICT, any suggested modifications to the design plans. The DISTRICT shall not be allowed to proceed with the design until after the DISTRICT has given reasonable consideration to the COUNTY'S suggested changes. At any time while this Agreement is in effect, any party may request and shall be granted, upon reasonable notice, a conference with any other party.

6. The DISTRICT shall apply for and secure all permits necessary for constructing the PROJECT. The DISTRICT shall close out all permits issued for the PROJECT within forty five days (45) of completing the construction of the improvements in accordance with the permits applicable thereto.

7. The DISTRICT shall be responsible for the preparation of bid documents, the securing of all bids, and the contracting for all construction services applicable to the PROJECT.

8. The DISTRICT shall provide adequate construction oversight and management to ensure the PROJECT is constructed in accordance with the plans and specifications thereto.

9. Upon completion of the construction of the PROJECT and final payment of costs, the COUNTY shall be provided in writing a detailed final accounting of the total cost, including designing, permitting, procuring, constructing, and overseeing the PROJECT. In the event the final accounting reflects a total cost of the PROJECT in an amount less than the COUNTY FUNDING, a refund of the remaining balance of the COUNTY FUNDING shall be delivered by the DISTRICT to the COUNTY within thirty (30) days of the final accounting.

10. This Agreement shall expire one hundred eighty (180) days after the Effective Date unless extended by mutual written consent of the parties prior to the expiration date.

11. The COUNTY and the DISTRICT covenant and agree that each shall indemnify, defend, save and hold the other harmless from any and all legal actions, claims or demands by any person or legal entity caused by the negligent or wrongful act or omission of any employee of the party while acting within the scope of their employment or office. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of either party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled.

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12. The Effective Date of this Agreement shall be the day upon which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, the COUNTY and the DISTRICT have caused this Joint Project Agreement to be executed by their respective Chairpersons this 8th day of May, 2008.

OCHLOCKONEE RIVER SOIL AND WATER CONSERVATION DISTRICT

By: _____
Blas J. Gomez, Chairman

Date: 5/8/2008

LEON COUNTY, FLORIDA

By: _____
Jane G. Sauls, Chairman
Board of County Commissioners

Date : 4/21/08

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

By: _____

Approved as to Form:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

F08-00008