

COOPERATIVE AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
BROWARD COUNTY

This COOPERATIVE AGREEMENT (“**AGREEMENT**”) is executed on _____, 2011, by the South Florida Water Management District, a public corporation of the State of Florida, (“**DISTRICT**”), and Broward County, a political subdivision of the State of Florida (“**COUNTY**”), by and through the Broward County Board of County Commissioners as the governing body of the COUNTY, collectively "the Parties."

WITNESSETH

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, including entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** has acquired, through purchase, donations or management agreements, certain lands under programs such as the Central and Southern Florida Flood Control Project, Comprehensive Everglades Restoration Plan (CERP) or the State’s Save our Rivers (SOR) program; and

WHEREAS, Section 373.1391, Florida Statutes, requires that lands acquired by the **DISTRICT** be managed and maintained in an environmentally acceptable manner, and to the extent practicable, in such a way as to “ensure a balance between public access, general public recreational purposes and restoration and protection of their natural state and condition”; and

WHEREAS, the aforesaid statute encourages the use of the **DISTRICT**’s lands for public outdoor recreational activities compatible with the primary goal of water management, water supply, and the conservation and protection of water resources; and

WHEREAS, Section 373.1391, Florida Statutes, and Section 140.22(h) of the **DISTRICT**’s Policies and Procedures encourages the **DISTRICT** to enter into cooperative land management agreements with state agencies or local governments to provide the coordinated and cost-effective management of lands; and

WHEREAS, the **DISTRICT** and its partners, including other state agencies, local

governments, and non-profit organizations, have land assets including existing conservation lands, canal and levee rights of way, and future water resource enhancement projects which may provide opportunities for the **COUNTY** to meet their recreation needs including comprehensive plan and greenway master plan requirements; and

WHEREAS both the **COUNTY** and the **DISTRICT** recognize a mutual interest in collaborating and partnering to provide public access and recreation opportunities that enhance their programs and specific missions; and

WHEREAS, the Broward County Board of County Commissioners, at its April 12, 2011, Commission meeting, approved in concept entering into this **AGREEMENT** with the **DISTRICT** and authorized to the County Administrator to execute same on behalf of the **COUNTY**; and

WHEREAS, the Governing Board of the **DISTRICT**, at its _____ meeting, has authorized entering into this **AGREEMENT** with the **COUNTY**; and

WHEREAS, the **COUNTY** is scheduled to commence management and operations at Everglades Holiday Park in June 2012, which park is adjacent or otherwise close to recreational improvements contemplated by this **AGREEMENT**; and

WHEREAS, the **COUNTY** is in the process of implementing a comprehensive Greenway Plan utilizing the L-33 and L-37 Levee; NOW, THEREFORE,

In consideration of the mutual benefits flowing from each to the other, the **COUNTY** and the **DISTRICT** do hereby agree as follows:

ARTICLE 1 – PURPOSE

The purpose of this **AGREEMENT** is for the **DISTRICT** and the **COUNTY** to coordinate on matters of mutual interest involving the operations, maintenance and management of public access for the recreational facilities identified in the Broward County Water Preserve Areas (BCWPAs) Project Implementation Report Recreation Plan – 3A/3B Seepage Management Area (“Recreation Plan”) including a 13 mile recreational trail (“the BCWPAs Project”) on the L-33 and L-37 levee, located in Broward County, as described on Exhibit “A” (the “Project Site”).

ARTICLE 2 – RESPONSIBILITIES OF THE PARTIES

- 2.1 The “Responsibilities of the Parties,” attached hereto as Exhibit “B,” describe the duties and responsibilities of the **COUNTY** and the **DISTRICT**. This **AGREEMENT** shall not interfere or be inconsistent with the **DISTRICT**'s and the **COUNTY**'s overall missions, policies and management.
- 2.2 The Parties acknowledge and agree that any recreational proposals involving the **DISTRICT**'s canal and levee rights of way that have been adopted as works of the

DISTRICT pursuant to Section 373.086, Florida Statutes, shall be reviewed pursuant to Chapter 40E-6, Florida Administrative Code, as revised in September 1999, and Chapter 40E-7, Part V, Florida Administrative Code, as revised in July 2006, and any subsequent revisions thereto.

2.3 The Parties acknowledge and agree that any and all recreational uses of the Project Site shall be compatible and consistent with the purpose for which the land was acquired. All permitted activities shall be consistent with the rules set forth in Chapters 40E-6 and 40E-7, Part V, Florida Administrative Code, as they may be amended from time to time. The Parties recognize that the Project Site will also be open to other recreational uses as provided in Chapter 40E-7, Part V, Florida Administrative Code, and any recreational proposals by the **COUNTY** must be consistent with such permitted uses and the rules governing them, including Rule 40E-7.532, Florida Administrative Code, which provides that the **DISTRICT's** canal and levee rights of way are open to public use twenty-four (24) hours a day, seven (7) days a week, other than during authorized closures pursuant to the **DISTRICT's** public use rules. Under no circumstances shall activities be permitted which would impact or degrade the resource or the operation and function of the Project Site. Towards that end, there shall be no landscaping along the L-31 and L-37 levees within the Project Site.

2.4 The Parties acknowledge and agree that development of the proposed recreational facilities identified in the Recreation Plan for the 3A/3B Seepage Management Area are intended to be undertaken as part of the BCWPAs Project, and that the **DISTRICT** intends to enter into a partnership agreement (“Partnership Agreement”) with the United States Army Corps of Engineers (the “Corps”) whereby the Corps and/or the non-Federal Sponsor (i.e. the **DISTRICT**) will design and construct the BCWPAs Project, including the recreational facilities identified in the 3A/3B Seepage Management Area. The **COUNTY** shall have the right to review and comment on any construction plans for the proposed recreational facilities before finalization of same by the **DISTRICT**. In the event (i) the **DISTRICT** does not enter into a Partnership Agreement with the Corps for the BCWPAs Project or (ii) the final design of the BCWPAs Project does not include the proposed recreational facilities of the 3A/3B Seepage Management Area, the **COUNTY** shall have the right, but not the obligation to design, permit, construct and maintain the 3A/3B Seepage Management Area recreational facilities, at its sole cost and expense, subject to the prior written consent by the **DISTRICT** and the receipt, compliance with and maintenance by the **COUNTY** of any and all necessary permits and approvals. The **COUNTY** or the **DISTRICT** may terminate this **AGREEMENT** should condition (i) or (ii) occur or failure of the Project to move forward within ten (10) years of execution of this **AGREEMENT** by both Parties.

2.5 The Parties acknowledge and agree that the BCWPAs Project Recreation Plan contains the following facilities:

RECREATION FEATURES	QTY
Footbridge	1

Benches	5
Bike Rack (8 unit)	2
Trash Barrels	10
Canoe launch with Platform Walkway	2
Kiosk 12' by 15' with Concrete Slab/Footings & Benches	1
90' by 200' Parking Area with Handicap Access & Service Road	10-Car and 20- Vehicle/trailer spaces
Vault Toilet with Solar Fan	2
Protective Fencing	1
Signage	1
Trails	13 Miles

ARTICLE 3 – ANNUAL WORK PLAN

Upon completion of the recreational facilities referenced in Articles 2.3 and 2.4 above, an Annual Work Plan described in Exhibit “B,” Responsibilities of the Parties, attached hereto, will be prepared by the **COUNTY** and the **DISTRICT** Project Managers during each entity’s budget process each year for the term of this **AGREEMENT**.

ARTICLE 4 – BUDGET APPROVAL

The Parties agree that their respective obligations will be carried out as contained in the Annual Work Plans subject to independent budget approval by the **COUNTY** and the **DISTRICT**.

ARTICLE 5 - TERM OF THE AGREEMENT

5.1 The term of this **AGREEMENT** shall commence on the last date of execution by the Parties and continue for fifty (50) years, renewable upon agreement of the Parties for an additional fifty (50) years, unless terminated earlier by either party pursuant to Article 8 below.

5.2 The Parties agree that time is of the essence in the performance of each and every obligation

under this **AGREEMENT**.

ARTICLE 6 - PROJECT MANAGEMENT/NOTICE

- 6.1 The **DISTRICT's** Project Manager for the Project Site is the Director of the Land Stewardship Division. The **COUNTY's** Project Manager for the Project Site is the Director of Parks and Recreation. The Parties shall direct all matters arising in connection with the performance of this **AGREEMENT**, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**.
- 6.2 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR THE COUNTY:

Director, Broward County Parks and Recreation
950 NW 38th Street
Oakland Park, FL 33309

FOR THE DISTRICT:

South Florida Water Management District
Procurement Department
3301 Gun Club Road
P. O. Box 24680
West Palm Beach, FL 33416-4680

The **COUNTY** and **DISTRICT** shall also provide a copy of all notices to the Project Managers. All notices required by this **AGREEMENT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence between the parties related to this **AGREEMENT** shall reference the **DISTRICT's** Contract Number 4600002510.

ARTICLE 7 – INDEMNIFICATION/INSURANCE

- 7.1 Subject to the limitations of liability set forth in Section 768.28, Florida Statutes, the **COUNTY** assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the **COUNTY** and the officers, employees, servants, and agents thereof. The **COUNTY** warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the **COUNTY** officers, employees, servants and agents while acting within the scope of their employment with the **COUNTY**.
- 7.2 Subject to the limitations of liability set forth in Sections 373.1395 and 768.28, Florida Statutes, the **DISTRICT** assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the **DISTRICT** and the officers, employees, servants, and agents thereof. The **DISTRICT** warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the **DISTRICT** officers, employees, servants and agents while acting within the scope of their employment with the **DISTRICT**.
- 7.3 The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying 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, or the limitations of liability set forth in Section 373.1395, Florida Statutes.
- 7.4 The Parties are state agencies or political subdivisions as defined by Section 768.28, Florida Statutes. The Parties agree to furnish each other, upon request, with written verification of liability protection in accordance with state law prior to final execution of this **AGREEMENT**. Additionally, if either party elects to purchase any additional liability coverage including excess liability coverage, the Parties agree that the Broward County Board of County Commissioners for the **COUNTY** and the **DISTRICT** will be included as an additional named insured on the certificate.
- 7.5 In the event either party chooses to no longer be self-insured under Chapter 440, Florida Statutes, that party shall give prompt written notice to the other party and shall provide, pay for and maintain in force Workers' Compensation Insurance in accordance with Florida law for the term of this **AGREEMENT**.
- 7.6 In the event that any work is performed on behalf of the **COUNTY** by a third party, the **COUNTY** shall require each and every such contractor to identify the **DISTRICT** as additional insured on all insurance policies as required by the **COUNTY**. Any such contract shall also include a provision whereby the contractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with that contract.

ARTICLE 8- TERMINATION/REMEDIES

- 8.1 If either party fails to fulfill its obligations under this **AGREEMENT** in a timely and proper

manner, the other party shall have the right to terminate this **AGREEMENT** by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time period, this **AGREEMENT** shall terminate at the expiration of the thirty (30) day time period.

- 8.2 Either party may terminate this **AGREEMENT** at any time for convenience upon no less than one (1) year's prior written notice to the other party. Any such termination shall be effected by delivery to the other party of a Notice of Termination specifying the extent to which performance of work under this **AGREEMENT** is terminated in whole or in part, and the date upon which such termination becomes effective.
- 8.3 In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.
- 8.4 This **AGREEMENT** has no third-party beneficiaries (intended or incidental), who may enforce obligations of either party should this **AGREEMENT** be terminated.

ARTICLE 9 - RECORDS RETENTION/OWNERSHIP

- 9.1 The **COUNTY** and the **DISTRICT** shall maintain records and each party shall have inspection and audit rights as follows:

A. Maintenance of Records: Both Parties 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 or termination date of this **AGREEMENT**, or the records retention schedule prescribed by law, whichever is greater.

B. Examination of Records: Both Parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**.

C. Extended Availability of Records for Legal Disputes: In the event that the either party should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the other party shall extend the period of maintenance for all records relating to this **AGREEMENT** until the final disposition of the legal dispute, and all such records shall be made readily available.

ARTICLE 10 - STANDARDS OF COMPLIANCE

- 10.1 The **COUNTY** and the **DISTRICT**, their employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**.
- 10.2 The **COUNTY** and the **DISTRICT** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should either party assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the party asserting the exemption.
- 10.3 In the event that the **COUNTY** receives funds from the **DISTRICT** under this **AGREEMENT**, pursuant to Section 216.347, Florida Statutes, the **COUNTY** is prohibited from the expenditure of any funds received from the **DISTRICT** under this **AGREEMENT** to lobby the Legislature, the judicial branch, or another state agency.
- 10.4 The Parties shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this **AGREEMENT**. The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services under this **AGREEMENT**, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 11 - RELATIONSHIP BETWEEN THE PARTIES

- 11.1 The **COUNTY** and the **DISTRICT** are independent contractors. Neither party is an employee or agent of the other party. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent contractors, between the **DISTRICT** and the **COUNTY**, or between their respective employees, agents, subcontractors, or assigns, during or after the performance of this **AGREEMENT**.
- 11.2 The Parties shall not assign, delegate, or otherwise transfer their respective rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other party. Any attempted assignment in violation of this provision shall be void. Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that the **COUNTY** shall have the right to enter into contracts with third parties to perform the **COUNTY**'s obligations under this **AGREEMENT** on behalf of the **COUNTY**. Such contracts, if any, shall not require the prior approval of the **DISTRICT** provided (i) the contractor identifies the **DISTRICT** as additional insured on all insurance policies as required by the **COUNTY**, and (ii) the contract contains a provision whereby the contractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with that contract, all as required under paragraph 7.6 of this **AGREEMENT**.

ARTICLE 12 - GENERAL PROVISIONS

- 12.1 Notwithstanding any provisions of this **AGREEMENT** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **AGREEMENT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this **AGREEMENT** shall otherwise remain in effect.
- 12.2 In the event any provisions of this **AGREEMENT** shall conflict, or appear to conflict, this **AGREEMENT**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the Parties, their successors and assigns 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.

- 12.4 Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity 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 this **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.5 This **AGREEMENT** is subject to the availability of funding by the Parties and does not obligate future appropriations for the obligations created herein. In the event either party does not approve funding for any fiscal year during the term of this **AGREEMENT**, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The party which did not approve funding shall notify the other party in writing after the adoption of the non-funding party's final budget for any fiscal year during the term of this **AGREEMENT** that does not include funding for this **AGREEMENT**.
- 12.6 This **AGREEMENT** may be amended only with the written approval of the Parties hereto. Any amendment to this **AGREEMENT** that adds new project areas to Exhibit "A," Project Site shall also address site specific responsibilities in the Responsibilities of the Parties set forth in Exhibit "B."
- 12.7 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**. The Parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This **AGREEMENT** shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.
- 12.8 The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this **AGREEMENT**.
- 12.9 The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations under this **AGREEMENT**, and the preparation of this **AGREEMENT** has been a joint effort of the **COUNTY** and the **DISTRICT** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- 12.10 This **AGREEMENT** shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this **AGREEMENT**, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively

in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this **AGREEMENT** shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE DISTRICT AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.11 Multiple copies of this **AGREEMENT** may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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: _____

Print Name: _____

Title: _____

SFWMD OFFICE OF COUNSEL APPROVED:

SFWMD PROCUREMENT APPROVED:

COOPERATIVE AGREEMENT BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND BROWARD COUNTY FOR OPERATION, MAINTENANCE, AND MANAGEMENT OF PUBLIC ACCESS FOR THE RECREATIONAL FACILITIES IDENTIFIED IN THE BROWARD COUNTY WATER PRESERVE AREAS PROJECT IMPLEMENTATION REPORT RECREATION PLAN – 3A/3B SEEPAGE MANAGEMENT AREA INCLUDING A 13 MILE RECREATIONAL TRAIL

BROWARD COUNTY, by its COUNTY ADMINISTRATOR

By _____
Bertha Henry

____ day of _____, 2011.

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Risk Manager

By _____
Patrice M. Eichen
Assistant County Attorney

EXHIBIT "A" PROJECT SITE

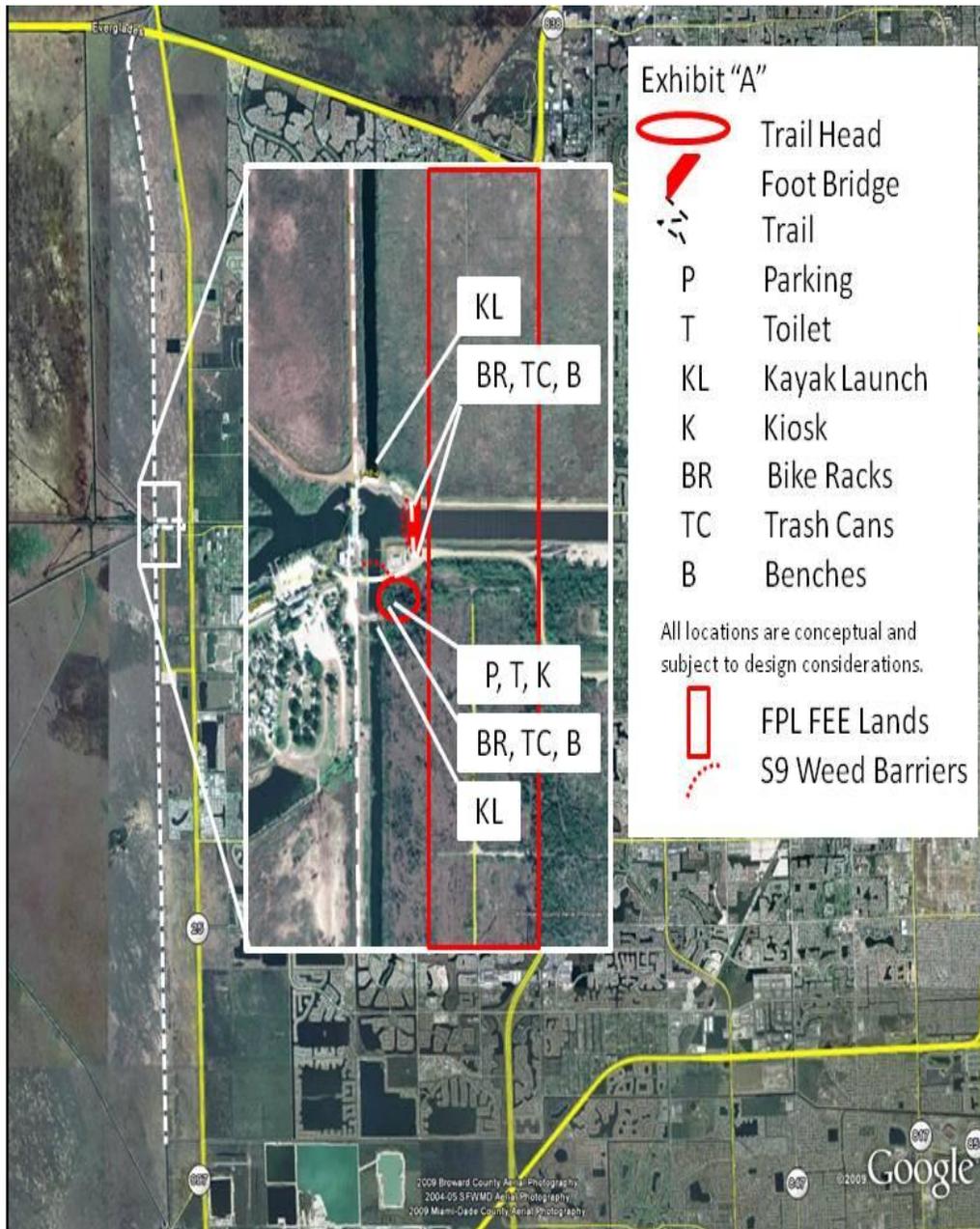


EXHIBIT "B"
RESPONSIBILITIES OF THE PARTIES

1. Background

The South Florida Water Management District's mission is to manage and protect water resources of the region by balancing and improving water quality, flood control, natural systems and water supply. The District accomplishes its mission through an array of programs and projects. An ancillary aspect to the mission is to provide and encourage public recreational activities on District lands as long as they are compatible and consistent with the primary purposes of the lands. As it relates to the Agreement, the District has several land holdings in Broward County that could serve some nature-based recreational needs of its communities and provide connectivity to regional greenway corridors.

In addition, Section 373.1391(4), Florida Statutes, and Section 140-22(h) of the District's Policies and Procedures Code encourage the District to strive to obtain the expertise and assistance required for the management of specific tracts of land by entering into cooperative management agreements with other state and federal agencies, local governments and non-profit organizations. Broward County has the logistical capacity and the expertise needed to partner with the District in developing and operating certain recreational opportunities on the District's or jointly owned land.

The District intends to enter into a Partnership Agreement with the United States Army Corps of Engineers (the "Corps) whereby the Corps and/or the non-Federal Sponsor will design and construct the recreational facilities identified in the Broward County Water Preserve Areas (BCWPAs) Project Implementation Report Recreation Plan – 3A/3B Seepage Management Area. Although the BCWPAs Project is projected to include the construction of the recreational facilities identified in the Broward County Water Preserve Areas (BCWPAs) Project Implementation Report Recreation Plan – 3A/3B Seepage Management Area including a 13 mile recreational trail on the L-33 and L-37 levee, the project is still in the very early design phase and remains subject to many levels of review and approval by the District, the Corps and, ultimately, the United States Congress for appropriation before the project design is finalized and construction may commence.

2. Agency Responsibilities

2.1 General Responsibilities

2.1.1 Annual Work Plan and Budget

An Annual Work Plan and Budget for the operations and maintenance of the 3A/3B Seepage Management Area recreational facilities shall be developed by the County by March 15 each year during the term of the Agreement. The Annual Work Plan shall be based upon the site specific responsibilities described below and be provided to the

District for review and approval.

2.1.2 Annual Meeting

Prior to the development of the Annual Work Plan with a Budget, an annual meeting shall be held to evaluate the previous year's accomplishments and discuss proposed operation and maintenance activities for the upcoming year (unless deemed unnecessary by both parties).

2.2 Site Specific Responsibilities for the 3A/3B Seepage Management Area Recreation Facilities

COUNTY'S RESPONSIBILITIES:

- Develop an Annual Work Plan and Budget for the operations and maintenance of the public use 3A/3B Seepage Management Area Recreation Facilities.
- In consultation with the District, design, implement, and regulate a public use program on the Project Site that is consistent with the District's policies and procedures.
- Obtain, comply with and maintain any and all permits and approvals required to (i) operate and maintain the recreation facilities and components, if any (unless the permits and approvals required to operate and maintain the recreation plan components are otherwise obtained by the Corps), and (ii) operate the trail and related recreational facilities. The County acknowledges that there is no guarantee that the County will receive any such permits or approvals. The County will resolve all issues raised by any objectors to any required permits or other approvals.
- Promptly comply with all orders regarding the use of the Project Site. Provide for the operation, management, and maintenance, including regularly scheduled inspections, of all recreation plan components, trail and related recreational facilities within the Project Site in accordance with the terms and conditions of the Agreement. Maintenance of the trail and related recreational facilities shall include but shall not be limited to trash and litter removal, and any necessary repairs to public trails, walkways, facilities, public use signage, and gates. Costs related to the operations and maintenance of the trail and related recreational facilities shall be borne by the County.
- Notwithstanding anything contained herein to the contrary, in the event the District elects to relocate any recreation plan facilities or components, which relocation shall be the District's responsibility, the County shall have the right to terminate the Agreement by providing ninety (90) days prior written notice to the District. Alternatively, the parties may amend the Agreement to reflect the relocation.
- The County shall notify the District thirty (30) days in advance of any proposed maintenance activities associated with the levee or other water management infrastructure and coordinate these activities with the District's Fort Lauderdale Field Station.

- The County may, upon obtaining the District's prior written consent, together with all other necessary permits and approvals, if any, make additional recreational improvements to the Project Site provided that such improvements/changes are consistent with the uses permitted as set forth in the Agreement. Any improvements made by the County shall become the property of the District. The County shall be responsible for any and all costs associated with such improvements/changes, including without limitation any and all design, permitting, construction, construction management, maintenance and operation costs.
- Cooperate with the District to increase visitor awareness and appreciation of the restoration efforts and native habitat through educational signs (provided by the District) and programming.
- Notify the District of any impacts and/or repairs needed to the recreation components and public use facilities at the Project Site governed by the Agreement.
- Update any signage and interpretive material as needed, subject to the prior approval of the District.

DISTRICT'S RESPONSIBILITIES:

- Provide the District's standard management, operation, maintenance, and the District's mission related functions of the Project Site (excluding the 3A/3B Seepage Management Area trail recreational facilities which shall be the managed, operated and maintained by the County as provided herein above) including, but not limited to, levee maintenance and grading, maintenance mowing up to four (4) times a year, nuisance and exotic weed control, monitoring activities, operation and maintenance of all control structures and associated equipment, levee re-grading and erosion control.
- Provide educational signage pertaining to CERP and Everglades restoration activities as deemed necessary by the District.
- Provide assistance to the County on grant opportunities that may be available from third parties to expand and/or fund recreational opportunities at the Project Site.
- Provide timely notification to the County of any planned restoration or construction activities that may necessitate temporary closure to public use or public use development.

JOINT RESPONSIBILITIES:

- Prior to March 15th of each year during the term of the Agreement, the District and the County shall meet (if needed) to discuss the previous year's accomplishments, proposed activities for the upcoming year, and public use operation, maintenance, management and development opportunities for the Project Site.