

**COOPERATIVE FUNDING AGREEMENT  
BETWEEN  
PINELLAS COUNTY  
AND  
UNIVERSITY OF SOUTH FLORIDA  
FOR  
PHYSICAL MONITORING OF THE SAND KEY, TREASURE ISLAND,  
AND LONG KEY BEACH NOURISHMENT PROJECTS**

**THIS AGREEMENT**, is made and entered into on this 19 day of March, 2018, between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and The University of South Florida Board of Trustees, a public body corporate, for the University of South Florida, a part of the State University System of Florida, hereinafter referred to as the UNIVERSITY.

**WITNESSETH:**

**WHEREAS**, the Florida Department of Environmental Protection (FDEP) is supportive of the COUNTY's long-term commitment to monitor seasonal variations in the performance of the Sand Key, Treasure Island, and Long Key Beach Nourishment projects;

**WHEREAS**, it is in the COUNTY's best interest to perform quarterly monitoring of nourishment performance to assess storm-event related beach erosion; and

**WHEREAS**, the UNIVERSITY has the experience, staff, resources, expertise and ability to perform said monitoring through physical beach surveys.

**NOW THEREFORE**, the COUNTY and the UNIVERSITY, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

**SECTION 1  
SERVICES TO BE PROVIDED BY THE UNIVERSITY**

1.1 The UNIVERSITY shall complete Surveys for 147 beach profiles once every three (3) months during the months of January, April, July, and October for five (5) years from January 2018 through December 2022. The Surveys shall include: (1) LK- and R-monuments from R55 to R165 including R127 and R128; and (2) 28 profiles on Mullet Key. Profiles shall extend landward from the monument to at least 5 feet below National Geodetic Vertical Datum (NGVD) so that they can be compared to survey data collected by the Army Corp of Engineers. If a temporary monument is used, the temporary monument must be checked prior to survey, and the profile data collected must use the permanent monument as its point of origin. Monuments that do not originate at an R monument must be labeled or identified as a USF R monument (for example, "R-85USF"). In addition, the UNIVERSITY shall complete Surveys for each of John's Pass ebb shoal, Blind Pass ebb shoal, Pass-a-Grille ebb shoal, and Bunces Pass ebb shoal once per year during the months of May and June for five (5) years from January 2018 through December 2022. While conducting

work on the beach for the COUNTY, the UNIVERSITY shall abide by the rules laid out in the “USF Coastal Research Beach Survey Rules on Beach Driving” which are located in Appendix A. The Rules may be revised with the written consent of the COUNTY.

1.2 The UNIVERSITY shall deliver to the COUNTY all Surveys completed pursuant to Section 1.1 above within thirty (30) days after completion of such Survey.

1.3 The UNIVERSITY shall deliver the Annual Progress Report to the COUNTY by December 31 of each year.

1.4 Each Annual Progress Report completed pursuant to Section 1.3 above shall summarize and discuss the data, the performance of the beach fill projects, and identify erosion and accretion patterns within the monitored area. In addition, each Annual Progress Report shall include a comparative review of actual project performance, as measured and observed during the monitoring period, with all stated pre-nourishment performance expectations, as well as identification of any measured or observed adverse impacts along with a discussion on how these impacts might possibly be attributable to the project. Each Annual Progress Report shall also include appendices detailing plots of Survey profiles and graphical representations of volumetric and shoreline position changes for the monitored area.

1.5 Within thirty (30) days of receiving any Survey or Annual Progress Report pursuant to Sections 1.1 through 1.4 above, if the COUNTY finds the Survey or Annual Progress Report defective for any reason, the COUNTY shall send notice to the UNIVERSITY of any defects. If the COUNTY provides a written notice of defects, the UNIVERSITY shall have thirty (30) days from receipt of said notice to cure said defects and provide written evidence of same to the COUNTY; if the UNIVERSITY fails to cure the defects within the requisite timeframe, or if COUNTY finds the evidence of such corrections to be defective for any reason, this Agreement is subject to termination with cause in accordance with Section 5 below.

1.6 The research services described and provided for pursuant to Sections 1.1 through 1.4 above shall constitute the Basic Services to be performed by the UNIVERSITY under this Agreement. The Basic Services may also be referred to as the “Project.”

1.7 When authorized in writing by the COUNTY's Project Manager as designated in Section 3 below, the UNIVERSITY may furnish related Contingency Services to provide studies or evaluations of the COUNTY's beaches other than the Basic Services described in Sections 1.1 through 1.4 above. These Contingency Services are intended to be provided on a case-by-case basis as requested by the COUNTY.

**SECTION 2  
PAYMENT SCHEDULE**

2.1 The funding amounts payable to the UNIVERSITY for the Basic Services authorized under this Agreement are as follows:

Description of work	Unit cost	#of Surveys	Total
147 profiles per survey 4 times/yr, @ \$65 per profile	\$9,555	20	\$191,100
John's Pass ebb shoal	\$5,000	5	\$ 25,000
Blind Pass ebb shoal	\$3,000	5	\$ 15,000
Bunces Pass ebb shoal	\$6,000	5	\$ 30,000
Pass-a-Grille ebb shoal	\$5,000	5	\$ 25,000
<b>Total direct costs</b>			<b>\$286,100</b>
25% Facilities and Administrative Charge (FAC) by University			\$ 71,525
<b>Total Direct Costs</b>			<b>\$357,625</b>
10% cost for Contingency Services:			\$ 35,762
<b>Total costs</b>			<b>\$393,387</b>

Note: The funding amounts payable for the five (5) Annual Progress Reports are included in the costs reflected in the table in this Section 2.1 above. There is no additional charge for the requisite Annual Progress Reports.

2.2 In accordance with Section 2.1 above, the total Basic Services funding amount payable to the UNIVERSITY under this Agreement is **\$357,625.00**. In accordance with the table in this Section 2.2 below, this \$357,625.00 shall be spread over twenty (20) quarterly invoices; each quarterly invoice shall be delivered by the UNIVERSITY within 30 (thirty) days of the respective quarter end date to the COUNTY's Project Manager as provided in Section 3 below. Each invoice shall consist of the direct costs incurred by the UNIVERSITY for Surveys completed during that quarter— including corrected defective Surveys pursuant to Section 1.5 above—plus 5% of the total \$71,525.00 FAC Cost (or \$3,576.25). The payment schedule and cost is as follows:

Quarter	Quarter End Date	Quarterly Invoice Cost
1 <sup>st</sup>	March 30, 2018	\$17,881.25
2 <sup>nd</sup>	June 30, 2018	\$17,881.25
3 <sup>rd</sup>	September 30, 2018	\$17,881.25
4 <sup>th</sup>	December 31, 2018	\$17,881.25
5 <sup>th</sup>	March 30, 2019	\$17,881.25
6 <sup>th</sup>	June 30, 2019	\$17,881.25
7 <sup>th</sup>	September 30, 2019	\$17,881.25

8 <sup>th</sup>	December 31, 2019	\$17,881.25
9 <sup>th</sup>	March 30, 2020	\$17,881.25
10 <sup>th</sup>	June 30, 2020	\$17,881.25
11 <sup>th</sup>	September 30, 2020	\$17,881.25
12 <sup>th</sup>	December 31, 2020	\$17,881.25
13 <sup>th</sup>	March 30, 2021	\$17,881.25
14 <sup>th</sup>	June 30, 2021	\$17,881.25
15 <sup>th</sup>	September 30, 2021	\$17,881.25
16 <sup>th</sup>	December 31, 2021	\$17,881.25
17 <sup>th</sup>	March 30, 2022	\$17,881.25
18 <sup>th</sup>	June 30, 2022	\$17,881.25
19 <sup>th</sup>	September 30, 2022	\$17,881.25
20 <sup>th</sup>	December 31, 2022	\$17,881.25

2.3 The COUNTY shall make payments to the UNIVERSITY for all duly invoiced work in accordance with the “Local Government Prompt Payment Act,” codified at chapter 218, part VII, Florida Statutes. Notwithstanding this condition, no funds shall be payable to the UNIVERSITY for Surveys deemed defective by the COUNTY pursuant to Section 1.5 above. COUNTY will remit payments to the address specified on UNIVERSITY’s invoice.

2.4 For any Contingency Services authorized pursuant to Section 1.7 above, the UNIVERSITY shall separately invoice the COUNTY pursuant to the terms of the COUNTY’s written authorization for that Contingency Service, up to a cumulative total amount of \$35,762.

**SECTION 3  
NOTICE AND PROJECT MANAGERS**

In order to assure proper coordination and review throughout the term of this Agreement, the COUNTY and the UNIVERSITY each designate a Project Manager as follows:

COUNTY:

John E. Bishop, Coastal Management Coordinator  
Pinellas County Public Works  
Division of Environmental Management  
22211 US 19 N, Bldg 10  
Clearwater, FL 33765  
**[jbishop@pinellascounty.org](mailto:jbishop@pinellascounty.org)**

UNIVERSITY:

Ping Wang, Professor  
School of Geosciences  
University of South Florida  
4202 East Fowler Ave. NES107  
Tampa, FL 33620  
[pwang@usf.edu](mailto:pwang@usf.edu)

Unless otherwise specified in this Agreement, all notices, invoices, approvals, and other correspondence required by law and this Agreement shall be in writing and sent via e-mail to the respective Project Manager. Notices shall be considered delivered or received as reflected by an e-mail read receipt. If either party has a change in its Project Manager, it will notify the other party of the change. In addition to the foregoing, any termination notice to UNIVERSITY shall be sent by e-mail to [rsch-awards@usf.edu](mailto:rsch-awards@usf.edu) and by regular mail to 3702 Spectrum Blvd., Suite 165, Tampa, FL 33612, Attention: Keith Anderson.

**SECTION 4**  
**AUDIT**

The UNIVERSITY shall:

- a) retain all data, financial records, statistical records, and any other records (including electronic storage media) pertinent to this Agreement (“Records”) for a period of three (3) years after termination or expiration of this Agreement or, if an audit has been initiated in accordance with subsection c) of this Section 4 below and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings;
- b) maintain all Records in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the COUNTY under this Agreement;
- c) ensure that all Records are subject at all reasonable times for inspection, review, audit, and duplication by COUNTY personnel and other personnel duly authorized by the COUNTY, which may require removal of Records from University premises; and
- d) fully comply with the provisions of Chapter 119, Florida Statutes, as applicable.

**SECTION 5  
TERMINATION OF AGREEMENT**

This Agreement may be terminated in writing by either party with or without cause upon 30 days' notice of termination by the other party. This Agreement may also be terminated at any time by mutual written agreement of the parties.

Any termination notice shall be sent in accordance with the notice provisions in Section 3, and shall be deemed delivered or received on the date reflected by the appropriate e-mail read receipt; in the case of a termination notice received by the UNIVERSITY, the appropriate e-mail read receipt shall be that for [rsch-awards@usf.edu](mailto:rsch-awards@usf.edu).

**SECTION 6  
TERM**

This Agreement, after it has been fully executed by the parties, shall take effect retroactively on January 1, 2018. This Agreement shall remain effective until March 31, 2023 unless renewed in writing by mutual agreement of the Parties for any additional length of time.

**SECTION 7  
AMENDMENT**

This Agreement may be amended for any reason at any time by mutual written agreement of the parties.

**SECTION 8  
LIABILITY**

The COUNTY and the UNIVERSITY each agree to be liable for their own negligence under this Agreement. Both the COUNTY and the UNIVERSITY agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provisions of law.

**SECTION 9  
FISCAL NON-FUNDING**

This Agreement is not a general obligation of the COUNTY. It is understood that neither this Agreement nor any representation by any employee or officer of the COUNTY creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year for which this Agreement is executed. No liability shall be incurred by the COUNTY, or any department of the COUNTY, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the COUNTY for any or all of this Agreement, the COUNTY shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The COUNTY agrees to promptly notify the UNIVERSITY in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the COUNTY.

**SECTION 10  
INTELLECTUAL PROPERTY**

The UNIVERSITY Project Manager will promptly disclose all intellectual property ("IP") generated during performance under this Agreement to the UNIVERSITY Patents & Licensing in accordance with USF System Policy 0-300 on Inventions and Works, and Patents & Licensing will promptly disclose the IP to the COUNTY.

IP that originates solely with a UNIVERSITY employee shall be the property of the UNIVERSITY. IP that originates solely with a COUNTY employee shall be the property of the COUNTY. IP that originates jointly between a UNIVERSITY employee and a COUNTY employee shall be the joint property of the UNIVERSITY and the COUNTY.

The parties agree that any background IP and technologies existing prior to the execution of this Agreement are their own separate property, respectively, and are not affected by this Agreement. Neither party acquires any claims to or rights in any background IP or technologies of the other by virtue of this Agreement.

**SECTION 11  
PUBLICATION**

The COUNTY recognizes that under UNIVERSITY policy the results of the Project must be publishable and agrees that the UNIVERSITY Project Manager or UNIVERSITY employees engaged in the Project must be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the Project.

**SECTION 12  
MISCELLANEOUS**

This document embodies the entire Agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**THE UNIVERSITY OF SOUTH FLORIDA  
BOARD OF TRUSTEES for UNIVERSITY  
OF SOUTH FLORIDA**

By: Keith Anderson  
Keith Anderson, M.S., CRA  
Director, Sponsored Research

Date: 3/2/2018

**PINELLAS COUNTY**, by and through its  
County Administrator

By: Mark S. Woodard  
Mark S. Woodard

Date: March 19, 2018

Read and Understood:

By: Wayne P. P. P.

Date: 02/27/2018

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Lynn Cash  
Lynn Cash, JD  
ATTORNEY - USF



**Appendix A:**  
**November 1, 2017**  
**USF Coastal Research Beach Survey Rules on Beach Driving**

The following rules on driving on the beach are developed based on the FWC (Florida Fish and Wildlife Conservation Commission) guideline on “Best management practices for operating vehicles on the beach” and the FWC brochure “Beach Drivers: Please watch out for wildlife!” All the guidelines in the above two documents will be carefully followed, in addition to some more detailed operation rules. The following rules will be strictly followed by all USF coastal research personnel:

- 1) Designated drivers for 2018-2022: Ping Wang and Mathieu Vallee.
- 2) No driving on the beach at night. No driving on the beach during rain or heavy fog.
- 3) Make sure the vehicle is in four-wheel drive mode and drive over the hardest part of the beach when possible.
- 4) Use designated beach access points and go directly to hard sand below the tide line, or along heavily used recreational beach, follow the tracks of the vehicles that empty the trash cans.
- 5) Do not drive over grass or wrack.
- 6) Do not drive more than 10 mph.
- 7) The vehicle will be kept at least 30 ft away from any marked turtle nest.
- 8) When driving past a marked bird nest area, the following rules will be followed:
  - a. Stay at least 30 ft away from the marked area. If there is not enough space on the beach, turn around, exit the beach, and enter the beach again from the next designated entrance.
  - b. Drive very slowly, slower than walking speed.
  - c. Two people will walk in front and along the sides of the vehicle to ensure that no birds are disturbed (i.e., no more than by pedestrians).
  - d. During bird nesting season (February to late August), two people will walk in front and along the sides of the vehicle at all times, except along recreational beach where the beach is densely populated with people and no bird nesting areas are marked.
- 9) Do not park the vehicle within 100 ft from any marked area.