

This instrument prepared by:
Southwest Florida Water
Management District
2379 Broad Street
Brooksville, FL 34604-6899

SWF Parcel No. 15-773-182X

**AGREEMENT FOR
CONSTRUCTION, OPERATION AND MAINTENANCE
OF THE
SPRINGS' COAST ENVIRONMENTAL EDUCATION CENTER
AT THE WEEKIWACHEE PROPERTY**

This Agreement is made and entered into this 31st day of May 2002 by and between the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, for itself and on behalf of the COASTAL RIVER BASIN BOARD, hereinafter referred to as "the District", and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, a public corporation of the State of Florida, hereinafter referred to as the "Board."

WITNESSETH:

Whereas, the District owns certain real property located in Hernando County, Florida, known as the Weekiwachee Property; and

Whereas, the District and Board have selected a location on the Weekiwachee Property to construct an environmental education center; and

Whereas, the District and the Board desire to combine their resources and efforts to construct, operate and maintain an environmental education facility on the Weekiwachee Property, hereinafter referred to as the "Education Center"; and

Whereas, the Board represents that they possess the requisite skills, knowledge, expertise and resources and do agree to provide the desired services to the District; and

Whereas, the District has agreed to provide the Board with up to \$750,000 to construct the necessary building; and

Whereas, joint cooperation between the District and the Board is in the best interest of the public.

Now, therefore, the District and the Board, in consideration of the mutual terms, covenants and conditions set forth herein, hereby mutually agree as follow:

1. **EDUCATION CENTER:** Upon satisfaction of all conditions precedent as set forth in paragraph 4 below, the Board, and upon notice to proceed from the District, shall construct

a building (the "Education Center"), on a site to be agreed upon pursuant to paragraph 4a below, within the Weekiwachee Property described in Exhibit "A" attached hereto and made a part hereof (the "Education Center Lands").

2. EDUCATION CENTER COSTS: The District shall pay up to \$750,000.00 for the construction of the Education Center (the "Education Center monies"). Disbursements of the Education Center Monies shall be made in accordance with paragraph 7 below.

3. USE AND OWNERSHIP: Upon execution of this Agreement, occurrence of all conditions precedent, and completed construction of the Education Center, the Board shall use the facilities to provide environmental educational training with emphasis on the wisdom of protecting, conserving and preserving natural and freshwater systems. The District shall be allowed to use the meeting room in the Facility at no charge based upon the availability of the meeting room and the District reserving the room from the Board in advance.

4. CONDITIONS PRECEDENT: Within nine (9) months of the effective date of this Agreement the Board and the District agree that the activities set forth below shall be completed. Should any activity not be so completed, the District and the Board may mutually agree to amend this Agreement to extend the time for completion, or either party may terminate this Agreement pursuant to Paragraph 21.

- a. Mutual agreement on the site within the Education Center Lands for construction of the Education Center;
- b. Survey of the construction site and preparation of the legal description;
- c. Approval of drawings, specifications and complete construction plans by the District for the Education Center and other related amenities to be constructed on Project Lands;
- d. Establishment of an Environmental Center Advisory Council that shall oversee the development of the Master Plan and Curricula. A representative from the District will be included on the council.
- e. Master Plan and Curriculum to include:
 - i. Education Plan and Curriculum focusing on water resources and wetlands ("Education Program");
 - ii. Education Center task deadlines;
 - iii. Line item Education Center budget;
 - iv. Any other items mutually agreeable to each party to be incorporated into the Master Plan and Curriculum.

5. PROJECT MANAGER AND NOTICES: Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with Education Center coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the parties' Project Manager by U.S. mail, postage paid, or by nationally recognized overnight delivery service, to the parties' addresses as follows:

Project Manager for the District: Will Miller
Senior Land Use Specialist
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Project Manager for the Board: Graydon Howe,
Director of Plant Operations
Hernando County Schools
919 North Broad Street
Brooksville, Florida 34601

a. The District's Project Manager is hereby authorized to approve requests to extend an Education Center task deadline set forth in the Master Plan curriculum. Such approval shall be in writing, shall explain the reason for the extension and shall be signed by the Project Manager and his/her Department Director. The District's Project Manager is not authorized to approve any time extension that will result in an increased cost to the District or any time extension which will likely delay the final Education Center task deadline.

b. The District's Project Manager is authorized to adjust a line item amount of the Education Center budget set forth in the master/plan curriculum, if such adjustment does not exceed ten percent (10%) of the line item amount, aggregate adjustments are less than \$10,000, and such adjustment does not result in an increase in the total Education Center cost to be paid by the District. Such approval shall be in writing, shall explain the reason for adjustment, and shall be signed by the Education Center Manager and his/her Department Director and their Deputy Executive Director. The District's Education Center Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed set forth in the compensation section of this Agreement.

6. SCOPE OF WORK: The Board shall arrange for and or furnish all services necessary and required to accomplish and complete the Education Center and in accordance with the proposed Education Center plan set forth in the Master Plan and Curriculum.

a. Board Acts as Education Center Administrator: The District and the Board herein agree that the Board shall act as administrator for the design and construction of the Education Center in exchange for the use by the Board of the Education Center for the activities specified in the Master Plan and Curriculum, as may be amended from time to time. The Board shall make reasonable efforts to ensure the development of an energy-efficient design and construction plans. The District shall have sixty (60) days to review each set of drawings, design specifications, and construction plans and to provide the Board with written approval of same. In the event that the District objects within the sixty (60) day period, the Board shall as soon as practical submit a modified set that satisfies the District's objection. After obtaining the District's written approval of the design and

construction plans, the Board shall forward three (3) signed and sealed copies of the approved plans to the District for its files. The District's approval of the design and construction plans does not constitute a representation or warranty that the District has verified the architectural, engineering, mechanical, electrical, or other components of the design and construction plans, or that such documents are in compliance with District rules and regulations or any other applicable rules, regulations, or laws.

b. Permits: Upon the District's notice to proceed with construction of the Education Center, the Administrator shall ensure that all necessary permits, approvals, and licenses are obtained from all appropriate agencies prior to construction of the Education Center. If the Education Center requires any District permit, the District is a co-applicant, and the Florida Department of Environmental Protection shall be the permitting agency.

c. Selection of Contractors: The Board shall be responsible for the selection of and contracting with, any and all contractors needed to accomplish the work set forth in the approved design and construction plans. If required by law and the Purchasing Ordinance of the Board of Public Instruction of Hernando County, the Board shall select the contractors by the competitive bid process. The District, at the request of the Board shall assist in evaluating prospective contractors for the purposes of carrying out the requirements of this Agreement. The Board shall submit the name of each of the contractors it desires to select.

d. Insurance: The Board shall require each contractor to maintain during the term of this agreement, insurance in the following kinds and amounts or limits with a company or companies, authorized to do business in the State of Florida and shall not commence work under the agreement until the District has received an acceptable certificate or certificates of insurance identifying the Board as certificate holder showing evidence of such coverage:

- i. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Minimum Limits-	\$500,000.00 per occurrence
	\$1,000,000.00 in the aggregate

- ii. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$300,000.00
Bodily Injury Liability per Occurrence	\$600,000.00
Property Damage Liability	\$300,000.00

Or

Combined Single Limit	\$1,000,000.00
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- iii. The Board and its employees, agents, and officers shall be named as additional insureds on the general liability policy to the extent of the Board's interests arising from the contract.
- iv. Workers compensation insurance in accordance with Florida Statute 440. and/or maritime law, if applicable.
- v. Certificates of insurance shall be required from and sub-contractors otherwise the Contractor must provide evidence satisfactory to the Board that coverage is afforded to the sub-contractor by the Contractor's insurance policy.
- vi. A contract performance bond and labor and materials payment bond satisfactory to the Board equal to one hundred percent (100%) of the contract amount.
- vii. Architects professional liability (errors and omissions) insurance in a minimum amount of one million dollars (\$1,000,000) shall be required from the design engineers.
- viii. The Contractor shall provide a builders risk insurance policy (all-risk perils including flood) to the Board in the amount of one hundred percent (100%) of the value of the complete building/structure. The Board is to be named as additional insured on the policy.

e. Approval of Contract: All contracts between the Board and contractors shall name the District as a beneficiary of the work to be completed and that the contractor is responsible to and shall hold harmless and indemnify the District for personal injury or property damage arising from acts and omissions of the contractor's employees and agents performing work on the Education Center for or on behalf of the contractor. Each contract with contractors and subcontractors shall include that time is of the essence.

f. Education Center Construction: The Board shall require the contractor to construct the Education Center in substantial compliance with the approved design and construction plans for the Education Center. All construction shall be in conformance with the Florida Building Code, as adopted by the state, pursuant to 9B-3.046, F.A.C. , Florida Statute 468.601 et. seq., and Chapter 61G19-1.001 et. seq. of the Florida Administrative Code, and S.R.E.F. as applicable. The Board shall require that the contractor be responsible for all labor, equipment and materials needed for the Education Center. The Board shall require contractors to maintain the construction site and surrounding Project Lands free from accumulations of waste materials or rubbish. The Board shall also require that upon completion of the Education Center contractors shall remove all waste materials and rubbish and all materials, equipment, supplies and other items that are not incorporated into the Education Facility.

g. Completion Dates: The Board shall cause the Education Center to be completed within eighteen (18) months of execution of this Agreement. However, in the event that any national, state or local emergency which significantly affects the Board's ability to perform, such as hurricanes, tornadoes, floods, acts of God, acts of war, other such catastrophes, or other man-made emergencies beyond the control of the Board such as labor strikes or riots, or for any other reason beyond the control of the Board, then the Board's obligation to cause the Education Center to be completed within aforementioned time frames shall be suspended for the period of time the condition continues to exist. The District agrees that it shall not unreasonably withhold its approval of any extension of time.

h. Correction Of Work: The Board shall require each contractor and subcontractor to correct work not in accordance with the approved construction designs, drawings and plans during construction and within one year after Final Payment. The Board shall also provide in its contracts with each contractor and subcontractor that should the contractor fail to correct work or persistently fails to carry out work under its contract, the District or Board may issue a notice to the contractor to stop work until the work is corrected or to allow the District or the Board to correct the deficiency, deducting the cost thereof from the payment due the contractor.

i. No Agency Relationship: Nothing herein shall be construed to create an agency relationship among any of the parties to this Agreement.

7. COMPENSATION/FUNDING: The District agrees to pay an amount not to exceed \$750,000 for construction of the Education Center. Payment will be made in accordance with the following schedule, subject to the Florida Prompt Payment Act, Part VII of Chapter 218, F.S.:

a) First Installment Payment: After obtaining the District's written approval of the design and construction plans as set forth in paragraph 4.a of this Agreement, the Board shall forward three (3) sealed and certified copies of the approved plans to the District and Board for their files and shall forward an invoice to the District for 25 percent of the budgeted funds for the Education Center. The District shall forward a check to the Board for 25 percent of the District's budget cost for the Education Center.

b) Second Installment Payment: At such time as 50 percent of the construction work for the Education Center has been completed, the Board shall forward an invoice to the District for an additional 50 percent of the remaining budgeted funds for the Education Center. The Board shall provide certification that the construction completed thus far is in compliance with the design and construction plans for the Education Center approved by the District. Upon the District's acceptance of the Board's said certification, the District shall forward a check to the Board for 50 percent of the remaining budget cost of the District.

c) Final Installment Payment: Upon completion and acceptance of the construction of the Education Center by the Board, the Board shall provide three sets of as-built plans for the Education Center to the District. The Board shall provide to the District a

certification that the Education Center has been constructed in substantial compliance with the design and construction plans for the Education Center approved by the District. The Board shall require the contractor to deliver a bond acceptable to the District and the Board indemnifying the District and the Board against any liens arising out of the Education Center. The Board shall forward an invoice to the District for the remaining budget funds for the Education Center. Upon the District's acceptance of the Board's said certification, the District shall forward a check to the Board for the remaining Education Center Monies of the District.

- d) Invoices shall be submitted to the District at the following address:

Accounts Payable Section
Southwest Florida Water Management
Post Office Box 1166
Brooksville, FL 34605-1166

- e) Each Board invoice shall include the following certification, and the Board hereby agrees to delegate authority to its Project manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Agreement For Construction, Operation and Maintenance of the Springs' Coast Environmental Education Center at the Weekiwachee Property between the South West Florida Water Management District and the Board of Public Instruction of Hernando County (SWF Parcel No. 15-773-182X) are allowable, allocable, properly documented, and in accordance with the approved project budget"

8. SCHOOL BOARD RESPONSIBILITIES: In addition to the responsibilities of the Board specified elsewhere in this Agreement, the Board shall be responsible as follows:

a) The Board shall provide a full-time teacher and necessary bus transportation for the Education Program. The Board shall also be responsible for any direct costs related to the Education Program.

b) Prior to the establishment or institution of any educational or research activities at the Education Center which were not included in the Master Plan and Curriculum described above, the Board shall submit plans and specifications of all proposed activities, including the development of a freshwater/natural systems curriculum, to the District for written approval. Upon approval by the District the educational or research activities shall be deemed incorporated into the Master Plan and Curriculum.

c) The Board shall work with the District in developing the Master Plan and curriculum.

d) The Board shall submit to the District annual reports of the Education Program

due by August 15th of each year, reports will include a participant program evaluation, pre and posttest assessment results and the number of students and teachers participating in the program.

e) The Board shall submit to the District a schedule of proposed use of the facilities by June 1st of each year.

f) The Board shall obtain all permits and authorizations that may be necessary to operate, maintain and manage the Education Center.

g) The Board shall connect to the Hernando County Utilities for sewer service within six months of availability. The Board shall be responsible for all fees and costs associated with connecting to Hernando County Utilities when sewer service is made available along CR 550. At the time of connection, the Board shall render the septic system inoperable and remove such system from the property.

h) The Board shall be responsible for the interior and exterior maintenance of the Education Center.

i) The Board shall be responsible for coordinating the use of the Education Center.

j) The Board shall be responsible for maintaining the existing trails on Project Lands, and shall keep Project Lands free of all litter and other refuse.

9. DISTRICT RESPONSIBILITIES:

a) The District shall allow use of the Education Center Lands for the purposes described in this Agreement and the Master Plan and Curriculum and shall contribute up to \$750,000 toward Education Center construction.

b) The District shall coordinate in advance all necessary land management activities such as plans for prescribed burning and land restoration with the Board.

c) The District shall cooperate with the Board in providing District staff as speakers or guides with adequate advance notice.

d) The District shall prepare annual reports of any environmental education activities conducted by the District, including number of visitors to the center.

10. GENERAL USE RESTRICTIONS:

a. This Agreement shall not be deemed to create or vest in the Board any interest or title to the Project Lands or Education Center, other than that specifically provided in this Agreement or in the Master Plan and Curriculum.

b. All vehicular travel within the Education Center Lands shall be done on

roadways and trails.

c. The possession, consumption, or other use of any alcoholic beverage, intoxicant and unlawful drug or substance by anyone within or on the Education Center Lands and the improvements thereon, shall be specifically prohibited.

d. The escape of or discharge of any sewage or effluent into the waters upon, under or from the Education Center Lands shall be prohibited except for those purposes currently permitted in connection with the existing improvements on the Education Center Lands.

e. The possession or use or use of any weapons or firearms on the Education Center Lands shall be prohibited with the exception of law enforcement officials.

f. Hunting, trapping, or the removal, release, or destruction of flora or fauna on the Education Center Lands shall be prohibited. However, control of exotic species may be necessary to preserve the lands in their natural condition.

g. The launching of any motorized watercraft from the Project Lands is prohibited.

h. The number of non-motorized watercraft allowed to be launched and utilized daily, in conjunction with the Master Plan and Curriculum, shall not exceed fifteen (15).

i. No watercraft, other than those associated with the activities approved in the Master Plan and Curriculum, shall be launched from the Education Center Lands.

j. All watercraft shall be launched and retrieved only at those sites identified and approved pursuant to Paragraph 4c.

11. ASSIGNABILITY: No party may assign or transfer its rights or obligations under this Agreement, including any operation or maintenance duties related to the Education Center without the prior written consent of the other party.

12. RIGHT TO INSPECT: The District shall have the right, at any reasonable time, to inspect the Education Center Lands, and the Education Center and the operation and maintenance activities for the Facility to insure compliance with the approved terms and conditions of this Agreement. The right is reserved to the District, its officers, agents, employees and assigns who shall identify themselves and present sufficient identification to the Board or its officers, agents, employees and assigns upon request.

13. LIABILITY: Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents, however, nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

14. EDUCATION CENTER RECORDS AND DOCUMENTS: Each party shall, upon request, permit the other party to examine or audit all Education Center related records and documents during or following completion of the Education Center. Each party shall maintain all such records and documents for at least three (3) years following completion of the Education Center. All records and documents generated or received by either party in relation to the Education Center are subject to the Public Records Act in Chapter 119, Florida Statutes.

15. OWNERSHIP OF DOCUMENTS AND MATERIALS: All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with District funds or developed in connection with this Agreement shall be and remain the property of the District. Copies of all documents may be retained by the Board for its own records and the Board shall be entitled to utilize the same.

16. WORKS OF THE DISTRICT: The parties hereto expressly acknowledge and agree that the District reserves the right to operate, use and maintain the Education Center Lands and the improvements thereon for the primary purposes of water management and/or water supply, which rights are paramount and superior to the uses authorized by this Agreement, and the parties hereto recognized that said uses are subordinate thereto.

17. TAXES/ASSESSMENTS: If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the lands of the Education Center as described pursuant to the whereas clauses and condition precedents and the improvements thereon based on the Board's use thereof during the term of this Agreement, the Board shall pay said taxes within thirty (30) days after receiving written notice thereof from the District. In the event the Board fails to pay all said taxes assessed or levied on the facility or appurtenances thereto within thirty (30) days after receiving written notice thereof from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including reasonable attorney's fees. Failure of the Board to pay said taxes shall constitute a material breach of this Agreement.

18. DISTRICT RECOGNITION: The Board shall recognize District and Basin Board funding in any reports, curriculum, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval. The Board shall provide signage at the Facility that recognizes funding for the Education Center provided by the District and Basin Boards. All signs must meet District approval as to form, content and location, and must be in accordance with local ordinances.

19. TERM: The initial term of this Agreement shall commence upon the execution by all parties and shall terminate on December 31, 2012.

20. RENEWAL TERM: Upon the expiration of the initial term of this Agreement, the Board and the District may renew this Agreement for additional incremental periods of ten

(10) years up to a maximum of fifty years upon terms and conditions set forth by the District at each ten-year renewal term. In the event the Board does not accept the terms and conditions for each renewal period set forth by the District prior to the expiration of this Agreement or any renewal term, this Agreement shall expire automatically and the District shall have the right to possession of the environmental education center.

21. TERMINATION: Any of the parties may terminate this Agreement upon another party's failure to fully comply with the terms and conditions of this Agreement. The party considering termination shall provide the other party with a written "Notice of Termination" stating its intent to terminate and describing those terms and conditions with which the other party has failed to comply. If the party failing to comply has not remedied its failure within thirty (30) days after receiving notice of termination, this Agreement shall terminate.

22. RELEASE OF INFORMATION: The parties shall not initiate any verbal or written media interviews or issue press releases on or about the Education Center without providing advance copies to the other party. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

23. TIME OF THE ESSENCE: Time limits stated in this Agreement and in the Master Plan and Curriculum are of the essence of the Agreement. Time limits may be extended by Change Order where delay is beyond the control of the contractor, or subcontractor, or a delay is due to a change order.

The Remainder of this Page is Intentionally Left blank

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signature below.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Quinn M Brass
Witness

By: E. D. Vergara 5-31-02
E. D. Vergara, Executive Director/Date

Federal ID # 59-0965067

Joan Riccardelli
Witness

Dr. Terry Leone
Superintendent

Board of Public Instruction of
Hernando County, Florida
By: John C. Drayton
Chairperson Date

Federal ID # _____

4/2/02

APPROVED BY: SB 5th Gov. Bid. 4-02
ATTORNEY: Kal
MANAGER: CEK 4-3-02
DIRECTOR: W 4-2-02
DEPUTY EXEC. DIR: J 4-16-02
CONTRACTS: L 05/23/02

Exhibit "A"

"Exhibit "A"
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Coastal Rivers Basin
Weekiwachee Riverine System

SWF Parcel No. 15-773-182X

April 15, 2002

Those portions of Government Lots 3 and 4 of Section 2, and Government Lot 1 of Section 3, all being in Township 23 South, Range 17 East, Hernando County, Florida, more particularly described as follows:

Commence at the Northeast corner of the aforementioned Government Lot 4, thence South 02°13'05" West, 1238.09 feet along the East line of Government Lot 4 to a point on the Southerly right-of-way line of County Road No.550, and the **POINT OF BEGINNING**:

Thence along said Southerly right-of-way line North 89°42'58" West, 184.39 feet to the beginning non-tangent curve concave to the Northeast having a radius of 931.47 feet;

Thence Westerly along said right-of-way line and the arc of said curve a distance of 826.69 feet (chord bearing North 64°06'34" West, chord distance 799.82 feet) to the end of said curve;

Thence leaving said right-of-way South 48°55'51" West, 386 feet more or less to the Weekiwachee River;

Thence Easterly along the sinuosities of the Weekiwachee River to a point bearing South 00°17'02" West, 291 feet more or less from a point on said Southerly right-of-way line;

Thence North 00°17'02" West to said point;

Thence along said Southerly right-of-way line, North 89°42'58" West, 1147.08 feet to the **POINT OF BEGINNING**.

Parcel 15-773-182X contains 22.74 acres, more or less.

SWF Parcel No. 15-773-182X

FIRST AMENDMENT TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY FOR
CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER
AT THE WEEKIWACHEE PROPERTY

This FIRST AMENDMENT entered into and effective the 7 day of September 2004, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and on behalf of the Coastal Rivers Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as "the District," and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY a public corporation of the State of Florida, hereinafter referred to as "the School Board".

WITNESSETH:

WHEREAS, the District, and the School Board entered into an Agreement dated May 31, 2002, for the construction, operation, and maintenance of the Springs Coast Environmental Education Center hereinafter referred to as the "Education Center", and

WHEREAS, the District agreed to fund the construction of the Education Center, up to a maximum of \$750,000, and

WHEREAS, the construction of the Education Center was delayed do to zoning and permitting issues associated with the City of Weeki Wachee, and

WHEREAS, these delays resulted in increased material costs, and

WHEREAS, the parties hereto wish to amend the Agreement to provide additional District financial assistance for the Education Center, and

WHEREAS, the parties hereto wish to amend the Agreement to modify the payment draw schedule contained in the Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the original Agreement, dated May 31, 2002, as follows:

1. Paragraph 7. COMPENSATION/FUNDING is hereby amended to increase Education Center funding by replacing the first sentence in its entirety as follows: The District agrees to pay an amount not to exceed \$780,000 for construction of the Education Center.
2. Paragraphs 7b and 7c are hereby replaced in their entireties with the following language:

For satisfactory completion of the Education Center, the District agrees to pay the School Board an amount not to exceed Seven Hundred Eighty Thousand Dollars (\$780,000). Payment will be made to the School Board based on percentage of completion and the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a

properly documented invoice and progress report showing the percentage of work completed pursuant to the Schedule of Values attached as Exhibit "A" and incorporated herein by reference.

3. Paragraph 7d is hereby replaced in its entirety with the following language:

Invoices shall be submitted monthly to the District at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

4. The terms, covenants and conditions set forth in the original Agreement, dated May 31, 2002, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Deanna M. Brass
Witness

Carolyn L. Stant
Witness

By: David L. Moore
David L. Moore, Executive Director

BOARD of PUBLIC INSTRUCTION
of HERNANDO COUNTY, FLORIDA

Dr. Wendy L. Leone
Superintendent

By: Sandra Nicholson
Chairperson

APPROVED BY:	INITIALS	DATE
ATTORNEY	SAL	5/27/04
MANAGER	CEK	5/27/04
DIRECTOR	JRP	6/9/04
DEPUTY EXEC DIR	BSW	6-9-4

Spring Coast Environmental
Education Center

6/17/2004

Exhibit "A"

Exhibit "A"

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
EEK OF	4/5-4/9	4/12-4/16	4/19-4/23	4/26-4/30	5/3-5/7	5/10-5/14	5/17-5/21	5/24-5/28	5/31-6/4	6/7-6/11	6/14-6/18	6/21-6/25	6/28-7/2	7/5-7/9
Mobilization	\$ 30,000.00													
Site Work		\$ 91,623.60												
Plumbing														
Concrete			\$ 15,398.00										\$ 9,000.00	
Masonry				\$ 56,835.00										
Electrical					\$ 60,000.00									
Trusses/Framing						\$ 59,000.00					\$ 32,700.00	\$ 42,500.00		
Insulation														
Roofing														
Exterior														
Mechanical														
Doors														
Frames														
Door Hardware														
Windows												\$ 16,000.00		
Ceiling														
Flooring														
Painting														
Fire Alarm														
Ceramic Tile														
Cabinetry														
Interior Compartments														
Partitions														
Eggs														
Blinds														
Toilet Accessories														
Siding													\$ 9,000.00	
Fence														
Shutters														
Protection Screen														

Renditions

Spring Coast Environmental
Education Center

5/17/2004

Exhibit "A"

	15	16	17	18	19	20	21	20	21	22	23	24
TEK OF	7/12-7/16	7/19-7/23	7/26-7/30	8/2-8/6	8/9-8/13	8/16-8/20	8/23-8/27	8/30-9/3	9/6-9/10	9/13-9/17	9/20-9/24	9/27-10/1
Mobilization												
Site Work												
Plumbing												
Concrete												
Masonry												
Electrical												
Trusses/Framing												
Insulation	\$ 7,000.00											
Roofing	\$ 40,772.50											
Drywall			\$ 2,500.00									
Mechanical				\$ 89,200.00								
Doors				\$ 9,592.00								
Frames				\$ 3,900.00								
Door Hardware				\$ 12,000.00								
Windows				\$ 7,000.00								
Ceiling												
Flooring						\$ 8,600.00						
Painting												
Fire Alarm							\$ 9,000.00					
Ceramic Tile							\$ 12,600.00					
Cabinetry								\$ 5,000.00				
at Compartments								\$ 4,500.00				
Blinds												
Blinds		\$ 2,500.00										
Hotel Accessories	\$ 2,000.00											
Siding												
Fence												
Shutters							\$ 1,100.00		\$ 3,000.00			
Projections Screen										\$ 2,000.00		

Renditions

SWF Parcel No. 15-773-182X

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT AND THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO
COUNTY FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE SPRINGS
COAST ENVIRONMENTAL EDUCATION CENTER AT THE WEEKIWACHEE PROPERTY**

This SECOND AMENDMENT entered into and effective the 12 day of September, 2005, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and in behalf of the Coastal Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as the "District" and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, a public corporation of the State of Florida, hereinafter referred to as the "School Board".

WITNESSETH:

WHEREAS, the District and the School Board entered into an Agreement dated May 31, 2002, for the construction, operation, and maintenance of the Springs Coast Environmental Education Center hereinafter referred to as the "Education Center"; and

WHEREAS, the District and the School Board entered into a First Amendment to the Agreement on September 7, 2004; and

WHEREAS, the District and the School Board desire to clarify the School Board's utilization of the facilities; and

WHEREAS, the parties hereto wish to amend the Agreement to provide such clarification.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the original Agreement, dated May 31, 2002, as amended on September 7, 2004, as follows:

1. The School Board shall utilize the property for field trip purposes for Hernando County School District students utilizing the classrooms, grounds, docks and other facilities for the provision of environmental education to students in Hernando County,
2. The terms, covenants and conditions set forth in the original Agreement, dated May 31, 2002, as amended on September 7, 2004, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Dianna M. Bras
Witness:

By: David L. Moore 9-12-05
David L. Moore, Executive Director

Mary F. Sessler
Witness:

BOARD OF PUBLIC INSTRUCTION
OF HERNANDO COUNTY, FLORIDA

Wendy L. Tellone
Wendy L. Tellone, Superintendent

By: Robert Wiggins
Robert Wiggins, Chairman

Approved by:
Paul Carland
General Counsel
8/1/05

2

APPROVED BY: Kamille 6/15/05
ATTORNEY: [Signature] 7-2-05
MANAGER: [Signature] 7-2-05
DIRECTOR: [Signature] 7-2-05
DEPUTY EXEC. DIR: [Signature] 7-2-05

15-773-182X-Coastal-Sp Coast Ed Cntr-Amend 3

SWF Parcel No 15-773-182X

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT AND THE BOARD OF PUBLIC INSTRUCTION OF
HERNANDO COUNTY, FLORIDA, FOR CONSTRUCTION, OPERATION AND
MAINTENANCE OF THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER AT
THE WEEKIWACHEE PROPERTY**

This THIRD AMENDMENT entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and in behalf of the Coastal Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as the "DISTRICT" and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, a public corporation of the State of Florida, hereinafter referred to as the "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the DISTRICT and the SCHOOL BOARD entered into an Agreement dated May 31, 2002, hereinafter referred to as the "AGREEMENT", for the construction, operation and maintenance of the Springs Coast Environmental Education Center, hereinafter referred to as the "EDUCATION CENTER"; and

WHEREAS, the DISTRICT and the SCHOOL BOARD desire to construct an observation deck at the EDUCATION CENTER; and

WHEREAS, the DISTRICT agreed to provide \$75,000 for the construction of the observation deck to be paid in a lump sum upon completion of construction; and

WHEREAS, the SCHOOL BOARD agreed to oversee the design, permitting and construction of the observation deck and provide all funding in excess of \$75,000; and

WHEREAS, the joint cooperation between the DISTRICT and the SCHOOL BOARD is in the best interest of the public.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the AGREEMENT, and subsequent amendments, as follows:

1. **Term:** This THIRD AMENDMENT will be effective from the date of its execution by the last of the parties (the "Effective Date"), and will thereafter be in force in accordance with the terms of the AGREEMENT.
2. **Scope of Work:** The SCHOOL BOARD will develop a site plan for the construction of the observation deck to be approved in writing by the DISTRICT. The SCHOOL BOARD will arrange for and furnish all services necessary and required to accomplish and complete the observation deck, in accordance with the terms of the AGREEMENT, as stated in Section 6 "Scope of Work", except:
 - a. The SCHOOL BOARD will complete construction and make request for payment to the DISTRICT no later than January 31, 2008, unless such deadline is extended in writing by authorized representatives of each party.

SWF Parcel No 15-773-182X

- b. Upon completion of the construction of the observation deck, the SCHOOL BOARD will certify in writing to the DISTRICT that the project is fully completed and in compliance with all permit conditions that may apply.
- c. The SCHOOL BOARD will submit to the District an invoice and certification of expenses for an amount not to exceed \$75,000 once the DISTRICT has verified, in writing, to the SCHOOL BOARD that the construction of the observation deck has been completed to the District's satisfaction and in accordance with the approved site plan.
3. **Terms and Conditions:** The DISTRICT and the SCHOOL BOARD acknowledge that all other terms and conditions of the AGREEMENT, and subsequent amendments, not modified herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this THIRD AMENDMENT to the AGREEMENT on the day and year set forth next to their signature below:

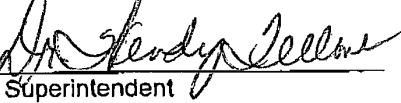
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: 
David L. Moore, Executive Director

Witness: 

Date: 3-20-07

BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA

By: 
Superintendent

By: 
Chairperson

Date: 10-17-06

Reviewed as to form and legal sufficiency

By: 
School Board Attorney

APPROVED BY:	INITIALS	DATE
ATTORNEY	<u>LM</u>	<u>8/17/06</u>
MANAGER	<u>LM</u>	<u>2/21/07</u>
DIRECTOR	<u>LM</u>	<u>2 March 07</u>
DEPUTY EXEC DIR	<u>BL</u>	<u>7-13-7</u>

SWF Parcel Number 15-773-182X

**FOURTH AMENDMENT TO
OPERATION AND MAINTENANCE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
FOR THE
SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER**

This Agreement, effective as of December 31, 2012, is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida, 34604-6899, hereinafter referred to as the "District", and the Board of Public Instruction of Hernando County, a public corporation of the State of Florida, having an address of 919 North Broad Street, Brooksville, Florida 34601, hereinafter referred to as the "Board."

WITNESSETH:

WHEREAS, the Springs Coast Environmental Education Center, the "Education Center", is located on property owned by the District known as the Weekiwachee Preserve and was constructed and is operated and maintained by the Board to provide students of Hernando County the opportunity to learn about the water resources of the Weekiwachee River Basin and to experience environmental education in an outdoor setting; and

WHEREAS, the District and the Board entered into an Agreement dated May 31, 2002, attached hereto as Exhibit "A", the "May 31, 2002 Agreement", for the construction, operation and maintenance of the Education Center, which expired on December 31, 2012; and

WHEREAS, the Parties desire to enter into a new Agreement, incorporating the terms and conditions of the May 31, 2002 Agreement, and replace certain terms and conditions of the May 31, 2002 Agreement with new terms and conditions.

NOW THEREFORE, the District and the Board, in consideration of the mutual terms, covenants and conditions set forth herein, mutually agree as follows:

1. Except as otherwise provided herein, the terms, covenants and conditions of the May 31, 2002 Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties hereto.

2. Paragraph 5 of the May 31, 2002 Agreement, EDUCATION CENTER MANAGER AND NOTICES, is amended as follows:

Project Manager for the District: Land Management Section Manager
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Project Manager for the Board: Director of Facilities
Hernando County Schools
8016 Mobley Road
Brooksville, Florida 34601

3. Paragraph 6.d. of the May 31, 2002 Agreement, SCOPE OF WORK: Insurance, is replaced with the following:

d. INSURANCE REQUIREMENT. The Board is a public corporation of the State of Florida. It may be fully insured or self-insured for liability coverage. The Board agrees to maintain in force during the entire term of the Agreement, general liability and vehicle liability coverage and workers' compensation in accordance with Chapter 440, F.S. However, nothing herein shall be construed to extend the School Board's liability beyond that provided in Section 768.28, F.S.

1. The Board agrees to provide documentation to the District from its insurance carrier, or on Board letterhead, that the above insurance is in effect for the full term of the Agreement.

2 The Board agrees to provide the District with thirty (30) days prior written notice of any material change, cancellation or claim that would affect the required coverage.

3. Certificates of insurance verifying general liability, vehicle liability and workers' compensation and any other line of coverage specifically relevant to the Agreement are required from any contractor or subcontractor who performs services for the Board pursuant to this Agreement.

4. Paragraph 8 of the May 31, 2002 Agreement, SCHOOL BOARD RESPONSIBILITIES, is amended to delete the following:

c) The District shall cooperate with the Board in providing District staff as speakers or guides with adequate advance notice.

- d) The District shall prepare annual reports of any environmental education activities conducted by the District, including number of students/visitors to the center.
5. Paragraph 8 of the May 31, 2002 Agreement is further amended to add the following:
- (i) The District's Governing Board, at its sole discretion, reserves the right to rename the Education Center. The Board will not be responsible for any costs that may result from the District's decision to rename the Education Center. The District may consult with the Board regarding any proposed name change prior to obtaining the approval of the District's Governing Board.
6. Paragraph 10(e) of the May 31, 2002 Agreement, GENERAL USE RESTRICTIONS, is replaced with the following:
- e) The possession or use of any weapons or firearms on the Education Center Lands shall be in accordance with Chapter 790, F.S.
7. Paragraph 10(h) of the May 31, 2002 Agreement, GENERAL USE RESTRICTIONS, is replaced with the following:
- h) The number of non-motorized watercraft allowed to be launched and utilized daily, in conjunction with the Master Plan and Curriculum, shall not exceed twenty-five (25).
8. Paragraph 13. Liability: is replaced with the following:
- Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, agents, or anyone for whose acts or omissions either party may be liable as a result of its performance under this Agreement. Nothing contained herein shall constitute a waiver of either party's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under 768.28, F.S. This provision shall survive the termination of this Agreement.
9. Paragraphs 19 of the May 31, 2012 Agreement, TERM, is replaced with the following:
- The term of this Agreement as depicted in Exhibit "A" attached hereto and incorporated herein by reference will be for a period of ten (10) years from the date of its execution by the last of the parties. The District and the Board will have the option to extend this Agreement for three successive ten (10) year

term(s) subject to the terms and conditions contained herein, and provided that the Board is not in default hereunder. If the Board elects to exercise an option for a renewal term, then the Board will provide written notice to the District of its intent at least one (1) year prior to the termination of the initial term or then current renewal term. The renewal will be in writing in the form of a formal amendment to this Agreement and executed by the District and the Board. In the event that the Board does not accept the terms and conditions for each renewal period set forth by the District prior to the expiration of this Agreement or any renewal term, this Agreement shall expire automatically and the District will have the right to possession of the Education Center.

10. Paragraph 20 of the May 31, 2002 Agreement is deleted and replaced by Paragraph 19 and all subsequent remaining paragraphs are renumbered chronologically.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signature below.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: 

Blake C. Guillory, Executive Director

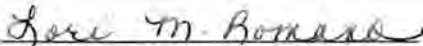
Federal ID # 59-0965067

BOARD OF PUBLIC INSTRUCTION OF
HERNANDO COUNTY, FLORIDA
(Hernando County School Board)

By: 

Matthew A. Foreman
Board Chairperson

Federal ID # 59-6000647


Lori M. Romano, Ph.D.
Superintendent of Schools

APPROVED BY:	INITIALS	DATE
Attorney	CNF	2/28/13
Manager		
Bureau Chief	NA	
Division Director	MLH	8/1/13
General Counsel	NA	
Assistant Exe Dir	NA	

Exhibit "A"

This instrument prepared by:
Southwest Florida Water
Management District
2379 Broad Street
Brooksville, FL 34604-6899

SWF Parcel No. 15-773-182X

**AGREEMENT FOR
CONSTRUCTION, OPERATION AND MAINTENANCE
OF THE
SPRINGS' COAST ENVIRONMENTAL EDUCATION CENTER
AT THE WEEKIWACHEE PROPERTY**

This Agreement is made and entered into this 31st day of May 2002 by and between the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, for itself and on behalf of the COASTAL RIVER BASIN BOARD, hereinafter referred to as "the District", and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, a public corporation of the State of Florida, hereinafter referred to as the "Board."

WITNESSETH:

Whereas, the District owns certain real property located in Hernando County, Florida, known as the Weekiwachee Property; and

Whereas, the District and Board have selected a location on the Weekiwachee Property to construct an environmental education center; and

Whereas, the District and the Board desire to combine their resources and efforts to construct, operate and maintain an environmental education facility on the Weekiwachee Property, hereinafter referred to as the "Education Center"; and

Whereas, the Board represents that they possess the requisite skills, knowledge, expertise and resources and do agree to provide the desired services to the District; and

Whereas, the District has agreed to provide the Board with up to \$750,000 to construct the necessary building; and

Whereas, joint cooperation between the District and the Board is in the best interest of the public.

Now, therefore, the District and the Board, in consideration of the mutual terms, covenants and conditions set forth herein, hereby mutually agree as follow:

1. EDUCATION CENTER: Upon satisfaction of all conditions precedent as set forth in paragraph 4 below, the Board, and upon notice to proceed from the District, shall construct

Exhibit "A"

a building (the "Education Center"), on a site to be agreed upon pursuant to paragraph 4a below, within the Weekiwachee Property described in Exhibit "A" attached hereto and made a part hereof (the "Education Center Lands").

2. EDUCATION CENTER COSTS: The District shall pay up to \$750,000.00 for the construction of the Education Center (the "Education Center monies"). Disbursements of the Education Center Monies shall be made in accordance with paragraph 7 below.

3. USE AND OWNERSHIP: Upon execution of this Agreement, occurrence of all conditions precedent, and completed construction of the Education Center, the Board shall use the facilities to provide environmental educational training with emphasis on the wisdom of protecting, conserving and preserving natural and freshwater systems. The District shall be allowed to use the meeting room in the Facility at no charge based upon the availability of the meeting room and the District reserving the room from the Board in advance.

4. CONDITIONS PRECEDENT: Within nine (9) months of the effective date of this Agreement the Board and the District agree that the activities set forth below shall be completed. Should any activity not be so completed, the District and the Board may mutually agree to amend this Agreement to extend the time for completion, or either party may terminate this Agreement pursuant to Paragraph 21.

- a. Mutual agreement on the site within the Education Center Lands for construction of the Education Center;
- b. Survey of the construction site and preparation of the legal description;
- c. Approval of drawings, specifications and complete construction plans by the District for the Education Center and other related amenities to be constructed on Project Lands;
- d. Establishment of an Environmental Center Advisory Council that shall oversee the development of the Master Plan and Curricula. A representative from the District will be included on the council.
- e. Master Plan and Curriculum to include:
 - i. Education Plan and Curriculum focusing on water resources and wetlands ("Education Program");
 - ii. Education Center task deadlines;
 - iii. Line item Education Center budget;
 - iv. Any other items mutually agreeable to each party to be incorporated into the Master Plan and Curriculum.

5. PROJECT MANAGER AND NOTICES: Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with Education Center coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the parties' Project Manager by U.S. mail, postage paid, or by nationally recognized overnight delivery service, to the parties' addresses as follows:

Exhibit "A"

Project Manager for the District: Will Miller
Senior Land Use Specialist
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Project Manager for the Board: Graydon Howe,
Director of Plant Operations
Hernando County Schools
919 North Broad Street
Brooksville, Florida 34601

a. The District's Project Manager is hereby authorized to approve requests to extend an Education Center task deadline set forth in the Master Plan curriculum. Such approval shall be in writing, shall explain the reason for the extension and shall be signed by the Project Manager and his/her Department Director. The District's Project Manager is not authorized to approve any time extension that will result in an increased cost to the District or any time extension which will likely delay the final Education Center task deadline.

b. The District's Project Manager is authorized to adjust a line item amount of the Education Center budget set forth in the master/plan curriculum, if such adjustment does not exceed ten percent (10%) of the line item amount, aggregate adjustments are less than \$10,000, and such adjustment does not result in an increase in the total Education Center cost to be paid by the District. Such approval shall be in writing, shall explain the reason for adjustment, and shall be signed by the Education Center Manager and his/her Department Director and their Deputy Executive Director. The District's Education Center Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed set forth in the compensation section of this Agreement.

6. SCOPE OF WORK: The Board shall arrange for and or furnish all services necessary and required to accomplish and complete the Education Center and in accordance with the proposed Education Center plan set forth in the Master Plan and Curriculum.

a. Board Acts as Education Center Administrator: The District and the Board herein agree that the Board shall act as administrator for the design and construction of the Education Center in exchange for the use by the Board of the Education Center for the activities specified in the Master Plan and Curriculum, as may be amended from time to time. The Board shall make reasonable efforts to ensure the development of an energy-efficient design and construction plans. The District shall have sixty (60) days to review each set of drawings, design specifications, and construction plans and to provide the Board with written approval of same. In the event that the District objects within the sixty (60) day period, the Board shall as soon as practical submit a modified set that satisfies the District's objection. After obtaining the District's written approval of the design and

Exhibit "A"

construction plans, the Board shall forward three (3) signed and sealed copies of the approved plans to the District for its files. The District's approval of the design and construction plans does not constitute a representation or warranty that the District has verified the architectural, engineering, mechanical, electrical, or other components of the design and construction plans, or that such documents are in compliance with District rules and regulations or any other applicable rules, regulations, or laws.

b. Permits: Upon the District's notice to proceed with construction of the Education Center, the Administrator shall ensure that all necessary permits, approvals, and licenses are obtained from all appropriate agencies prior to construction of the Education Center. If the Education Center requires any District permit, the District is a co-applicant, and the Florida Department of Environmental Protection shall be the permitting agency.

c. Selection of Contractors: The Board shall be responsible for the selection of and contracting with, any and all contractors needed to accomplish the work set forth in the approved design and construction plans. If required by law and the Purchasing Ordinance of the Board of Public Instruction of Hernando County, the Board shall select the contractors by the competitive bid process. The District, at the request of the Board shall assist in evaluating prospective contractors for the purposes of carrying out the requirements of this Agreement. The Board shall submit the name of each of the contractors it desires to select.

d. Insurance: The Board shall require each contractor to maintain during the term of this agreement, insurance in the following kinds and amounts or limits with a company or companies, authorized to do business in the State of Florida and shall not commence work under the agreement until the District has received an acceptable certificate or certificates of insurance identifying the Board as certificate holder showing evidence of such coverage:

- i. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Minimum Limits-	\$500,000.00 per occurrence
	\$1,000,000.00 in the aggregate

- ii. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$300,000.00
Bodily Injury Liability per Occurrence	\$600,000.00
Property Damage Liability	\$300,000.00

Or

Combined Single Limit	\$1,000,000.00
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Exhibit "A"

- iii. The Board and its employees, agents, and officers shall be named as additional insureds on the general liability policy to the extent of the Board's interests arising from the contract.
- iv. Workers compensation insurance in accordance with Florida Statute 440. and/or maritime law, if applicable.
- v. Certificates of insurance shall be required from and sub-contractors otherwise the Contractor must provide evidence satisfactory to the Board that coverage is afforded to the sub-contractor by the Contractor's insurance policy.
- vi. A contract performance bond and labor and materials payment bond satisfactory to the Board equal to one hundred percent (100%) of the contract amount.
- vii. Architects professional liability (errors and omissions) insurance in a minimum amount of one million dollars (\$1,000,000) shall be required from the design engineers.
- viii. The Contractor shall provide a builders risk insurance policy (all-risk perils including flood) to the Board in the amount of one hundred percent (100%) of the value of the complete building/structure. The Board is to be named as additional insured on the policy.

e. Approval of Contract: All contracts between the Board and contractors shall name the District as a beneficiary of the work to be completed and that the contractor is responsible to and shall hold harmless and indemnify the District for personal injury or property damage arising from acts and omissions of the contractor's employees and agents performing work on the Education Center for or on behalf of the contractor. Each contract with contractors and subcontractors shall include that time is of the essence.

f. Education Center Construction: The Board shall require the contractor to construct the Education Center in substantial compliance with the approved design and construction plans for the Education Center. All construction shall be in conformance with the Florida Building Code, as adopted by the state, pursuant to 9B-3.046, F.A.C. , Florida Statute 468.601 et. seq., and Chapter 61G19-1.001 et. seq. of the Florida Administrative Code, and S.R.E.F. as applicable. The Board shall require that the contractor be responsible for all labor, equipment and materials needed for the Education Center. The Board shall require contractors to maintain the construction site and surrounding Project Lands free from accumulations of waste materials or rubbish. The Board shall also require that upon completion of the Education Center contractors shall remove all waste materials and rubbish and all materials, equipment, supplies and other items that are not incorporated into the Education Facility.

Exhibit "A"

g. Completion Dates: The Board shall cause the Education Center to be completed within eighteen (18) months of execution of this Agreement. However, in the event that any national, state or local emergency which significantly affects the Board's ability to perform, such as hurricanes, tornadoes, floods, acts of God, acts of war, other such catastrophes, or other man-made emergencies beyond the control of the Board such as labor strikes or riots, or for any other reason beyond the control of the Board, then the Board's obligation to cause the Education Center to be completed within aforementioned time frames shall be suspended for the period of time the condition continues to exist. The District agrees that it shall not unreasonably withhold its approval of any extension of time.

h. Correction Of Work: The Board shall require each contractor and subcontractor to correct work not in accordance with the approved construction designs, drawings and plans during construction and within one year after Final Payment. The Board shall also provide in its contracts with each contractor and subcontractor that should the contractor fail to correct work or persistently fails to carry out work under its contract, the District or Board may issue a notice to the contractor to stop work until the work is corrected or to allow the District or the Board to correct the deficiency, deducting the cost thereof from the payment due the contractor.

i. No Agency Relationship: Nothing herein shall be construed to create an agency relationship among any of the parties to this Agreement.

7. COMPENSATION/FUNDING: The District agrees to pay an amount not to exceed \$750,000 for construction of the Education Center. Payment will be made in accordance with the following schedule, subject to the Florida Prompt Payment Act, Part VII of Chapter 218, F.S.:

a) First Installment Payment: After obtaining the District's written approval of the design and construction plans as set forth in paragraph 4.a of this Agreement, the Board shall forward three (3) sealed and certified copies of the approved plans to the District and Board for their files and shall forward an invoice to the District for 25 percent of the budgeted funds for the Education Center. The District shall forward a check to the Board for 25 percent of the District's budget cost for the Education Center.

b) Second Installment Payment: At such time as 50 percent of the construction work for the Education Center has been completed, the Board shall forward an invoice to the District for an additional 50 percent of the remaining budgeted funds for the Education Center. The Board shall provide certification that the construction completed thus far is in compliance with the design and construction plans for the Education Center approved by the District. Upon the District's acceptance of the Board's said certification, the District shall forward a check to the Board for 50 percent of the remaining budget cost of the District.

c) Final Installment Payment: Upon completion and acceptance of the construction of the Education Center by the Board, the Board shall provide three sets of as-built plans for the Education Center to the District. The Board shall provide to the District a

Exhibit "A"

certification that the Education Center has been constructed in substantial compliance with the design and construction plans for the Education Center approved by the District. The Board shall require the contractor to deliver a bond acceptable to the District and the Board indemnifying the District and the Board against any liens arising out of the Education Center. The Board shall forward an invoice to the District for the remaining budget funds for the Education Center. Upon the District's acceptance of the Board's said certification, the District shall forward a check to the Board for the remaining Education Center Monies of the District.

- d) Invoices shall be submitted to the District at the following address:

Accounts Payable Section
Southwest Florida Water Management
Post Office Box 1166
Brooksville, FL 34605-1166

- e) Each Board invoice shall include the following certification, and the Board hereby agrees to delegate authority to its Project manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Agreement For Construction, Operation and Maintenance of the Springs' Coast Environmental Education Center at the Weekiwachee Property between the South West Florida Water Management District and the Board of Public Instruction of Hernando County (SWF Parcel No. 15-773-182X) are allowable, allocable, properly documented, and in accordance with the approved project budget"

8. SCHOOL BOARD RESPONSIBILITIES: In addition to the responsibilities of the Board specified elsewhere in this Agreement, the Board shall be responsible as follows:

- a) The Board shall provide a full-time teacher and necessary bus transportation for the Education Program. The Board shall also be responsible for any direct costs related to the Education Program.
- b) Prior to the establishment or institution of any educational or research activities at the Education Center which were not included in the Master Plan and Curriculum described above, the Board shall submit plans and specifications of all proposed activities, including the development of a freshwater/natural systems curriculum, to the District for written approval. Upon approval by the District the educational or research activities shall be deemed incorporated into the Master Plan and Curriculum.
- c) The Board shall work with the District in developing the Master Plan and curriculum.
- d) The Board shall submit to the District annual reports of the Education Program

Exhibit "A"

Exhibit "A"

due by August 15th of each year, reports will include a participant program evaluation, pre and posttest assessment results and the number of students and teachers participating in the program.

e) The Board shall submit to the District a schedule of proposed use of the facilities by June 1st of each year.

f) The Board shall obtain all permits and authorizations that may be necessary to operate, maintain and manage the Education Center.

g) The Board shall connect to the Hernando County Utilities for sewer service within six months of availability. The Board shall be responsible for all fees and costs associated with connecting to Hernando County Utilities when sewer service is made available along CR 550. At the time of connection, the Board shall render the septic system inoperable and remove such system from the property.

h) The Board shall be responsible for the interior and exterior maintenance of the Education Center.

i) The Board shall be responsible for coordinating the use of the Education Center,

j) The Board shall be responsible for maintaining the existing trails on Project Lands, and shall keep Project Lands free of all litter and other refuse.

9. DISTRICT RESPONSIBILITIES:

a) The District shall allow use of the Education Center Lands for the purposes described in this Agreement and the Master Plan and Curriculum and shall contribute up to \$750,000 toward Education Center construction.

b) The District shall coordinate in advance all necessary land management activities such as plans for prescribed burning and land restoration with the Board.

c) The District shall cooperate with the Board in providing District staff as speakers or guides with adequate advance notice.

d) The District shall prepare annual reports of any environmental education activities conducted by the District, including number of visitors to the center.

10. GENERAL USE RESTRICTIONS:

a. This Agreement shall not be deemed to create or vest in the Board any interest or title to the Project Lands or Education Center, other than that specifically provided in this Agreement or in the Master Plan and Curriculum.

b. All vehicular travel within the Education Center Lands shall be done on

Exhibit "A"

Exhibit "A"

roadways and trails:

c. The possession, consumption, or other use of any alcoholic beverage, intoxicant and unlawful drug or substance by anyone within or on the Education Center Lands and the improvements thereon, shall be specifically prohibited.

d. The escape of or discharge of any sewage or effluent into the waters upon, under or from the Education Center Lands shall be prohibited except for those purposes currently permitted in connection with the existing improvements on the Education Center Lands.

e. The possession or use or use of any weapons or firearms on the Education Center Lands shall be prohibited with the exception of law enforcement officials.

f. Hunting, trapping, or the removal, release, or destruction of flora or fauna on the Education Center Lands shall be prohibited. However, control of exotic species may be necessary to preserve the lands in their natural condition.

g. The launching of any motorized watercraft from the Project Lands is prohibited.

h. The number of non-motorized watercraft allowed to be launched and utilized daily, in conjunction with the Master Plan and Curriculum, shall not exceed fifteen (15).

i. No watercraft, other than those associated with the activities approved in the Master Plan and Curriculum, shall be launched from the Education Center Lands.

j. All watercraft shall be launched and retrieved only at those sites identified and approved pursuant to Paragraph 4c.

11. ASSIGNABILITY: No party may assign or transfer its rights or obligations under this Agreement, including any operation or maintenance duties related to the Education Center without the prior written consent of the other party.

12. RIGHT TO INSPECT: The District shall have the right, at any reasonable time, to inspect the Education Center Lands, and the Education Center and the operation and maintenance activities for the Facility to insure compliance with the approved terms and conditions of this Agreement. The right is reserved to the District, its officers, agents, employees and assigns who shall identify themselves and present sufficient identification to the Board or its officers, agents, employees and assigns upon request.

13. LIABILITY: Each party hereto agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents, however, nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

Exhibit "A"

14. EDUCATION CENTER RECORDS AND DOCUMENTS: Each party shall, upon request, permit the other party to examine or audit all Education Center related records and documents during or following completion of the Education Center. Each party shall maintain all such records and documents for at least three (3) years following completion of the Education Center. All records and documents generated or received by either party in relation to the Education Center are subject to the Public Records Act in Chapter 119, Florida Statutes.

15. OWNERSHIP OF DOCUMENTS AND MATERIALS: All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with District funds or developed in connection with this Agreement shall be and remain the property of the District. Copies of all documents may be retained by the Board for its own records and the Board shall be entitled to utilize the same.

16. WORKS OF THE DISTRICT: The parties hereto expressly acknowledge and agree that the District reserves the right to operate, use and maintain the Education Center Lands and the improvements thereon for the primary purposes of water management and/or water supply, which rights are paramount and superior to the uses authorized by this Agreement, and the parties hereto recognized that said uses are subordinate thereto.

17. TAXES/ASSESSMENTS: If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the lands of the Education Center as described pursuant to the whereas clauses and condition precedents and the improvements thereon based on the Board's use thereof during the term of this Agreement, the Board shall pay said taxes within thirty (30) days after receiving written notice thereof from the District. In the event the Board fails to pay all said taxes assessed or levied on the facility or appurtenances thereto within thirty (30) days after receiving written notice thereof from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including reasonable attorney's fees. Failure of the Board to pay said taxes shall constitute a material breach of this Agreement.

18. DISTRICT RECOGNITION: The Board shall recognize District and Basin Board funding in any reports, curriculum, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval. The Board shall provide signage at the Facility that recognizes funding for the Education Center provided by the District and Basin Boards. All signs must meet District approval as to form, content and location, and must be in accordance with local ordinances.

19. TERM: The initial term of this Agreement shall commence upon the execution by all parties and shall terminate on December 31, 2012.

20. RENEWAL TERM: Upon the expiration of the initial term of this Agreement, the Board and the District may renew this Agreement for additional incremental periods of ten

Exhibit "A"

(10) years up to a maximum of fifty years upon terms and conditions set forth by the District at each ten-year renewal term. In the event the Board does not accept the terms and conditions for each renewal period set forth by the District prior to the expiration of this Agreement or any renewal term, this Agreement shall expire automatically and the District shall have the right to possession of the environmental education center.

21. TERMINATION: Any of the parties may terminate this Agreement upon another party's failure to fully comply with the terms and conditions of this Agreement. The party considering termination shall provide the other party with a written "Notice of Termination" stating its intent to terminate and describing those terms and conditions with which the other party has failed to comply. If the party failing to comply has not remedied its failure within thirty (30) days after receiving notice of termination, this Agreement shall terminate.

22. RELEASE OF INFORMATION: The parties shall not initiate any verbal or written media interviews or issue press releases on or about the Education Center without providing advance copies to the other party. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

23. TIME OF THE ESSENCE: Time limits stated in this Agreement and in the Master Plan and Curriculum are of the essence of the Agreement. Time limits may be extended by Change Order where delay is beyond the control of the contractor, or subcontractor, or a delay is due to a change order.

The Remainder of this Page is Intentionally Left blank

Exhibit "A"

Exhibit "A"

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signature below.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Dennis M. Brass
Witness

Joan Riccardelli
Witness

By: E. D. Vergara 5-31-02
E. D. Vergara, Executive Director/Date

Federal ID # 59-0965067

Dr. Terry Leone
Superintendent

Board of Public Instruction of
Hernando County, Florida
By: John C. Drayton
Chairperson Date

Federal ID # _____

4/2/02

APPROVED BY: Gov. B. L. 4-02
ATTORNEY: Kel
MANAGER: CC 4-3-02
DIRECTOR: W 4-2-02
DEPUTY EXEC. DIR: W 4-16-02
CONTRACTS: E 05/23/02

Exhibit "A"

SWF Parcel No. 15-773-182X

FIRST AMENDMENT TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY FOR
CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER
AT THE WEEKIWACHEE PROPERTY

This FIRST AMENDMENT entered into and effective the 7 day of September 2004, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and on behalf of the Coastal Rivers Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as "the District," and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY a public corporation of the State of Florida, hereinafter referred to as "the School Board".

WITNESSETH:

WHEREAS, the District, and the School Board entered into an Agreement dated May 31, 2002, for the construction, operation, and maintenance of the Springs Coast Environmental Education Center hereinafter referred to as the "Education Center", and

WHEREAS, the District agreed to fund the construction of the Education Center, up to a maximum of \$750,000, and

WHEREAS, the construction of the Education Center was delayed do to zoning and permitting issues associated with the City of Weeki Wachee, and

WHEREAS, these delays resulted in increased material costs, and

WHEREAS, the parties hereto wish to amend the Agreement to provide additional District financial assistance for the Education Center, and

WHEREAS, the parties hereto wish to amend the Agreement to modify the payment draw schedule contained in the Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the original Agreement, dated May 31, 2002, as follows:

1. Paragraph 7. COMPENSATION/FUNDING is hereby amended to increase Education Center funding by replacing the first sentence in its entirety as follows: The District agrees to pay an amount not to exceed \$780,000 for construction of the Education Center.
2. Paragraphs 7b and 7c are hereby replaced in their entireties with the following language:

For satisfactory completion of the Education Center, the District agrees to pay the School Board an amount not to exceed Seven Hundred Eighty Thousand Dollars (\$780,000). Payment will be made to the School Board based on percentage of completion and the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a

Exhibit "A"

Exhibit "A"

properly documented invoice and progress report showing the percentage of work completed pursuant to the Schedule of Values attached as Exhibit "A" and incorporated herein by reference.

3. Paragraph 7d is hereby replaced in its entirety with the following language:

Invoices shall be submitted monthly to the District at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

4. The terms, covenants and conditions set forth in the original Agreement, dated May 31, 2002, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Quinn M. Brown
Witness

By: *David L. Moore*
David L. Moore, Executive Director

Carolyn L. Stant
Witness

BOARD of PUBLIC INSTRUCTION
of HERNANDO COUNTY, FLORIDA

Dr. Wendy Leclerc
Superintendent

By: *Sandra Nicholson*
Chairperson

Page 2 of 2

APPROVED BY:	INITIALS	DATE
ATTORNEY	<i>SAL</i>	<i>5/27/04</i>
MANAGER	<i>CKK</i>	<i>5/27/04</i>
DIRECTOR	<i>JRP</i>	<i>6/1/04</i>
DEPUTY EXEC DIR	<i>BSW</i>	<i>6-9-04</i>

Exhibit "A"

Springs Coast Environmental Education Center

5/17/2004

Exhibit "A"

EXHIBIT "A"

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
ITEM OF	4/8-4/9	4/12-4/16	4/18-4/23	4/25-4/26	5/3-5/7	5/18-5/14	5/17-5/21	5/24-5/28	5/31-6/4	6/7-6/11	6/14-6/18	6/21-6/25	6/28-7/2	7/5-7/9
Mobilization	\$ 30,000.00													
Site Work		\$ 51,523.00												
Plumbing			\$ 10,368.00										\$ 9,000.00	
Ceiling				\$ 54,835.00										
Masonry					\$ 80,000.00									
Electrical						\$ 58,000.00					\$ 32,700.00			
Trusses/Framing												\$ 42,000.00		
Insulation														
Roofing														
Driveway														
Mechanical														
Doors														
Frames														
Door Hardware														
Windows												\$ 18,000.00		
Ceiling														
Flooring														
Painting														
Fire Alarm														
Ceramic Tile														
Cabinetry														
Rel. Components														
Paint														
Blinds														
Toilet Accessories														
Siding													\$ 9,000.00	
Fence														
Shutters														
Protections Screens														

Renditions

Exhibit "A"

Spring Coast Environmental Education Center

5/17/2004

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	16	16	17	18	19	20	21	20	21	22	23	24
*E.K. OF	7/12-7/18	7/19-7/25	7/26-7/30	8/2-8/6	8/9-8/13	8/16-8/20	8/23-8/27	8/30-9/3	9/6-9/10	9/13-9/17	9/20-9/24	9/27-10/1
Mobilization												
Site Work												
Plumbing												
Concrete												
Masonry												
Electrical												
Trusses/Framing												
Insulation	\$ 2,000.00											
Roofing	\$ 40,772.50											
Drywall			\$ 2,600.00									
Mechanical				\$ 85,200.00								
Doors				\$ 3,000.00								
Frames				\$ 3,900.00								
Door Hardware				\$ 12,000.00								
Windows												
Ceiling				\$ 17,000.00								
Flooring						\$ 8,600.00						
Painting									\$ 15,000.00			
Fire Alarm							\$ 9,000.00					
Ceramic Tile							\$ 2,850.00					
Cabinetry								\$ 5,000.00				
*Est. Contingency								\$ 4,500.00				
IS												
Perk		\$ 2,500.00								\$ 1,000.00		
Blinds										\$ 2,600.00		
Yield Accessories	\$ 2,000.00											
Siding												
Fences									\$ 3,000.00			
Shutters							\$ 1,100.00					
Projections Screens										\$ 2,000.00		

Renditions

2

Exhibit "A"

Exhibit "A"

Exhibit "A"

"Exhibit "A"
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Coastal Rivers Basin
Weekiwachee Riverine System

SWF Parcel No. 15-773-182X

April 15, 2002

Those portions of Government Lots 3 and 4 of Section 2, and Government Lot 1 of Section 3, all being in Township 23 South, Range 17 East, Hernando County, Florida, more particularly described as follows:

Commence at the Northeast corner of the aforementioned Government Lot 4, thence South 02°13'05" West, 1238.09 feet along the East line of Government Lot 4 to a point on the Southerly right-of-way line of County Road No.550, and the **POINT OF BEGINNING**:

Thence along said Southerly right-of-way line North 89°42'58" West, 184.39 feet to the beginning non-tangent curve concave to the Northeast having a radius of 931.47 feet;

Thence Westerly along said right-of-way line and the arc of said curve a distance of 826.69 feet (chord bearing North 64°06'34" West, chord distance 799.82 feet) to the end of said curve;

Thence leaving said right-of-way South 48°55'51" West, 386 feet more or less to the Weekiwachee River;

Thence Easterly along the sinuosities of the Weekiwachee River to a point bearing South 00°17'02" West, 291 feet more or less from a point on said Southerly right-of-way line;

Thence North 00°17'02" West to said point;

Thence along said Southerly right-of-way line, North 89°42'58" West, 1147.08 feet to the **POINT OF BEGINNING**.

Parcel 15-773-182X contains 22.74 acres, more or less.

MST
15-773-182X.wpd

Exhibit "A"

SWF Parcel No. 15-773-182X

SECOND AMENDMENT TO AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER AT THE WEEKIWACHEE PROPERTY

This SECOND AMENDMENT entered into and effective the 12 day of September, 2005, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and in behalf of the Coastal Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as the "District" and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, a public corporation of the State of Florida, hereinafter referred to as the "School Board".

WITNESSETH:

WHEREAS, the District and the School Board entered into an Agreement dated May 31, 2002, for the construction, operation, and maintenance of the Springs Coast Environmental Education Center hereinafter referred to as the "Education Center"; and

WHEREAS, the District and the School Board entered into a First Amendment to the Agreement on September 7, 2004; and

WHEREAS, the District and the School Board desire to clarify the School Board's utilization of the facilities; and

WHEREAS, the parties hereto wish to amend the Agreement to provide such clarification.

Exhibit "A"

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the original Agreement, dated May 31, 2002, as amended on September 7, 2004, as follows:

1. The School Board shall utilize the property for field trip purposes for Hernando County School District students utilizing the classrooms, grounds, docks and other facilities for the provision of environmental education to students in Hernando County,
2. The terms, covenants and conditions set forth in the original Agreement, dated May 31, 2002, as amended on September 7, 2004, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Dianna M. Brass
Witness:

By: David L. Moore 9-12-05
David L. Moore, Executive Director

Mary F. Sessler
Witness:

BOARD OF PUBLIC INSTRUCTION
OF HERNANDO COUNTY, FLORIDA

Wendy L. Tellone
Wendy L. Tellone, Superintendent

By: Robert Wiggins
Robert Wiggins, Chairman

Page 19 of 21

Approved by:
Paul Carland
General Counsel
8/1/05

APPROVED BY: Kamala 6/15/05
ATTORNEY:
MANAGER: 7-7-05
DIRECTOR: 7-7-05
DEPUTY EXEC. DIR: 7-12-05

SWF Parcel No 15-773-182X

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT AND THE BOARD OF PUBLIC INSTRUCTION OF
HERNANDO COUNTY, FLORIDA, FOR CONSTRUCTION, OPERATION AND
MAINTENANCE OF THE SPRINGS COAST ENVIRONMENTAL EDUCATION CENTER AT
THE WEEKIWACHEE PROPERTY**

This THIRD AMENDMENT entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, for itself and in behalf of the Coastal Basin Board, a subdivision of the Southwest Florida Water Management District, hereinafter collectively referred to as the "DISTRICT" and the BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA, a public corporation of the State of Florida, hereinafter referred to as the "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the DISTRICT and the SCHOOL BOARD entered into an Agreement dated May 31, 2002, hereinafter referred to as the "AGREEMENT", for the construction, operation and maintenance of the Springs Coast Environmental Education Center, hereinafter referred to as the "EDUCATION CENTER"; and

WHEREAS, the DISTRICT and the SCHOOL BOARD desire to construct an observation deck at the EDUCATION CENTER; and

WHEREAS, the DISTRICT agreed to provide \$75,000 for the construction of the observation deck to be paid in a lump sum upon completion of construction; and

WHEREAS, the SCHOOL BOARD agreed to oversee the design, permitting and construction of the observation deck and provide all funding in excess of \$75,000; and

WHEREAS, the joint cooperation between the DISTRICT and the SCHOOL BOARD is in the best interest of the public.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the AGREEMENT, and subsequent amendments, as follows:

1. **Term:** This THIRD AMENDMENT will be effective from the date of its execution by the last of the parties (the "Effective Date"), and will thereafter be in force in accordance with the terms of the AGREEMENT.
2. **Scope of Work:** The SCHOOL BOARD will develop a site plan for the construction of the observation deck to be approved in writing by the DISTRICT. The SCHOOL BOARD will arrange for and furnish all services necessary and required to accomplish and complete the observation deck, in accordance with the terms of the AGREEMENT, as stated in Section 6 "Scope of Work", except:
 - a. The SCHOOL BOARD will complete construction and make request for payment to the DISTRICT no later than January 31, 2008, unless such deadline is extended in writing by authorized representatives of each party.

Exhibit "A"

SWF Parcel No 15-773-182X

- b. Upon completion of the construction of the observation deck, the SCHOOL BOARD will certify in writing to the DISTRICT that the project is fully completed and in compliance with all permit conditions that may apply.
- c. The SCHOOL BOARD will submit to the District an invoice and certification of expenses for an amount not to exceed \$75,000 once the DISTRICT has verified, in writing, to the SCHOOL BOARD that the construction of the observation deck has been completed to the District's satisfaction and in accordance with the approved site plan.
3. **Terms and Conditions:** The DISTRICT and the SCHOOL BOARD acknowledge that all other terms and conditions of the AGREEMENT, and subsequent amendments, not modified herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this THIRD AMENDMENT to the AGREEMENT on the day and year set forth next to their signature below:

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: [Signature]
David L. Moore, Executive Director

Witness: [Signature]

Date: 3-20-07

BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA

By: [Signature]
Superintendent

By: [Signature]
Chairperson

Date: 10-17-06

Reviewed as to form and legal sufficiency

By: [Signature] 10/3/06
School Board Attorney

APPROVED BY:	INITIALS	DATE
ATTORNEY	<u>[Signature]</u>	<u>8/17/06</u>
MANAGER	<u>[Signature]</u>	<u>2/21/07</u>
DIRECTOR	<u>[Signature]</u>	<u>2 March 07</u>
DEPUTY EXEC DIR	<u>[Signature]</u>	<u>7-13-7</u>