ATTACHMENT # 3
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From: "Paul Thorpe" <paul.thorpe@nwfwmd.state.fl.us>
To: "Melissa Hughes" <HughesM@leoncountyfl.gov>
Date: 07/27/2005 8:50:04 AM
Subject: RE: Florida Forever Grant

Melissa,

We routed and reviewed the proposed revised agreement internally. Unfortunately, the District is not comfortable with the changes posed - in particular the references to the homeowners association as being responsible for portions of the agreement activities and the construction indemnification clauses. Other paragraphs (including 8, 17, and 22) are standard language included in all district contracts (including some I believe with Leon County), and the district desires to keep the language as originally written.

This agreement should be strictly between the district and the county. The county of course, is free to contract with the homeowners association and/or others. Thus, under this agreement, the county would be responsible to the district for completion of the scope of work, and the district would be responsible for reimbursement of designated construction costs. The county, in turn, could hold the homeowners association and/or other contractors responsible and liable to the county for those activities it chooses.

What I would suggest is that the draft agreement, as originally written, would not preclude the county from having agreements with the homeowners association or any other party that it chooses. Thus, please consider the draft agreement language as originally proposed.

Concerning the scope, it appears that additional specificity was added, which will help ensure clarity of the contractual requirements. Also, it appears that some activities were scaled back or retargeted to help ensure a feasible project within the time allowed (reducing the activities from one lake to two and reducing the catch basins from four to three). In this case, please provide some rationale whereby we can feel comfortable that the restoration and improvements are essentially equivalent with what was proposed in the grant application (and that the funding should remain the same). For example, perhaps the restoration now planned for Blue Heron would equal or exceed that which would have been accomplished on two lakes. Similarly, perhaps the pollutant removal from three catch basins as currently conceived might be equal to or better than that which could have been achieved with the four originally proposed. Another point to make, could be that the scope as revised would have a better likelihood of success and result in a better overall product.

[Note, with another grant for example, the recipient ultimately wanted simply to scale back their proposal. This was approved, however, the funding allowed was reduced appropriately.]

Thanks very much for your consideration. Please don't hesitate to call me if you wish.

Paul Thorpe

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-----Original Message-----
From: Melissa Hughes [mailto:HughesM@leoncountyfl.gov]
Sent: Wednesday, July 20, 2005 4:57 PM
To: Paul Thorpe
Subject: Florida Forever Grant

Attached is a revised draft of the agreement between the Northwest Florida Water Management District and the Leon County Board of County Commissioners along with Attachment 1 * Scope of Work. Please review these documents and provide comments or call 488-8003 to schedule a joint meeting with the affected parties.

Thanks.

Melissa Hughes
Environmental Review Specialist
Leon County Public Works
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850-488-1260 Fax
HughesM@leoncountyfl.gov

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NOTICE: E-mail communications to or from Northwest Florida Water Management District employees regarding state business are considered to be public records. Florida's public records law requires these communications be made available to the public and media upon request.
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CC: "Duncan Cairns" <Duncan.Cairns@nwfwmd.state.fl.us>