

A Message from the Executive Director



The Florida legislature established the Florida Indian River Lagoon License Plate in 1996 to help restore and protect this unique lagoon system. Funds generated from sales of these license plates are used to support habitat restoration, water quality improvement, and environmental education projects. The South Florida Water Management District is responsible for administering Indian River Lagoon License Plate funds for projects in St. Lucie, Martin and Palm Beach counties.

The program is currently open to governmental and not-for-profit organizations and monies are distributed through a project application/selection process. A project selection committee reviews and ranks the submitted projects and funding is awarded by order of rank until all of the available funding is encumbered.

The FY2009 Indian River Lagoon License Plate Funding Program Guidelines include the requirements and instructions on how to apply for funding. Additionally, these guidelines specify the funds available for each county and provide examples of acceptable projects.

On behalf of the South Florida Water Management District, I encourage you to take advantage of this opportunity to apply for license plate funding to help preserve and protect one of the most diverse estuaries in the world.

Thank you for your efforts to help preserve a Florida Treasure.

Sincerely,

A handwritten signature in cursive script that reads "Carol Wehle".

Carol Wehle
Executive Director



FUNDING APPLICATION DEADLINE AND MAILING INSTRUCTIONS

- Deadline:** Friday, February 27, 2009, 2:30 p.m., EST
- Copies:** A total of seven (7) copies of the application, including 1 marked "Original", must be submitted in a sealed envelope *and* two (2) electronic copies of the proposed Statement of Work (see Exhibit "A") in MS Word format, preferably on compact discs, but 3.5" diskettes will be accepted.
- Envelope:** The sealed envelope shall be clearly marked on the outside, "Indian River Lagoon License Plate Funding Application - FY 2009, Attention: Patrick Wienèr" with the applicant's name and return address. The District assumes no responsibility for applications not properly marked. Receipt of an application by any other District office, receptionist or personnel other than the Procurement Division does not constitute "delivery". Applications submitted via facsimile (fax) transmission shall not be accepted.
- Submit to:** South Florida Water Management District
Attn: Procurement Division
B-1 Building, 2nd Floor West
3301 Gun Club Road
West Palm Beach, FL 33406
- Inquiry Period:** January 30, 2009 to February 19, 2009
Applicants shall contact the Contract Specialist for all inquiries relating to this solicitation. All inquiries shall be in writing either through the mail, via facsimile transmission or electronic mail. Technical questions will not be entertained beyond the cut-off date indicated so that answers to substantive questions, in the form of written addenda, can be posted on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).
- Oral Presentations:** Monday, March 9, 2009 - 9:00 a.m.
- Expected Award Date:** April, 2009



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PROJECT GUIDELINES AND POLICIES

INTRODUCTION

To help support Indian River Lagoon environmental projects, the Florida legislature established the Florida Indian River Lagoon license plate (Section 320.08058 (10) of the Florida Statutes). Funds generated from sales of the license plates are used to support habitat restoration, water quality improvement, and associated education projects. The South Florida Water Management District ("District") is responsible for administering Indian River Lagoon License Plate funds for projects in St. Lucie, Martin, and Palm Beach counties.

Governmental and not-for-profit organizations are encouraged to apply for Indian River Lagoon License Plate Funding by completing the following:

- Carefully review this document;
- Complete the enclosed application form;
- Complete a Statement of Work (see Exhibit "A");
- Submit one original and six (6) copies of the application and proposed Statement of Work (see Exhibit "A"); and
- Submit two (2) electronic copies of the proposed Statement of Work in MS Word format, preferably on compact discs, but 3.5" diskettes will be accepted, to the Procurement Division of the South Florida Management District no later than 2:30 P.M. EST on Friday, February 27, 2009.

A project selection committee will independently review and rank the submitted projects. Following the submission and evaluation of the written proposals, the District shall request the highest ranked applicants to provide oral presentations explaining and/or demonstrating each proposal. Oral presentations are scheduled beginning at 9:00 a.m. on March 9, 2009 at the Martin /St. Lucie Service Center of the SFWMD, 780 SE Indian Street, Stuart in the St. Lucie Estuary Conference Room. The applicants will be notified via email of the selected time for their presentation. (If necessary, March 16, 2009 will be the alternate date for oral presentations.) The selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores (from the oral discussions) for each respondent. If the District determines that oral presentations will not be necessary, the applicants will be notified and the results of the written evaluations will determine final rankings.



Projects will be funded in order of ranking until all of the available funding is encumbered. Information on the status of the application process can be obtained at our web site, www.sfwmd.gov.

Agreements (see sample at end of this document) will be mailed to successful applicants for signature after Governing Board approval. It is anticipated that Governing Board action will occur in April of 2009. The executed agreements will be mailed out shortly after board approval, and projects may begin once the executed agreement is received.

PROJECT SPECIFICATIONS

Project types

The focus of the Indian River Lagoon License Plate program is to fund "turn dirt" projects such as shoreline restoration or stormwater retrofit projects. In fact, the license plate legislation **requires** that most of the Indian River Lagoon License Plate funding (at least 80%) be used for habitat restoration and/or water quality improvement projects. A small amount of the funding (not more than 20%) can be used for environmental education. **In an effort to follow these legislative directives, "stand alone" education projects will not be considered for funding. Environmental education funds will only be awarded to education projects that are a component of or associated with a "turn dirt" project.**

The list below should serve as a guide to the types of projects that could receive license plate funding. However, other project types not listed may also be appropriate.

Habitat Restoration and Water Quality Improvement Examples

- Removal of exotic and nuisance vegetation and/or spoil material along estuarine shorelines and planting native species. Production of educational videos on exotic and nuisance vegetation within the lagoon watershed.
- Planting mangroves along the edge of spoil islands or at other appropriate locations. Educational signage for lagoon restoration.
- Installation of culverts and/or other appropriate structures to reconnect wetlands to the Indian River Lagoon.
- Restoration of freshwater wetlands if the restoration activities will benefit the Indian River Lagoon and/or Loxahatchee River ecosystems. Development of educational brochures on the importance of wetlands in estuarine systems.
- Constructing stormwater retrofit projects to cleanse stormwater before it enters estuarine waters. Water quality testing to educate students about water quality.
- Collecting and removing trash along estuarine shorelines (or other areas that would benefit the lagoon ecosystem). Development of educational materials to be used on field trips to affected areas of lagoon.



- Acquisition of rights-of-way needed to implement habitat restoration or stormwater improvement projects, if acquisition expenditures do not exceed 20% of a county's appropriation.

Project Location

Projects located in Martin and St. Lucie counties must clearly benefit the Indian River Lagoon ecosystem. Projects located in Palm Beach County must clearly benefit the Indian River Lagoon and/or Loxahatchee River ecosystems as specified below. It is **preferred** that projects be located in or immediately adjacent to the Indian River Lagoon. However, projects conducted in the lagoon's watershed (see boundaries and exceptions on Location Map) of the referenced waterbodies shall also be considered for funding if the project will clearly benefit the receiving estuarine waterbody.

In St. Lucie and Martin counties, projects must clearly benefit the Indian River Lagoon ecosystem; this includes the lagoon (Intracoastal Waterway from the north St. Lucie county line to the Jupiter Inlet) and associated tributaries such as the St. Lucie River. If an educational component is proposed for a project, it must relate the project to issues of the Indian River Lagoon ecosystem.

Since there is only a short segment of the lagoon located in Palm Beach County, funding for Palm Beach County can also be used for Loxahatchee River projects. In Palm Beach County, priority will be given to projects directly benefiting the lagoon; second priority will be given to Loxahatchee River projects. Any environmental education component associated with these projects must address the Indian River Lagoon (first priority) and/or Loxahatchee River (second priority) ecosystems.

Project Time Frames

All projects must be completed within one year of execution of the funding program agreement. It is anticipated that the funding agreements will be executed after Governing Board budget approval.

Cost-share Requirement

Applicants must be able to provide at least **twenty-five percent (25%)** of the total project cost. The applicant's cost-share match can be via direct (actual) contributions (e.g., expenses/equipment/material), funding from other grants, and/or in-kind services.

Location Map

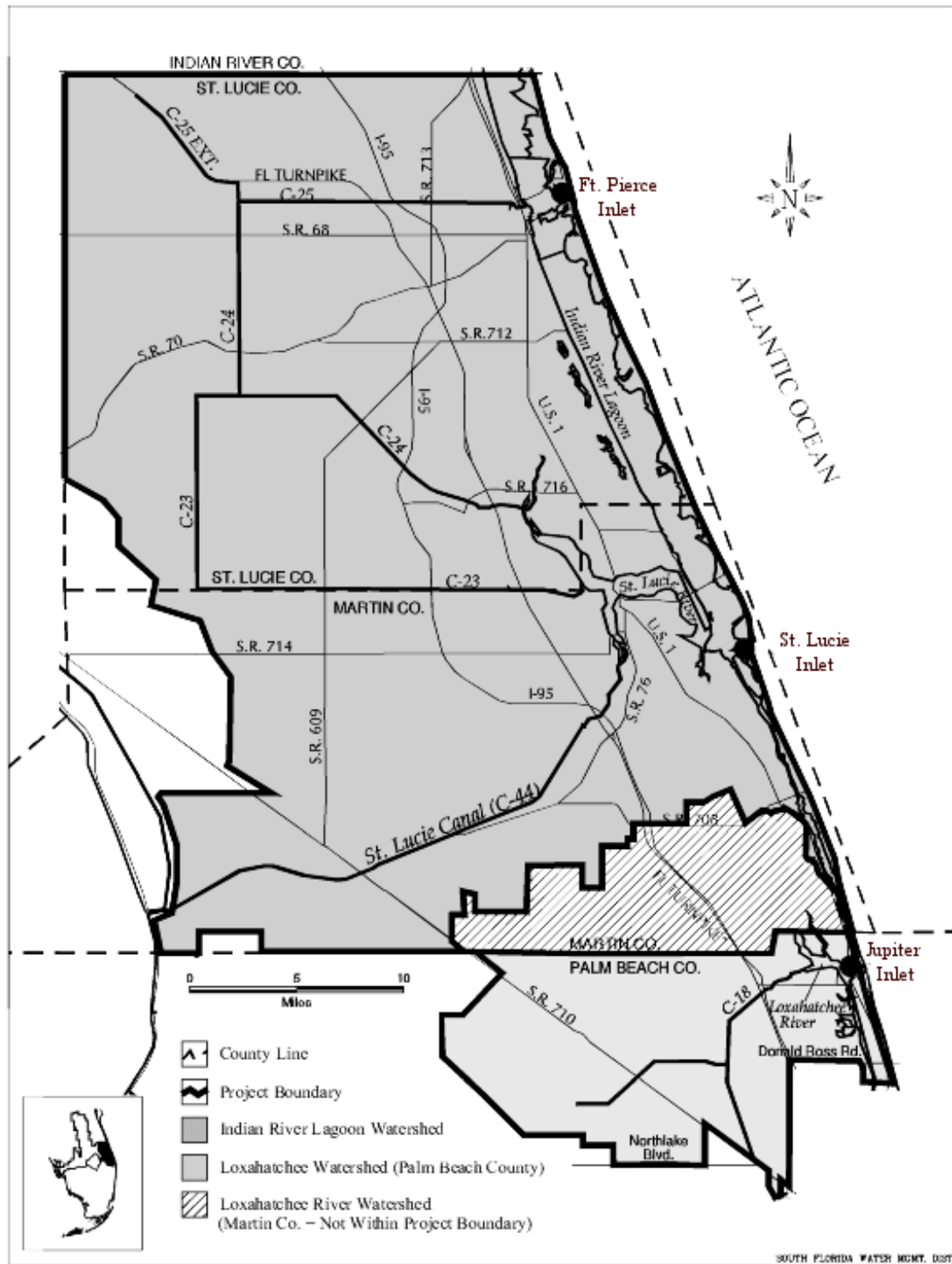


Figure 1. Indian River Lagoon License Plate Project Location Map.

Available Funding

TOTAL FUNDING AVAILABLE

<u>PROJECT TYPE</u>	<u>COUNTY</u>		
	<u>ST. LUCIE</u>	<u>MARTIN</u>	<u>PALM BEACH</u>
<i>HABITAT RESTORATION, WATER QUALITY IMPROVEMENT AND ENVIRONMENTAL EDUCATION (IF ASSOCIATED WITH A TURN DIRT PROJECT)</i>	\$35,185	\$135,916	\$65,975

Funding amounts available per county are based on the number of license plates sold in each county. An applicant can request all or part of the available funding. For example: If a project benefits St. Lucie, Martin, and Palm Beach counties, the applicant can request the entire **\$237,076**

The education component of any/all project(s) can only account for 20% of the funding allocated to that project. The total funding allocated for environmental education must be equal to, or less than 20% of the total funding available in the program for each county.

Non-allowable Costs

License Plate Funds can **not** be used for the following activities:

- any projects deemed to be research, studies, inventories, or evaluations;
- administrative salaries or overhead related to environmental education or ongoing regular maintenance; and/or
- general coordination fees or overhead not specifically related to a project.



DEFINITIONS AND POLICIES

Definitions

"Applicant"	Governmental and not-for-profit organizations that apply for Indian River Lagoon License Plate funding.
"Application"	A document containing project details that will be used by a committee to select projects to receive license plate funding.
"District"	The South Florida Water Management District.
"Funding"	An allotment of monies disbursed towards the completion of Indian River Lagoon License Plate habitat restoration and/or water quality improvement which may include environmental education components.
"Project"	The written description included in the application that will determine the eligibility for funding.
"Project Cost"	The total cost of an Indian River Lagoon License Plate habitat restoration and/or water quality improvement project.
"Recipient"	The applicant that has been awarded funding in support of a project.
"Ineligible"	A determination that the application does not comply with the material requirements of the funding program.

Funding Compliance Review

The District shall ensure the proper use of funding and compliance with the requirements of the funding agreement by conducting reviews and other checks or audit of funding records. Examples of the compliance review may include but shall not be limited to:

- on-site visits of the project;
- assurance that appropriate accounting records are being maintained; (These records are to be sufficient to allow for a proper audit of the project funding expenditures.)
- ensuring that funding objectives are met; and/or,
- assurance that funding is being expended on allowable expenditures, that is, expenditures related to the proposed project.



General Funding Costs

1) Funding Costs shall be allowed provided that:

- they are used for habitat restoration, water quality improvement, and/or environmental education pertaining to the Indian River Lagoon or Loxahatchee River and/or their watersheds; and
- they occur or are obligated within the funding period specified on the application; and
- they are solely for the purposes of the project being funded and can be easily identified as such.

2) Funding may only be used for the completion of the project identified in the application.

Withdrawal of Funding Application

Applicants may withdraw their submitted application by notifying the District either in writing or in person through an authorized representative at any time prior to the submission deadline. Any individual making the withdrawal shall provide evidence that he/she is an authorized representative of the applicant. Applications, once received, become the property of the District, and will not be returned to the applicant even when they are withdrawn from consideration. Applications, once opened, may not be withdrawn or modified except to the extent agreed to by the District.

Development Costs

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of the funding application. All information in the application shall be provided at no cost to the District.

Disclosure

Upon receipt, applications become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. To invoke any exemption to disclosure provided by law, the applicant must provide specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. Should the applicant assert any such exemptions, the burden of establishing the exemption shall be upon the applicant.

Rejection of Applications

The District reserves the right to reject any and all applications when such rejection is in the District's interests. The District may waive minor irregularities contained in an application. A minor irregularity is a variation from the application process that does not affect the requested funding amount or does not give an applicant an advantage or benefit not enjoyed by other applicants, or does not adversely impact the interests of the District. The District may also re-advertise and solicit for other applications when it is

considered to be in the District's interests to do so. The District further reserves the right to cancel this application process at any time if it is in the District's interest to do so.

Award

The applicant understands that this application does not constitute an agreement with the District. No agreement is binding or official until applications are reviewed and accepted by the established Indian River Lagoon License Plate Funding Program selection committee, approved by the District's Governing Board, and the parties duly execute an official agreement (sample agreement provided at end of this booklet). The District reserves the right not to issue any funding whatsoever, if to do so is in the best interest of the District.

Formal Notice of Intent to Award

In compliance with Chapter 120 of the Florida Statutes, the Notice to Award funding will be posted in the District's website www.sfwmd.gov Procurement and Contracts Solicitation Award Information. This notice will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

APPLICATION REVIEW CRITERIA

Completed applications received within the specified time frame will be reviewed and ranked by a committee of District staff. Projects will be funded in order of ranking until all funds are encumbered. The criteria to be used to rank the projects are provided below:

Total Points	Criteria	Guidelines for Scoring
40	Benefits to Indian River Lagoon and/or Loxahatchee River Ecosystems	Evaluate to what degree the project will help to restore and protect the Indian River Lagoon and/or Loxahatchee River ecosystems through habitat restoration, water quality improvement, and/or environmental education if associated with a "turn dirt" project.
20	Location	Evaluate project location and potential influence of a project's location on benefits to the Indian River Lagoon and/or Loxahatchee River Ecosystems. In Palm Beach County, projects that benefit the Indian River Lagoon will receive a higher score than projects that benefit adjacent estuarine waters. For all counties, projects located in or immediately adjacent to the water body will receive higher scores than those projects that are located within the watershed.
20	Cost-Share Ratio	Evaluate the extent to which the applicant demonstrates the ability to provide at least 25% of the total project cost. Projects with higher cost-share ratios will receive higher scores.
20	Readiness	Evaluate the degree to which <u>all necessary regulatory approvals have been obtained</u> and evaluate how well the applicant has documented the project schedule and provided assurances for meeting the project schedule.

APPLICATION INSTRUCTIONS

Read all the instructions and requirements thoroughly before preparing, completing and submitting the application package. Application packages that are not completed as requested shall be declared ineligible and will not be reviewed by staff.

All applicants will be notified in writing of the FY 2009 IRL License Plate Funding Program selection process outcome.

1. Review the guidelines and instructions before preparing the application package.
2. Complete all sections and fully answer all questions on the application form.
3. Answer the questions in a clear, concise manner. Make the application neat, presentable and easy to read. A typed application is preferred.
4. Prepare the application package to include one (1) original printed and signed application and six (6) hard copies of the application and Statement of Work, including two (2) electronic copies of the application and Statement of Work (see Statement of Work section of these guidelines).
5. All applications shall be addressed to Patrick Wienèr, Contract Specialist at the address listed on page 2.

Application Format and Contents

To assist District review, applications shall be organized in the following sequence:

1. Transmittal Letter.
2. Signed Application Form.
3. Statement of Work (see Exhibit "A").
4. Funding Proposal.
5. Project Criteria Checklist.
6. Sample Agreement (with changes highlighted).

Transmittal Letter

All applications shall contain a transmittal letter highlighting the Applicant's reasons for requesting funding. This letter, addressed to the District on official letterhead, shall provide a concise overview of the proposed project, the county the project is located in and how the project ultimately benefits the Indian River Lagoon. The letter shall name the person authorized to make representations on behalf of the Applicant, including the title, address, email address and telephone number of such person(s) and the applicant's legal name. **The letter shall declare the application was prepared without collusion with any other person or entity submitting an application pursuant to IRL License Plate Funding Program.** A person authorized to bind the Applicant must sign the transmittal letter indicating the person's title and authority.



Authorized Person/Application Form

Each application by any entity shall state the name and address of all persons or entities having an interest in the application. Only a person having the legal authority to bind the Applicant shall sign the application. In no case may an application be transferred or assigned by an Applicant.

Please carefully complete the application because this document will be the sole source of information used to select projects for funding. Applicants must clearly indicate which county or counties (St. Lucie, Martin, and/or Palm Beach) will benefit from the proposed project, and the amount of funding being requested from the county's allotment.

Statement of Work (Exhibit "A")

This section of the application shall explain the proposed Statement of Work, including a detailed description of the project, the methods, timetables and schedules of project. The Applicant shall prepare this section of the application so the District can incorporate the proposed Statement of Work into the final Agreement with minimal changes.

For District purposes, two (2) electronic copies of the proposed Statement of Work are required to be submitted in Microsoft Office® Word format, preferably on compact discs, but 3.5-inch diskettes are acceptable.

The following must be included in the Statement of Work:

Introduction: Provide a brief overview and/or historical description of events leading to the implementation of this project. Explain how this project benefits the Indian River Lagoon through habitat restoration, water quality improvement and education where applicable. Describe how the project relates to other on-going or future projects. Introduce key terms or acronyms that will be referred to throughout the Statement of Work.

Benefits to the IRL: Explain the potential for significant and lasting benefits to the Indian River Lagoon.

Location of the Project: Identify the specific location of the project. Only those projects located within St. Lucie, Martin and Palm Beach counties and associated tributaries within the Indian River Lagoon boundaries will be considered for funding.

Scope of Work: Provide a brief, general description of the proposed project. The scope shall communicate a concise description of work objectives and how the objectives will achieve the project goal.



Work Breakdown Structure: Identify and describe the methods and basis for the proposed project, including a detailed description of each element (i.e., step, task and/or phase).

Cost Breakdown and Task/Deliverable Schedule: Provide a detailed schedule of the project from start to completion. Include the funding amounts and sources of funding. **The schedule must include specific start and finish dates for each task (i.e., month and year).** Completion shall be within 12 months of the project start date. The project shall commence on the last date of execution of the Agreement by the Parties.

Funding Proposal

The Applicant shall clearly state the total cost of the project and the amount of funds requested from the South Florida Water Management District. The Applicant shall provide evidence of financial commitment (matching funds of at least 25% of the total project cost) to the proposed project through in-kind services or other grant funding. A draft or approved budget or other similar evidence of financial commitment is acceptable.

The IRL License Plate Funding Program Project Criteria Checklist

The Applicant shall complete the 2009 IRL License Plate Funding Project Criteria Checklist contained in the attached Application Form and submit it as part of the application. Failure to include the checklist shall be sufficient basis for the District to render the application ineligible.

Agreement

A sample IRL License Plate Funding Agreement (or "Sample Agreement") is attached to this application package. The information contained in the selected application will be incorporated into the Indian River Lagoon License Plate Funding Agreement (Agreement); therefore, it is extremely important that project dates, key participants and funding amounts are accurate. The District anticipates the final, official Agreement will be in sufficient conformance with the Sample Agreement. Nevertheless, applicants are advised that any Agreement resulting from this application may include minor deviations from the Sample Agreement. Any minor deviations from the Sample Agreement requested by the Applicant shall be highlighted and submitted within the Sample Agreement for consideration by the District. The District will not consider any changes to Agreement terms and conditions in the event the applicant fails to identify any changes or deviations to the Sample Agreement at the time of proposal submission.



Insurance

Insurance coverage shall only apply if the work is being performed on District property. Please contact Patrick Wiener, Contract Administrator at telephone number (561) 682-6220 for the District's Certificate of Insurance specifying the coverage and limits required by the District.

Corporate Certification

If the applicant is a corporation or partnership, it must submit Certification from the Florida Secretary of State verifying its corporate status and good standing. If the applicant is also an out-of-state corporation, provide evidence of authority to conduct business in the State of Florida.



Summary / Sequence of Application Requirements

#	Application Item	Special Instructions
1	Read instructions carefully and completely before preparing application.	
2	Complete all sections and fully answer all questions on application form.	
3	Assemble the application copies in the proper order.	
4	Attach Transmittal Letter highlighting the Applicant's reason for funding request. Include need for project, target audience, area served, implementation and evaluation strategies and person authorized to represent the Applicant.	Letter shall declare the application was prepared without collusion with any other person or entity submitting an application pursuant to the funding program. Letter must be addressed to Patrick Wiener, Contract Administrator, and must be signed by a person having the legal authority to bind the Applicant.
5	Attach signed Application Form.	Typed application preferred. Application must be signed by a person having the legal authority to bind the Applicant.
6	Attach Statement of Work (Exhibit "A"). Include introduction, scope, work breakdown structure, location and schedule of deliverables. The schedule of deliverables must include specific start and finish dates for each task (i.e., month, day and year).	Include two (2) electronic copies of proposed Statement of Work in Microsoft Word format preferably on CD-ROM (3.5" diskettes are acceptable).
7	Attach Funding Proposal. Include evidence of financial commitment to project.	Total cost of project and amount of funds requested from SFWMD.
8	Attach completed Indian River Lagoon License Plate Funding Project Criteria Checklist.	Applications without checklist will be ineligible.
10	Sample Agreement.	Note any minor deviations.
11	Submit one (1) original application package and six (6) hard copies of the package	Remember to include the two (2) electronic copies of proposed Statement of Work in Microsoft Word format preferably on CD-ROM (3.5" diskettes are acceptable).

Note: Failure to comply any of the above requirements shall render the application ineligible.



**Fiscal Year 2009 INDIAN RIVER LAGOON
LICENSE PLATE FUNDING
APPLICATION FORM**



The undersigned Applicant has read all of the terms and conditions of the **Indian River Lagoon License Plate Funding Program Guidelines And Application**, and certifies that all of the information contained within this Application and subsequent Attachments and Exhibits is true and correct to the best of its knowledge.

Applicant's Legal Name (Organization Name):

Contact Person:

Applicant's Address:

Telephone No.:

Fax. No.:

Email Address

Type of Organization: (*circle*)

☐ Governmental

☐ Not-for-profit

Date of Incorporation:

State of Incorporation:

Federal ID No.:

Project Location (*county*):

St. Lucie Cty. \$_____ Martin Cty. \$_____ Palm Beach Cty. \$_____

**(one application per county, if work is done in more than one county use separate applications)*

Project Title:

Brief Project Description:

Authorized Person's Name:

Signature: _____

Must Be signed

Title:





EXHIBIT "A"

(Sample Cover)

STATEMENT OF WORK

** Items listed are required*

** Provide two electronic copies of Statement of Work in
Microsoft Office® Word format*

1.0 INTRODUCTION

2.0 BENEFITS TO THE IRL

3.0 LOCATION OF PROJECT

4.0 SCOPE OF WORK

5.0 WORK BREAKDOWN STRUCTURE

6.0 COST BREAKDOWN AND TASK / DELIVERABLE SCHEDULE (Exhibit "B")



Exhibit "B"
Task & Deliverable Schedule

If the total consideration for this AGREEMENT is subject to multi-year funding allocations, funding for each applicable fiscal year of this AGREEMENT will be subject to Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the contrary.

The Recipient shall be responsible for submitting Quarterly Reports starting after the first quarter following contract execution. The Recipient shall be responsible for all aspects of managing and completing the project as described in Exhibit "A".

TASK	DELIVERABLE	SCHEDULE (time from contract execution)

INDIAN RIVER LAGOON LICENSE PLATE FUNDING PROGRAM
PROJECT CRITERIA CHECKLIST

This form must be ***completely*** filled out with appropriate statements in the space provided (no references to text), including all requested documents. Failure to properly complete this checklist will cause the District to deem the application ineligible. Please do not exceed the space provided for answers to each question.

Project Information

1. Provide a brief description of the project:

2. Indicate the type of project (check all that apply):

- ☐ Habitat Restoration (approximate # acres _____) or
☐ Water Quality Improvement and
☐ Education (must be combined with a turn dirt project)
☐ Project is within the IRL boundaries (north St. Lucie county line to the Jupiter Inlet) or
within an associated tributary in IRL watershed (St. Lucie River, Moores Creek etc.) or
☐ within the Loxahatchee River
☐ St. Lucie _____, Martin _____, Palm Beach County (choose one)

3. Applicant information:

- ☐ Government
☐ Not-For-Profit

4. Regulatory Approvals Needed: Yes _____ No _____

Agency _____
Type of Approvals _____

5. Provide the following:

Requested Funding _____
Total Project Cost _____
Other Funding Sources _____



**SAMPLE
INDIAN RIVER LAGOON LICENSE PLATE FUNDING
AGREEMENT
BETWEEN THE DISTRICT
AND
THE APPLICANT**

- * Attach Agreement if any deviations from Sample Agreement; (highlight deviations)
- * For use if project is approved by Governing Board





**2009 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INDIAN RIVER LAGOON LICENSE PLATE
FUNDING AGREEMENT**

Recipient: Recipient's Project Manager: Address: Telephone No: Fax No:	Agreement Number: Governing Board Approval Date: District Funding Amount: \$
SFWMD Project Manager: Kathryn LaMartina Telephone No.: (772) 223-2600 x3603 Fax No.: (772) 223-2608 Email: klamart@sfwmd.gov Contract Specialist: Patrick Wiener Telephone No.: (561) 682-6220 Fax No.: (561) 681-6275 Email: pwiener@sfwmd.gov Address: P.O. Box 24680 3301 Gun Club Road West Palm Beach, FL 33416-4680	
Insurance: Not Applicable	
Federal Employer Identification Number:	
Project Title:	
Description:	



This **Agreement** is entered into between "the Parties", the South Florida Water Management **District**, (the "**District**"), and the undersigned Applicant, hereinafter referred to as the "**Recipient**". The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial, and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

- 1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "A", and made a part of this **Agreement**.
- 1.2 As part of the services to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever forum reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.
- 1.3 Attached to this **Agreement** are the following exhibits which are incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Schedule of Deliverables

ARTICLE 2 - TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall commence on the last date of execution of this **Agreement** and shall continue for a period of one (1) year.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 - COMPENSATION/CONSIDERATION

- 3.1 As consideration for the Project required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on page one of this **Agreement**. Such amount is a fixed amount and therefore, no additional consideration shall be authorized.
- 3.2 The **Recipient** assumes sole responsibility for all work, which is performed pursuant to Exhibit "A." By providing funding hereunder, the **District** does not make any warranty, guaranty, or any representation whatsoever regarding any of the work performed hereunder, including but not limited to the adequacy or sufficiency of all or any part of work described in Exhibit "A".
- 3.3 The **Recipient** hereby agrees that it shall use other sources of funding for all work associated with the design and permitting aspects of the Project. **District** funds shall only be used for the Project identified in Exhibit "A".

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING



- 4.1 The **District** shall make payment to the **Recipient** upon completion and acceptance of the Project. The **Recipient** shall provide certification that the Project has been completed in accordance with Exhibit “A” of this **Agreement**.
- 4.2 The **Recipient’s** invoice shall reference the **District's** Agreement Number and shall be sent to the Accounts Payable department at the following address:

South Florida Water Management District
ATTN: Accounts Payable
3301 Gun Club Road
West Palm Beach, FL 33406

The **Recipient** shall not submit an invoice to any other address at the **District**.

- 4.3 The Recipient shall submit the final report/deliverable(s), along with a copy of the invoice, to the Project Manager at the following address:

South Florida Water Management District
Martin/St Lucie Service Center
ATTN: Kathryn LaMartina
Willoughby Crossroads
780 SE Indian Street
Stuart Florida, 34997

- 4.4 The **District** shall have the right to inspect all work and review final reports before authorization of payment is made to the **Recipient**. It is the policy of the **District** that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a “proper” invoice is defined as an invoice that conforms to all statutory requirements and all District requirements as set forth in the **Agreement** for invoice submission. The time at which payment shall be due from the **District** shall be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the **District** conditions as detailed in the **Agreement**.

Failure of the **Recipient** to follow the instructions set forth in the **Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**. All payments due from the **District** for a proper invoice and acceptable services and/or deliverables and not made within the time specified in this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The **Recipient** shall invoice the **District** for payment of any accrued unpaid interest.

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **District** shall be concluded by final written decision of the District



Leadership Team not later than sixty (60) days after the date on which the proper invoice was received by the **District**.

ARTICLE 5 - PROJECT MANAGEMENT

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.
- 5.2 All notices, demands, or other communications regarding this **Agreement**, other than those set forth in paragraph 4.2 above, shall be in writing and forwarded to the attention of both the Project Manager and the Contract Specialist noted on the first page of this **Agreement** by certified mail, return receipt requested.
- 5.3 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's** Agreement Number.

ARTICLE 6 - TERMINATION/REMEDIES

- 6.1 It is the policy of the **District** to encourage good business practices by requiring recipients to materially perform in accordance with the terms and conditions of the **Agreement**. In accordance with **District** Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **Agreement**.

If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District**, by sending a Termination for Default Notice, the **District's** Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District**, and if so, for what period of time. The **District's** Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a **Recipient** should be suspended, and if so, for what period of time. Should the **District** terminate for default in accordance with this provision, the **District** shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery to the **Recipient** of a Notice of Termination

specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination for convenience, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.

- 6.3 In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 7 - RECORDS RETENTION

- 7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:
- A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.
 - B. Examination of Records. The **District** or its designated agent shall have the right to examine in accordance with, generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.
 - C. Extended Availability of Records for Legal Disputes. In the event that the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to the **Agreement** until the final disposition of the legal dispute, and all such records shall be made readily available to the **District**.

ARTICLE 8 - STANDARDS OF COMPLIANCE

- 8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.
- 8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.



- 8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.
- 8.4 Pursuant to Section 216.347, Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch, or another state agency.
- 8.5 The **Recipient** shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.
- 8.7 Pursuant to Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein. **Recipient** also assures that it is not on the District's Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this project.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns, during or after the performance on this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.
- 9.2 The **Recipient** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.
- 9.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 10 - GENERAL PROVISIONS

- 10.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 10.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in Articles 1-11
 - (b) Exhibit "A" Statement of Work
 - (c) All other exhibits, attachments, and documents specifically incorporated herein by reference
- 10.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 10.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent that the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 10.5 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or Agreements previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest. This **Agreement** may be amended only with the written approval of the Parties.

ARTICLE 11 - INDEMNIFICATION AND INSURANCE



11.1 The following indemnification clause shall only be applicable to Investor-owned Utilities or Private Entities:

For value received, which is hereby acknowledged, the **Recipient** shall defend, indemnify, save and hold the **District**, its officers, directors, board members, agents, assigns, and employees, harmless from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrong conduct of the **Recipient** and other persons employed or utilized by the **Recipient** in the performance of the **Agreement**. The **District** shall have the right to approve counsel selected by the **Recipient** to defend the **District** in the event the **District** is named in any legal action.

11.2 Government entities will be responsible for their own acts of negligence up to the amounts in Section 768.28, Florida Statutes. The entity assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions. This in no way means that an agency consents to be sued. It should warrant and represent that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the officers, employees, servants and agents while acting within the scope of their employment during performance under this **Agreement**. It is further agreed that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; of (3) a waiver of sovereign immunity of the State of Florida beyond the wavier provided in Section 768.28, Florida Statutes.

11.3 The following shall only apply if the work is being performed on **District** property:

The **Recipient** shall procure and maintain, through the term of this **Agreement**, insurance coverage, which will be determined after the evaluation of the Statement of Work as to the amounts and conditions. The coverage required shall extend to all employees and subcontractors of the **Recipient**. The Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers, effective and expiration dates of each type of coverage required. The insurance carrier's authorized representative shall sign the Certificate.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD**

By: _____
Frank Hayden, Procurement Director

Date: _____

Recipient's Legal Name: _____

By Authorized Official: _____

Title: _____

Date: _____

SFWMD Office of Counsel Approved

By: _____ Date: _____

SFWMD Procurement Approved

By: _____ Date: _____

