

RESOLUTION NO. 2010-038

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN AGREEMENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ACCEPTING A GRANT FOR THE CONSTRUCTION OF SW 54TH PLACE DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town applied for a grant from the South Florida Water Management District (SFWMD) for the Construction of SW 54th Place Drainage Improvements; and

WHEREAS, SFWMD awarded the Town a grant in the amount of Thirty Six Thousand Seven Hundred Forty-Three Dollars (\$36,743.00) to construct the SW 54th Place Drainage Improvements; and

WHEREAS, there is a 50% required Town match.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: Recitals. The recitals above are true and correct and are incorporated herein by reference.

Section 2: Approval. The Town Council of the Town of Southwest Ranches hereby accepts the SFWMD grant award in the amount of Thirty Six Thousand Seven Hundred Forty-Three Dollars (\$36,743.00) with a 50% Town match, to construct the SW 54th Place Drainage Improvements.

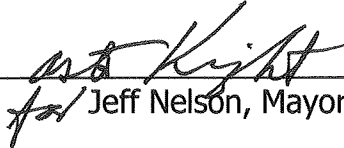
Section 3: Authorization. The Town Council hereby authorizes its Mayor, Town Administrator, and Town Attorney to execute the Grant Agreement, in substantially the same form as that attached hereto as Exhibit "A".

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]


PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 4TH day of March, 2010 on a motion by Council Member McKay and seconded by Council Member Breitkreuz.

Nelson	<u>Absent</u>	Ayes	<u>4</u>
Knight	<u>Aye</u>	Nays	<u>0</u>
Breitkreuz	<u>Aye</u>	Absent	<u>1</u>
Fisikelli	<u>Aye</u>	Abstaining	<u>0</u>
McKay	<u>Aye</u>		



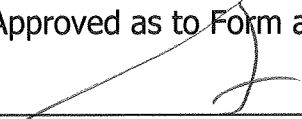
for Jeff Nelson, Mayor

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
ACTIVE: 2889247_1



PO Number 95000404
Reference on all invoices

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT

AGREEMENT NO. 4600002044

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

TOWN OF SOUTHWEST RANCHES

THIS AGREEMENT is entered into as of MARCH 4, 2010 by and between the South Florida Water Management District (**DISTRICT**) and the Town of Southwest Ranches (**TOWN**).

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **TOWN** to construct approximately 30 feet of exfiltration trenches; and

WHEREAS, the **TOWN** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **TOWN** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities to construct approximately 30 feet of exfiltration trenches to provide drainage for the intersection of SW 195th Terrace and SW 54th Place.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of six (6) months.

3. The total **DISTRICT** contribution shall not exceed the amount of Thirty Six Thousand Seven Hundred Forty-Three Dollars and No Cents (\$36,743.00). The **DISTRICT** shall make payment upon completion and acceptance of the deliverables as described in the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$36,743.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. In the event the **TOWN** is providing a cost sharing contribution as provided for in paragraph 5 below, the **TOWN** shall provide evidence that its minimum cost share has been met for each invoice submitted. The subject cost share documentation shall be included with each invoice. 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 **DISTRICT** will notify the **TOWN** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.
4. The **TOWN** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **TOWN** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **TOWN** shall cost share in the total amount of Thirty Six Thousand Seven Hundred Forty-Three Dollars and No Cents (\$36,743.00) in conformity with the laws and regulations governing the **TOWN**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **TOWN** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **TOWN** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date unless authorized through execution of an amendment to cover succeeding periods.
7. The **TOWN** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **TOWN** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **TOWN** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **TOWN** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **TOWN** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific

data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **TOWN** under this **AGREEMENT** shall be deemed to be the property of the **TOWN** upon completion of this **AGREEMENT**. The **TOWN** shall retain all ownership to tangible property.

9. The **TOWN**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **TOWN** and the officers, employees, servants and agents thereof. The **TOWN** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **TOWN**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **TOWN** subcontracts any part or all of the work hereunder to any third party, the **TOWN** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **TOWN**. Any contract awarded by the **TOWN** shall include a provision whereby the **TOWN's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **TOWN's** subcontract.
10. The **TOWN** and the **DISTRICT** further agree 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; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **TOWN**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
12. The parties to this **AGREEMENT** assure 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 be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **TOWN**, 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 **TOWN**, upon request, as to any such laws of which it has present knowledge.

14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **TOWN** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **TOWN** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **TOWN** 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 **TOWN**.
16. The **TOWN** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **TOWN** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. Maintenance of Records: The **TOWN** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
 - B. Examination of Records: The **DISTRICT** or 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 expiration date of this **AGREEMENT**.
 - 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 **TOWN** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **TOWN** shall, in addition to the inspection and audit rights set forth in paragraph 16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
 - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **TOWN** as set forth in Exhibit "C". The **TOWN** shall maintain all financial/non-financial records through:
 - (1) Identification of the state or federal awarding agency, as applicable
 - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
 - (3) Audit and accountability requirements for state projects as stated in the Single

- Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
 - (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **TOWN's** financial and non-financial records to the extent necessary to monitor the **TOWN's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District Town of Southwest Ranches

Attn: Jose Lopez, Project Manager
Telephone No. (954) 713-3200 ext. 4980
Fax: (954) 475-4169

Attn: Emily McCord, Project Manager
Telephone No. (954) 343-7453
Fax: (954) 434-1490

Attn: Rupert Giroux, Contract Specialist
Telephone: (561) 682-2532
Fax: (954) 681-6275

Address:
~~3111 Stirling Road~~
6589 SW 160 Avenue
Southwest Ranches, FL 33331 ~~33312~~

Address:
3301 Gun Club Road
West Palm Beach, FL 33406

19. Invoices, clearly marked "ORIGINAL", shall be sent to the attention of Accounts Payable at the **DISTRICT's** address specified below. All invoices shall reference the **AGREEMENT** and SAP Reference Numbers specified on page one of this **AGREEMENT**. In addition, a copy of the invoice shall be sent to the attention of the **DISTRICT's** Project Manager either at the address specified in paragraph 18 above or via Facsimile (FAX) using the FAX number also specified above.

South Florida Water Management District
Attention: Accounts Payable
P.O. Box 24682
West Palm Beach, Florida 33416-4682

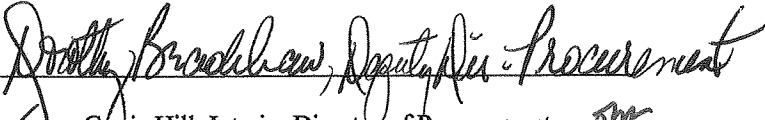
20. **TOWN** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

21. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
22. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
23. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, town 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.
24. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties 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.
25. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
26. 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**.
27. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1 – 26
 - (b) Exhibit "A" Statement of Work
 - (c) Exhibit "B" Payment and Deliverable Schedule
 - (d) all other exhibits, attachments and documents specifically incorporated herein by reference

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

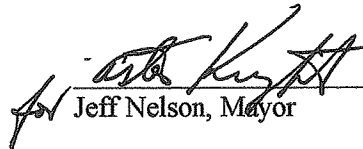
By: 
Carrie Hill, Interim Director of Procurement *sm*

SFWMD PROCUREMENT APPROVED


By: 

Date: 4/2/10

TOWN OF SOUTHWEST RANCHES, FLORIDA


for Jeff Nelson, Mayor

ATTEST:


Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:

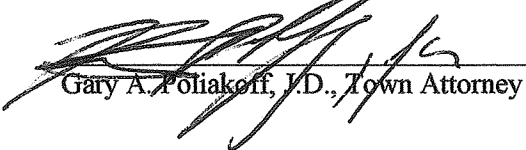

Gary A. Poliakoff, J.D., Town Attorney

Exhibit "A"

STATEMENT OF WORK

TOWN OF SOUTHWEST RANCHES SW 54th Place Drainage Improvements

1. Introduction

Since the Town of Southwest Ranches recent incorporation in 2000 the Town has worked diligently with environmental stakeholders and regulators in South Florida to develop an ongoing partnership for protecting and improving the sensitive low lying physical environment adjacent to the Everglades, which is only several feet above the Biscayne Aquifer, the sole source of drinking water for South Florida. The Stakeholders mutual goal has always been to further Federal and State initiatives for improving the quality of southwest Broward County's urban runoff being discharged into the source of the drinking water, the Biscayne aquifer as further regulated by the Florida Forever Act and the reduction of Total Phosphorus (TP) in the C-11 Canal before direct discharge into the adjacent Everglades Water Conservation Area 3A.

The Town has assembled and purchased approximately 150 acres of prime vacant development land for the purpose of constructing environmentally sustainable and rural orientated Open Space with the dedicated assistance of the dedicated staff at the South Florida Water Management District (SFWMD), the Florida Communities Trust and Broward County's Land Preservation Board. The Town has also adopted a Comprehensive Environmental Management System dedicated towards a sustainable maintenance and monitoring Program servicing the environmental restoration areas in all of the Town's Parks. The 30 acre Frontier Trails Park and surrounding home sites are located in a low lying rural area at elevation approximately five feet above sea level.

This project is considered high priority on the Town's adopted Tertiary Drainage plan. The total cost of the project is \$73,486 and SFWMD contribution shall not exceed \$36,743 (Ad Valorem).

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 the DISTRICT's 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.

2. Project Objectives

The objective of this project is to provide improved flood mitigation with installation of storm water infrastructures. The exfiltration trenches will allow for more stormwater to percolate into the ground water. The project provides water quality benefits to the SFWMD's C-11 Canal Basin and will also benefit the public by improving drainage to the Country Estates neighborhood. The primary objectives are as follows:

1. Improve the water quality of urban stormwater by routing runoff through new exfiltration Agreement 4600002044, Page 1 of 4, Exhibit "A"

trench and improved swales before reaching either the adjacent C-11 Canal or underlying Biscayne Aquifer

2. Improve the interconnectivity between the wetlands proposed in the Frontier Trails Park and the South Broward Drainage District (SBDD) canal system, thereby enhancing both the stormwater storage capacity of the basin and maximizing the water treatment benefit of the Frontier Trail wetland.
3. Complete the Project before August 2010.
4. Improve the level of service of the drainage system and reduce the threat of flood damage by installing positive drainage.
5. Reduce the adverse impact of saturated septic system drainfields by improving the removal of surface water before saturation can occur.

3. Background

Originally the Town's rural orientated home sites were allowed to be developed without the benefit of a comprehensive positive drainage system. The part of this community in the vicinity of the intersection of SW 195th Terrace and SW 54th Place does not have any catch basins, and floods during heavy rains. It sometimes takes several days to approximately three weeks for the water to dissipate after a heavy rainfall.

4. Project Location

The project is located in the Town of Southwest (SW) Ranches in Broward County

5. Scope of Work

Approximately 30 feet of exfiltration trenches will be constructed to provide drainage and water quality treatment for the intersection of SW 195th Terrace and SW 54th Place and adjacent areas within the Country Estates neighborhood. The water will then discharge into an existing catch basin on the northeast corner of SW 196 Terrace via overland flow through an improved swale.

6. Work Breakdown Structure

Project Management

The Town shall be responsible for the satisfactory completion of this project and may retain a consultant to provide the professional services needed to complete the design, plans, specifications and permits, and to assist the Town during construction.

The Town, or its designated consultant, as applicable, is responsible for project management, budget management and quality control. The Town and the Town's consulting engineers are responsible for reviewing and approving deliverables from the consultant to ensure that the project objectives are met. Specifically, this will include the following:

- i Shop drawing review
- ii Pay request review and approval

- iii Weekly project meetings
- iv Daily inspections
- v Construction certification

Task 1: Design / Permitting / Bidding

Task 1 includes completion of the design, permitting, and bidding processes needed through issuance of the Notice-to-Proceed. Task 1 consists of the following activities:

A. Design

1. Research and Data Gathering - Completed
2. Surveying - Completed
3. Preparation of Construction Drawings and Specifications - Completed
4. Project Management

B. Permitting

1. Processing Permits Through Required Government Agencies - Completed

C. Bidding

1. Advertising/Distribution of Bid Specifications
2. Bid Specification Addendums, as required
3. Bid Opening
4. Bid Technical/Commercial Review
5. Selection of Contractor(s)
6. Authorization of Contractor(s)
7. Insurance Requirements
8. Issuance of Notice-to-Proceed

Deliverable: One copy of the 100% Design Plans, Permits and Notice-to-Proceed for the project area.

Task 2 Construction:

Task 2 includes construction, engineering oversight, and project management of the construction activities as identified below. Approximately 30 feet of ex-filtration trenches will be included along the route where roadways pass over the culvert pipes to provide drainage for this intersection and adjacent areas within the Country Estates neighborhood. The work is expected to be completed by August 2010.

Construction

- Construction of drainage structures in accordance with approved plans, specifications and permit requirements
- Other construction activities that are directly and appropriately associated with achieving the project objectives or completing the project scope

Engineering Oversight and Project Management

- Addendums or revisions to design plans and specifications
- Site Visits
- Inspection and Testing

- Construction Observation
- Final Certification
- Project Management

Deliverable: Copy of the Construction Substantial Completion Certification for the project area

EXHIBIT "B"
PAYMENT AND DELIVERABLES SCHEDULE

Total payment by the District shall not exceed the amount of \$ 36,743 for this cooperative agreement scope. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the Town of South West Ranches within the not-to-exceed amounts specified below in accordance the Agreement. Payment by the District is further subject to receipt of quarterly progress reports from the City AC" Statement of Work requirements.

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 the DISTRICT's 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.

Task	Deliverable	Town of SW Ranches cost share	Due Date	DISTRICT Not-to Exceed Payment
Task 1: Design, Permitting and bidding	One copy of the 100% Design Plans, Permits and Notice-to-Proceed for the project area.	\$36,743	July 31, 2010	
Task 2: Exfiltration trench installation	Copy of the Construction Substantial Completion Certification for the project area		July 31, 2010	\$36,743
	Not-to Exceed Total Payment	\$36,743		\$36,743

The District shall only be obligated to pay for up to 50% of documented actual expenditures within the not-to-exceed amounts specified in the contract language. See Exhibit "A" for invoice and supporting documentation guidelines. In no event shall the District's total obligation exceed \$36,743.

The Town of South West Ranches shall provide evidence its minimum 50% cost share has been met for each invoice submitted. The subject cost share documentation will be included with each invoice and will be sent to the appropriate District project manager. Once approved, it will be forwarded to the South Florida Water Management District's Accounts Payable. Without the 50% cost match documentation the invoice will not be paid.

EXHIBIT C

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
			Not Applicable		

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
			Not Applicable		

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category
				Not Applicable		
Total Award						

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Res. 2010-038



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Fedex Ground Delivery
9612019417656210037761

April 7, 2010

Mr. Emily McCord, Project Manager
Town of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, FL 33331

Dear Mr. McCord:

Subject: Contract # 4600002044
Town of Southwest Ranches SW54th Place Drainage Improvements

Please find enclosed one (1) fully executed copy of the above referenced document.

Thank you for your efforts on behalf of the South Florida Water Management District (District). Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Rupert Giroux".

Rupert Giroux
Contract Specialist
Procurement Department
rgiroux@sfwmd.gov
(561) 682-2532
FAX: (561) 681-6275

RG/cdl

Enclosure

c: Jose Lopez - MSC 2370
Procurement/Original File