

**RESOLUTION NO. 2011 - 036**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AGREEMENT NO. 4600002367 BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, RELATING TO FINANCIAL ASSISTANCE TO CONDUCT A NURSERY BEST MANAGEMENT PRACTICES EDUCATION PROGRAM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the South Florida Water Management District ("SFWMD") desires to provide \$25,000 in financial assistance to promote the implementation of phosphorus source controls in nurseries within the Town; and

**WHEREAS**, a nursery Best Management Practices Education Program has been established by the Town; and

**WHEREAS**, this program complements a pilot project to improve flood protection and water quality within the Town; and

**WHEREAS**, the Town Council believes that entering into this Agreement is in the best interest of the health, safety, and welfare of its residents.

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

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby agrees to enter into an Agreement, in substantially the same form as that attached hereto as Exhibit "A", with the South Florida Water Management District, to conduct Nursery Best Management Practices Education.

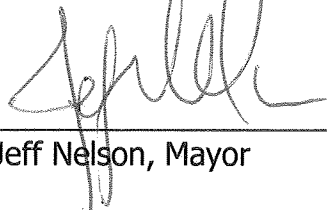
**Section 3:** The Town Council of the Town of Southwest Ranches hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 10<sup>th</sup> day of March, 2011, on a motion by Council Member McKay, seconded by Council Member Breitzkreuz.

|             |            |
|-------------|------------|
| Nelson      | <u>AYE</u> |
| Fisikelli   | <u>AYE</u> |
| Breitzkreuz | <u>AYE</u> |
| Jablonski   | <u>AYE</u> |
| McKay       | <u>AYE</u> |

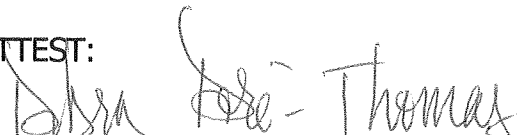
|            |          |
|------------|----------|
| Ayes       | <u>5</u> |
| Nays       | <u>0</u> |
| Absent     | <u>0</u> |
| Abstaining | <u>0</u> |



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Jeff Nelson, Mayor


ATTEST:



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Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



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Keith Poliakoff, Town Attorney  
ACTIVE: 3255388\_1



ORIGINAL

INVOICE REFERENCE NO. 950009782

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LOCAL GOVERNMENTAL AGREEMENT**

**AGREEMENT NO. 4600002367**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**TOWN OF SOUTHWEST RANCHES**

**THIS AGREEMENT** is entered into as of the MAR 15 2011 by and between the South Florida Water Management District (**DISTRICT**) and 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**, the **TOWN**, South Broward Drainage District (**SBDD**), and the Department of Agriculture and Consumer Services (**FDACS**) have been participating in a pilot project to improve flood protection and water quality within the **TOWN**; and

**WHEREAS**, the **DISTRICT** desires to provide financial assistance to the **TOWN** to conduct a Nursery Best Management Practices Education Program; 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 for development and implementation of a Nursery Best Management Practices Education Program.

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 Eight (8) Months.
3. The total **DISTRICT** contribution shall not exceed the amount of \$25,000. 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 \$25,000. 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 \$ (N/A) 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 of the **AGREEMENT**, 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

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

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**.

- (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: Carlos Adorasio, Project Manager  
 Telephone No. (561) 682-2255  
 Fax: (561) 682-5213

Attn: Lee Rickles, Project Manager  
 Telephone No. (954) 434-0008  
 Fax: (954) 434-1490

Attn: Rupert Giroux, Contract Specialist  
 Telephone No. (561) 682-2532  
 Fax: (561) 682-6275

Address:  
 6589 SW 160 Avenue  
 Southwest Ranches, FL 33331

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

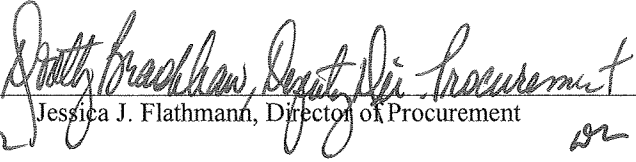
unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

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



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**

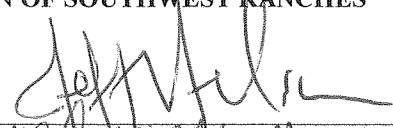
By:   
Jessica J. Flathmann, Director of Procurement

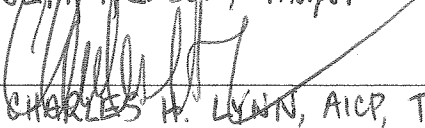
**SFWMD PROCUREMENT APPROVED**

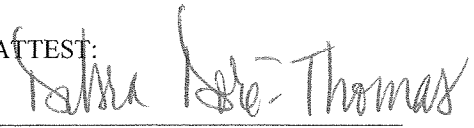
By: 

Date: 1/28/11 

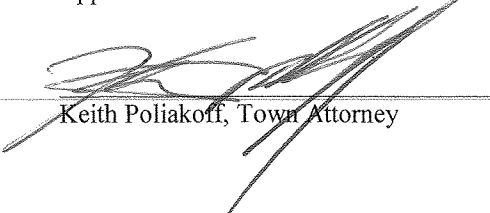
**TOWN OF SOUTHWEST RANCHES**

By:   
JEFF NELSON, Mayor

Title:   
CHARLES H. LYNN, AICP, Town Administrator

ATTEST:  
  
Debra Dore-Thomas, CMC, Town Clerk

Approved as to Form and Correctness

  
Keith Poliakoff, Town Attorney

## EXHIBIT "A"

### STATEMENT OF WORK

#### TOWN OF SOUTHWEST RANCHES NURSERY BEST MANAGEMENT PRACTICES EDUCATION PROGRAM

##### 1.0 INTRODUCTION

The long-term goal of the Everglades restoration effort is to combine source controls with basin-level and regional solutions in a system-wide approach to ensure that all waters in the Everglades Protection Area (EPA) meet applicable state water quality standards. In order to achieve this goal, the South Florida Water Management District (**DISTRICT**) has developed the Everglades Protection Area Tributary Basins Long-Term Plan for Achieving Water Quality Goals (Long-Term Plan). The Long-Term Plan for the non-ECP basins (i.e., the basins tributary to the EPA not associated with the Everglades Construction Project or ECP) proposes a combination of source control Best Management Practices (BMPs) and integration with diversion and construction activities planned as part of the Comprehensive Everglades Restoration Plan and/or other federal projects. Consistent with the Long-Term Plan, each non-ECP basin has a comprehensive water quality improvement plan which is described in Chapter 4, Volume I, of the latest South Florida Environmental Report (SFWMD 2010). The water quality improvement plans for each basin include structural and non-structural BMPs and activities, as well as the timelines for their implementation. The non-structural activities include public information and education on water conservation and water pollution prevention targeted to the general public. Activities also include information targeted more specifically to nurseries that have an impact on water quality in runoff.

The Town of Southwest Ranches (**TOWN**) is within the C-11 West Basin, which is one of the non-ECP basins, and there are a significant number of nurseries within the **TOWN**. The **DISTRICT** and the **TOWN** desire to partner in the implementation of a nursery BMP education program aimed at promoting the implementation of phosphorus source controls in these nurseries, that will result in water quality improvement, including ensuring that appropriate information is disseminated on the effective maintenance of stormwater management systems, nursery BMPs, and other pollution prevention and water conservation practices.

As part of the ongoing effort to ensure that water quality standards are met in the C-11 West Basin, the **TOWN** has executed a Memorandum of Agreement with the **DISTRICT**, the South Broward Drainage District (**SBDD**) and the Florida Department of Agriculture and Consumer Services (**FDACS**). As part of this Statement of Work, the **TOWN** will work with **FDACS** in the implementation of the nursery BMP education program.

This Statement of Work covers an eight (8) month period and the sum allocated by the **DISTRICT** is \$25,000 for Fiscal Year 2011.

## 2.0 OBJECTIVES

The objective of this Statement of Work is for the **TOWN** to implement, with assistance from **FDACS**, a nursery BMP education program to promote implementation of phosphorus source controls in nurseries within the **TOWN**. The program ensures that appropriate information is disseminated about the effective maintenance of stormwater management systems, nursery BMPs, and other pollution prevention and water conservation practices. The **DISTRICT** considers this project to be complementary and of significant benefit to its own public information and education objectives. The **DISTRICT** goal is that C-11 West Basin discharges into the EPA meet water quality standards established by the Everglades Forever Act (EFA) and the Long-Term Plan.

## 3.0 SCOPE OF WORK

The **TOWN**, with assistance from **FDACS** shall establish and implement a nursery BMP education program that shall include the following tasks:

**Task 1:** Development of a Nursery BMP Education Program Plan (Plan). At a minimum the Plan should include a list and map of all nursery properties within the **TOWN** including acreage and location, and prioritize them in order of relative phosphorus load contribution. The plan should include advertised Nursery BMP Education workshops within the **TOWN**. In addition, the Plan should include one-on-one field visits to evaluate nursery properties and disseminate information on effective maintenance of stormwater management systems, nursery BMPs, and other pollution prevention and water conservation practices. The plan shall include a schedule and minimum number of workshops, field visits and any other components to be completed by September 1, 2011. A draft Plan shall be submitted to the **DISTRICT** for review and approval within 45 days of contract execution. The **DISTRICT** shall review the draft Plan and submit comments to the **TOWN** within two weeks of receipt. The **TOWN** shall submit a final Plan within one week of receipt of **DISTRICT** comments.

**Task 2:** Implementation of the Nursery BMP Education Program Plan (Plan). The **TOWN** shall implement the Plan in accordance with the Plan's schedule and minimum number of workshops, field visits and any other components by September 1, 2011. Each month after the Plan is finalized the **TOWN** shall submit a status report to the **DISTRICT's** project manager stating the activities that occurred during the month. The status reports can be in the form of a letter or electronic mail. On September 5, 2011 the **TOWN** shall submit a summary report on the Plan implementation as a final deliverable. The summary report shall include at a minimum; summaries and attendance lists of each workshop, summary reports of each one-on-one field visit detailing findings and recommendations for each nursery visited, and any other information that describes how and when the Plan was implemented.

**EXHIBIT "B"**

**PAYMENT AND DELIVERABLE SCHEDULE**

Total payment by the **DISTRICT** shall not exceed the amount of \$25,000 for this project. All invoices shall be sent to the **DISTRICT'S** project manager and be accompanied by adequate documentation by the **TOWN** in accordance with the agreement.

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 pay the **TOWN** based on the following payment schedule:

| Task   | Deliverable  | Due Date   | <b>DISTRICT</b><br>Not-to<br>Exceed<br>Payment |
|--|--|--|--|
| Task 1:<br>Development of a<br>Nursery BMP<br>Education Program<br>Plan      | Final Nursery BMP<br>Education Program<br>Plan                             | Within 64 Days of<br>Contract<br>Execution                 | \$10,000                                       |
| Task 2:<br>Implementation of the<br>Nursery BMP<br>Education Program<br>Plan | Monthly Status Reports<br><br>Summary Report on the<br>Plan Implementation | Monthly after Plan<br>is Final<br><br>September 5,<br>2011 | \$15,000                                       |
|  |  | Not-to Exceed<br>Total Payment                             | \$25,000                                       |

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                           |                |                              |
|   |                |                   |             |  |                |                              |
|   |                |                   |             |  |                |                              |
| <b>Total Award</b>  |                |                   |             |  |                |                              |

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.

CONTRACT FORM DETAILS

R/3 Contract Number: 4600002367

Amendment  
CO/Number:

*12065*

Form Number: 700000000787

Form Completed By: SSARLEY

Created On: 01-07-2011

Project Description: Best Management Practices Education Program

Target Date: 02-01-2011

Target Amount: 25000.00

Amendment/CO: No

Contract Specialist: Rupert Giroux

CS #: 104

MRP Controller: Carlos Adoriso

MRP #: 003

Solicitation Required: No

PS Related Contract: No

GB Required: No

Date:

Contract Term: 9 Months

Alternate MRP:

Alternate CS:

*VW 104642*

Contract Line Item Information

Fiscal Year Information

Line Short Text

Mat'l Group

Fiscal Year

Amount

1: Promotion of phosphorus source controls

962-01

1: 2011

25000.00

2:  
3:  
4:  
5:

2:  
3:  
4:  
5:  
6:  
7:

Total Amount: 25000.00

Funding Information

| FY | Amount | G/L A/C | Fund | Grant |
|----|--------|---------|------|-------|
|    |        |         | 0    |       |
|    |        |         | 0    |       |
|    |        |         | 0    |       |
|    |        |         | 0    |       |
|    |        |         | 0    |       |
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# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Fedex Ground Delivery  
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**RECEIVED**

March 16, 2011

MAR 18 2011

Mr. Lee Rickles, Project Manager  
Town of Southwest Ranches  
6589 SW 160 Avenue  
Southwest Ranches, FL 33331

Dear Mr. Rickles:

**Subject: Contract # 4600002367  
Town of Southwest Ranches Nursery Best Management Practices  
Education Program**

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 cursive script, 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: Carlos Adorisio / MSC 2481  
Procurement/Original File