

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53939
(Handwritten signature)

TO

BUSHNELL, FLORIDA 33513-9402

November 18, 2010

Florida Business Interiors
940 Williston Park Point
Lake mary FL 32746

DATE _____

DEPT. Facilities Development

BY *(Handwritten signature)*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307	010-511-6506 <i>(Handwritten circled P)</i>	1	Furniture package for The Villages Sumter County Service Center In Accordance with RFP 169-0-2010/AT Original purchase order 53929 was encumbered in 09/10 but has been liquidated. This purchase order is to cover the expense which will now be incurred in 10/11 Budget year.	214,952.06	214,952.06
TERMS:				TOTAL	214,952.06

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

NOTE: ONLY ORIGINAL INVOICES WILL BE CONSIDERED FOR PAYMENT

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:
BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: _____ OFFICER OR DEPT. HEAD
DATE: _____
1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Item	Previe	✓	🔔	🔗	Mfg	Cat	Part Number	Part Description	Qty	Sell	Ext Sell
1		✓			HAW	HAS	Z831-1042	LOOK,MID-BACK,SYNCHRO, ARMLESS,HARD ... () STANDARD VERSION ,IC- CHR FAB - ICON ~ UNDECIDED COLOR ,TR- SURFACE 2 00F BLACK	49	\$ 231.41	\$ 11,339.09
2		✓			HAW	HAE	M600-2200	4-LEG STACKER,NO ARMS,UPHL OUTER () STANDARD VERSION ,IC- CHR FAB - ICON ~ UNDECIDED COLOR ,TR- SURFACE 2 ~ UNDECIDED COLOR	49	\$ 150.48	\$ 7,373.52
3		✓			HAW	HAE	M600-2100	4-LEG STACKER,NO ARMS,POLY OUTER () STANDARD VERSION ,IC- CHR FAB - ICON ~ UNDECIDED COLOR ,TR- SURFACE 2 ~ UNDECIDED COLOR	10	\$ 131.09	\$ 1,310.90
4		✓			HAW	HAE	M600-8100	STOOL,NO ARMS,POLY OUTER () STANDARD VERSION ,IC- CHR FAB - ICON ~ UNDECIDED COLOR ,TR- SURFACE 2 ~ UNDECIDED COLOR	4	\$ 236.35	\$ 945.40
5			🔔		LDF	LDF	WELLSPRIN G	TEAK OUTDOOR CHAIR/ARMLESS	8	\$ 379.00	\$ 3,032.00
6		✓			HAW	HAS	Z831-1442	LOOK,MID-BACK,SYNCHRO, FIXED ARM,HARD ... () STANDARD VERSION ,IC- CHR FAB - ICON ~ UNDECIDED COLOR ,TR- SURFACE 2 00F BLACK	18	\$ 259.33	\$ 4,667.94
7			🔔		TES C	TES C	108-18	TESCO WOOD CHAIR,ARMLESS,UNUPH... ... Skipped Option	48	\$ 148.24	\$ 7,115.52
8			🔔		CBF	CBF	676-1	KANVAS LOUNGE CHAIR, WOOD LEGS ... Skipped Option 3 GRADE 1 TEXTILES ... Skipped Option	12	\$ 580.00	\$ 6,960.00
9			😞		FIX	FSF	45013	Bola for Children Thermoplastic 13" Seat Heig... BG Standard Ball Glide Selection ... Skipped Option ... Skipped Option ... Skipped Option	12	\$ 94.20	\$ 1,130.40

Item	Previe	✓	👉	🔍	Mfg	Cat	Part Number	Part Description	Qty	Sell	Ext Sell
10		✓	👉		FIX	FSF	45011	Bola for Children Thermoplastic 10" Seat Heig...	14	\$ 88.64	\$ 1,240.96
							BG	Standard Ball Glide Selection			
							...	Skipped Option			
							...	Skipped Option			
							...	Skipped Option			
11					SIT	SIT	9511	Volley with Four Legged Frame, Black, Armless	6	\$ 187.15	\$ 1,122.90
							~	No Selection			
							G15	Floor Saver Glide			
							~	No Ganging Bracket			
							~	No Selection			
							S2	Extended stool kit			
12		✓			SIT	SIT	9511	Volley with Four Legged Frame, Black, Armless	8	\$ 119.70	\$ 957.60
							~	No Selection			
							G15	Floor Saver Glide			
							~	No Ganging Bracket			
							~	No Selection			
13					LDF	LDF	WELLSPRIN G	TEAK OUTDOOR W/ARMS	6	\$ 420.00	\$ 2,520.00
14		✓			SIT	SIT	9511	Volley with Four Legged Frame, Black, Armless	4	\$ 119.70	\$ 478.80
							~	No Selection			
							G15	Floor Saver Glide			
							~	No Ganging Bracket			
							~	No Selection			
sub								Chairs			\$ 50,195.03
15					FOF	FOF	11-M9642RT	96X42 RECTANGULAR CONFERENCE TOP - ...	2	\$ 385.18	\$ 770.36
							...	Skipped Option			
							QR	NO CUTOUT			
16					FOF	FOF	11-M21PB	21X2-1/16 PANEL BASE - QUEST LAMINATE	4	\$ 89.54	\$ 358.16
							...	Skipped Option			
17					FOF	FOF	11-M12048R	120X48 RECTANGULAR CONFERENCE TOP - ...	1	\$ 535.64	\$ 535.64
							T	Skipped Option			
							...	Skipped Option			
							...	Skipped Option			
18					FOF	FOF	11-M24PB	24X2-1/16 PANEL BASE - QUEST LAMINATE	2	\$ 89.54	\$ 179.08
							...	Skipped Option			
19					CBF	CBF	810L-20RD	"O" OCCASIONAL TABLE,20"CYLINDER	8	\$ 350.00	\$ 2,800.00
20					FOF	FOF	AKSC7224R	Applause 72x24 Rectangular Top for Static Center Colum...	12	\$ 107.13	\$ 1,285.56
							...	Skipped Option			
							...	Skipped Option			
							...	Skipped Option			
							...	Skipped Option			
							...	Skipped Option			
21					FOF	FOF	L2C	Applause Orb Leg Base with 2" Columns - Set of 4	18	\$ 137.80	\$ 2,480.40
							...	Skipped Option			
							A4F	GLIDES			

Item	Previe	✓	🔒	↔	Mfg	Cat	Part Number	Part Description	Qty	Sell	Ext Sell
22		🙄			FOF	FOF	AKS42S	Applause 41.5" Square Top for X Base ... Skipped Option ... Skipped Option	1	\$ 107.94	\$ 107.94
23		🙄			FOF	FOF	L2C	Applause Orb Leg Base with 2" Columns - Set of 4 ... Skipped Option ... Skipped Option	1	\$ 137.80	\$ 137.80
24		🙄			FOF	FOF	AKS36S	Applause 36" Square Top for X Base ... Skipped Option ... Skipped Option	3	\$ 93.22	\$ 279.66
25		🙄			FOF	FOF	L2C	Applause Orb Leg Base with 2" Columns - Set of 4 ... Skipped Option ... Skipped Option	3	\$ 137.80	\$ 413.40
26		🌐			LDF	LDF	WELLSPRING	48" RD TEAK OUTDOOR	4	\$ 960.00	\$ 3,840.00
27		👤			TES C	TES C		TESCO STUDY TABLE,RECT,42Dx72W,OAK /PSTR /29 /NG ... Standard ... Skipped Option	6	\$ 389.77	\$ 2,338.62
28		🙄			FOF	FOS	LT01-36MT	36" DIA. MAGAZINE TABLE, SCALE ... Skipped Option	4	\$ 547.09	\$ 2,188.36
29		🙄			FIX	FFT	45310L	Bola for Children Square Table 21"H 30" x 30" ... Skipped Option ... (BT) ... Skipped Option ... Skipped Option ... Skipped Option	6	\$ 197.83	\$ 1,186.98
30		🙄			FIX	FFT	45308L	Bola for Children Round Table 18"H 30" Diameter ... Skipped Option ... Skipped Option ... Skipped Option	2	\$ 192.69	\$ 385.38
31		🙄			FIX	FFT	45300L	Bola for Children Round Table 21"H 30" Diameter ... Skipped Option ... Skipped Option ... Skipped Option	3	\$ 196.97	\$ 590.91
32		🙄			FOF	FOF	AKS36R	Applause 36" Round Top for X Base ... Skipped Option ... Skipped Option	3	\$ 94.04	\$ 282.12
33		🙄			FOF	FOF	L2C	Applause Orb Leg Base with 2" Columns - Set of 4 ... Skipped Option ... Skipped Option	3	\$ 137.80	\$ 413.40

Item	Previe	✓	👉	🔍	Mfg	Cat	Part Number	Part Description	Qty	Sell	Ext Sell
34		✓	👉		FOF	FOF	AKS42S	Applause 41.5" Square Top for X Base ... Skipped Option ... Skipped Option	4	\$ 107.94	\$ 431.76
35		✓	👉		FOF	FOF	L2C	Applause Orb Leg Base with 2" Columns - Set of 4 ... Skipped Option ... Skipped Option	4	\$ 137.80	\$ 551.20
36			👉		LDF	LDF	WELLSPRIN G	TEAK END TABLE OUTDOOR	2	\$ 289.00	\$ 578.00
sub								Tables			\$ 22,134.73
37		✓			HAW	HDC	SLSE-SQB1- 8P (8P) ,IC- ~ ,TR- ~	SE04,BENCH,SMALL (SINGLE),SQUARE FABRIC,POWDERCOAT CHR FAB - ICON UNDECIDED COLOR SURFACE 2 UNDECIDED COLOR	8	\$ 440.00	\$ 3,520.00
38		✓			JSC	JGC	323A ~ ~	AMERICANA, BENCH 72"W ALL WOOD ... No Selection No Selection	1	\$ 748.00	\$ 748.00
39			👉		LDF	LDF	WELLSPRIN G	TEAK exterior bench	2	\$ 1,100.00	\$ 2,200.00
40			👉		GAY	GAY	WB0290	library childrens bench	1	\$ 448.00	\$ 448.00
41			👉		GAY	GAY	WD32100	childrens book display	4	\$ 90.00	\$ 360.00
42			👉		GAY	GAY	WW-MAR36 24-85	childrens book display	3	\$ 586.00	\$ 1,758.00
43			👉		GAY	GAY	WD74400	childrens book display	2	\$ 316.00	\$ 632.00
44			👉		TES C	TES C	4375 ...	ROLLING BOOK CART,14Dx36Wx42"H,OAK 2 SLOPED SHELVES	6	\$ 565.88	\$ 3,395.28
45			👉		GAY	GAY	WD13801	STORAGE UNIT W/12 CLEAR BINS	1	\$ 192.00	\$ 192.00
46			👉		GAY	GAY	WB4230	MOBILE BOOKCASE	3	\$ 353.00	\$ 1,059.00
sub								Miscellaneous			\$ 14,312.28
47			👉		TES C	TES C		66"H METAL SHELVING SNGL FACE,12Dx36"W,	14	\$ 200.41	\$ 2,805.74
48			👉		TES C	TES C		66"H METAL SHELVING-DBL ...	27	\$ 279.80	\$ 7,554.60

Item	Previe	✓	👉	↔	Mfg	Cat	Part Number	Part Description	Qty	Sell	Ext Sell
49					TES C	TES C		84"H METAL SHELIVING -SNGL FACE,9Dx36"W	13	\$ 197.30	\$ 2,564.90
50					TES C	TES C		84"H METAL SHELIVING -DBL FACE,9Dx36"W	2	\$ 377.27	\$ 754.54
51					TES C	TES C		84"H METAL SHELIVING -SNGL FACE,x36"W	3	\$ 213.64	\$ 640.92
52					TES C	TES C		66"H METAL SHELIVING -DBL FACE,x36"W	8	\$ 487.22	\$ 3,897.76
53					TES C	TES C		66"H METAL SHELVIN-DBL FACE,x36"W	10	\$ 425.23	\$ 4,252.30
54					TES C	TES C		66"H METAL SHELVIing-DBL FACE,36"W	6	\$ 244.32	\$ 1,465.92
55					TES C	TES C		84"H METAL SHELVI-DBL FACE,x36"W	85	\$ 318.94	\$ 27,109.90
56					TES C	TES C		36"H METAL SHELIVING -SNGL FACEx36"W	3	\$ 97.35	\$ 292.05

Item	Preview	✓	👉	✎	Mfg	Cat	Part Number	Part Description	Qty	Sell	Ext Sell
57		👉			TES C	TES C		84"H METAL SHELVING -SNGL FACE,x36"W,	5	\$ 349.55	\$ 1,747.75
58		👉			TES C	TES C		66"H METAL SHELVING -DBL FACE,x36"W	10	\$ 279.09	\$ 2,790.90
							...				
59		👉			TES C	TES C		84"H METAL SHELVING -DBL FACE,x36"W	15	\$ 320.68	\$ 4,810.20
							...				
60		👉			TES C	TES C		84"H METAL SHELVING -SNGL FACE,x36"W	7	\$ 186.69	\$ 1,306.83
							...				
sub								Subtotal			\$ 61,994.31
61		👉			TES C	TES C	lumber core	wood veneer end panels	118	\$ 126.82	\$ 14,964.76
62		👉			TES C	TES C	SLATWALL- 8424	wood veneer slat end panels	9	\$ 259.00	\$ 2,331.00
63		👉			TES C	TES C	cntps	canopy top	67	\$ 102.97	\$ 6,898.99
64		👉			TES C	TES C	paperback shelving	paperback shelving	25	\$ 36.36	\$ 909.00
65		👉			TES C	TES C	BKSPT	book support	1000	\$ 10.00	\$ 10,000.00
sub								Bookcases			\$ 35,103.75
66		👉			SIT	SIT	5623YB1	Focus Task, Mesh Back, Enhanced Synchro Cntrl, ...	2	\$ 178.20	\$ 356.40
							...	Skipped Option			
							FABRIC	Fabric Grade Selections			
							26-GRD1	Fabric Grade 1			
							...	Skipped Option			
							...	Skipped Option			
							~	No Heavy Duty Upgrade			
							~	No Selection			
							C5	Std Carpet Casters			
							~	No Seat Depth Adjustment U...			
							~	No Selection			
sub								Extra Chairs			\$ 356.40
67		👉						community freight	1	\$ 200.00	\$ 200.00

Item	Previe	✓	🔒	↕	Mfg	Cat	Part Number	Part Description	Qty	Sell	Ext Sell
68		✓						GAYLORD FREIGHT	1	\$ 1,500.00	\$ 1,500.00
69		✓						TESCO FREIGHT	1	\$ 2,888.89	\$ 2,888.89
70		✓						LANDSCAPEFORMS FREIGHT	1	\$ 1,266.67	\$ 1,266.67
sub								Freight			\$ 5,855.56
71		✓						Shelving Delivery & Installation	1	\$ 16,000.00	\$ 16,000.00
72		✓						Delivery & Installation	1	\$ 9,000.00	\$ 9,000.00
sub								Delivery & Installation			\$ 25,000.00
								Grand Total			\$ 214,952.06

*Sandee - Please sign
Karen Please process P.O.*

Fitzpatrick, Annette

From: Arnold, Bradley
Sent: Thursday, November 18, 2010 8:54 AM
To: Fitzpatrick, Annette
Subject: RE: FY 09-10 Liquidated PO's
Process a new PO

From: Fitzpatrick, Annette
Sent: Thursday, November 18, 2010 8:52 AM
To: Parker, Karen; Arnold, Bradley
Cc: Conway, Doug
Subject: FW: FY 09-10 Liquidated PO's

The purchase order to Florida Business Interiors for the furniture package at the Service Center issued and Board approved in September has been liquidated by Finance. The purchase order was for \$214,952.06. This purchase order number was left off the list of purchase orders to keep open from one budget year to the next. Bradley, Finance has indicated to me that they will pay the invoice but indicate that you may want us to process a new PO so the money will be encumbered for 10-11. Please advise.

*Annette Fitzpatrick
Staff Assistant to Doug Conway
Sumter County FL BOCC
Facilities Development and Maintenance
352-569-6093*

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54093

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

City of Coleman
3502 East Warm Springs Avenue
Coleman, FL 33521

DATE December 6, 2010
DEPT. Other Governmental Services
BY *[Signature]*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001	412-554-8110	<i>[Handwritten mark]</i>	Community Redevelopment Area Payments FY 2010/11 for Tax Year 2009 Coleman Base Year 2002	31,725.00	31,725.00
<i>Invoice is attached</i>					
TERMS:				TOTAL	

BOARD OF SUMTER COUNTY COMMISSIONERS 31,725.00

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

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THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: *[Signature]* OFFICER OR DEPT. HEAD DATE: 12-7-10

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Board of Sumter County Commissioners
Community Redevelopment Area Payments
FY2010/11 for Tax Year 2009

ORIGINAL

 **received**
12/6/10

Per BOCC DR-420TIF

	<u>Base Year</u>	<u>Base Year Taxable Value</u>	<u>2009 Taxable Value</u>	<u>Increment Value</u>	<u>Percentage Base</u>	<u>Taxable Value for Payment Calc</u>	<u>Millage Rate</u>	<u>Payment Due Per BOCC</u>
Coleman	2002	\$ 6,258,735	\$ 11,531,036	\$ 5,272,301	95%	\$ 5,008,686	6.3340	\$ 31,725

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54094

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

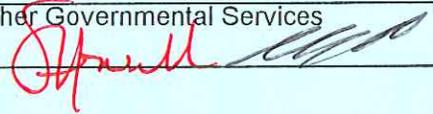
┌

City of Wildwood
100 North Main Street
Wildwood, FL 34785

└

┌ **DATE** December 6, 2010 _____

DEPT. Other Governmental Services _____

└ **BY**  _____

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001	412-554-8103		Community Redevelopment Area Payments FY 2010/11 for Tax Year 2009 Wildwood 1 Base Year 1996	119,957.00	119,957.00
<i>Invoice is attached.</i>					
TERMS:				TOTAL	

BOARD OF SUMTER COUNTY COMMISSIONERS 119,957.00

DELIVER TO: _____

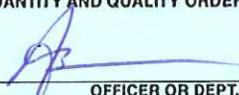
AUTHORIZED BY: _____

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ORIGINAL

received
 12/6/10

Per BOCC DR-420TIF								
	<u>Base Year</u>	<u>Base Year Taxable Value</u>	<u>2009 Taxable Value</u>	<u>Increment Value</u>	<u>Percentage Base</u>	<u>Taxable Value for Payment Calc</u>	<u>Millage Rate</u>	<u>Payment Due Per BOCC</u>
Wildwood 1	1996	\$ 14,736,563	\$ 34,671,998	\$ 19,935,435	95%	\$ 18,938,663	6.3340	\$ 119,957 *
Wildwood 2	2006	\$ 60,346,532	\$ 59,938,983	\$ -	95%	\$ -	6.3340	\$ -
		<u>100,095,201</u>	<u>125,541,974</u>	<u>25,854,322</u>		<u>24,561,606</u>		<u>155,573</u>

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54548

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Southwest Florida Water Management Dist
2379 Broad Street
Brooksville, FL 34604-6899

DATE 11/17/10
DEPT. Road and Bridge
BY [Signature] BSA

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
131	397-538-3415	1	Big Prairie and Gant Lake Watershed Management Plan SWFWMD Agreement No. 2007REV0040 State Financial Assistance Agreement DEP Agreement No. LP6785	\$400,750.00	\$400,750.00
<p>The below signature, certifying the above goods were received, only pertains to work completed on invoice # _____, attached.</p>				TOTAL	\$400,750.00

TERMS:

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

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ACCOUNT

Acct No: 131-397-538-3415 BIG PRAIRIE-GANT LAKE WATERSHE
 Fiscal Yr: 2011 Acct Type: X Normal Bal: DB NOTES

MONTHLY INFORMATION

MONTH	ACTUALS	ENCUMBRANCE	BUDGET	BGT ADJ	STATS
OCT	.00	.00	400,750	.00	.00
NOV	.00	.00	0	.00	.00
DEC	.00	.00	0	.00	.00
JAN	.00	.00	0	.00	.00
FEB	.00	.00	0	.00	.00
MAR	.00	.00	0	.00	.00
APR	.00	.00	0	.00	.00
MAY	.00	.00	0	.00	.00
JUN	.00	.00	0	.00	.00
JUL	.00	.00	0	.00	.00
AUG	.00	.00	0	.00	.00
SEP	.00	.00	0	.00	.00

TOTALS

CURRENT MO: 9	YEAR-TO-DATE	FISCAL YEAR
RE-ENC AMOUNT:		
BUDGET AMOUNT:	400,750.00	400,750.00
BUDGET ADJUST:	.00	.00
REVISED BUDGET:	400,750.00	400,750.00
TOTAL EXPENSES:	.00	.00
OUTSTAND ENCUMB:	.00	.00
PRE-ENCUMBRANCE:		
AVAIL BUDGET:	400,750.00	400,750.00
STATISTICS:	.00	.00

STATE FINANCIAL ASSISTANCE AGREEMENT
SUMTER COUNTY
DEP AGREEMENT NO. LP6785

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1821 OF THE 2006 - 2007 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and SUMTER COUNTY, whose address is 319 East Anderson Avenue, Bushnell, Florida, 33513, (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Sumter County Stormwater project.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than January 31, 2009, inclusive. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$500,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$500,000 toward the project described in Attachment A. If the Grantee finds, after receipt of competitive bids, that the work described in Attachment A cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in Attachment A to provide for the work that can be accomplished for the funding identified above.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Disbursement Request Package (provided as Attachment B). In addition to the disbursement form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with travel limits established in Section 112.061, Florida Statutes. The Disbursement Request Package must include:
 - * (1) A completed Disbursement Request Form signed by the Grantee's ^{Mr. Arnold} Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. If payment is based on an authorized advance for incurred costs, invoices reflecting such costs must be included. After receipt of advance funds the Grantee shall provide proof of payment to the Department within 30 days receipt of advance funds. If payment is based on reimbursement, proof of payment of the invoices is required; and
 - (2) A certification signed by the Grantee's ^{Mr. Arnold} Grant Manager, as to the current estimated cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds

received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments; and

* (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and

* (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

D. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. Progress Reports (Attachment C) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and Attachment E) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department (see paragraph 15). Progress reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "progress reports" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. A. The Grantee shall comply with the applicable provisions contained in Attachment D (Special Audit Requirements), attached hereto and incorporated herein by reference. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment, which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment D, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<http://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

10. A. The Grantee shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
11. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
12. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

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13. The Department's Grant Manager for this Agreement is identified below.

Tommy Williams (Grant Manager)

Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: 850-245-8358
Fax: 850-245-8411
Email: thomas.e.williams@dep.state.fl.us

14. The Grantee's Grant Manager for this Agreement is identified below.

Mr. Tommy Hurst
Sumter County
319 East Anderson Avenue
Bushnell, Florida 33513
Phone: 352-793-0240
Fax: 352-793-0247
Email: Tommy.Hurst@sumtercountyfl.gov

15. In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Grantee and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds which has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Grantee shall be responsible for submitting the information requested in the Interest Earned Memorandum (Attachment E) and the Advance Payment Justification Form (Attachment F) to the Department's Grant Manager quarterly. This information shall be requested by the Grant Manager and submitted by the Grantee on a quarterly basis in conjunction with the invoice/reporting requirements established in paragraphs 3 and 5.

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
19. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
20. The Department may at any time, by written order designated to be a change order, make any change in the Project Work Plan within the general scope of this Agreement (e.g., specifications, task timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
21.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. Land acquisition is not authorized under the terms of this Agreement.
23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

SUMTER COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *S. Arnell*
County Administrator

By: *Mimi Drew*
Director
Division of Water Resource Management

Date: 11.28.06

Date: DEC - 7 2006

FEID No.: 59-6000865

Tony Wilcox
Grant Manager

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (2 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Progress Report Form (2 Pages)
Attachment	D	Special Audit Requirements (5 Pages)
Attachment	E	Advance Payment - Interest Earned Memorandum (1 Page)
Attachment	F	Advance Payment Justification Form (3 Pages)

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
SUMTER COUNTY
FOR
BIG PRAIRIE AND GANT LAKE WATERSHED MANAGEMENT PLANS (L787)

THIS COOPERATIVE FUNDING AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, for itself, hereinafter referred to as the "DISTRICT," and SUMTER COUNTY, a political subdivision of the State of Florida, whose address is 209 North Florida Street, Bushnell, Florida 33513, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of performing the Topographic Information, Watershed Evaluation and Watershed Management Plan elements of the DISTRICT'S Watershed Management Program to the "Southwest Florida Water Management District's Watershed Management Program, Guidelines and Specifications", latest edition, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the PROJECT worthwhile and desires to assist the COUNTY in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COUNTY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, to the parties' addresses as set forth below:

Project Manager for the DISTRICT:
Gene Altman, PE
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Project Manager for the COUNTY:
William F. (Bill) Stevens, Jr., PE
Sumter County Public Works Department
319 East Anderson Avenue
Bushnell, Florida 33513

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Department Director, or Deputy Executive Director if the Department Director is the Project Manager. The DISTRICT'S Project Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in Paragraph 4, Contract Period.
- 1.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the Project Budget contained in the Scope of Work set forth in Exhibit "B" or, if applicable, the refined budget as set forth in Paragraph 3.1 below. The adjustment must be in writing, explain the reason for the adjustment, and be signed by the Project Manager, his or her Department Director and Deputy Executive Director. The DISTRICT'S Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed amount set forth in the funding section of this Agreement.
2. SCOPE OF WORK. The DISTRICT will perform the services necessary to complete the PROJECT in accordance with the Special Project Terms and Conditions set forth in Exhibit "A" and the Scope of Work set forth in Exhibit "B." Any changes to this Scope of Work and associated costs, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COUNTY prior to being performed by the DISTRICT, subject to the provisions of Paragraph 3, Funding. The DISTRICT will be responsible for managing the PROJECT, including the hiring and supervising of any consultants it engages in order to complete the PROJECT.
3. FUNDING. The parties anticipate that the total cost of the PROJECT will be Seven Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$733,333). The DISTRICT agrees to fund PROJECT costs up to Two Hundred Fifty-Six Thousand Eight Hundred Seventy-Four Dollars (\$256,874). The COUNTY agrees to fund PROJECT costs up to Four Hundred Seventy-Six Thousand Four Hundred Fifty-Nine Dollars (\$476,459). The COUNTY expects to receive \$366,667 in Community Issue Budget Request (CIBR) funds from the State of Florida which will be used to partly offset the COUNTY funding requirement. In the event that the total cost of the PROJECT exceeds \$733,333, the DISTRICT and COUNTY by mutual agreement, may provide additional funding or reduce the PROJECT scope. The DISTRICT will be the lead party to this Agreement and pay PROJECT costs prior to requesting reimbursement from the COUNTY.
 - 3.1 The COUNTY will reimburse the DISTRICT for the COUNTY'S share of the PROJECT costs in accordance with the Project Budget contained in the Scope of

Work set forth in Exhibit "B." The DISTRICT may contract with a consultant(s) in accordance with the Special Project Terms and Conditions set forth in Exhibit "A." The budget amounts for the work set forth in such contract(s) will refine the amounts set forth in the Project Budget and be incorporated herein by reference. The COUNTY will reimburse the DISTRICT for all allowable costs in each COUNTY approved invoice received from the DISTRICT up to the maximum DISTRICT contribution, as set forth above, of Two Hundred Fifty-Six Thousand Eight Hundred Seventy-Four Dollars (\$256,874). At no point in time will the DISTRICT'S expenditure amount under this Agreement exceed expenditures made by the COUNTY. Payment will be made to the DISTRICT in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of an invoice, with the appropriate support documentation, which will be submitted to the COUNTY at the following address:

William F. (Bill) Stevens, Jr., PE
Public Works Department
319 East Anderson Avenue
Bushnell, Florida 33513

- 3.2 The PROJECT Budget includes any travel expenses which may be authorized under this Agreement and reimbursement will be paid in accordance with Section 112.061, F.S., as may be amended from time to time.
- 3.3 The DISTRICT will not use any COUNTY funds for any purposes not specifically identified in the above Scope of Work.
- 3.4 Each DISTRICT invoice must include the following certification, and the DISTRICT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the DISTRICT'S matching funds, as represented in this invoice, are directly related to the performance under the Big Prairie and Gant Lake Watershed Management Plans (L787) agreement between the Southwest Florida Water Management District and Sumter County (Agreement No. 2007REV0040), are allowable, allocable, properly documented, and are in accordance with the approved project budget."
- 3.5 The COUNTY hereby recognizes and agrees that DISTRICT funding of the PROJECT will be over two (2) Fiscal Years, 2007 and 2008, and is conditioned upon the inclusion, funding, and approval of the PROJECT in the DISTRICT'S annual budgets. The DISTRICT has approved Two Hundred Twenty Thousand Six Hundred Twenty-Four Dollars (\$220,624) in Fiscal Year 2007 for the PROJECT and the remaining funds, up to the DISTRICT'S funding commitment, are anticipated to be available in Fiscal Year 2008.

4. CONTRACT PERIOD. This Agreement will be effective upon execution, by all parties and will remain in effect through September 30, 2011, unless terminated, pursuant to Paragraph 9 below, or for cause, or as amended in writing by the parties.
5. PROJECT RECORDS AND DOCUMENTS. Each party, upon request, will permit the other party to examine or audit all PROJECT related records and documents during or following completion of the PROJECT. Each party will maintain all such records and documents for at least three (3) years following completion of the PROJECT. All records and documents generated or received by either party in relation to the PROJECT are subject to the Public Records Act, Chapter 119, F.S.
6. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT.
7. REPORTS. The DISTRICT will provide the COUNTY with copies of any and all reports, models, studies, maps or other documents resulting from the PROJECT.
8. LIABILITY. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity under Section 768.28, F.S. or extend either party's liability beyond the limits established in Section 768.28, F.S.
9. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement. To initiate termination, the terminating party must provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate.
10. RELEASE OF INFORMATION. The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notice or copies to the other party. This provision will not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

11. RECOGNITION. The DISTRICT will recognize COUNTY funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition will be subject to COUNTY approval.
12. LAW COMPLIANCE. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement.
13. COMPLIANCE WITH DISTRICT RULES & REGULATIONS. If the PROJECT involves design services, the DISTRICT'S consultants, regulation, and projects staff will meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations.
14. ASSIGNMENT. No party may assign any of its rights under this Agreement, including any operation or maintenance duties related to the PROJECT, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party. In the event of any purported assignment of rights in violation of this section, the parties agree that this Agreement shall terminate and is void.
15. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
16. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the DISTRICT is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
17. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
18. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to Exhibit "B."

Exhibit "A" Special Project Terms and Conditions
Exhibit "B" Scope of Work

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: DL Moore 8-17-07
David L. Moore, Executive Director Date
Richard S. Lane 8-17-07

SUMTER COUNTY

By: ME Francis 8-14-07
Michael E. Francis, Chairman Date
Board of County Commissioners

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
SUMTER COUNTY
FOR
BIG PRAIRIE AND GANT LAKE WATERSHED MANAGEMENT PLANS (L787)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	MBM	7/16/07
RISK MGMT	N/A	
CONTRACTS	MS	7/19/07
RM DEPT DIR	MS	7/24/07
DEPUTY EXEC DIR	DL	7-26-07
GOVERNING BOARD	N/A	

EXHIBIT "A"
SPECIAL PROJECT TERMS AND CONDITIONS

1. CONTRACTING WITH CONSULTANT. The DISTRICT will engage the services of one of the firms that responded to the DISTRICT'S Request for Proposal (RFP) 006-06 and have been found responsive and qualified by the DISTRICT, hereinafter referred to as the "CONSULTANT," to conduct the PROJECT in accordance with the Scope of Work attached as Exhibit "B." The DISTRICT will be responsible for administering the contract with the CONSULTANT and will give notice to proceed to the CONSULTANT no later than six (6) months from the execution of the Agreement.
2. APPROVAL OF CONTRACT. The DISTRICT must obtain the COUNTY'S prior written approval of all contracts entered into with its CONSULTANTS as referenced above in item number one of this exhibit. The COUNTY will not unreasonably withhold its approval.
3. APPROVAL OF CONTRACT DELIVERABLES. The DISTRICT will obtain the COUNTY'S approval of all CONSULTANT deliverables submitted according to the Scope of Work. The COUNTY will have three weeks from receipt of deliverables to make such approvals. The COUNTY will not unreasonably withhold its approval.
4. COMPLETION DATES. The DISTRICT will complete the PROJECT within 48 months of the Notice to Proceed to the CONSULTANT.

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EXHIBIT "B"
SCOPE OF WORK

1.0 PROJECT DESCRIPTION

This PROJECT is for the Big Prairie and Gant Lake Watersheds that cover an area of approximately 67 square miles in the COUNTY. The PROJECT consists of the development of a digital terrain model, a Watershed Evaluation and a Watershed Management Plan (Plan). The Watershed Evaluation includes an inventory of existing watershed features, an inventory of hydrologic and hydraulic features, identification of surveys, preliminary junction/reach GIS database development, and surface water resource evaluation. The Watershed Management Plan includes surveys, watershed parameterization, watershed model development and verification, floodplain analysis, level of service determination, surface water resource assessment, and Best Management Practice (BMP) alternative analysis. The Plan will also address flood protection and water quality issues. The alternative analysis will include the formulation of BMPs and the development of a BMP implementation plan with prioritized recommendations and probable costs for implementation of selected BMPs.

1.1 PROJECT TASKS

The following PROJECT Tasks outlines the elements and associated tasks and deliverables that may be included in a Work Order as part of this Watershed Management Plan. CONSULTANT will perform the required professional services in accordance with the latest version of the "Southwest Florida Water Management District's Watershed Management Program Guidelines and Specifications" (G&S), incorporated herein by reference. Elements and tasks not included, and elements and tasks to be updated from existing information will be specifically noted.

1.1.1 Project development

- 1.1.1.1 Project issues and approach outline;
- 1.1.1.2 Project timeline, and staff allocation and cost spreadsheet; and
- 1.1.1.3 Project communication and quality assurance plan.

1.1.2 Digital Topographic Information is the generation of Digital Terrain Model(s) (DTM) of the watershed. Digital Topographic Information will include, but is not limited to, the following:

- 1.1.2.1 Horizontal and vertical datum establishment;
- 1.1.2.2 Collection of existing topographic information and generation of topographic feature classes necessary for building a DTM of the watershed;

- 1.1.2.3 Datum conversion;
 - 1.1.2.4 Identification of topographic voids;
 - 1.1.2.5 Acquisition of topographic information using aerial methods or other approved methods;
 - 1.1.2.6 Triangulated Irregular Network (TIN) and Digital Elevation Model (DEM) for Watershed Evaluation processing;
 - 1.1.2.7 Project management and quality control; and
 - 1.1.2.8 Final approved deliverables for Digital Topographic Information.
- 1.1.3 Watershed Evaluation is the systematic acquisition of generic watershed features and their assessment to gain an understanding of the complexity of a watershed. It consists of tasks related to the creation of a Geographic Information System (GIS) database and associated analyses for developing information about watershed features. The Watershed Evaluation will include, but is not limited to, the following:
- 1.1.3.1 Generic watershed feature assembly, evaluation, and processing from existing data sources;
 - 1.1.3.2 Field data acquisition approach to refine DTM and hydraulic features (locations, methods, and accuracy);
 - 1.1.3.3 Public notification;
 - 1.1.3.4 Field reconnaissance and acquisition of additional spatial (xyz) information and attributes for DTM and hydraulic feature refinement;
 - 1.1.3.5 TIN and DEM refinement based on added information from desktop evaluation and field reconnaissance;
 - 1.1.3.6 Generic hydrologic features;
 - 1.1.3.7 Generic hydraulic features;
 - 1.1.3.8 Surface water resource assessment analysis approach;
 - 1.1.3.9 Project management and quality control; and
 - 1.1.3.10 Final approved deliverables for the Watershed Evaluation.
- 1.1.4 Watershed Management Plan development consists of several tasks related to the management of surface water resources. The Watershed Management Plan will include, but is not limited to, the following:
- 1.1.4.1 Refined generic and semi-generic geodatabase, and parameterization for specific use geodatabase or database;
 - 1.1.4.2 Watershed computer simulation model development and verification;
 - 1.1.4.3 Floodplain analysis and delineation;
 - 1.1.4.4 Public notification, public meeting and 90 day review and comment period;
 - 1.1.4.5 Revised floodplain analysis and delineation based on public comment and review;
 - 1.1.4.6 Level of service determination;
 - 1.1.4.7 Digital Flood Insurance Rate Maps (DFIRM) generation (Not Included);

- 1.1.4.8 Surface water resource assessment;
- 1.1.4.9 Best Management Practices (BMP) alternative analysis;
- 1.1.4.10 Project management and quality control;
- 1.1.4.11 Final approved deliverables for Watershed Management Plan; and
- 1.1.4.12 Permit Coordination for Selected BMP(s).

1.2 PERFORMANCE SCHEDULE

PROJECT tasks are to be accomplished according to the following schedule. The following elements will be completed within the number of months indicated below commencing from the date the DISTRICT issues a notice to proceed to the CONSULTANT. The DISTRICT has up to six (6) months from the execution of the Agreement to issue a notice to proceed to the CONSULTANT.

TASK DESCRIPTION	MONTHS FROM NOTICE TO PROCEED
1.1.1 Project Development	3
1.1.2 Digital Topographic Information	6
1.1.3 Watershed Evaluation	12
1.1.4 Watershed Management Plan	42
Agreement Termination	September 30, 2011

1.3 PROJECT BUDGET

PROJECT tasks are to be accomplished according to the following budget:

TASK DESCRIPTION	DISTRICT	COUNTY	TOTAL
Project Development	\$ 11,585	\$ 21,507	\$ 33,092
Digital Topographic Information	\$ 8,194	\$ 15,211	\$ 23,405
Watershed Evaluation	\$ 69,947	\$129,722	\$199,669
Watershed Management Plan	\$167,148	\$310,019	\$477,167
Total	\$256,874	\$476,459	\$733,333

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