

**F. Consent Agenda - Natural Resources Management
ITEM 2.**



**AGENDA REPORT
May 30, 2019**

**Cost-Share Funding Contract Template with Non-Governmental Entities for
Save Our Indian River Lagoon Project Cost Share Funding**

SUBJECT:

Cost-Share Funding Contract Template with Non-Governmental Entities for Save Our Indian River Lagoon Project Cost Share Funding

FISCAL IMPACT:

There is no impact to the General Fund, only the Save Our Indian River Lagoon Trust Fund (Fund 1260) as recommended by the Citizen Oversight Committee and approved by the County Commission in annual Save Our Indian River Lagoon Project Plan Updates. Based on the adopted 2019 Plan Update, fiscal impacts are as follows:

FY 18-19: Up to \$1,089,300

FY 19-20 and annually thereafter: Up to \$998,840 plus any balance from prior years

DEPT/OFFICE:

Natural Resources Management

REQUESTED ACTION:

It is requested that the Board of County Commissioners 1) authorize the Chairman to execute any future Cost-Share Funding Contracts with non-governmental entities (substantially in the form of the attached template pending County Attorney and Risk Management review and approval) to provide cost share from the Save Our Indian River Lagoon Trust Fund for projects approved in the Save Our Indian River Lagoon Project Plan and approved in the yearly budget, subject to County Attorney and staff agreement that Attachments A and E of each Cost-Share Funding Contract demonstrate consistency with the intent of the guidance criteria recommended by the Citizen Oversight Committee on February 17, 2017 and approved by the County Commission on March 7, 2017; 2) authorize the Chairperson to execute all associated amendments, consistent with annual plan revisions or other Board-approved guidance; and 3) authorize associated budget change requests.

SUMMARY EXPLANATION and BACKGROUND:

On May 23, 2017, the Board of County Commissioners approved a contract template to be used for contracting Save Our Indian River Lagoon Projects being implemented by municipalities. This allows the Chairman to execute all municipal contracts for projects approved by the County Commission in the Save Our Indian River Lagoon Project Plan, or

annual updates to the plan, without each project contract coming back as a separate agenda item. This process has worked smoothly for over 2 years and staff would like to extend the process to contracts with non-governmental entities implementing Board-approved projects.

County Attorney review deemed that the contract requirements for non-governmental agencies were substantially different enough from the previous municipal contract template, that the non-governmental template should be brought to the County Commission for review and approval. The attached Cost-Share Funding Contract Template provides the terms and conditions for providing cost share funding to non-governmental agencies from the Save Our Indian River Lagoon Trust Fund.

Non-governmental projects in the 2019 Update are estimated to prevent 4,275 pounds of nitrogen loading per year and prevent 588 pounds of phosphorus loading per year. Attachment A for each Cost-Share Funding Contract will include the Statement of Work. Attachment E for each Cost-Share Funding Contract will calculate the maximum amount of cost share that the project is eligible to receive from the Save Our Indian River Lagoon Trust Fund.

Contact: Brandon Smith (52446) or Virginia Barker (52435), NRMD Phone/E-mail: (321) 633-2016; Brandon.Smith@brevardfl.gov or Virginia.Barker@BrevardFL.gov

CLERK TO THE BOARD INSTRUCTIONS:

When provided, execute 2 originals per non-governmental contract and return both to Natural Resources Management Department to send for Non-Governmental Organization signatures.

ATTACHMENTS:

Description

- ☐ **Cost-Share Funding Contract Template**
- ☐ **AO-29 Non-Government Contract Template**
- ☐ **Brevard Zoo Oyster Contract Used for Template**

In the bag when provided

*NO Signatures Required
Brandon*



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

May 31, 2019

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director Attn: Brandon Smith

RE: Item F.2., Cost-Share Funding Contract Template with Non-Governmental Entities for Save Our Indian River Lagoon Project Cost Share Funding

The Board of County Commissioners, in regular session on May 30, 2019, authorized the Chair to execute any further Cost-Share Funding Contracts with non-governmental entities to provide cost-share from the Save Our Indian River Lagoon Trust Fund for projects approved in the Save Our Indian River Lagoon Project Plan, and approved in the yearly budget, subject to County Attorney and staff agreement that Attachments A and E of each Cost-Share Funding Contract demonstrate consistency with the intent of the guidance criteria recommended by the Citizen Oversight Committee on February 17, 2017, and approved by the Board on March 7, 2017; authorized the Chair to execute all associated amendments, consistent with annual plan revisions or other Board-approved guidance; and authorized associated budget change requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget
Finance

**SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING CONTRACT BETWEEN
BREVARD COUNTY, FLORIDA AND THE INSERT NON-GOVERNMENTAL ORGANIZATION**

CONTRACT NUMBER: SOIRL 19-XX

THIS CONTRACT ("Contract") is made and entered into on this {Day of Last Signature} day of {Month of Last Signature}, 2019 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the Insert NON-GOVERNMENTAL ORGANIZATION, a Florida non-profit agency organized and existing under the laws of the State of Florida (hereinafter the "NON-GOVERNMENTAL ORGANIZATION").

RECITALS

WHEREAS, the COUNTY saw the urgent need to implement the "Save Our Indian River Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, pursuant to Section 212.055, Florida Statutes, the COUNTY is authorized to levy a discretionary infrastructure sales tax of one-half cent by ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of Brevard County voting in a referendum on the surtax; and

WHEREAS, the COUNTY promulgated and passed Brevard County Ordinance No. 2016-15, ("the Ordinance") imposing a one-half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum that was held on November 8, 2016; and

WHEREAS, it was contemplated that, if approved, said one-half cent discretionary infrastructure sales tax shall be imposed and collected County-wide, commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2027; and

WHEREAS, on November 8, 2016, a majority of those qualified electors of Brevard County voted in favor of the referendum, thereby authorizing the levy of the one-half cent surtax; and

WHEREAS, the COUNTY deems it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the one-half cent discretionary infrastructure sales tax be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, including operations, maintenance and reasonable administrative costs of those projects and programs; and

WHEREAS, the project identified in the Statement of Work ("the Project") has been included and approved by the Board of County Commissioners as part of the Save Our Indian River Lagoon Project Plan; and

WHEREAS, the COUNTY has determined that providing cost-share funding to the NON-GOVERNMENTAL ORGANIZATION for the purposes provided for herein will assist the COUNTY in effectively and efficiently implementing the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, as amended from time to time, and would be a proper expenditure of the monies reserved in the Save Our Indian River Lagoon Trust Fund.

NOW, THEREFORE, for value received, and in consideration of the following covenants, promises and provisions, the Parties agree as follows:

Section 1. Documents.

This Contract incorporates all of the following:

- a. The Recitals set forth above;
- b. The terms of the Contract set forth herein;
- c. Attachment A – Statement of Work;
- d. Attachment B – Project Progress Report Form;
- e. Attachment C – Reimbursement/Invoice Form;
- f. Attachment D – Recipient's Certification of Payment Form; and
- g. Attachment E – Eligible Tax Funding Cost Share Form.

Section 2. Statement of Work.

In consideration of the above recitals, and the funding assistance described below, the NON-GOVERNMENTAL ORGANIZATION agrees to perform and complete the activities provided for in the **Statement of Work, Attachment A**. NON-GOVERNMENTAL ORGANIZATION shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein.

Section 3. Term and Extensions.

- a. The term of this Contract is from the date upon which the last party has dated and executed the same ("Effective Date") until Month, XX, 20XX ("Completion Date"). NON-GOVERNMENTAL ORGANIZATION shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Contract, including any time extensions.
- b. Any request for an extension of time beyond the Completion Date must be made in writing no less than forty-five (45) days prior to the contracted Completion Date. Timely requests to extend for six (6) months or longer may only be approved by the Board of County Commissioners. Requests to extend for less than six (6) months may be approved by the County Manager or his/her designee.
- c. Notwithstanding specific mention that certain provisions survive termination or expiration of this Contract, all provisions of this Contract that by their nature extend beyond the Completion Date, for example, delivery of a final progress report, will remain

in full force and effect after the Completion Date as necessary to affect performance.

Section 4. Offer Limitations.

a. This Contract constitutes an offer until authorized, signed and returned to the COUNTY by the NON-GOVERNMENTAL ORGANIZATION. This offer terminates sixty (60) days after receipt by the NON-GOVERNMENTAL ORGANIZATION; provided, however, that the NON-GOVERNMENTAL ORGANIZATION may submit a written request for extension of this time limit which may be approved by the County Manager or his/her designee.

b. If the Project, which is eligible for reimbursement under this Contract, does not begin within one hundred eighty (180) days of the Effective Date, or if the invoice for non-construction projects is not submitted within two hundred seventy (270) days of the Effective Date, this Contract will be subject to termination and the funds subject to reallocation.

Section 5. Project Management.

a. The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days' prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date received.

COUNTY

Brandon Smith
Project Manager
Department of Natural Resources
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: brandon.smith@brevardfl.gov

NON-GOVERNMENTAL ORGANIZATION

NON-GOVERNMENTAL ORGANIZATION Project Manager
NON-GOVERNMENTAL ORGANIZATION Project Manager Title
NON-GOVERNMENTAL ORGANIZATION Name
NON-GOVERNMENTAL ORGANIZATION Street Address
NON-GOVERNMENTAL ORGANIZATION City, State and Zip Code
NON-GOVERNMENTAL ORGANIZATION Phone
NON-GOVERNMENTAL ORGANIZATION Email:

b. The COUNTY'S Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating the COUNTY'S policies and decisions regarding all

matters pertinent to performance of the Project. The COUNTY'S Project Manager may authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, and do not affect the COUNTY'S cost-share funding amount, the Project's nutrient reduction benefits, Completion Date, or otherwise significantly modify the terms of the Contract.

c. Should additional funding be acquired from sources other than the Indian River Lagoon one-half cent surtax, the County Manager and the authorized NON-GOVERNMENTAL ORGANIZATION representative are authorized to sign amendments to this Contract only if such additional funding: (1) reduces the Indian River Lagoon tax funding amount; and/or (2) reduces the NON-GOVERNMENTAL ORGANIZATION'S cost-share amount.

Section 6. Deliverables.

a. The NON-GOVERNMENTAL ORGANIZATION shall fully implement the Project, as described in the **Statement of Work, Attachment A**. The NON-GOVERNMENTAL ORGANIZATION is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, the NON-GOVERNMENTAL ORGANIZATION shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project.

b. The COUNTY'S Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the NON-GOVERNMENTAL ORGANIZATION will provide the COUNTY a written statement indicating that the Project has been completed in accordance with this Contract. Acceptance of the final payment by the NON-GOVERNMENTAL ORGANIZATION shall constitute a release in full of all claims against the COUNTY arising from or by reason of this Contract.

c. Unless otherwise provided herein, the COUNTY does not assert an ownership interest in any of the deliverables under this Contract.

Section 7. Progress Reports and Performance Monitoring

a. The NON-GOVERNMENTAL ORGANIZATION shall provide to the COUNTY Project update/status reports as provided in the **Statement of Work, Attachment A**. Reports will provide detail on the progress of the Project and outline any potential issues affecting completion or the overall schedule.

b. The NON-GOVERNMENTAL ORGANIZATION shall use the COUNTY'S **Project Progress Report Form, Attachment B**. NON-GOVERNMENTAL ORGANIZATION shall submit the Project Progress Reports to the COUNTY'S Project Manager within thirty (30) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

c. Commencement of Construction. The NON-GOVERNMENTAL ORGANIZATION shall notify the COUNTY once construction has started at the site.

d. For as long as the Project is operational, the COUNTY shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. The NON-GOVERNMENTAL ORGANIZATION shall make available to the COUNTY any available data that is

requested pertaining to the performance of the Project.

Section 8. Written Authorization

The NON-GOVERNMENTAL ORGANIZATION shall obtain written authorization from the property owner(s) where the site is to be constructed that authorizes and secures permission for the NON-GOVERNMENTAL ORGANIZATION and the COUNTY to enter [the property/properties] to conduct periodic inspections and/or maintenance of the [site(s)] with reasonable advanced prior notice. This authorization must be obtained prior to beginning work and must contain an indemnification clause that extends to the COUNTY the ability to access the [property/site] where the Project will be constructed. As part of the authorization agreement, the NON-GOVERNMENTAL ORGANIZATION shall include the following language:

The [property owner] hereby authorizes and permits the Brevard County Board of County Commissioners, its agents, employees, officers, directors, and those under its direction or agency, (the "COUNTY") to access the [property/site] to conduct periodic inspections of and/or maintenance for the [Project located on the property/site]. The COUNTY shall provide reasonable advanced notice to [the property owner] prior to any inspection or maintenance. As part of this authorization and permission to access the [property/site], [the property owner] shall fully indemnify, defend, and hold the COUNTY harmless from and against any and all claims, suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to bodily injury, sickness, disease, death personal injury, damage to property or loss of use of any property or assets resulting therefore, resulting from or arising out of the performance of the services or products for which the COUNTY and/or the NON-GOVERNMENTAL ORGANIZATION is providing to [the property owner].

Section 9. Notifications.

- a. *Commencement of Construction.* The NON-GOVERNMENTAL ORGANIZATION shall notify the COUNTY'S Project Manager once construction has started at the site.
- b. *Completion of Construction.* The NON-GOVERNMENTAL ORGANIZATION shall notify the COUNTY'S Project Manager once construction has been completed in order for surveyors to complete their survey and analyze the site.

Section 10. Amount of Funding.

- a. For satisfactory completion of the Project, the COUNTY shall pay the NON-GOVERNMENTAL ORGANIZATION its "Eligible Tax Funding Cost Share" as stated in **Eligible Tax Funding Cost Share Form, Attachment E**. This amount is not to exceed the maximum amount of cost-share that was recommended by the Citizen Oversight Committee and approved by the County Commission unless additional matching funds for the Project are secured by the COUNTY from external revenue sources and approved for allocation to this Project by the Board of County Commissioners or its duly authorized representative.
- b. The COUNTY cost-share amount is not subject to modification based upon price escalation in implementing the Project during the term of this Contract. The NON-GOVERNMENTAL

ORGANIZATION shall be responsible for payment of all additional costs necessary to ensure completion of the Project.

c. During contract negotiations, the NON-GOVERNMENTAL ORGANIZATION must submit the adopted budget for the Project, the amount of all secured grants for the Project, and an estimate of Project costs as defined in Section 10.e. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project costs minus external matching funds for the Project.

d. The NON-GOVERNMENTAL ORGANIZATION shall notify the COUNTY'S Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Contract. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project Costs minus external matching funds for the Project.

e. "Project cost" is defined to include actual costs of constructing project facilities, including construction, construction management, construction QA/QC testing, land acquisition, engineering, design, permitting, permit fees, impact fees, and any other Project-specific costs authorized under the **Statement of Work, Attachment A**. Project cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work, nor any costs not included in the contracted Statement of Work.

f. Funding shall not be provided for expenses incurred after the Completion Date.

g. The NON-GOVERNMENTAL ORGANIZATION is responsible for owning, operating and maintaining the Project for the typical operating life of the Project.

Section 11. Payment of Invoices.

a. The NON-GOVERNMENTAL ORGANIZATION shall submit itemized invoices as per the **Statement of Work, Attachment A** on a [monthly, quarterly, yearly, end of project] basis for reimbursable expenses by one of the following four methods: (1) By mail; (2) hand delivery; or (3) national overnight courier to the Brevard County Department of Natural Resource Management, Brandon Smith, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (4) By e-mail to brandon.smith@brevardfl.gov. If an option is not selected in this paragraph, the default invoicing basis will be quarterly [delete this sentence in final contract].

b. All invoices shall be submitted using **Reimbursement/Invoice Form, Attachment C**, and include the following information: (1) the COUNTY'S contract number; (2) the NON-GOVERNMENTAL ORGANIZATION's name, address, and authorization to directly deposit payment into the NON-GOVERNMENTAL ORGANIZATION's account; (3) the NON-GOVERNMENTAL ORGANIZATION's invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the NON-GOVERNMENTAL ORGANIZATION's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the **Statement of Work, Attachment A**); and (7) **Project Progress Report Form, Attachment B**. Invoices that do not include the above-listed information shall be returned

without action within ten (10) business days of receipt, stating the basis for rejection.

Reimbursement Address

NON-GOVERNMENTAL ORGANIZATION Name

NON-GOVERNMENTAL ORGANIZATION Department (if applicable)

NON-GOVERNMENTAL ORGANIZATION Street Address

NON-GOVERNMENTAL ORGANIZATION City, State and Zip Code

- c. Incremental payments shall be calculated as the fraction of Eligible Tax Funding Cost Share listed in the **Eligible Tax Funding Cost Share Form, Attachment E** (after adjustments per Sections 10.c. and/or d. in the Eligible Tax Funding Cost Share Form, Attachment E) divided by Project cost multiplied by the amount of the NON-GOVERNMENTAL ORGANIZATION's Project Cost incurred during the respective incremental billing period. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
- d. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to the NON-GOVERNMENTAL ORGANIZATION and proof of payment. If necessary for audit purposes, the NON-GOVERNMENTAL ORGANIZATION shall provide additional supporting information as required to document invoices.
- e. NON-GOVERNMENTAL ORGANIZATION shall be reimbursed for the actual cost of the Project, or the contracted amount, whichever is less. The COUNTY shall not withhold any retainage from this reimbursement. COUNTY reimbursement is subject to annual budgetary limitation, if applicable.
- f. The COUNTY'S fiscal year ends on September 30th. The COUNTY is required to account for all encumbered funds at that time. Submittal of an invoice as of September 30th satisfies this requirement. Regardless of whether the NON-GOVERNMENTAL ORGANIZATION chooses monthly, quarterly, or annual invoices, if any expenses occur between a previous invoice and September 30th, the NON-GOVERNMENTAL ORGANIZATION shall submit a description of the work completed on the Project through September 30th and a corresponding invoice for that cost-share eligible amount achieved during that time interval.

Section 12. Final Invoice.

- a. The final invoice must be submitted no later than forty-five (45) days after the NON-GOVERNMENTAL ORGANIZATION's final payment to its vendors for the Project or October 30th if the NON-GOVERNMENTAL ORGANIZATION's final payment is made between September 15th and September 30th.
- b. Final Invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the COUNTY, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. The NON-GOVERNMENTAL ORGANIZATION must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis

for the delay.

Section 13. Travel Expenses.

If the cost schedule for this Contract includes a line item for travel expenses, travel expenses shall be drawn from the Project budget. Travel expenses are otherwise not compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by the NON-GOVERNMENTAL ORGANIZATION.

Section 14. Payments Withheld.

The COUNTY may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the COUNTY from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; or (3) any other material breach of this Contract. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

Section 15. Multi-Year Contracts.

a. For multi-fiscal year contracts, the COUNTY must budget the amount of funds that will be expended during each fiscal year as accurately as possible. Funds contracted for reimbursement beyond the COUNTY'S current fiscal year will be budgeted in subsequent fiscal years per the schedule specified in the Project Contract, as amended. The **Statement of Work, Attachment A**, includes the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Estimated Reimbursement Schedule").

b. If the NON-GOVERNMENTAL ORGANIZATION anticipates that expenditures will exceed the budgeted amount during any fiscal year, the NON-GOVERNMENTAL ORGANIZATION shall promptly notify the COUNTY'S Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the COUNTY to receive this request is August 1 of the then-current fiscal year. Funds allocated in the current fiscal year that are not reimbursed in the current fiscal year due to slippage in the Project delivery schedule will be requested by COUNTY staff to roll forward to the next fiscal year as a Budget Amendment – (Regular), per BCC-21.

c. The COUNTY may in its sole discretion prepare a Budget Change Request incorporating the revised work schedule and Estimated Reimbursement Schedule as appropriate for changes in the Project schedule.

Section 16. Liability and Insurance.

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. The NON-GOVERNMENTAL ORGANIZATION accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended. Nothing in this Agreement is intended to inure to the benefit of any third party for the

purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the COUNTY'S sovereign immunity protections. The COUNTY'S liability obligations hereunder shall be subject to the protections of and limitations on damages set forth in Section 768.28, Florida Statutes.

Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

At its own expense, the NON-GOVERNMENTAL ORGANIZATION shall keep in force and at all times maintain during the term of this Contract the following minimum levels of insurance including, but not limited to:

- (a) General Liability Insurance: General Liability Insurance issued by responsible insurance companies as outlined in subsection (c) below, with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- (c) Insurance Certificates: the NON-GOVERNMENTAL ORGANIZATION shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in an industry standard Acord form. Said General Liability Policy shall provide that the COUNTY be included as an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action if replacement insurance meeting the requirements and specifications therein cannot be obtained. All insurance policies shall be issued by responsible companies who are licensed and authorized under the laws of the State of Florida.

Section 17. Funding Contingency.

a. This Contract is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the Save Our Indian River Lagoon one-half cent surtax; (2) annual appropriations by the Florida Legislature; or (3) appropriations from other agencies or funding sources. Contracts that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the COUNTY for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the COUNTY shall so notify the NON-GOVERNMENTAL ORGANIZATION and this Contract shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the COUNTY may allow. For the purpose of this Contract, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

b. The NON-GOVERNMENTAL ORGANIZATION agrees that any and all NON-GOVERNMENTAL ORGANIZATION funds budgeted (in the adopted or amended budget) for this Project that are saved by the NON-GOVERNMENTAL ORGANIZATION by virtue of reimbursement or allocation

received pursuant to this cost-share Contract, shall be reallocated and expended by the NON-GOVERNMENTAL ORGANIZATION solely to other NON-GOVERNMENTAL ORGANIZATION, COUNTY or third-party project(s) benefiting the restoration of the Indian River Lagoon within five (5) years of the Effective Date of this Contract. Should the NON-GOVERNMENTAL ORGANIZATION choose to not expend such funds in the manner described above, the NON-GOVERNMENTAL ORGANIZATION shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The NON-GOVERNMENTAL ORGANIZATION's obligation under this paragraph shall survive the termination of this Contract.

Section 18. Failure to Complete Project.

a. Should the NON-GOVERNMENTAL ORGANIZATION fail to complete the Project, the NON-GOVERNMENTAL ORGANIZATION shall refund to the COUNTY all of the funds provided to the NON-GOVERNMENTAL ORGANIZATION pursuant to this Contract.

b. With a recommendation from its Citizen Oversight Committee, the COUNTY, in its sole judgment and discretion, may determine that the NON-GOVERNMENTAL ORGANIZATION has failed to complete the Project due to circumstances that are beyond the NON-GOVERNMENTAL ORGANIZATION's control, due to termination of this Contract for reasons of funding availability, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the COUNTY may excuse the NON-GOVERNMENTAL ORGANIZATION from the obligation to return funds provided hereunder.

c. If the Project has not been completed within thirty (30) days after the Completion Date, the NON-GOVERNMENTAL ORGANIZATION shall provide the COUNTY with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

d. In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Contract, unless extended by mutual agreement of the parties. Sections 18.a. and b. shall survive the termination or expiration of this Contract.

e. Force Majeure. NON-GOVERNMENTAL ORGANIZATION will not be responsible for failure to carry out any terms of this Contract due to any one of the following circumstances beyond the control of the NON-GOVERNMENTAL ORGANIZATION: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, or governmental agency of the state of Florida or the United States; (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction; (c) war; (d) flood; (e) earthquake; (f) fire; (g) severe wind storm or hurricane; (h) acts of public disturbance; (i) quarantine restrictions; (j) epidemic; (k) strikes; or (l) sabotage. The NON-GOVERNMENTAL ORGANIZATION shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due

to a Force Majeure event as defined herein. In such event, the NON-GOVERNMENTAL ORGANIZATION shall be excused from the obligation to return funds provided herein if the parties can agree, in writing, to a revised completion date for the Project based on the circumstances.

Section 19. Termination.

a. If the NON-GOVERNMENTAL ORGANIZATION materially fails to fulfill its obligations under this Contract, including any specific milestones established herein, the COUNTY may provide the NON-GOVERNMENTAL ORGANIZATION written notice of the deficiency by forwarding a "Notice to Cure," citing the specific nature of the breach. The NON-GOVERNMENTAL ORGANIZATION shall have thirty (30) days following receipt of the notice to cure the breach. If the NON-GOVERNMENTAL ORGANIZATION fails to cure the breach within the thirty (30) day period, the COUNTY may issue a "Termination for Default Notice" terminating this Contract without further notice. In such event, the NON-GOVERNMENTAL ORGANIZATION shall refund to the COUNTY all funds provided to the NON-GOVERNMENTAL ORGANIZATION pursuant to this Contract within thirty (30) days of such termination. The COUNTY may also terminate this Contract upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

b. Delay or failure by the COUNTY to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the COUNTY'S rights or remedies for any subsequent breach or continued breach of this Contract.

c. This Contract may be terminated by either party for convenience upon ninety (90) days prior written notice to the other party. In the event the COUNTY terminates for convenience, NON-GOVERNMENTAL ORGANIZATION shall be paid for work completed and costs incurred in good faith through the date of termination. In the event the NON-GOVERNMENTAL ORGANIZATION terminates for convenience, COUNTY shall receive a full refund of the funds provided herein within thirty (30) days of the date of termination.

ADDITIONAL PROVISIONS

Section 20. Assignment.

The NON-GOVERNMENTAL ORGANIZATION shall not assign this Contract, or any monies due hereunder, without the COUNTY'S prior written consent. The NON-GOVERNMENTAL ORGANIZATION is solely responsible for fulfilling all work elements in any contracts awarded by the NON-GOVERNMENTAL ORGANIZATION and payment of all monies due. No provision of this Contract shall create a contractual relationship between the COUNTY and any of the NON-GOVERNMENTAL ORGANIZATION'S contractors or subcontractors.

Section 21. Audit; Access to Records; Repayment of Funds.

a. Maintenance of Records. The NON-GOVERNMENTAL ORGANIZATION shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. The NON-GOVERNMENTAL ORGANIZATION shall keep the records of receipts and expenditures, copies of all reports submitted to the COUNTY, and copies of all invoices and supporting documentation

for at least five (5) years after expiration of this Contract. In addition, the NON-GOVERNMENTAL ORGANIZATION shall maintain records to demonstrate satisfaction of its obligation under subparagraph 17b. above.

b. Review and Auditing. In accordance with generally accepted governmental auditing standards, the COUNTY shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Contract. In the event of an audit, the NON-GOVERNMENTAL ORGANIZATION shall maintain all required records until the audit is completed and all questions are resolved. The NON-GOVERNMENTAL ORGANIZATION will provide proper facilities for access to and inspection of all required records.

c. Repayment of Funds. COUNTY funding shall be subject to repayment after expiration of this Contract if, upon audit examination, the COUNTY finds any of the following: (1) the NON-GOVERNMENTAL ORGANIZATION has spent funds for purposes other than as provided for herein; (2) the NON-GOVERNMENTAL ORGANIZATION has failed to perform a continuing obligation of this Contract; (3) the NON-GOVERNMENTAL ORGANIZATION has received duplicate funds from the COUNTY or other external funding entity for the same purpose; (4) the NON-GOVERNMENTAL ORGANIZATION has been advanced or paid unobligated funds; (5) the NON-GOVERNMENTAL ORGANIZATION has been paid funds in excess of the amount the NON-GOVERNMENTAL ORGANIZATION is entitled to receive under the Contract; and/or (6) the NON-GOVERNMENTAL ORGANIZATION has received contributions amounting to more than one hundred percent (100%) of the Project cost through cumulative public agency cost-share funding.

Section 22. Dispute Resolution.

The NON-GOVERNMENTAL ORGANIZATION is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Contract by submitting a written statement to the COUNTY'S Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the COUNTY Project Manager within ten (10) business days, the COUNTY Project Manager shall forward the request to the County Manager's Office, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the COUNTY and may be subject to judicial review upon completion of the Project.

Section 23. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.

This Contract shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Contract: (1) Venue for any state or federal legal proceedings shall be in a court of competent jurisdiction in and for Brevard County; (2) Each party shall bear its own attorney's fees, including appeals; (3) For civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

Section 24. Permits.

The NON-GOVERNMENTAL ORGANIZATION shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all

subcontracts pertaining to the Project. The NON-GOVERNMENTAL ORGANIZATION shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Contract and shall not be approved for cost-share funding.

Section 25. Independent Contractors.

The parties to this Contract, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Contract shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Contract. The NON-GOVERNMENTAL ORGANIZATION is not a contractor of the COUNTY. The COUNTY is providing cost-share funding as a cooperating governmental entity to assist the NON-GOVERNMENTAL ORGANIZATION in accomplishing the Project. The NON-GOVERNMENTAL ORGANIZATION is solely responsible for accomplishing the Project and directing the means and methods by which the Project is accomplished. The NON-GOVERNMENTAL ORGANIZATION is solely responsible for compliance with all labor, health care, and tax laws pertaining to the NON-GOVERNMENTAL ORGANIZATION, its officers, agents, and employees.

Section 26. Scrutinized Companies.

a. The NON-GOVERNMENTAL ORGANIZATION certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the NON-GOVERNMENTAL ORGANIZATION or its subcontractors are found to have submitted a false certification; or if the NON-GOVERNMENTAL ORGANIZATION or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

b. If this Agreement is for more than one million dollars, the NON-GOVERNMENTAL ORGANIZATION certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the NON-GOVERNMENTAL ORGANIZATION, its affiliates, or its subcontractors are found to have submitted a false certification; or if the NON-GOVERNMENTAL ORGANIZATION, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

c. The NON-GOVERNMENTAL ORGANIZATION agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 27. Local Preference Limitations.

The NON-GOVERNMENTAL ORGANIZATION is responsible for ensuring that "local preference" is only utilized in the hiring of contractors when legally permitted. If the source of funds for this cost-share in any way restricts the use of "local preference," the COUNTY has the responsibility to put the NON-GOVERNMENTAL ORGANIZATION on notice. If put on notice, the NON-GOVERNMENTAL ORGANIZATION agrees to indemnify the COUNTY, to the extent permitted by Florida law, for any and all actions or penalties that may arise from the unpermitted use of "local preference."

Section 28. Public Entity Crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

Section 29. Public Records.

Records of the NON-GOVERNMENTAL ORGANIZATION that are made or received in the course of performance of the Project may be public records that are subject to the requirements of Chapter 119, Florida Statutes. If the NON-GOVERNMENTAL ORGANIZATION receives a public records request, the NON-GOVERNMENTAL ORGANIZATION shall promptly notify the COUNTY'S Project Manager. Each party reserves the right to cancel this Contract for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of Chapter 119, Florida Statutes, as amended.

Section 30. Royalties and Patents.

The NON-GOVERNMENTAL ORGANIZATION certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. The NON-GOVERNMENTAL ORGANIZATION shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the COUNTY harmless from loss to the extent allowed by Florida law.

Section 31. Employment Eligibility Verification (E-Verify).

The NON-GOVERNMENTAL ORGANIZATION:

- a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the NON-GOVERNMENTAL ORGANIZATION during the term of the Contract; and

- b. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and

c. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the NON-GOVERNMENTAL ORGANIZATION's enrollment in the program. This includes maintaining a copy of proof of the NON-GOVERNMENTAL ORGANIZATION's and subcontractors' enrollment in the E-Verify Program.

d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach.

Section 32. Severability.

If any portion of this Contract is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be executed on the day and year written below in its name by its duly authorized representative, and NON-GOVERNMENTAL ORGANIZATION has caused this Contract to be executed on the day and year written below in its name by its duly authorized representatives. This Contract may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Contract constitutes the entire Contract of the parties and supersedes all other stipulations, proposals, representations, statements, or understandings, whether written or oral, regarding this subject matter. This Contract cannot be changed by any means other than written amendments referencing this Contract and signed by all parties.

Brevard County Board of County Commissioners

By: _____

Kristine Isnardi, Chair

As Approved by the Board on February 26, 2019

Attest

By: _____

Scott Ellis, Clerk

Reviewed for legal form and content

Alexander Esseesse, Assistant County Attorney

Insert NON-GOVERNMENTAL ORGANIZATION

By: _____

Name: _____

Title: _____

Date: _____

Per
Brandon Smith
no Signatures
Required
only a Template

**ATTACHMENT A
STATEMENT OF WORK**

PROJECT TITLE:

{Insert Project Title}

PROJECT LOCATION:

{Insert Project Location}

PROJECT BACKGROUND:

{Insert Project Background}

PROJECT DESCRIPTION:

{Insert Project Description}

TASKS and DELIVERABLES:

Task #1: Site Evaluation

Task Description: {Insert Task Description}

Deliverable: {Insert Task Deliverable}

Task #2 Design

Task Description: {Insert Task Description}

Deliverable: {Insert Task Deliverable}

Task #3 Permitting

Task Description: {Insert Task Description}

Deliverable: {Insert Task Deliverable}

Task #4 Construction

Task Description: {Insert Task Description}

Deliverable: {Insert Task Deliverable}

Task	Task Title	Task Start Date	Task End Date
1	Site Evaluation		
2	Design		
3	Permitting		
4	Construction		
4 a	Material Acquisition		
4 b	Material Preparation		
4 c	Staging		
4 d	Installation		

Estimated Reimbursement Schedule:

Project reimbursements will be requested quarterly, yearly, or after project completion.

Please provide a schedule of estimated amounts in the quarter (1st, 2nd, 3rd, 4th quarter 20xx) for each reimbursement that will be requested. Note that quarters go by the County fiscal year so 1st quarter is Oct.-Dec., 2nd quarter is Jan.-Mar., 3rd quarter is Apr.-Jun., 4th quarter is Jul.-Aug.) You do not need to include quarters that reimbursement is not requested. If project goes beyond the two years provided in the table below you may insert another table.

Task #	Quarter #/Year								
1									
2									
3									
4 a									
4 b									
4 c									
4 d									

Deliverables:

Quarterly and final reports including pictures of progress made, or plans if pictures are not yet available.

Project's Status without Trust Funds (Adjust the highlighted section and delete the other options that do not apply):

This project is not included in the City's FY 2017-2018 budget, therefore without the Save Our Indian River Lagoon Funding the project would not have been executed in the near future.

This project is included in the City's FY 2017-2018 budget and would have proceeded on the same schedule regardless of the Save Our Indian River Lagoon Funding. However, the funding allows for additional projects to be completed, which are beneficial in the restoration of the Indian River Lagoon.

This project was scheduled to happen, but was accelerated by STATE AMOUNT OF TIME due to the Save Our Indian River Lagoon Funding.

This project is included in the City's FY 2017-2018 budget and would have proceeded on the same schedule regardless of the Save Our Indian River Lagoon Funding.

Other:

SAVE OUR INDIAN RIVER LAGOON
PROJECT PROGRESS REPORT FORM

Date: _____

Report Number: _____

Project Information

Project Name:			
Recipient Name:			
Contract Number:		County Project Manager Email:	
Nitrogen Reduction Benefit (lbs/yr)		County Project Manager Phone:	
Phosphorus Reduction Benefit (lbs/yr)		Recipient's Email:	
TSS Reduction Benefit (lbs/yr)		Recipient's Phone:	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:	
Expended To-date:	
Contract Amount:	

Expended This Period:	
Percent Budget Expended:	
Percent Cost Share:	

Estimated Reimbursement Schedule

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Status (Include Total % Complete)

--

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 90 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date
1	Site Evaluation				
2	Design				
3	Permitting				
4 a	Construction: Material Acquisition				
4 b	Construction: Material Preparation				
4 c	Construction: Staging				
4 d	Construction: Installation				

Problems, Issues, Solutions, Anticipated deviations from schedule:

--

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

Attachment C - Detail Sheet

Save Our Indian River Lagoon Cost-Share Program
 Invoice for Reimbursement

RECIPIENT'S NAME:	
RECIPIENT'S EMAIL:	
PROJECT NAME:	
AGREEMENT NO.:	
PERFORMANCE PERIOD:	
FROM:	TO:
PAYMENT REQUEST NO.:	
REMITTANCE ADDRESS:	
DATE OF REQUEST:	
COUNTY'S PROJECT MANAGER:	
PROJECT COST:	
LAGOON TAX COST SHARE PERCENTAGE:	
CONTRACTED LAGOON TAX COST SHARE AMOUNT:	
CURRENT REIMBURSEMENT AMOUNT REQUESTED:	

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES/ CATEGORY OF EXPENDITURE	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICES PREVIOUSLY PAID	INVOICES INCLUDED IN THIS REQUEST	PREVIOUS REIMBURSEMENT AMOUNT PAID	CURRENT REIMBURSEMENT AMOUNT REQUESTED
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
TOTALS:								\$ -	\$ -

Recipient's Certification of Payment Request

I, _____, on behalf of _____, do hereby certify for SOIRL Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- All procurement for the amount requested was completed in a manner consistent with applicable law and contract requirements.
- If notified by the County of any restrictions on the use of local preference for this Agreement, the Recipient confirms that no local preference was used.
- The Recipient has paid such costs under the terms and provisions of contracts relating directly to the project; and the Recipient is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Recipient's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Recipient's Grant Manager's Signature

Recipient's Fiscal Agent

Print Name

Print Name

Telephone Number

Telephone Number

ATTACHMENT E

Recipient Name:	
Project Name:	
Agreement Number:	

Estimated Project Cost-Share Table							
Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted	Local Match
1	Site Evaluation						\$ -
2	Design						\$ -
3	Permitting						\$ -
4 a	Material Acquisition						\$ -
4 b	Material Preparation						
4 c	Staging						
4 d	Installation						
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Eligibility Calculation	
Project Type	
BMP Type (if stormwater)	
Pounds of Nitrogen Reduction	
Eligible Cost Share per Pound	
Eligible Tax Funding Cost Share	\$ -
Reduction so Sum of Grants does not exceed Project Cost	\$ -
Eligible Lagoon Tax Cost Share, Adjusted	\$ -
Percent Cost Share to be contributed by the Lagoon Tax	#DIV/0!