



Environmental Mitigation Payment Processing Handbook

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Section 1 Overview

The Florida Department of Transportation (Department) is required to provide compensatory mitigation (herein referred to as wetland mitigation) to offset unavoidable impacts to wetlands and other surface waters. Wetland mitigation is required by federal and state agencies and is typically included as a specific condition in environmental permits acquired for the construction of transportation projects. The appropriate wetland mitigation must be coordinated with the United States Army Corps of Engineers (USACE) and/or the appropriate Water Management District (WMD). Wetland mitigation may include the purchase of mitigation credits from a permitted entity (i.e. Mitigation Bank or In Lieu Fee program) or funding of mitigation services from the Florida Department of Environmental Protection (DEP) or the WMDs.

Listed species and critical habitat mitigation may also be required for transportation projects impacting those resources. The Department may purchase species conservation credits from a permitted Conservation Bank or pay a fee to a wildlife foundation. The appropriate mitigation to offset listed species impacts must be coordinated with the United States Fish and Wildlife Service (USFWS) or the Florida Fish and Wildlife Conservation Commission (FWC).

The purpose of this handbook is to provide guidance to the FDOT Districts on how to:

- Develop an Environmental Impact Inventory
- Develop an Invitation to Bid for wetland and species mitigation credits
- Process payments for wetland and species mitigation credits or contributions

Section 2 Wetland Mitigation Requirements

In 1996, the State Legislature established a wetland mitigation program to meet the needs of the Department. It was determined that wetland mitigation would be more effectively achieved with regional, long range mitigation planning instead of conducting mitigation on a project by project basis. This program is codified in section 373.4137, Florida Statutes (F.S.) and provides the Department flexibility when considering compensatory mitigation options. See **Appendix A** for the statutory language.

The Department has agreements with the DEP and each of the five WMDs detailing how mitigation will be planned and funded by the Department. The agreements also address construction activities when mitigation is conducted by the DEP or WMDs. See **Appendix B** for individual agreements between the Department and the WMDs.

2.1 Determining the appropriate Wetland Mitigation Option

In accordance with Section 373.4137, F.S., compensatory mitigation of wetland and other surface water impacts resulting from FDOT projects will “be funded by the



Department of Transportation and be carried out by the use of mitigation banks and any other mitigation options that satisfy state and federal requirements in a manner that promotes efficiency, timeliness in project delivery, and cost-effectiveness". All funding for environmental mitigation must be based on the best available information, analyzed by methods accepted by the DEP, WMDs and USACE [i.e. Uniform Mitigation Assessment Method (UMAM)] and must show documented support of how the cost was arrived to mitigate the impact.

Multiple issues should be evaluated when determining which mitigation option is appropriate to offset adverse impacts. The three main issues include, but are not limited to:

1. Does the mitigation option comply with the mitigation requirements adopted under 33 U.S.C. s.1344? (This is only for projects requiring a federal permit)
2. Is the mitigation option the most cost-effective option?
3. Is the mitigation option readily available?

2.2 Environmental Impact Inventory and Mitigation Plan

By July 1st of each year, the Department is mandated to submit to the DEP and WMDs a copy of its Work Program to be adopted on July 1st and an Environmental Impact Inventory (Inventory) of habitats which may be impacted by the construction of transportation projects in the next 3 years of the Department's Tentative Work Program (i.e., if the Adopted Work Program is for FY 2015-2020, the next three years of the Tentative would be fiscal years 2016, 2017 and 2018). In developing the Tentative Work Program, FDOT Districts must program the funds needed to accomplish wetland mitigation by DEP, WMDs, Mitigation Banks and In Lieu Fee entities. The Inventory should include all projects requiring wetland mitigation and the mitigation option selected. (Refer to Chapter 11 of the Work Program Instructions.) The WMDs use the Environmental Impact Inventories to develop a Mitigation Plan. Each WMD Mitigation Plan should be received by the Department by March 1st of each year.

The Inventory includes a description of habitat impacts, their basin, acreage, and type. It should also include the state water quality classification of impacted wetlands and other surface waters, any other state or regional designations for these habitats, and a list of threatened and endangered species and species of special concern affected by the proposed project. The Project Inventory should be updated quarterly to reflect the most current FDOT work program, and be amended throughout the year to anticipate schedule changes or additional projects which may arise. See **Appendix C** for the Environmental Impact Inventory spreadsheet.

The WMD's Mitigation Plan must identify each site where the WMD will mitigate for a transportation project. For each mitigation site, the WMD shall:

- Provide the scope of the mitigation services;



- Provide the functional gain as determined through the UMAM;
- Describe how the mitigation offsets the impacts of each transportation project as permitted; and
- Provide a schedule for the mitigation services.

2.3 Funding

2.3.1 Mitigation Services through DEP and WMDs – Prior to July 1, 2014

For projects identified in the FDOT Environmental Impact Inventory submitted to the DEP or WMD prior to July 1, 2014, the Department pays the DEP or WMD \$75,000 [adjusted annually based on the percentage change in the Consumer Price Index (CPI) listed] for each wetland acre impacted. Below are the costs per acre to be used in programming and encumbering payments to DEP and the WMDs. These amounts are updated annually in the Chapter 11 of the Work Program Instructions. The first year presented is the actual CPI adjusted payment amount and the remaining years are an estimate to be used for programming purposes.

<u>Fiscal Year</u>	<u>Cost per Acre</u>
2021/22	\$123,899
2022/23	\$126,681
2023/24	\$131,056
2024/25	\$133,694
2025/26	\$136,486
2026/27	\$139,354

(These figures are for illustrative purposes only. Refer to the Work Program instructions for the most current costs per acre.)

Each WMD shall be paid a lump-sum amount per acre based on the above table for federally and non-federally funded transportation projects that have an approved mitigation plan. All mitigation costs including, but not limited to, the costs of preparing conceptual plans and the costs of design, construction, staff support, future maintenance, and monitoring the mitigation areas shall be funded through these lump-sum amounts. Note: The price per acre of impact should be established at the time the WMD Mitigation Plan incorporating the project is approved.

2.3.2 Mitigation Services through DEP and WMDs – On or after July 1, 2014

For projects identified in the Environmental Impact Inventory on or after July 1, 2014, the Department will provide funding to the DEP or WMD to offset wetland impacts/functional loss from transportation project activities identified including planning, design, construction, maintenance and monitoring, and other costs necessary. The impacts will be calculated using UMAM or any other regulatory agency approved wetland assessment method. Payments to DEP or the WMD can be processed as a



Cost Reimbursement or Lump Sum Advance Payment. See **Section 5.1 Invoices for Mitigation Services**.

2.3.3 Mitigation Credits

Section 373.4137, F.S. does not specify a mitigation cost per credit when the Department purchases mitigation credits through a Mitigation Bank or In Lieu Fee entity. The FDOT District should advertise the need for mitigation credits through an Invitation to Bid (ITB). District Environmental and/or Permitting staff, as appropriate, should coordinate with District Legal Counsel and Procurement prior to advertising the need for mitigation credits. See **Appendix E** for ITB templates.

Section 3 Listed Species and Critical Habitat Mitigation Requirements

When an FDOT project has unavoidable impacts to listed species or their critical habitat, the Department may be required to provide mitigation to offset those unavoidable impacts. Mitigation for species impacts may include purchase of conservation banking credits or payment/fee to a wildlife foundation. Gopher Tortoise Mitigation Contribution fees are also required for Gopher Tortoise relocation permits issued by FWC. Districts should coordinate with the regulatory agencies to determine the appropriate species mitigation for a project.

3.1 Conservation Bank Credits

Conservation bank credits, approved by the USFWS, can be purchased by the Department for species mitigation. Species mitigation credits are purchased through an ITB and may be combined with an ITB for wetland mitigation credits. **Appendix E** provides language to include in an ITB for species credit purchases.

Note: Wetland mitigation can also be deemed appropriate for wetland dependent listed species mitigation. For example, purchasing wetland credits may be suitable for required Wood Stork (*Mycteria americana*) mitigation.

3.2 Species Mitigation Payment to a Wildlife Foundation

Some species do not have species credits available for purchase. In this situation, the District must work with the USFWS to determine the appropriate mitigation to offset the species impacts. Typically, the USFWS will require the Department contribute to a wildlife foundation as the species mitigation. This requirement is documented in a Biological Opinion and/or Environmental Permit. For information on how to process these payments, see **Section 7 Species Mitigation Contributions**.



3.3 Gopher Tortoise Mitigation Contribution Fees

A mitigation contribution for gopher tortoises is defined by FWC as the “compensation, usually either in the form of monetary contributions or protected habitat donations, to offset the ill effects of human-related land change on gopher tortoise populations”. A mitigation contribution is required for all relocation permits.

The payment/contribution should be made through the MFMP based on the permit application submitted to FWC. See **Section 7 Species Mitigation Contributions** on how to pay mitigation contribution fees. If the actual number of gopher tortoises relocated is less than the number included in the permit application, the applicant is entitled to a refund. More information on mitigation contributions and refunds can be found in FWC’s Gopher Tortoise Permitting Guidelines on the FWC Website at <http://myfwc.com/license/wildlife/gopher-tortoise-permits/>

Section 4 Department’s Office of Comptroller Requirements

The Comptroller certifies that funds are or will be available prior to entering into any contract or other binding commitment of funds. Although the Environmental Mitigation program is statutorily required and does not fit the typical contract type, the Comptroller must still ensure that funds are available for all planned mitigation projects. The governing Florida Statute is Section 339.135(6)(a), which is excerpted below:

“The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

4.1 Encumbering Funds for Wetland Mitigation Services

Wetland mitigation services are generally purchased through a contract with the DEP or WMDs. When the approved mitigation plans are received from the DEP or WMDs, it is the responsibility of each FDOT District to reconcile the approved plan to the current work program (i.e., ensure that the programming and encumbrances agree to the approved plan.) Each FDOT District should also ensure the Contract Funds Management (CFM) Section within the Office of Comptroller has been sent a Funds Approval Request for each FDOT financial project number on the plan that may have



work started, be permitted, or have an anticipated invoice pending for the current fiscal year. Additionally, for projects not in the current fiscal year, a “reviewed” encumbrance must be requested. Districts must also ensure that the request was approved by the CFM Section (i.e. the encumbrance was established). These requests should be sent to the “CFM Section” email address, CFMSection@dot.state.fl.us. Funds approval should be sought for the highest total amount of acreage on the plan, subject to quarterly adjustment. The Contract/Encumbrance Numbers are listed below:

Contract/Encumbrance Numbers:

NWWMD	Northwest Florida Water Management District
SFWMD	South Florida Water Management District
SJWM2	St. Johns River Water Management District – D2
SJWM4	St. Johns River Water Management District – D4
SJWM5	St. Johns River Water Management District – D5
SJWM8	St. Johns River Water Management District – Turnpike
SRWMD	Suwannee River Water Management District
SWWM1	Southwest Florida Water Management District – D1
SWWM5	Southwest Florida Water Management District – D5
SWWM7	Southwest Florida Water Management District – D7
SWWM8	Southwest Florida Water Management District – Turnpike
DEPXX	Department of Environmental Protection (where XX = FDOT District Number)

The contract/encumbrance numbers are available to aid each FDOT District in tracking cumulative payments for reporting to the Florida Department of Financial Services.

The following organizational codes and expansion options are associated with the Environmental Mitigation Projects:

District One	55 01 30 70 142 PD
District Two	55 02 30 10 248 PD
District Three	55 03 30 40 345 PD
District Four	55 04 30 10 430 PD
District Five	55 05 30 10 542 PD
District Seven	55 07 30 60 744 PD

For payments to DEP or WMD, use the following:

Object code: 139900

Object Description: Contracted Services - Other

Category: 088849

Category Description: Preliminary Engineering Consultant



With initial encumbrance requests, please also request the CFM section include the project number and mitigation number in the description field. This will aid in tracking projects.

The CFM Section will process the request manually, applying all the required work program and FLAIR edits to the project. Any failed edit checks will result in an email back to the requestor for resolution. Successful requests will result in an email back to the requestor with the funds approved and a standardized contract (encumbrance) number.

As indicated previously, once the mitigation plan is developed, no programming changes for mitigation funds should be made until the WMD is contacted and a determination is made as to the status of the mitigation.

Any required changes to the mitigation plan and work program may also necessitate an encumbrance change. The District should review the approved mitigation plan on a quarterly basis (at a minimum) and make any work program and encumbrance changes at that time. Below is an example schedule that could be used to send the CFM Section an email to process encumbrance changes:

The following environmental mitigation projects need encumbrances adjusted by the stated amount.

CONTRACT #	PROJECT #	MIT#	Amount	ORG CODE	OBJECT	EOB	LINE
SJWMD	238422 1 C8 01	SJ40	(574,778.72)	55 05 30 10 542 PD	139900	135	143
SJWMD	239535 4 C8 01	SJ41	(30,749.62)	55 05 30 10 542 PD	139900	135	144
SJWMD	241221 1 C8 01	SJ48	(6,742.78)	55 05 30 10 542 PD	139900	135	102
SJWMD	242484 5 C8 01	SJ47	(138,839.43)	55 05 30 10 542 PD	139900	135	200
SJWMD	242716 1 C8 01	SJ41	(533.72)	55 05 30 10 542 PD	139900	135	145
SJWMD	405506 5 C8 01	SJ48	(310,860.56)	55 05 30 10 542 PD	139900	135	162
	TOTAL		(1,062,504.83)				

Please include the previously provided contract/encumbrance number with all change requests.

When requesting a reduction of an encumbrance, the requestor will be asked to certify that the mitigation inventory has been reduced to reflect the request. If the inventory has not been reduced, the encumbrance reduction request will not be processed.

4.2 Encumbering Funds for Mitigation Credits (wetland and species)

Mitigation credits are a commodity where a vendor is selected through a competitive bid process (See **Section 6 Purchasing Wetland and Species Mitigation Credits**). Once a vendor is selected funds are encumbered through the CFM system and a purchase



order is processed through the MyFloridaMarketPlace. The District should refer to the [Contract Funds Management User Manual](#) for information on how to encumber funds for commodities. The following object code and object description should be used.

For Mitigation Credits, use the following:

Object code: 461010

Object Description: Fees – Registration/License/Permit - Environment

Category: 088849

Category Description: Preliminary Engineering Consultant

Section 5 Purchasing Mitigation Services

Generally, the Department purchases mitigation services from DEP or the WMD. The Department has established mitigation agreements with the DEP and the five WMDs. Please see Appendix B. Use the appropriate contract number (as detailed in Section 4.1) for the DEP or the WMD providing mitigation services. The contract between the Department and the DEP or the WMD must comply with requirements under the Florida Accountability Contract Tracking System (FACTS). See the Department's Procurement Office website <http://infonet.dot.state.fl.us/procurement/> for more information.

5.1 Invoices for Mitigation Services

All invoices and supporting information from DEP or the WMDs for compensatory wetland mitigation must be submitted to the District Permit Coordinator at the appropriate FDOT District. The invoice submittal requirements for cost reimbursement or lump sum advance payment are below:

5.1.1 Guidelines for Cost Reimbursement

This guideline should be followed when implementation of a DEP or WMD mitigation project will involve periodic invoicing for cost reimbursement. See **Appendix D - Invoicing Form**.

Information to be included in the invoice:

1. WMD or DEP and associated contract number
2. Invoice number and date
3. Invoice period
4. Identify FDOT project(s) individually, specify
 - a. FDOT project number(s)
 - b. FDOT project name (if available)
 - c. Amount of mitigation needed for the project(s) as permitted including total cost
 - d. Amount of mitigation being met by this invoice for the FDOT project(s)
5. Identify the mitigation project(s) individually by FDOT project, specify



- a. Mitigation Site name(s) – provide mitigation plan for site
 - b. Type of mitigation (enhancement, preservation, etc.)
 - c. Complete descriptions of services/commodities/activities performed include the date rendered and cost
6. Total cost being invoiced
 7. Brief Progress Report
 8. Supporting documentation should be submitted with the invoice
 - a. Receipts
 - b. Mitigation site pictures
 - c. Permit required documents such as, summary reports, monitoring reports, etc.

5.1.2 Guidelines for Lump Sum Advance Payments

Lump sum payment as described in Section 373.4137, F.S., provides a mechanism for the advance payment for mitigation projects. All advance payments requests must be approved by the Department of Financial Services (DFS). This takes time so advance payment requests from the WMD must be made at least 30 days prior to the expected request date. The WMDs can submit advance payment requests only after DFS approval. Once approved, the WMDs will request advance payment in their initial invoice. Subsequent invoices must demonstrate how those funds have been used. Any funds that are not used must be returned to the Department. Please see FDOT's Disbursement Handbook for Employees and Managers for detailed information on the Advance Payment requirements.

Requests for advance payment and supporting information from DEP or WMDs for mitigation services must be submitted to the appropriate District Permit Coordinator. When requesting advance payment for mitigation services, sufficient information should be provided the Department to understand the scope of services that will be performed for the funding being requested. The DEP or WMD submitting the request must provide the following information with their lump sum advance payment request:

1. WMD and associated contract number
2. Request for lump sum advance payment
3. Identify FDOT project(s) individually, specify
 - a. FDOT project number(s)
 - b. FDOT project name (if available)
 - c. Amount of mitigation needed for the FDOT project(s) as permitted including total cost
 - d. Amount of mitigation being met by this invoice for the FDOT project(s) (e.g., percent completion)
4. Identify the WMD project(s) individually by FDOT project, specify
 - a. WMD Site name(s) – provide mitigation plan for site
 - b. Type of mitigation (enhancement, preservation, etc.)



- c. Complete descriptions of services/commodities/activities that will be performed include estimated timeframes for implementation and completion. Examples of activities may include:
 - i. Early Plan Development – Review of FDOT inventory, field review of impact sites, identification of conceptual plans and sites, preparation of plans
 - ii. Plan Development – Mitigation plan development to between thirty to forty percent completion, field review of mitigation sites, appraisals and surveys, purchase of lands, easements, and conservation easements
 - iii. Final Plan Development – Completion of plan development, preparation of pay item quantities, preparation of contract provisions, and preparation of bid packages
 - iv. Letting – Project advertisement, acceptance of bids, and award of project
 - v. Construction – Earth moving, fencing, mitigation site establishment, construction inspection, and final project acceptance
 - vi. Post Construction Activities – Success criteria monitoring, maintenance and removal of exotic species, replanting, site modifications, and preparation of post construction reports and documents
 - vii. Long-term maintenance – Activities associated with ensuring success, elimination of exotics, site protection measures, etc.
 - d. Based on timeframes provide a status report including percent completion periodically
5. Total amount

5.1.3 Processing Invoices from DEP or WMDs

The District should follow the instructions below when processing invoices from DEP and WMDs:

1. Receive an invoice from the WMD or DEP. When a WMD provides services to multiple FDOT Districts the WMD must submit separate invoices to each FDOT District. Each FDOT District has its own unique encumbrance/contract number from which to pay and track payments. (See Office of Comptroller Requirements section.)
2. FDOT District project manager should review the invoice and supporting documentation. The project manager should certify that the invoice is accurate and the appropriate mitigation activities have been performed for the project.
3. FDOT District project manager should:



- a. Review the encumbrance level to ensure there is enough to pay the invoice.
- b. Complete the Summary of Contractual Services Agreement/Purchase Order form – CFM system
- d. Include all relevant supporting documentation with the invoice.

Please note that you must include life-to-date payments on the “Summary of Contractual Services” form for the contract number you are paying. The OOC-Financial Management Office will provide you the life-to-date amount for your first district processed payment and each district must establish a payment tracking process in order to report this amount with each invoice payment. (An Excel schedule of payments is recommended.)

The appropriate Memorandum of Understanding between the WMD and the Department and the Summary of Contractual Services Agreement/Purchase Order Form should be included with each request for payment.

Please note the following regarding payments to DEP or WMDs:

The DEP or WMD can be paid a lump-sum amount for federally and non-federally funded transportation projects that have an approved mitigation plan. Mitigation costs including, but not limited to, the costs of preparing conceptual plans and the costs of design, construction, staff support, future maintenance and monitoring the mitigation areas is considered to be included through these lump-sum amounts.

When payments have been remitted to the District in accordance with the lump sum guidelines, and subsequently it is determined those funds will not be used due to deletion of a mitigation project or a reduction of acreage from the inventory, the applicable payment (including any interest earned) must be used for other transportation projects requiring compensatory mitigation for environmental impacts as agreed to by both parties. The change must be documented and if applicable, involve coordination with the USACE. If a modification to the mitigation permit is needed, the DEP or WMD must coordinate with the appropriate regulatory agencies and the Department.

In order to ensure the Department receives credit for what is paid, each FDOT District and DEP or the appropriate WMD should track ‘excess credits’ and use them as soon as they are eligible for other projects. This tracking is necessary to ensure mitigation credits purchased by the Department are used as intended.



Section 6 Purchasing Wetland and Species Mitigation Credits

6.1 Invitation to Bid/Purchase Order

When the Department determines that mitigation credits should be purchased, the District should advertise for the purchase of credits through an Invitation to Bid (ITB). See **Appendix E** for “federal only”, “state only” or “dual credit” mitigation ITB templates. The templates provide technical specifications language and vendor bid sheets. ITBs should be developed in coordination with each District’s Office of General Counsel and Procurement Office.

When purchasing mitigation credits FDOT Districts must use My Florida Marketplace (MFMP). All vendors are required to register in the MFMP. Note that only governmental entities are exempt from the Transaction Fee (See 60A-1.032, Florida Administrative Code). Districts must use commodity code 64111800, Entitlements or Rights, when inputting information into MFMP for the purchase of mitigation credits.

All payments are processed through MFMP and encumbrance requests are submitted through CFM. Encumbrance changes must still be submitted to the CFM Section as previously noted. The encumbrance information will be input into MFMP upon requisition creation to ensure the encumbrance is reduced in FLAIR when the payment is made.

Section 7 Species Mitigation Contributions

Mitigation for species and critical habitat impacts may be completed through a contribution to a wildlife foundation. Gopher Tortoise relocation permits may also require contribution fees. The District should follow the procedures below when processing these types of payments.

7.1 Species Mitigation Contribution Payments

For species or critical habitat mitigation where a payment or a fee to a wildlife foundation is required, the District must:

1. Verify that the foundation is a vendor in the MFMP system.
2. Obtain an invoice from the foundation identifying the project and the required species mitigation.
3. Provide support documentation to justify the payment. This documentation may be a Biological Opinion from the USFWS or an environmental permit including the specific condition regarding the species mitigation. Documentation must also reference Section 259.105(2)(a)11.a., which allows the foundation to hold species mitigation funds.



4. Process the purchase order through MFMP.

7.2 Gopher Tortoise Mitigation Contribution Fees

The payment process for Gopher Tortoise Mitigation Contribution fees is similar to the process outlined for payments to a wildlife foundation. FWC does not collect Gopher Tortoise Mitigation Contribution fees, but requires permittees to send the fee to a wildlife foundation. **See Appendix F** for the current FWC Mitigation Contribution fees. To process this mitigation fee, the District must:

1. Verify that the wildlife foundation is in the MFMP system.
2. Obtain an invoice from the FWC identifying the FDOT project, Gopher Tortoise relocation permit number and the required mitigation contribution amount.
3. Process the purchase order using the MFMP system.

Section 8 Reimbursement of Mitigation Payment

In some cases, the Department may need to obtain a refund for a mitigation payment from the DEP, WMDs or Mitigation Vendor (e.g. Mitigation or Conservation Bank or Wildlife Foundation). The District should work with the appropriate agency or mitigation bank vendor to have a refund check sent to the Department. The District must coordinate with the FDOT Cashier's Office to process the refund.

Any change in a project's mitigation must be coordinated with the appropriate regulatory agency and documented. For projects where the wetland and/or species mitigation was included as a specific condition in an environmental permit, the District must coordinate with the appropriate regulatory agency to determine if the environmental permit(s) must be modified to reflect the mitigation change. Gopher Tortoise relocation permits have specific deadlines for requesting refunds which are noted in the permit conditions.



Appendix A – Section 373.4137, F.S. Mitigation requirements for specified transportation projects

(1) The Legislature finds that environmental mitigation for the impact of transportation projects proposed by the Department of Transportation or a transportation authority established pursuant to chapter 348 or chapter 349 can be more effectively achieved by regional, long-range mitigation planning rather than on a project-by-project basis. It is the intent of the Legislature that mitigation to offset the adverse effects of these transportation projects be funded by the Department of Transportation and be carried out by the use of mitigation banks and any other mitigation options that satisfy state and federal requirements in a manner that promotes efficiency, timeliness in project delivery, and cost-effectiveness.

(2) Environmental impact inventories for transportation projects proposed by the Department of Transportation or a transportation authority established pursuant to chapter 348 or chapter 349 shall be developed as follows:

(a) By July 1 of each year, the Department of Transportation, or a transportation authority established pursuant to chapter 348 or chapter 349 which chooses to participate in the program, shall submit to the water management districts a list of its projects in the adopted work program and an environmental impact inventory of habitat impacts and the anticipated mitigation needed to offset impacts as described in paragraph (b). The environmental impact inventory must be based on the rules adopted pursuant to this part, s. 404 of the Clean Water Act, 33 U.S.C. s. 1344, and the Department of Transportation's plan of construction for transportation projects in the next 3 years of the tentative work program. The Department of Transportation or a transportation authority established pursuant to chapter 348 or chapter 349 may also include in its environmental impact inventory the habitat impacts and the anticipated amount of mitigation needed for any future transportation project. The Department of Transportation and each transportation authority established pursuant to chapter 348 or chapter 349 may fund any mitigation activities for future projects using current year funds.

(b) The environmental impact inventory must include a description of habitat impacts, including location, acreage, and type; the anticipated mitigation needed based on the functional loss as determined through the uniform mitigation assessment method adopted by the Department of Environmental Protection by rule pursuant to s. 373.414(18); identification of the proposed mitigation option; state water quality classification of impacted wetlands and other surface waters; any other state or regional designations for these habitats; and a list of threatened species, endangered species, and species of special concern affected by the proposed project.

(c) Before projects are identified for inclusion in a water management district mitigation plan as described in subsection (4), the Department of Transportation must consider using credits from a permitted mitigation bank. The Department of Transportation must consider the availability of suitable and sufficient mitigation bank credits within the transportation project's area, the ability to satisfy commitments to regulatory and resource agencies, the availability of suitable and sufficient mitigation purchased or developed under this section, the ability to complete suitable existing water management district or Department of Environmental Protection mitigation sites initiated with Department of Transportation mitigation funds, and the ability to satisfy state and federal requirements, including long-term maintenance and liability.

(3)(a) To implement the mitigation option identified in the environmental impact inventory described in subsection (2), the Department of Transportation may purchase credits for



current and future use directly from a mitigation bank, purchase mitigation services through the water management districts or the Department of Environmental Protection, conduct its own mitigation, or use other mitigation options that meet state and federal requirements. Funding for the identified mitigation option as described in the environmental impact inventory must be included in the Department of Transportation's work program developed pursuant to s. [339.135](#). The amount programmed each year by the Department of Transportation and participating transportation authorities established pursuant to chapter 348 or chapter 349 must correspond to an estimated cost to mitigate for the functional loss identified in the environmental impact inventory described in subsection (2).

(b) Each transportation authority established pursuant to chapter 348 or chapter 349 which chooses to participate in this program shall create an escrow account within its financial structure and deposit funds in the account to pay for the environmental mitigation phase of projects budgeted for the current fiscal year. The escrow account shall be maintained by the authority for the benefit of the water management districts. Any interest earnings from the escrow account must remain with the authority.

(c) For mitigation implemented by the water management district or the Department of Environmental Protection, as appropriate, the amount paid each year must be based on mitigation services provided by the water management districts or the Department of Environmental Protection pursuant to an approved water management district mitigation plan, as described in subsection (4). The water management districts or the Department of Environmental Protection, as appropriate, may request payment no sooner than 30 days before the date the funds are needed to pay for activities associated with development or implementation of permitted mitigation that meets the requirements of this part, 33 U.S.C. s. 1344, and 33 C.F.R. part 332, in the approved water management district mitigation plan described in subsection (4) for the current fiscal year. The projected amount of mitigation shall be reconciled each quarter with the actual amount of mitigation needed for projects as permitted, including permit modifications, pursuant to this part and s. 404 of the Clean Water Act, 33 U.S.C. s. 1344. The subject year's programming of funds shall be adjusted to reflect the mitigation as permitted. If the water management district excludes a project from an approved water management district mitigation plan, if the water management district cannot timely permit a mitigation site to offset the impacts of a Department of Transportation project identified in the environmental impact inventory, or if the proposed mitigation does not meet state and federal requirements, the Department of Transportation may use the associated funds for the purchase of mitigation bank credits or any other mitigation option that satisfies state and federal requirements. Upon final payment for mitigation of a transportation project as permitted, the obligation of the Department of Transportation or the participating transportation authority is satisfied, and the water management district or the Department of Environmental Protection, as appropriate, has continuing responsibility for the mitigation project.

(d) Beginning with the March 2015 water management district mitigation plans, each water management district or the Department of Environmental Protection, as appropriate, shall invoice the Department of Transportation for mitigation services to offset only the impacts of a Department of Transportation project identified in the environmental impact inventory, including planning, design, construction, maintenance and monitoring, and other costs necessary to meet the requirements of this section, 33 U.S.C. s. 1344, and 33 C.F.R. part 332. If the water management district identifies the use of mitigation bank credits to offset a Department of Transportation impact, the water management district shall exclude that purchase from the mitigation plan, and the Department of Transportation shall purchase the bank credits.



(e) For mitigation activities occurring on existing water management district or Department of Environmental Protection mitigation sites initiated with Department of Transportation mitigation funds before July 1, 2013, the water management district or the Department of Environmental Protection, as appropriate, shall invoice the Department of Transportation or a participating transportation authority at a cost per acre of \$75,000 multiplied by the projected acres of impact as identified in the environmental impact inventory. The cost per acre must be adjusted by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 1996. When implementing the mitigation activities necessary to offset the permitted impacts as provided in the approved mitigation plan, the water management district shall maintain records of the costs incurred in implementing the mitigation. The records must include, but are not limited to, costs for planning, land acquisition, design, construction, staff support, long-term maintenance and monitoring of the mitigation site, and other costs necessary to meet the requirements of 33 U.S.C. s. 1344 and 33 C.F.R. part 332.

(f) For purposes of preparing and implementing the mitigation plans to be adopted by the water management districts on or before March 1, 2014, for impacts based on the July 1, 2013, environmental impact inventory, the funds identified in the Department of Transportation's work program or participating transportation authorities' escrow accounts must correspond to a cost per acre of \$75,000 multiplied by the projected acres of impact as identified in the environmental impact inventory. The cost per acre must be adjusted by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 1996. Payment under this paragraph is limited to mitigation activities that are identified in the first year of the 2013 mitigation plan and for which the transportation project is permitted and are in the Department of Transportation's adopted work program, or equivalent for a transportation authority. When implementing the mitigation activities necessary to offset the permitted impacts as provided in the approved mitigation plan, the water management district shall maintain records of the costs incurred in implementing the mitigation. The records must include, but are not limited to, costs for planning, land acquisition, design, construction, staff support, long-term maintenance and monitoring of the mitigation site, and other costs necessary to meet the requirements of 33 U.S.C. s. 1344 and 33 C.F.R. part 332. To the extent moneys paid to a water management district by the Department of Transportation or a participating transportation authority are greater than the amount spent by the water management districts in implementing the mitigation to offset the permitted impacts, these funds must be refunded to the Department of Transportation or participating transportation authority. This paragraph expires June 30, 2015.

(4) Before March 1 of each year, each water management district shall develop a mitigation plan to offset only the impacts of transportation projects in the environmental impact inventory for which a water management district is implementing mitigation that meets the requirements of this section, 33 U.S.C. s. 1344, and 33 C.F.R. part 332. The water management district mitigation plan must be developed in consultation with the Department of Environmental Protection, the United States Army Corps of Engineers, the Department of Transportation, participating transportation authorities established pursuant to chapter 348 or chapter 349, other appropriate federal, state, and local governments, and other interested parties, including entities operating mitigation banks. In developing such plans, the water management districts shall use sound ecosystem management practices to



address significant water resource needs and consider activities of the Department of Environmental Protection and the water management districts, such as surface water improvement and management (SWIM) projects and lands identified for potential acquisition for preservation, restoration, or enhancement, and the control of invasive and exotic plants in wetlands and other surface waters, to the extent that the activities comply with the mitigation requirements adopted under this part, 33 U.S.C. s. 1344, and 33 C.F.R. part 332. The water management district mitigation plan must identify each site where the water management district will mitigate for a transportation project. For each mitigation site, the water management district shall provide the scope of the mitigation services; provide the functional gain as determined through the uniform mitigation assessment method adopted by the Department of Environmental Protection by rule pursuant to s. [373.414\(18\)](#); describe how the mitigation offsets the impacts of each transportation project as permitted; and provide a schedule for the mitigation services. The water management districts shall maintain records of costs incurred and payments received for providing these services. Records must include, but are not limited to, planning, land acquisition, design, construction, staff support, long-term maintenance and monitoring of the mitigation site, and other costs necessary to meet the requirements of 33 U.S.C. s. 1344 and 33 C.F.R. part 332. To the extent moneys paid to a water management district by the Department of Transportation or a participating transportation authority are greater than the amount spent by the water management districts in providing the mitigation services to offset the permitted transportation project impacts, these moneys must be refunded to the Department of Transportation or participating transportation authority. The mitigation plan shall be submitted to the water management district governing board or its designee for review and approval. At least 14 days before approval by the governing board, the water management district shall provide a copy of the draft mitigation plan to the Department of Environmental Protection and any person who has requested a copy. Subsequent to the governing board approval, the mitigation plan shall be submitted to the Department of Environmental Protection for approval. The plan may not be implemented until it is submitted to, and approved in part or in its entirety by, the Department of Environmental Protection.

(a) Specific projects may be excluded from the mitigation plan, in whole or in part, and are not subject to this section upon the election of the Department of Transportation, a transportation authority if applicable, or the appropriate water management district. The Department of Transportation or a participating transportation authority may not exclude a transportation project from the mitigation plan if mitigation is scheduled for implementation by the water management district in the current fiscal year unless the transportation project is removed from the Department of Transportation's work program or transportation authority funding plan, the mitigation cannot be timely permitted to offset the impacts of a Department of Transportation project identified in the environmental impact inventory, or the proposed mitigation does not meet state and federal requirements. If a project is removed from the work program or the mitigation plan, costs spent by the water management district before removal are eligible for reimbursement by the Department of Transportation or participating transportation authority.

(b) When determining which projects to include in or exclude from the mitigation plan, the Department of Transportation shall investigate using credits from a permitted mitigation bank before those projects are submitted for inclusion in a water management district mitigation plan. The Department of Transportation shall exclude a project from the mitigation plan if the investigation undertaken pursuant to this paragraph results in the conclusion that the use of credits from a permitted mitigation bank promotes efficiency,



timeliness in project delivery, cost-effectiveness, and transfer of liability for success and long-term maintenance.

(5) The water management district shall ensure that mitigation requirements pursuant to 33 U.S.C. s. 1344 and 33 C.F.R. part 332 are met for the impacts identified in the environmental impact inventory for which the water management district will implement mitigation described in subsection (2), by implementation of the approved mitigation plan described in subsection (4) to the extent funding is provided by the Department of Transportation, or a transportation authority established pursuant to chapter 348 or chapter 349, if applicable. In developing and implementing the mitigation plan, the water management district shall comply with federal permitting requirements pursuant to 33 U.S.C. s. 1344 and 33 C.F.R. part 332. During the federal permitting process, the water management district may deviate from the approved mitigation plan in order to comply with federal permitting requirements upon notice and coordination with the Department of Transportation or participating transportation authority.

(6) The water management district mitigation plans shall be updated annually to reflect the most current Department of Transportation work program and project list of a transportation authority established pursuant to chapter 348 or chapter 349, if applicable, and may be amended throughout the year to anticipate schedule changes or additional projects that may arise. Before amending the mitigation plan to include new projects, the Department of Transportation must consider mitigation banks and other available mitigation options that meet state and federal requirements. Each update and amendment of the mitigation plan shall be submitted to the governing board of the water management district or its designee for approval. However, such approval shall not apply to a deviation as described in subsection (5).

(7) Upon approval by the governing board of the water management district and the Department of Environmental Protection, the mitigation plan shall satisfy the mitigation requirements under this part for impacts specifically identified in the environmental impact inventory described in subsection (2) and any other mitigation requirements imposed by local, regional, and state agencies for these same impacts. The approval of the governing board of the water management district and the Department of Environmental Protection authorizes the activities proposed in the mitigation plan, and no other state, regional, or local permit or approval is necessary.

(8) This section does not eliminate the need for the Department of Transportation or a transportation authority established pursuant to chapter 348 or chapter 349 to comply with the requirement to implement practicable design modifications, including realignment of transportation projects, to reduce or eliminate the impacts of its transportation projects on wetlands and other surface waters as required by rules adopted pursuant to this part, or to diminish the authority under this part to regulate other impacts, including water quantity or water quality impacts, or impacts regulated under this part which are not identified in the environmental impact inventory described in subsection (2).

History.—s. 1, ch. 96-238; s. 36, ch. 99-385; s. 1, ch. 2000-261; s. 93, ch. 2002-20; s. 39, ch. 2004-269; s. 30, ch. 2005-71; s. 12, ch. 2005-281; s. 1, ch. 2009-11; s. 3, ch. 2012-174; s. 22, ch. 2014-223.



Appendix B – Memorandum of Understanding between FDOT and Water Management Districts

AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

THIS AGREEMENT is entered into this 28th day of October, 2019, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the Department) and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (the NFWWMD).

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to furnish the NFWWMD with a list of its projects and an environmental impact inventory of habitat impacts and the anticipated mitigation to offset impacts, based on transportation projects in the next three years of the tentative work program, and may also include future projects; and

WHEREAS, the Department must include the information required by Section 373.4137, Florida Statutes, in its environmental impact inventory; and

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to identify funding for the mitigation option identified in its environmental impact inventory in the Department's work program developed pursuant to section 339.135, Florida Statutes; and

WHEREAS, Section 373.4137, Florida Statutes, directs that by March 1 of each year the NFWWMD will develop a mitigation plan, in consultation with the Department of Environmental Protection, United States Army Corps of Engineers, the Department, and other agencies and interested parties, to offset environmental impacts associated with projects for which the Department has identified the NFWWMD to implement its mitigation; and

WHEREAS, Section 373.4137, Florida Statutes, requires the NFWWMD to prepare the mitigation plan to meet the requirements of 33 U.S.C. s. 1344 and 33 C.F.R. part 332, including federal permitting, and to identify mitigation sites and provide the related scope of mitigation services; and

WHEREAS, Section 373.4137, Florida Statutes, requires the NFWWMD to submit the mitigation plan first to the NFWWMD Governing Board or its designee for approval, and then to the Department of Environmental Protection for its approval; and

WHEREAS, Section 373.4137, Florida Statutes, requires the NFWWMD to ensure that the mitigation requirements pursuant to 33 U.S.C. s. 1344 and 33 C.F.R. part 332 are met by implementation of the approved mitigation plan, subject to the extent funding is provided by the Department; and

WHEREAS, Section 373.4137, Florida Statutes, authorizes the NFWWMD to request a transfer of funds from the Department thirty (30) days prior to the funds being needed to pay for activities associated with their development or implementation of permitted mitigation in the approved mitigation plan for projects programmed in the current fiscal year; and

WHEREAS, Section 373.4137, Florida Statutes, directs the NFWFMD to maintain records of costs incurred and payments received for providing mitigation services to the Department; and

WHEREAS, the parties wish to agree on the procedures by which payment will be made to the NFWFMD from the Department to pay for development and implementation of approved mitigation plans for projects in District Three of the Department.

NOW THEREFORE, the parties hereby agree as follows:

1. The foregoing recitals are incorporated into and made a part of this AGREEMENT.

2. Changes in environmental impacts or removal of a project from the mitigation plan, as allowable under Section 373.4137, Florida Statutes, may be made on a quarterly basis. An adjustment request, in accordance with the Department's Environmental Mitigation Payment Processing Handbook, will be submitted with the Quarterly Reconciliation Report. The NFWFMD shall email its response to the Department's District Environmental or Permit Office. Any revised information will be forwarded to the Florida Department of Transportation, District 3 Financial Services Office, so that the escrow account can be adjusted.

3. The Department agrees to pay the NFWFMD for the mitigation services as detailed in Section 373.4137, Florida Statutes. The NFWFMD may invoice the Department for lump sum payments once a project has an approved mitigation plan, no earlier than 30 days prior to the date the funds are needed to pay for activities associated with development or implementation of the approved mitigation plan for the current fiscal year.

4. Requests for transfer of funds from the Department to the NFWFMD required under Section 373.4137, Florida Statutes, shall include an itemized invoice that indicates the Department's financial project to which the mitigation relates and must also indicate whether it is the final invoice for mitigation related to that financial project.

5. The total transfers requested from the Department for mitigation services identified with a particular Department financial project may not exceed the amount identified in the work program for that financial project for the current fiscal year.

6. Transfers shall be made in a lump-sum amount for both federally funded and non-federally funded transportation projects that have an approved mitigation plan, which may be found on-line at: <https://www.nfwfwater.com/Water-Resources/Regional-Wetland-Mitigation-Program> or successor website if developed by the NFWFMD. These lump sum payments will be applied to all mitigation stages including early (conceptual) plan development, plan development, final plan development, letting, construction and post-construction activities (long-term perpetual maintenance and monitoring of mitigation projects).

7. To the extent moneys paid to the NFWFMD by the Department are greater than the amount spent in providing the mitigation services to offset the permitted transportation project impacts, these moneys must be refunded to the Department consistent with Section

373.4137, Florida Statutes. If any interest is earned by the NFWWMD on payments from the Department, these moneys must be applied toward mitigation services for the identified mitigation project or refunded to the Department. Similarly, to the extent that a project implemented by the NFWWMD for a Department transportation project results in additional mitigation credits, or any other units of measurement of mitigation which are recognized by federal and/or state regulations or permitting agencies, such additional credits or units of measurement will be reserved by the NFWWMD for use by the Department, if payment for mitigation services has been made. The NFWWMD may otherwise decide to return payments to the Department, including interest, if it has not incurred any expense subsequent to receiving lump sum payments for reduced impacts.

8. Any invoices or requests for transfer of funds shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9. Upon receipt of invoice, the Department has five (5) working days to inspect and approve the invoice. The Department has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20-calendar day period is measured from the latter of: the date a properly completed invoice is received by the Department; or, the date the services are received, inspected and approved.

10. If a warrant in payment of an invoice is not issued within 40 days after receipt of invoice, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the NFWWMD. Interest penalties of less than one (1) dollar shall not be enforced unless the NFWWMD requests payment. Invoices which must be returned to the NFWWMD because of NFWWMD preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

11. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at (877) 693-5236.

12. Records of costs incurred shall be maintained and made available upon request to the Department for three years after final acceptance of the mitigation project by the permitting authority(ies) pursuant to Section 373.4137, Florida Statutes. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the NFWWMD's general accounting records and the project records, together with supporting documents and records of the NFWWMD and all subcontractors considered necessary by the Department for a proper audit of project costs.

13. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money

may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this understanding is contingent upon an annual appropriation by the Legislature.

14. An existing agreement on the same subject matter, as executed between the Department and the NFWFMD on March 17, 2010 and March 18, 2010, respectively, is superseded by and terminated upon execution of this AGREEMENT.

15. This AGREEMENT shall be effective from the last date of execution written below until June 30, 2029. This AGREEMENT may be terminated by mutual written consent of the parties. This AGREEMENT may be extended or renewed by mutual written consent of the parties.

16. All invoices and requests for transfer of funds shall be submitted to the Department at the following address: Florida Department Transportation, D-3 District Permits Coordinator, Post Office Box 607, Chipley, FL 32428-0607.

17. The NFWFMD and the Department will allow public access to all documents and material relating to this AGREEMENT in accordance with the provisions of Chapter 119, Florida Statutes. Should the NFWFMD or the Department assert any exemption provided by Chapter 119, Florida Statutes, or otherwise provided by law, the burden of establishing such exemption, by way of injunctive relief or as otherwise provided by law, shall be upon the party asserting the exemption.


This AGREEMENT shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



By: Phillip Gainer, P.E., District 3 Secretary

10/28/2019
Date


Legal Review

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT


By: Brett J. Cyphers, Executive Director

8/12/19
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

THIS MEMORANDUM OF UNDERSTANDING is entered into this 27th day of July, 2000, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the Department) and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT (District).

WITNESSETH

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to furnish the District, and the Department of Environmental Protection (DEP) information concerning planned construction for transportation projects; and

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to identify funds in an escrow account for the mitigation of environmental impacts from planned transportation projects; and

WHEREAS, Section 373.4137, Florida Statutes, directs the District, in consultation with DEP, the Department, and other agencies and interested parties, to develop a plan for mitigating the environmental impacts of the transportation projects proposed by the Department within the District; and

WHEREAS, Section 373.4137, Florida Statutes, requires the District to submit the mitigation plan to DEP for approval; and

WHEREAS, Section 373.4137, Florida Statutes, requires the District to ensure that the mitigation requirements pursuant to 33 U.S.C. s. 1344 are met by implementation of the approved mitigation plan to the extent funding is provided by the Department; and

WHEREAS, Section 373.4137, Florida Statutes, authorizes the District to request a transfer of funds from the Department escrow account to pay for development and implementation of the approved mitigation plan for projects programmed in the current fiscal year; and

WHEREAS, the parties wish to agree on the procedures by which payment will be made to the District from the Department's escrow funds to pay for development and implementation of approved mitigation plans;

NOW THEREFORE, the parties hereby agree as follows:

1. Changes to impacted acres or anticipated permit date or deletion of a project may be made on a quarterly basis. An adjustment request form (see attached) must be completed by the Department's District Environmental or Permit Office and signed by the District and the Department's District Work Program Manager. Once all signatures are complete, the form will be forwarded to the Florida Department of Transportation Office of Comptroller, Financial Management Office, so that the escrow account can be adjusted.

2. Requests for transfer of funds from the escrow account required under Section 373.4137, Florida Statutes, must include an itemized invoice that indicates the portion of the mitigation plan for which funds are requested, the stages completed, if any, on that portion of the mitigation plan, and the costs incurred within those stages, allocated to one of the following categories: salaries; travel; administrative; contractual; attorney/appraisal fees; planning and land acquisition; District restoration; maintenance and monitoring; equipment; and supplies. The invoice must indicate the Department transportation project to which the mitigation relates and must also indicate whether it is the final invoice for mitigation related to that financial project. The District shall request the transfer of funds from the escrow account no sooner than 30 days prior to the date the funds are needed.

3. The total transfers requested from the escrow account for mitigation efforts identified with a particular Department transportation project will not exceed the amount in escrow for that project for the current fiscal year.

~~4. The minimum amount of the escrow account shall be funded on July 1 of each fiscal year for projects with a scheduled production date. The amount of the escrow account shall be based on the DEP final order or adjusted order, as applicable, for the project. The scheduled production date is defined as the date of the Environmental Resource Permit (ERP) application submittal to the District. Funding amounts shall be \$75,000 per acre of environmental impact, adjusted for the CPI applicable to the year in which the transportation project application is submitted, in accordance with Section 373.4137(3) Florida Statutes.~~

5. The District shall implement approved mitigation plans based upon the funding provided in the escrow account. Funding in the escrow account shall be deemed to provide the reasonable assurance to the District, as part of the (ERP) process, to ensure that mitigation will be completed; this does not relieve the Department from addressing the full wetland impact avoidance/minimization and mitigation requirements of the ERP review process.

~~6. Should mitigation performance credits obtained by the District for any given fiscal year exceed the amount of mitigation required at the end of that same year, a credit value will be recognized which may be used to reduce the amount of escrow account funding required in subsequent fiscal years. Until an appropriate project is identified for the utilization of unused credits, the overage shall be carried as a separate item on all escrow and reconciliation reports.~~

The amount of funding for the escrow account shall only be adjusted to reflect use of unused credits when the use of these credits is approved by the District and DEP, in consultation with those agencies and interested parties referenced in Section 373.4137(4), Florida Statutes, to offset the proposed impacts of a specific project. Adjustment shall be made in the fiscal year within which the scheduled production date of the project falls.

7. Funds will remain in the escrow account and will be rolled over from year to year until such time as the District submits an invoice to the Department that is identified as the "final invoice". At that time any balance in the account will be credited towards the \$12 million advance in accordance with Section 373.4137(4)(c), Florida Statutes.

8. The phases of mitigation development that will be used to identify the stage to which a transfer request relates are:

a. Plan Development

(1) Early Plan Development - The review of Department inventory, field review of impact sites, identification of conceptual plans and mitigation sites, and preparation of plans for approval by the District and DEP;

(2) Plan Development - Mitigation plan development to thirty to forty percent (30/40%) completion, identification of land requirements, field review of mitigation sites, property appraisals and surveys, preparation of right of way maps and legal documents, and purchase of lands, easements, and conservation easements;

(3) Final Plan Development - Completion of mitigation plan development, preparation of pay item quantities, preparation of special contract provisions, and preparation of bid packages;

b. Construction/Acquisition - Purchase of real property or mitigation bank credits, financial contributions to water management district regional watershed projects, earth moving, fencing, mitigation site establishment, construction inspection, and final project acceptance; and

c. Monitoring/Maintenance/Management - Success criteria monitoring, maintenance and removal of exotic species, vegetation replanting, site modifications to slope and adjustments to control and drainage structures, preparation of post construction reports and documents, and on-going land management activities.

9. Requests for transfer of funds to reimburse for actual conceptual plan preparation costs that are submitted to the Department by November 1 of each year must also indicate the Department transportation projects to which the costs will be charged.

10. The District agrees that the Department or its duly authorized representatives shall,

until the expiration of three (3) years after expenditure of funds under this MOU, have access to examine any of the District's books, documents, papers, and records involving transactions related to this MOU.

11. Upon receipt of invoice, the Department has five (5) working days to inspect and approve an invoice that has been submitted. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the services are received, inspected and approved.

12. If payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the District. Interest penalties of less than one (1) dollar shall not be enforced unless the District requests payment. Invoices which have to be returned to a District because of District preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A vendor ombudsman has been established within the department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

14. Records of costs incurred shall be maintained and made available upon request to the Department for three years after final payment for the work pursuant to Florida Statute 337.4137. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the District's general accounting records and the project records, together with supporting documents and records, of the District and all subcontractors considered necessary to the Department for a proper audit of project costs.

15. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement for the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's and the District's performances and obligations under this understanding are contingent upon an annual appropriation by the Legislature.

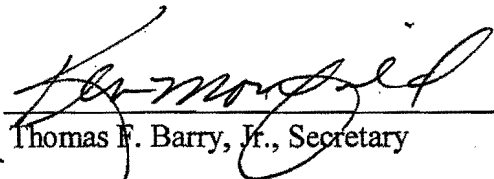
16. All invoices and requests for transfer shall be submitted to the Department at the following address: Florida Department of Transportation, Office of Comptroller, Financial Management Office, 3717 Appalachee Parkway, Suite E, Tallahassee, Florida, 32311.


17. Any invoices or requests for transfer that include travel expenses shall be submitted and paid in accordance with Section 112.061, Florida Statutes.

18. The District and the Department will allow public access to all documents and materials relating to this agreement in accordance with the provisions of Chapter 119, Florida Statutes. Should the District or the Department assert any exemption to the requirements of Chapter 119, Florida Statutes, the burden of establishing such exemption, by way of injunctive relief or as otherwise provided by law, shall be upon that party.

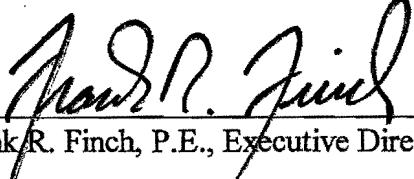
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective as of the date first set forth above.

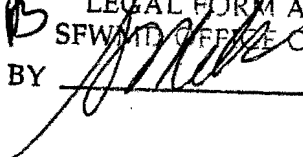
FLORIDA DEPARTMENT OF TRANSPORTATION


By: 
for Thomas F. Barry, Jr., Secretary

Legal Review: 7-11-00
By: 
Attorney - DOT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Frank R. Finch, P.E., Executive Director

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL
BY  DATE 6/27/00

 6-7-00
Procurement Approved

MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

THIS MEMORANDUM OF UNDERSTANDING is entered into this 3rd day of August, 2000, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the Department) and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the District).

WITNESSETH

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to furnish the District, and the Department of Environmental Protection (DEP) information concerning planned construction for transportation projects; and

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to identify funds in an escrow account for the mitigation of environmental impacts from planned transportation projects; and

WHEREAS, Section 373.4137, Florida Statutes, directs the District, in consultation with DEP, the Department, and other agencies and interested parties, to develop a plan for mitigating the environmental impacts of the transportation projects proposed by the Department within the District; and

WHEREAS, Section 373.4137, Florida Statutes, requires the District to submit the mitigation plan to DEP for approval; and

WHEREAS, Section 373.4137, Florida Statutes, requires the District to ensure that the mitigation requirements pursuant to 33 U.S.C. s. 1344 are met by implementation of the approved mitigation plan to the extent funding is provided by the Department; and

WHEREAS, Section 373.4137, Florida Statutes, authorizes the District to request a transfer of funds from the Department escrow account to pay for development and implementation of the approved mitigation plan for projects programmed in the current fiscal year; and

WHEREAS, the parties wish to agree on the procedures by which payment will be made to the District from the Departments escrow funds to pay for development and implementation of approved mitigation plans.

NOW THEREFORE, the parties hereby agree as follows:

1. Changes to impacted acres or anticipated permit date or deletion of a project may be made on a quarterly basis. An Adjustment request form (see attached) must be completed by the Department's District Environmental or Permit Office and signed by the District, and the Department's District Work Program Manager. Once all signatures are complete, the form will be forwarded to the Florida Department of Transportation Office of Comptroller, Financial Management Office, so that the escrow account can be adjusted.

2. Requests for transfer of funds from the escrow account required under Section 373.4137, Florida Statutes, must include an itemized invoice that indicates the portion of the mitigation plan for which funds are requested, the stages completed on that portion of the mitigation plan, and the costs incurred within those stages, allocated to one of the following categories: salaries; travel; administrative; contractual; land acquisition; District restoration; attorney/appraisal fees; equipment; and supplies. The invoice must indicate the Department financial project to which the mitigation relates and must also indicate whether it is the final invoice for mitigation related to that financial project.

3. The total transfers requested from the escrow account for mitigation efforts identified with a particular Department financial project will not exceed the amount in escrow for that financial project for the current fiscal year.

4. The phases of development of mitigation implementation that will be used to identify the stage to which a transfer request relates are:

a. Plan Development – The review of Department inventory, field review of impact and mitigation sites, identification of conceptual plans and mitigation sites, preparation of plans for approval by the District and DEP;

b. Plan Implementation – Purchase of lands, easements, and conservation easements or mitigation bank credits, financial contributions to water management district regional watershed projects, earth moving, mitigation site establishment, construction inspection; and

c. ~~Monitoring/Maintenance/Management~~ - Success criteria monitoring, maintenance and removal of exotic species, vegetation replanting, site modifications to slope and adjustments to control and drainage structures, preparation of post construction reports and documents, on-going land management activities, and compliance coordination with federal agencies.

*4 year
are missing* →

5. Requests for transfer of funds to reimburse for actual conceptual plan preparation costs that are submitted to the Department by November 1 of each year must also indicate the Department financial projects to which the costs will be charged.

6. The District agrees that the Department or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this MOU,

have access to examine any of the District's books, documents, papers, and records involving transactions related to this MOU.

7. Upon receipt of invoice, the Department has five (5) working days to inspect and approve the services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the services are received, inspected and approved.

8. If payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the District. Interest penalties of less than one (1) dollar shall not be enforced unless the District requests payment. Invoices which have to be returned to a District because of District preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A vendor ombudsman has been established within the department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptrollers Hotline, 1-800-848-3792.

10. Records of costs incurred shall be maintained and made available upon request to the Department for three years after final payment for the work pursuant to Florida Statute 337.4137. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Districts general accounting records and the project records, together with supporting documents and records, of the District and all subcontractors considered necessary to the Department for a proper audit of project costs.

11. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement for the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this understanding is contingent upon an annual appropriation by the Legislature.

12. All invoices and requests for transfer shall be submitted to the Department at the following address: Florida Department of Transportation, Office of Comptroller,

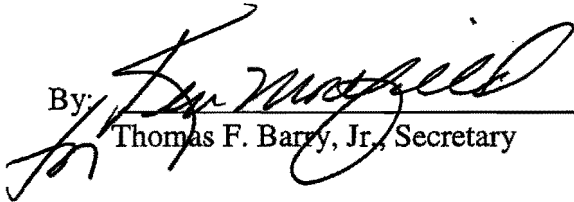
Financial Management Office, 3717 Appalachee Parkway, Suite E, Tallahassee, Florida, 32311.


13. Any invoices or requests for transfer that include travel expenses shall be submitted and paid in accordance with Section 112.061, Florida Statutes.

14. The District and the Department will allow public access to all documents and materials relating to this agreement in accordance with the provisions of Chapter 119, Florida Statutes. Should the District or the Department assert any exemption to the requirements of Chapter 119, Florida Statutes, the burden of establishing such exemption, by way of injunctive relief or as otherwise provided by law, shall be upon that party.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective as of the date first set forth above.

FLORIDA DEPARTMENT OF TRANSPORTATION

By: 
Thomas F. Barry, Jr., Secretary

Legal Review: 7-28-00
By: 
Attorney - DOT

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: 
Executive Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 1st day of November, 1999, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (the "District").

WITNESSETH

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to furnish the District, and the Department of Environmental Protection ("DEP") information concerning planned construction for transportation projects; and

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to identify funds in an escrow account for the mitigation of environmental impacts from planned transportation projects; and

WHEREAS, Section 373.4137, Florida Statutes, directs the District, in consultation with DEP, the Department, and other agencies and interested parties, to develop a plan for mitigating the environmental impacts of the transportation projects proposed by the Department within the District; and

WHEREAS, Section 373.4137, Florida Statutes, requires the District to submit the mitigation plan to DEP for approval; and

WHEREAS, Section 373.4137, Florida Statutes, requires the District to ensure that the mitigation requirements pursuant to 33 U.S.C. s. 1344 are met by implementation of the approved mitigation plan to the extent funding is provided by the Department; and

WHEREAS, Section 373.4137, Florida Statutes, authorizes the District to request a transfer of funds from the Department escrow account to pay for development and implementation of the approved mitigation plan for projects programmed in the current fiscal year; and

WHEREAS, the parties wish to agree on the procedures by which payment will be made to the District from the Department's escrow funds to pay for development and implementation of approved mitigation plans;

NOW THEREFORE, the parties hereby agree as follows:

1. Changes to impacted acres or anticipated permit date or deletion of a project may be made on a quarterly basis. An Adjustment request form (see attached) must be completed by the Department's District Environmental or Permit Office and signed by the District, the Department's District Work Program Manager, and DEP. Once all signatures are complete, the form will be forwarded to the Florida Department of Transportation Office of Comptroller, Financial Management Office, so that the escrow account can be adjusted.

2. Requests for transfer of funds from the escrow account required under Section 373.4137, Florida Statutes, must include an itemized invoice that indicates the portion of the mitigation plan for which funds are requested, the stages completed on that portion of the mitigation plan, and the costs incurred within those stages, allocated to one of the following categories: salaries; travel; administrative; contractual; attorney/appraisal fees; equipment; and supplies. The invoice must indicate the Department financial project to which the mitigation relates and must also indicate whether it is the final invoice for mitigation related to that financial project.

3. The total transfers requested from the escrow account for mitigation efforts identified with a particular Department financial project will not exceed the amount in escrow for that financial project for the current fiscal year.

4. The mitigation stages that will be used to identify the stage to which a transfer request relates are:

a. Early Plan Development - The review of Department inventory, field review of impact sites, identification of conceptual plans and mitigation sites, and preparation of plans for approval by the District and DEP;

b. Plan Development - Mitigation plan development to thirty to forty percent (30/40%) completion, identification of land requirements, field review of mitigation sites, property appraisals and surveys, preparation of right of way maps and legal documents, and purchase of lands, easements, and conservation easements;

c. Final Plan Development - Completion of mitigation plan development, preparation of pay item quantities, preparation of special contract provisions, and preparation of bid packages;

d. Letting - Project advertisement; acceptance of bids, and award of project;

e. Construction - Purchase of mitigation bank credits, financial contributions to water management district regional watershed projects, earth moving, fencing, mitigation site

establishment, construction inspection, and final project acceptance; and

f. Post Construction Activities - Success criteria monitoring, maintenance and removal of exotic species, vegetation replanting, site modifications to slope and adjustments to control and drainage structures, and preparation of post construction reports and documents.

5. Requests for transfer of funds to reimburse for actual conceptual plan preparation costs that are submitted to the Department and DEP by November 1 of each year must also indicate the Department financial projects to which the costs will be charged.

6. Any invoices or requests for transfer shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

7. Upon receipt of invoice, the Department has five (5) working days to inspect and approve the services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the services are received, inspected and approved.

8. If payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the District. Interest penalties of less than one (1) dollar shall not be enforced unless the District requests payment. Invoices which have to be returned to a District because of District preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A vendor ombudsman has been established within the department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. Records of costs incurred shall be maintained and made available upon request to the Department for three years after final payment for the work pursuant to Florida Statute 337.4137. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the District's general accounting records and the project records, together with supporting documents and records, of the District and all subcontractors considered necessary to the Department for a proper audit of project costs.

11. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money

may be paid on such contract. The Department shall require a statement for the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this understanding is contingent upon an annual appropriation by the Legislature.

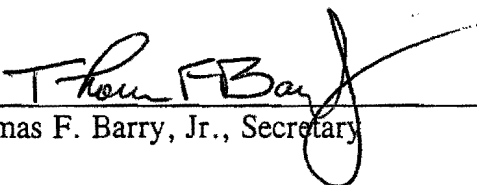
12. All invoices and requests for transfer shall be submitted to the Department at the following address: Florida Department of Transportation, Office of Comptroller, Financial Management Office, 3717 Appalachee Parkway, Suite E, Tallahassee, Florida, 32311.

13. Any invoices or requests for transfer that include travel expenses shall be submitted and paid in accordance with Section 112.061, Florida Statutes.


14. The District and the Department will allow public access to all documents and materials relating to this agreement in accordance with the provisions of Chapter 119, Florida Statutes. Should the District or the Department assert any exemption to the requirements of Chapter 119, Florida Statutes, the burden of establishing such exemption, by way of injunctive relief or as otherwise provided by law, shall be upon that party.

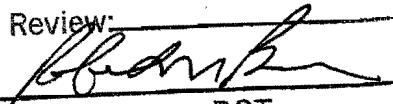

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective as of the date first set forth above.

FLORIDA DEPARTMENT OF TRANSPORTATION

By: 
Thomas F. Barry, Jr., Secretary

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: 
Executive Director

Legal Review: 
By: 
Attorney - DOT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 14 day of June, 2001, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (the "District").

WITNESSETH

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to furnish the District, and the Department of Environmental Protection ("DEP") information concerning planned construction for transportation projects; and

WHEREAS, Section 373.4137, Florida Statutes, directs the Department to identify funds in an escrow account for the mitigation of environmental impacts from planned transportation projects; and

WHEREAS, Section 373.4137, Florida Statutes, directs the District, in consultation with DEP, the Department, and other agencies and interested parties, to develop a plan for mitigating the environmental impacts of the transportation projects proposed by the Department within the District; and

WHEREAS, Section 373.4137, Florida Statutes, requires the District to submit the mitigation plan to DEP for approval; and

WHEREAS, Section 373.4137, Florida Statutes, requires the District to ensure that the mitigation requirements pursuant to 33 U.S.C. s. 1344 are met by implementation of the approved mitigation plan to the extent funding is provided by the Department; and

WHEREAS, Section 373.4137, Florida Statutes, authorizes the District to request a transfer of funds from the Department escrow account to pay for development and implementation of the approved mitigation plan for projects programmed in the current fiscal year; and

WHEREAS, the parties wish to agree on the procedures by which payment will be made to the District from the Department's escrow funds to pay for development and implementation of approved mitigation plans;

NOW THEREFORE, the parties hereby agree as follows:

1. Changes to impacted acres or anticipated permit date or deletion of a project may be made on a quarterly basis. An Adjustment request form (see attached) must be completed by the Department's District Environmental or Permit Office and signed by the District, the Department's District Work Program Manager, and DEP. Once all signatures are complete, the form will be forwarded to the Florida Department of Transportation Office of Comptroller, Financial Management Office, so that the escrow account can be adjusted.

2. Requests for transfer of funds from the escrow account required under Section 373.4137, Florida Statutes, must include an itemized invoice that indicates the portion of the mitigation plan for which funds are requested, the stages completed on that portion of the mitigation plan, and the costs incurred within those stages, allocated to one of the following categories: salaries; travel; administrative; contractual; attorney/appraisal fees; equipment; and supplies. The invoice must indicate the Department financial project to which the mitigation relates and must also indicate whether it is the final invoice for mitigation related to that financial project.

3. The total transfers requested from the escrow account for mitigation efforts identified with a particular Department financial project will not exceed the amount in escrow for that financial project for the current fiscal year.

4. The mitigation stages that will be used to identify the stage to which a transfer request relates are:

a. Early Plan Development - The review of Department inventory, field review of impact sites, identification of conceptual plans and mitigation sites, and preparation of plans for approval by the District and DEP;

b. Plan Development - Mitigation plan development to thirty to forty percent (30/40%) completion, identification of land requirements, field review of mitigation sites, property appraisals and surveys, preparation of right of way maps and legal documents, and purchase of lands, easements, and conservation easements;

c. Final Plan Development - Completion of mitigation plan development, preparation of pay item quantities, preparation of special contract provisions, and preparation of bid packages;

d. Letting - Project advertisement; acceptance of bids, and award of project;

e. Construction - Purchase of mitigation bank credits, financial contributions to water management district regional watershed projects, earth moving, fencing, mitigation site establishment, construction inspection, and final project acceptance; and

f. Post Construction Activities - Success criteria monitoring, maintenance and removal of exotic species, vegetation replanting, site modifications to slope and adjustments to control and

drainage structures, and preparation of post construction reports and documents.

5. Requests for transfer of funds to reimburse for actual conceptual plan preparation costs that are submitted to the Department and DEP by November 1 of each year must also indicate the Department financial projects to which the costs will be charged.

6. Any invoices or requests for transfer shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

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8. If payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the District. Interest penalties of less than one (1) dollar shall not be enforced unless the District requests payment. Invoices which have to be returned to a District because of District preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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10. Records of costs incurred shall be maintained and made available upon request to the Department for three years after final payment for the work pursuant to Florida Statute 337.4137. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the District's general accounting records and the project records, together with supporting documents and records, of the District and all subcontractors considered necessary to the Department for a proper audit of project costs.

11. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement for the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this understanding is contingent upon an annual appropriation by the

Legislature.

12. All invoices and requests for transfer shall be submitted to the Department at the following address: Florida Department of Transportation, Office of Comptroller, Financial Management Office, 3717 Appalachee Parkway, Suite E, Tallahassee, Florida, 32311.

13. Any invoices or requests for transfer that include travel expenses shall be submitted and paid in accordance with Section 112.061, Florida Statutes.

14. The District and the Department will allow public access to all documents and materials relating to this agreement in accordance with the provisions of Chapter 119, Florida Statutes. Should the District or the Department assert any exemption to the requirements of Chapter 119, Florida Statutes, the burden of establishing such exemption, by way of injunctive relief or as otherwise provided by law, shall be upon that party.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective as of the date first set forth above.

FLORIDA DEPARTMENT OF TRANSPORTATION

By: Thomas F. Barry, Jr.
Thomas F. Barry, Jr., Secretary

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: E. D. "Sonny" Vergara
E. D. "Sonny" Vergara, Executive Director

APPROVED FUNDS AVAILABLE
ROBIN NAITOVE - COMPTROLLER

Approved as to Legal Form and
Content
Kam & West 5/21/01
Attorney

JUN 11 2001

BY Robin Naitove

Legal Review: 6-14-01 oldpl

By: Robert B. ...
Attorney - DOT

Appendix D – Invoicing Form

Mitigation Invoice for FDOT							Invoice Date:	[xx/xx/xx]			
							Invoice No.:	[xxxxxx]			
FROM: Agency Name (WMD or FDEP):							TO: FDOT District:				
Street Address:							Street Address:				
City, State, ZIP Code:							City, State, ZIP Code:				
Agency Contact Name							District Permit Coordinator:				
Telephone No. (000-000-0000):							Telephone No. (000-000-0000):				
E-mail Address:							Customer ID [ABC12345]:				
Contract Number	FDOT Project FM	Project Information/Description					Invoice Information				
		FDOT Project Name	Mitigation Site Name	Type of Mitigation	Status Report Due Date	% Mitigation Completion (if applicable)	Work Performed	Billing Period	Amount		
[Assigned to FDEP and WMDs]	[1234567]	[Ex. SR 60 FROM PINELLAS/ HILLS CO/ TO ROCKY POINT DR]	[Ex. SW 86 (Mobbley Bayou Wilderness Preserve)]	[Ex. Restoration]	[Ex. January]		[Ex. Long Term Maintenance]	[Date(s)]			
							TOTAL AMOUNT DUE THIS INVOICE:				
							VENDOR/AGENCY SIGNATURE:				

Work Performed:

1. Early Plan Development – Review of FDOT inventory, field review of impact sites, identification of conceptual plans and sites, preparation of plans
2. Plan Development – Mitigation plan development to thirty to forty percent completion, field review of mitigation sites, appraisals and surveys, purchase of lands, easements, and conservation easements
3. Final Plan Development – Completion of plan development, preparation of pay item quantities, preparation of contract provisions, and preparation of bid packages
4. Letting – Project advertisement, acceptance of bids, and award of project
5. Construction – Earth moving, fencing, mitigation site establishment, construction inspection, and final project acceptance
6. Post Construction Activities – Success criteria monitoring, maintenance and removal of exotic species, replanting, site modifications, and preparation of post construction reports and documents
7. Long-term maintenance – Activities associated with ensuring success, elimination of exotics, site protection measures, etc.



Appendix E – Invitation to Bid Templates for Mitigation Credits

Technical Specifications and Bid Sheet for Dual Credits (both federal and state credits)

Technical Specifications

Bid #: XXXX

Bid Title: Purchase of Mitigation Credits to Offset Wetland and Species Impacts for Project Name in xxWMD Regulatory Basin Name or Number

The Florida Department of Transportation (Department) is requesting bids for the purchase of mitigation credits to offset wetland impacts (*Note to preparer – delete species specific part of sentence if not applicable*) and conservation bank credits for impacts to [NAME SPECIES] and their habitat for the following project(s) as described in Table 1 and subject to the technical specifications outlined herein. This is an indefinite quantity contract and the quantities identified below are estimated quantities only. The Department does not guarantee any specific quantity of mitigation credits to be purchased.

Financial Project Number XXXXXX-X-XX-XX // Project Description

(*Note to preparer: add additional project FM/Descriptions for additional projects as needed; credit type can be modified as needed; and add “other Department projects requiring wetland mitigation credits within the basin as needed”*)

Table 1 - Estimated Mitigation Credits Need

Basin Name or Number		(add in basin name or number here)		
Mitigation Credit Assessment Methodology		Uniform Mitigation Assessment Method		
Wetland Credit Type	Anticipated Impact Acres	Federal & State	Federal Only	State Only

Species Credit Type	Anticipated Impact Acres	Federal credits



* The "Anticipated Impact Acres" column is included for those bankers with credits other than UMAM. The Banker uses the wetland impact acres to determine the number of credits needed to offset impacts. Please note that the wetland impact acres are estimated and are subject to agency verification during the permitting review process.

NOTES TO Preparer –

1. *This template has been structured to identify mitigation credits needed on a basin level; however, if a District chooses to bid for credits for multiple basins, please coordinate with Central Office.*
2. *Under Wetland Credit Type, list the appropriate wetland credit type(s) needed for the project.*
3. *Under Species Credit Type, list the appropriate species credit type(s) needed. This can be deleted if not applicable.*
4. *Identify the bundled credit need under "Federal & State" and any additional "State" or "Federal" that a project may need. For example, if a project requires 6 federal credits and 5 state credits, identify "5" under "Federal & State," and "1" under "Federal" and "0" under "State".*
5. *Do not leave blank columns and add "N/A" where applicable.*

The Vendor must meet the minimum criteria listed below:

1. If bidding on the state credits, the Vendor must possess a valid state mitigation banking permit (state permit). The mitigation credits must be acceptable to the SFWMD and the Florida Department of Environmental Protection (FDEP), as appropriate. The Vendor shall provide the Department a copy of its state permit and a copy of its current state credit ledger, so the available number of credits can be verified, at the time of its bid submittal.
 - a. The mitigation bank's service area must cover the identified WMD basin. Alternatively, if a mitigation bank's service area is outside the identified basin, a Vendor can provide written verification from the WMD or FDEP, as applicable, that its bank is acceptable to offset wetland impacts associated with the planned project.
2. If bidding on the federal credits, the Vendor must possess a valid federal mitigation banking instrument (federal permit). The mitigation credits must be acceptable to the United States Army Corps of Engineers (USACE), or FDEP when exercising its authority under the State 404 Program, as well as all federal review/commenting agencies as appropriate. The Vendor shall provide the Department a copy of its federal permit and a copy of its current federal credit ledger, so the number of credits that are available can be verified, at the time of its bid submittal.
 - a. The mitigation bank must have a federal service area which encompasses the planned project's wetland impacts. Alternatively, if a mitigation bank's federal service area does not encompass the planned project's wetland impacts, a Vendor can provide written verification from the USACE or FDEP that its credits are acceptable to offset wetland impacts for a planned project.
 - b. The federal credits shall include all species credits (e.g., wood stork) tied to each wetland credit. The Vendor must possess a valid Conservation Bank Agreement or other written verification from the United States Fish and Wildlife Service (USFWS) demonstrating the federal species credit satisfies the project's mitigation needs. The Vendor shall provide copies of the appropriate document(s) to the Department at the time of submittal of its bid. The Department reserves the right to coordinate with regulatory agencies to verify



- this information. Prior to purchase the Vendor shall also provide a copy of its current federal ledger so the number of credits available can be verified.
- c. The conservation bank service area must be able to satisfy USFWS requirements. Alternatively, a Vendor can provide written verification from the USFWS that its credits are acceptable to offset species impacts for a planned project.
 - d. The conservation bank must have the appropriate type of species credits released and available for sale at the time of purchase.
3. If bidding on both the state and federal credits under one bid price, the Vendor must meet both criteria 1 and 2 above.
 4. The mitigation bank must have the type of mitigation credits it is specifically bidding on released and available for sale at the time of bid. The Department will purchase credits by purchase order as needed to meet project needs.
 5. When a Vendor's mitigation credits use an assessment methodology other than UMAM, the Vendor must provide documentation as part of its bid proposal from the appropriate permitting agency(ies) stating the credits can be used for the Department's proposed project. The Vendor is responsible for calculating any conversion factors and providing documentation from the appropriate regulatory agencies confirming that the bidder's conversion calculation of permitted credits to UMAM is acceptable to satisfy the Department's mitigation needs. The Department reserves the right to coordinate with regulatory agencies to determine whether these mitigation bank credits are appropriate to meet its mitigation needs.

The Vendor shall bid using the included Bid Sheet. A Vendor shall only submit one bid sheet and no bids will be accepted from bidders who do not directly own or control the credits. The prospective Bidder is not required to be able to provide all the credits anticipated to be needed. A Vendor that is able to provide both state and federal credits may elect to provide a bid price for each of the following mitigation categories: "State only", "Federal only" and "Federal & State".

The Department's intent is to purchase mitigation credits by purchase order from the lowest bidder or lowest combination of bidders to meet the needs of each project. The Department will purchase mitigation credits from the bidder(s) that provide the lowest cost for the overall mitigation needs for a project. If a low bidder cannot meet the entire mitigation need for a project, the Department may purchase the remainder from higher bidders to fulfill the total project need. If a Vendor elects to bid on all three mitigation categories, the Department will use the bid price associated with the project needs that will produce the lowest purchase price. For each subsequent purchase, the Department reserves the right to purchase available credits from the lowest bidder and proceed in order of price proposals to determine the best value for the state.

To the extent the credits purchased by the Department exceed the number of actual credits needed for a given project, the Department reserves the right to use any excess credits on future projects. The Department reserves the right to allocate the purchased credits on any Department project.

The Vendor shall reserve any excess mitigation credits purchased by the Department for the Department's exclusive use on future projects and such credits shall be available upon the Department's request. The Vendor shall not sell these excess mitigation credits reserved for the benefit of the Department to any third party.



The Vendor will aid the Department by properly updating its ledger(s) and assist as necessary to update regulatory ledger(s) to reflect actual credits used and document the remaining credits available for use by the Department.

If following the Department’s mitigation credit purchase, the Vendor becomes subject to non-compliance with either its State or Federal permit, the Vendor shall notify the Department and take all action necessary to prioritize the preservation of the Department’s unassigned or reserved excess mitigation credits when resolving its non-compliance issues.

Bid Sheet

Bid #: XXXX

Bid Title: Purchase of Mitigation Credits to Offset Wetland and Species Impacts for Project Name in XXWMD Regulatory Basin X

This is a 24-month Term Contract (*Note to preparer – “24-month Term of Contract” may be reduced to meet District need*) whereby the Vendor agrees to furnish wetland mitigation bank credits (*Note to preparer – delete species specific part of sentence if not applicable*) and/or conservation bank credits on an as needed basis to meet the Department’s mitigation needs on a per project basis at the specified bid price. The 24 months will commence on the date the award is final. The Department does not guarantee any specific quantity of mitigation credits to be purchased.

At the time of the bid the Vendor must have approved banking instruments (permits) and have available federal and/or state wetland mitigation bank credits and/or conservation bank credits for purchase that meet the requirements of this ITB. Please provide a copy of the mitigation bank’s state and federal permits and a copy of the mitigation bank’s current state and federal ledger sheets.

If not bidding on certain credit types, fill in the blank with “N/A” to be considered responsive.

Please enter the per credit bid price for each mitigation credit type on the table below
(*Note to preparer – Bid Table below may be modified to reflect technical specifications*)

Mitigation Bank Name (Only One Bank may be Listed)	
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Table 1 – Estimated Mitigation Credit Needed

Basin Name or Number				
Mitigation Credit Assessment Methodology		<i>Uniform Mitigation Assessment Method</i>		
Wetland Credit Type	Anticipated Impact Acres	Federal & State	Federal Only	State Only



Species Credit Type	Anticipated Impact Acres	Federal credits

* The "Anticipated Impact Acres" column is included for those bankers with credits other than UMAM. The Banker uses the wetland impact acres to determine the number of credits needed to offset impacts. Please note that the wetland impact acres are estimated and are subject to agency verification during the permitting review process.

(Note to preparer – only include if ratio credits are available in the basin) *For Ratio credits, attach documentation from the appropriate regulatory agencies demonstrating ratio credits satisfy project mitigation needs. The Department reserves the right to coordinate with regulatory agencies to determine whether ratio credits are appropriate to meet project mitigation needs.

Delivery: A letter acknowledging receipt shall be provided to the Department upon notice of award. Delivery will be made within 14 days of receipt of purchase order and shall include confirmation that formal adjustments to the state and federal ledgers have been made and approved by the appropriate regulatory agencies. Payment will be rendered upon formal adjustments to the ledgers. The Department may consult with the appropriate regulatory agencies to confirm that credits from the respective bank will satisfy mitigation required before the Intended Award will be made.

MFMP Transaction Fee: All payments to the Vendor in response to this competitive solicitation **WILL** be subject to the **MFMP Transaction Fee** in accordance with the attached Form PUR 1000 General Contract Condition # 14. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

Note: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Vendor: _____ FEID #: _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Authorized Signature: _____ Date: _____

Environmental Mitigation Payment Processing Handbook



Printed/Typed Name: _____ Title: _____



Technical Specifications and Bid Sheet for Federal Credits

Technical Specifications

Bid #: XXXX

Bid Title: Purchase of Mitigation Credits to Offset Federal Wetland Impacts for Projects in **XXWMD** Regulatory Basin **X**

The Florida Department of Transportation (Department) is requesting bids for the purchase of federal mitigation credits to offset wetland impacts associated with multiple projects located within **XX Water Management District (XXWMD)** Regulatory Basin Name or Number including those described in the Table 1 and subject to the technical specifications outlined herein. This is an indefinite quantity contract. The Department does not guarantee any specific quantity of mitigation credits to be purchased.

Table 1 - Estimated Mitigation Credit

Basin Name or Number		
Mitigation Credit Assessment Methodology		Uniform Mitigation Assessment Method
Wetland Credit Type	Anticipated Impact Acres	Federal Credits

The Vendor must meet the minimum criteria listed below:

1. The Vendor must possess a valid federal banking instrument (permit). The mitigation credits must be acceptable to the United States Army Corps of Engineers (USACE), as well as all federal review/commenting agencies as appropriate. The Vendor shall provide a copy of its federal permit and a copy of its current federal credit ledger to the Department at the time of submittal of its bid. Prior to each purchase the Vendor shall provide a copy of its current federal credit ledger so the number of credits that are available can be verified.
 - a. The mitigation bank must have a federal service area which encompasses the planned project’s wetland impacts. Alternatively, a Vendor can provide written verification from the USACE that its credits are acceptable to offset wetland impacts for a planned project.
 - b. The federal credits shall include all species credits (e.g., wood stork) tied to each wetland credit.



2. The mitigation service area of the mitigation bank under which mitigation credits are available must be able to satisfy USACE requirements. Alternatively, a Vendor can provide written verification from the USACE that its bank is acceptable for wetland impacts for a planned project.
3. The mitigation bank must have the type of mitigation credits it is specifically bidding on released and available for sale at the time of bid. The Department will purchase credits by purchase order as needed to meet project needs.
4. The mitigation credits required shall be certified using the Uniform Mitigation Assessment Methodology (UMAM).
5. If the Vendor's mitigation bank credits were assessed using an assessment methodology other than as advertised in this ITB, the Vendor must provide documentation from the appropriate permitting agency stating the credits can satisfy the Department's mitigation need. The Vendor is responsible for calculating any conversion factors and receiving approval from the permitting authority. The Department reserves the right to coordinate with regulatory agencies to determine whether these mitigation bank credits are appropriate to meet its mitigation needs.

The Vendor shall bid using the included Bid Sheet. A Vendor shall only submit one bid sheet and no bids will be accepted from bidders who do not directly own or control the credits. The prospective Bidder is not required to be able to provide all of the credits anticipated to be needed.

The Department's intent is to purchase mitigation credits by purchase order from the lowest bidder or lowest combination of bidders to meet the needs of each project. The Department will purchase mitigation credits from the bidder(s) that provide the lowest cost for the overall mitigation needs for a project. If a low bidder cannot meet the entire mitigation need for a project, the Department may purchase the remainder from higher bidders to fulfill the total project need. If a Vendor elects to bid on all three mitigation categories, the Department will use the bid price associated with the project needs that will produce the lowest purchase price. For each subsequent purchase, the Department reserves the right to purchase available credits from the lowest bidder, and proceed in order of price proposals to determine the best value for the state.

To the extent the credits purchased by the Department exceed the number of actual credits needed for a given project, the Department reserves the right to use any excess credits on future projects. The Department reserves the right to allocate the purchased credits on any Department project.

The Vendor will aid the Department by properly updating its ledger(s) and assist as necessary to update regulatory ledger(s) to reflect actual credits used and document the remaining credits available for use by the Department.



Bid Sheet

Bid #: XXXX

Bid Title: Purchase of Mitigation Credits to Offset Federal Wetland Impacts for Projects in XX Regulatory Basin XX

This is a 24-month Term Contract whereby the Vendor agrees to furnish mitigation credits on an as needed basis to meet the Department’s mitigation needs on a per project basis at the specified bid price. The 24 months will commence on the date the award is final. The Department does not guarantee any specific quantity of mitigation credits to be purchased.

At the time of the bid the Vendor must have approved banking instruments and have available federal bank credits that meet the requirements of this ITB. Please provide documentation demonstrating that the bank is fully permitted.

Please enter the per credit bid price for each mitigation credit type in the table below

(Note to preparer – Bid Table below may be modified to reflect technical specifications)

Mitigation Bank Name (Only One Bank may be Listed)	
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Wetland Credit Type	Price per Federal credit
	UMAM
<i>Freshwater Herbaceous</i>	\$
<i>Freshwater Forested</i>	\$
<i>Saltwater Marsh</i>	\$
<i>Mangrove Swamps</i>	\$

Delivery: A receipt letter shall be delivered to the Department upon notice of award. Delivery will be made within 14 days of receipt of purchase order and shall include confirmation that formal adjustments to the state and federal ledgers have been made and approved by the appropriate regulatory agencies. Payment will be rendered upon formal adjustments to the ledgers. The Department may consult with the appropriate regulatory agencies to confirm that credits from the respective bank will satisfy mitigation required before the Intended Award will be made.

MFMP Transaction Fee: All payments to the Vendor in response to this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition # 14. The Transaction Fee imposed shall be based upon the date of issuance of the payment.



Note: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions

Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Vendor: _____ FEID #: _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Authorized Signature: _____ Date: _____

Printed/Typed Name: _____ Title: _____



Technical Specifications and Bid Sheet for State Credits

Technical Specifications

Bid #: XXXX

Bid Title: Purchase of Mitigation Credits to Offset State Wetland Impacts for Projects in **XXWMD** Regulatory Basin **XX**

The Florida Department of Transportation (Department) is requesting bids for the purchase of up to **X** forested and **X** herbaceous mitigation credits to offset wetland impacts associated with multiple projects located within **XX Water Management District (XXWMD)** Regulatory Basin **X**. This is an indefinite quantity contract. The Department does not guarantee any specific quantity of mitigation credits to be purchased. The Vendor must meet the minimum criteria listed below:

1. The Vendor must possess a valid state banking instrument (permit). The mitigation credits must be acceptable to the **XWMD** and the Florida Department of Environmental Protection (FDEP), as appropriate. The Vendor shall provide a copy of its state permit and a copy of its current state ledger to the Department at the time of submittal of its bid. Prior to purchase the Vendor shall provide a copy of its state credit ledger so the number of credits that are available can be verified.
2. The mitigation bank's service area must be located within the identified WMD basin. Alternatively, a Vendor can provide written verification from the WMD that its bank is acceptable for wetland impacts for a planned project.
3. The mitigation bank must have the type of mitigation credits it is specifically bidding on released and available for sale at the time of bid. The Department will purchase credits by purchase order as needed to meet project needs.
4. The mitigation credits required shall be certified using the Uniform Mitigation Assessment Methodology (UMAM) or equivalent.
5. If the Vendor's mitigation bank credits were assessed using an assessment methodology other than as advertised in this ITB, the Vendor must provide documentation from the appropriate permitting agency stating the credits can satisfy the Department's mitigation need. The Vendor is responsible for calculating any conversion factors and receiving approval from the permitting authority. The Department reserves the right to coordinate with regulatory agencies to determine whether these mitigation bank credits are appropriate to meet its mitigation needs.

The Vendor shall bid using the included Bid Sheet. A Vendor shall only submit one bid sheet and no bids will be accepted from bidders who do not directly own or control the credits. The prospective Bidder is not required to be able to provide all of the credits anticipated to be needed.

The Department's intent is to purchase mitigation credits by purchase order from the lowest bidder or lowest combination of bidders to meet the needs of each project. The Department will purchase mitigation credits from the bidder(s) that provide the lowest cost for the overall mitigation needs for a project. If a low bidder cannot meet the entire mitigation need for a project, the Department may purchase the remainder from higher bidders to fulfill the total project need. If a Vendor elects to bid on all three mitigation categories, the Department will use the bid price associated with the project needs



that will produce the lowest purchase price. For each subsequent purchase, the Department reserves the right to purchase available credits from the lowest bidder, and proceed in order of price proposals to determine the best value for the state.

To the extent the credits purchased by the Department exceed the number of actual credits needed for a given project, the Department reserves the right to use any excess credits on future projects. The Department reserves the right to allocate the purchased credits on any Department project.

The Vendor will aid the Department by properly updating its ledger(s) and assist as necessary to update regulatory ledger(s) to reflect actual credits used and document the remaining credits available for use by the Department.



Bid Sheet

Bid #: XXXX

Bid Title: Purchase of Mitigation Credits to Offset State Wetland Impacts for Projects in X Regulatory Basin X

This is a [24-month Term Contract](#) whereby the Vendor agrees to furnish state wetland mitigation credits on an as needed basis to meet the Department’s mitigation needs on a per project basis at the specified bid price. The 24 months will commence on the date the award is final. The Department does not guarantee any specific quantity of mitigation credits to be purchased.

At the time of the bid the Vendor must have an approved state banking instrument (permit) and available state wetland mitigation credits that meet the requirements of this ITB. Please provide a copy of the mitigation bank’s current ledger sheets and a copy of the current mitigation banking instrument (permit)

If not bidding on certain credit types, fill in the blank with “N/A” to be considered responsive.

Please enter the per credit bid price for each mitigation credit type in the table below.

(Note to preparer – Bid Table below may be modified to reflect technical specifications)

Mitigation Bank Name (Only One Bank may be Listed)	
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Wetland Credit Type	Price per State credit
	UMAM
<i>Freshwater Herbaceous</i>	\$
<i>Freshwater Forested</i>	\$
<i>Saltwater Marsh</i>	\$
<i>Mangrove Swamps</i>	\$

*For credits other than UMAM credits, attach documentation from the appropriate regulatory agencies demonstrating credits satisfy project mitigation needs. The Department reserves the right to coordinate with regulatory agencies to determine whether the credits are appropriate to meet project mitigation needs.

Delivery: A receipt letter shall be delivered to the Department upon notice of award. Delivery will be made within 14 days of receipt of purchase order and shall include confirmation that formal adjustments to the state and federal ledgers have been made and approved by the appropriate regulatory agencies. Payment will be rendered upon formal adjustments to the ledgers. The Department may consult with the appropriate regulatory agencies to confirm that credits from the respective bank will satisfy mitigation required before the Intended Award will be made.



MFMP Transaction Fee: All payments to the Vendor in response to this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition # 14. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

Note: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Vendor: _____ FEID #: _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Authorized Signature: _____ Date: _____

Printed/Typed Name: _____ Title: _____



Appendix F – Gopher Tortoise Permit Type, Duration, and Corresponding Mitigation Contribution with Annual CPI Adjustment

Gopher Tortoise Permitting Guidelines

Florida Fish and Wildlife Conservation Commission

Table 1. Permit Type, Duration, and Corresponding Mitigation Contribution (adjusted for 2021 CPI. For current mitigation amounts, refer to <http://MyFWC.com/GopherTortoise>).

PERMIT TYPE	PERMIT DURATION	MITIGATION CONTRIBUTION
Authorized Agent	4 years	\$557 (one-time contribution)
Recipient Site	Varies	No mitigation required
10 or Fewer Burrows <i>Tortoises are relocated on-site or off-site*</i>	1 year	\$223
Conservation <i>>10 burrows relocated to long-term protected area, to public conservation lands, or from public projects to contiguous public conservation land</i>	1 year or 60 months	\$223 for first group of 10 burrows (up to five gopher tortoises) \$334 each additional tortoise
Conservation <i>>10 burrows relocated to short-term protected area</i>	1 year	\$223 for first group of 10 burrows (up to five gopher tortoises) \$3,341 each additional tortoise
Conservation <i>Tortoises relocated to unprotected area</i>	1 year	\$3,341 per tortoise
Temporary Exclusion <i>Exclusions for longer than 6 months must apply for a Conservation permit</i>	1 year or 60 months	\$111 per tortoise (exclusions < 2 months) \$223 per tortoise (exclusions 2 to 4 months) \$334 per tortoise (exclusions 4 to 6 months)
Burrow or Structure Protection <i>Up to 2 burrows and on-site relocation only</i>	6 months	No mitigation required
Emergency Take	Evaluated on a case-by-case basis	\$4,455 per tortoise
Disturbed Site <i>See Section IV. Disturbed Site Permits for more information</i>	Evaluated on a case-by-case basis	\$1,671** additional per tortoise added to the standard mitigation

*Gopher tortoises relocated off-site under a 10 or Fewer Burrows permit cannot be relocated to an unprotected recipient site.

**Additional per tortoise mitigation is not required for each tortoise authorized for relocation that is in excess of the number estimated (see Appendix 4) to occur within a Disturbed Site.