**ATTACHMENT 1**

**SAMPLE AGREEMENT**

**FOR**

**ORACLE THIRD PARTY SUPPORT**

**RFP 2003**

AGREEMENT NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGREEMENT

BETWEEN THE

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR

ORACLE THIRD PARTY SUPPORT

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a private corporation, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide technical product support for the DISTRICT’S licensed Oracle database software as more particularly described in the DISTRICT’S Request for Proposal (RFP) No. 2003, Oracle Third Party Support, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the DISTRICT; and

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

1. INDEPENDENT CONSULTANT.

Neither the DISTRICT nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT’S employees, subcontractors or agents, except as set forth in this Agreement, and the CONSULTANT expressly warrants not to represent at any time or in any manner that the CONSULTANT or the CONSULTANT’S employees, subcontractors or agents, are in any manner agents or employees of the DISTRICT. It is understood and agreed that the CONSULTANT is and shall at all times remain as to the DISTRICT, a wholly independent contractor and that the CONSULTANT’s obligations to the DISTRICT are solely as prescribed by this Agreement.

1. PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual set forth below as its respective Project Manager for matters arising under this Agreement. Project managers shall assist with PROJECT coordination and shall be each party’s prime contact person. Notices shall be sent to the attention of each party’s Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties’ addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT: Kim Cash

 Southwest Florida Water Management District

 7601 US Highway 301 North

 Tampa, Florida 33637-6759

Project Manager for the CONSULTANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. COMPENSATION.

The DISTRICT agrees to pay the CONSULTANT annual payments for support in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice, as defined in Subparagraph 3.2 of this Agreement, with sufficient detail to satisfy audit reviews. If necessary, for audit purposes, the CONSULTANT shall provide additional supporting information as required to document invoices. Invoices shall be submitted annually by the CONSULTANT to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section

Southwest Florida Water Management District

Post Office Box 15436

Brooksville, Florida 34604-5436

In addition to sending an original invoice to the DISTRICT’S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT’S Project Manager in order to expedite the review process.

* 1. The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
	2. All invoices must include the following information: (1) CONSULTANT'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONSULTANT'S invoice number and date of invoice; (3) Dates of service; (4) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in Paragraph 20). Invoices that do not conform with this paragraph will not be considered a proper invoice.
	3. If an invoice does not meet the requirements of this Agreement, the DISTRICT’S Project Manager, after consultation with his or her Bureau Chief, will notify the CONSULTANT in writing that the invoice is improper and indicate what corrective action on the part of the CONSULTANT is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the DISTRICT.
	4. In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONSULTANT will continue to perform the PROJECT work in accordance with the DISTRICT’S instructions and may claim additional compensation. The CONSULTANT is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT’S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT’S Office of General Counsel will issue a final determination. The CONSULTANT will proceed with the PROJECT in accordance with the DISTRICT’S determination; however, such continuation of work will not waive the CONSULTANT’S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.
	5. Each CONSULTANT invoice must include the following certification, and the CONSULTANT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Oracle Third Party Support Agreement between the Southwest Florida Water Management District and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Agreement No.\_\_\_\_\_\_\_\_\_\_\_\_\_), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

3.7 The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONSULTANT as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONSULTANT or its affiliates to the DISTRICT against any payments due the CONSULTANT under any agreement with the DISTRICT. This paragraph shall survive the expiration or termination of this Agreement.

1. CONTRACT PERIOD.

The Agreement will be effective upon execution by all parties and will remain in effect for three (3) years from the support start date of November 1, 2020, with the option for two (2) additional one (1) year renewal periods, unless terminated, pursuant to Paragraph 10 or 11 below, or as amended in writing by the parties.

1. PROJECT RECORDS AND DOCUMENTS.

The CONSULTANT, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONSULTANT under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONSULTANT will maintain all such records and documents for at least five (5) years following completion of the PROJECT. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspection general if the findings result from an external auditor, or any litigation. The CONSULTANT and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

* 1. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provide by law shall be upon the asserting party. To the extent required by Section 119.0701, F.S., the CONSULTANT shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT’S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONSULTANT or keep and maintain public records required by the DISTRICT to perform the service. “Reasonable” shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the CONSULTANT shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. If the CONSULTANT transfers all public records to the DISTRICT upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT’S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
	2. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352‑796-7211, ext. 5555, by email at** **RecordsCustodian@swfwmd.state.fl.us** **or at the following mailing address:**

**Public Records Custodian**

**Southwest Florida Water Management District**

**2379 Broad Street**

**Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the CONSULTANT in writing.

5.3 This provision shall survive the termination or expiration of this Agreement.

1. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT.

1. REPORTS.

The CONSULTANT will provide the DISTRICT with any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the DISTRICT.

* 1. All original documents prepared by the CONSULTANT are instruments of service and shall become property of the DISTRICT. The use of data gathered under this Agreement, excluding the data in the public domain, shall not be used in connection with other contracts or for other clients of the CONSULTANT without the written permission of the DISTRICT. The CONSULTANT will provide the DISTRICT with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the DISTRICT in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the PROJECT will be considered the property of the DISTRICT and will be delivered by the CONSULTANT to the DISTRICT upon the DISTRICT’S request and/or completion. The CONSULTANT shall retain ownership and property interest in its pre-existing intellectual property and pre-existing work products.
	2. The CONSULTANT shall make any patentable product or result of the Scope of Work and all information, design, specifications, data, and findings available to the DISTRICT. No material prepared in connection with the PROJECT will be subject to copyright by the CONSULTANT. The DISTRICT shall have the right to publish, distribute, disclose and otherwise use any material prepared by the CONSULTANT. Any use of materials or patents obtained by the DISTRICT under this Agreement for any purpose not within the Scope of Work of the CONSULTANT pursuant to this Agreement shall be at the risk of the DISTRICT.
	3. The provisions of this Paragraph 7 shall survive the expiration or termination of this Agreement.
1. INDEMNIFICATION.

The CONSULTANT agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its agents, employees, subconsultants, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONSULTANT'S performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.

1. INSURANCE REQUIREMENT.

The CONSULTANT must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

* 1. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

$1,000,000 Per Occurrence

* 1. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person $100,000

Bodily Injury Liability per Occurrence $300,000

Property Damage Liability $100,000

or

Combined Single Limit $500,000

* 1. The DISTRICT and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
	2. The CONSULTANT must carry workers' compensation insurance in accordance with Chapter 440, F.S. if applicable. If the CONSULTANT hires or leases employees through a third party arrangement, the DISTRICT must have a certificate of workers’ compensation coverage evidencing coverage for the CONSULTANT from the third party. If the CONSULTANT does not carry workers’ compensation coverage, the CONSULTANT must submit to the DISTRICT both an affidavit stating that the CONSULTANT meets the requirements of an independent consultant as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.
	3. Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars ($1,000,000).
	4. The CONSULTANT must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONSULTANT’S notice of such cancellation or change from its insurance carrier.
	5. The CONSULTANT must obtain certificates of Insurance from any subconsultant otherwise the CONSULTANT must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subconsultant by the CONSULTANT’S insurance policies.
1. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONSULTANT. Termination is effective upon the tenth (10th) day as counted from the date of the written notice.

1. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by CONSULTANT or against CONSULTANT, of proceedings in bankruptcy, or other proceedings for relief of debtors, or CONSULTANT becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by CONSULTANT entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If this Agreement is terminated due to CONSULTANT’S default, the CONSULTANT shall reimburse the DISTRICT for advance fees paid within fourteen (14) days of the termination of this Agreement. If, after termination by the DISTRICT, it is determined that the CONSULTANT was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

1. RELEASE OF INFORMATION.

The CONSULTANT agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Communications and Board Services Bureau Chief no later than three (3) business days prior to the interview or press release.

1. ASSIGNMENT.

Except as otherwise provided in this Agreement, CONSULTANT may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONSULTANT assigns its rights or delegates its obligations under this Agreement without the DISTRICT’S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT’S claim for damages.

1. LAW COMPLIANCE.

The CONSULTANT will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

1. EMPLOYMENT ELIGIBILITY VERIFICATION.

The CONSULTANT must utilize the U.S. Department of Homeland Security’s Employment Verification (E-Verify) Program to verify the employment eligibility of CONSULTANT employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the CONSULTANT uses subconsultants to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than $3,000, the CONSULTANT must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

1. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the termination or expiration of this Agreement.

1. REMEDIES.

Unless specifically waived by the DISTRICT, the CONSULTANT'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys’ fees and costs and attorneys’ fees and costs on appeal, due to said breach will be borne by the CONSULTANT. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONSULTANT'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the CONSULTANT. This provision shall survive the termination or expiration of this Agreement.

1. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys’ fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination or expiration of this Agreement.

1. SUBCONSULTANTS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subconsultant of the CONSULTANT.

1. DISADVANTAGED BUSINESS ENTERPRISES.

The DISTRICT expects the CONSULTANT to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONSULTANT in relation to this Agreement, to the extent the CONSULTANT maintains such information.

1. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

1. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONSULTANT warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONSULTANT further agrees to notify the DISTRICT if placement on either of these lists occurs.

1. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of $1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the CONSULTANT certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONSULTANT agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONSULTANT is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

1. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

1. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1. DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to the DISTRICT’S RFP, then to the CONSULTANT’S proposal to the RFP.

DISTRICT’S Request for Proposals RFP 2003

CONSULTANT’S Proposal to RFP 2003IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:

Amanda Rice, P.E. Date

Assistant Executive Director

By:

 Date

Name:

Title:

 Authorized Signatory

AGREEMENT

BETWEEN THE

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR

ORACLE THIRD PARTY SUPPORT