

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030888

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute Agreement No. C-15381, Collection and Analyses of Surface Water Quality Samples from the Caloosahatchee River and Estuary, between the South Florida Water Management District and Lee County. The District has allocated \$142,374.00 for water sample collection and analyses by the staff of the Environmental Laboratory.

WHY ACTION IS NECESSARY: All agreements require approval by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Provides mechanism to reimburse Environmental Laboratory for operating expenses incurred in collection and analyses of surface water quality samples for this contract.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: C-W 08

C8A

3. MEETING DATE:

08-12-2003

4. AGENDA:

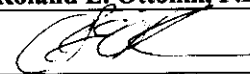
- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT Public Works
- C. DIVISION Natural Resources
- BY: Roland E. Ottolini, P.E.



7. BACKGROUND:

The Caloosahatchee River Estuary is a large system extending from Lake Okeechobee to San Carlos Bay. Water quality within this area has been altered due to increases in urban development and agricultural land use. Hydrologic alterations have resulted in discharges of unnaturally large quantities of freshwater runoff into the estuarine systems. The primary objective of this agreement is to continue to obtain water quality data to evaluate the resources within the Caloosahatchee River and Estuary System. The South Florida Water Management District is entering into this agreement with the Lee County Environmental Laboratory for the monthly collection and laboratory analysis of water quality samples at four (4) fixed locations in the Caloosahatchee River and Estuary System, as well as five (5) randomly located sites within the tidal portions of the river.

For the services outlined in the agreement the Environmental Lab will be paid a not to exceed amount as follows:

- Fiscal Year 2002/2003 \$15,819.73
- Fiscal Year 2003/2004 \$47,458.00*
- Fiscal Year 2004/2005 \$47,458.00*
- Fiscal Year 2005/2006 \$31,638.27*

*Subject to District Governing Board Annual Budget Approval.

No additional funding is required. Sufficient funds exist within the Environmental Laboratory operating budget to perform these services.

Attachment: Two (2) Originals, Agreement No. C-15381.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					GA	OM	Risk	GC
<i>Handwritten signature</i> 7/29/03	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>[Signature]</i> 7/30/03	<i>[Signature]</i> 7/31/03	<i>[Signature]</i> 7/31/03	<i>[Signature]</i> 7/31/03	<i>[Signature]</i> 7/31/03

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: *7/29/03*
Time: *3:05 pm*
To: *[Signature]*
7/29/03 3:05 pm

RECEIVED BY
COUNTY ADMIN
FORWARDED TO
7/31/03



ORIGINAL SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

<p>THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS AGREEMENT WITH:</p> <p>Name: LEE COUNTY, FLORIDA</p> <p>Address: 60 DANLEY DRIVE UNIT 2 FT. MYERS, FL 33907</p> <p>Project Manager: Keith Kibbey</p> <p>Telephone No: (239) 278-7070</p> <p>Fax No: (239) 939- 4850</p> <p>Hereinafter referred to as: COUNTY</p>	<p>This number must appear on all Invoices and Correspondence</p> <p style="font-size: 24pt; font-weight: bold;">C-15381</p> <p>MBE PARTICIPATION: 0%</p>
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PROJECT TITLE: COLLECTION AND ANALYSES OF SURFACE WATER QUALITY SAMPLES FROM THE CALOOSAHATCHEE RIVER AND ESTUARY

The following Exhibits are attached hereto and made a part of this AGREEMENT:

Exhibit "A" - Not Applicable	Exhibit "H" - Not Applicable
Exhibit "B" - General Terms and Conditions	Exhibit "I" - Not Applicable
Exhibit "C" - Statement of Work	Exhibit "J" - Not Applicable
Exhibit "D" - Payment and Deliverable Schedule	Exhibit "K" - Not Applicable
Exhibit "E" - Not Applicable	Exhibit "L" - Not Applicable
Exhibit "F" - Not Applicable	Exhibit "M" - Not Applicable
Exhibit "G" - Not Applicable	

TOTAL AGREEMENT AMOUNT: \$142,374.00	AGREEMENT TYPE: Not-to-Exceed
Multi-Year Funding (If Applicable)	
Fiscal Year: October 1, 2002-September 30, 2003 \$15,819.73	Fiscal Year: October 1, 2005-September 30, 2006 \$31,638.27*
Fiscal Year: October 1, 2003-September 30, 2004 \$47,458.00*	Fiscal Year:
Fiscal Year: October 1, 2004-September 30, 2005 \$47,458.00*	Fiscal Year:
*Subject to District Governing Board Annual Budget Approval	

AGREEMENT TERM: THREE (3) YEARS	EFFECTIVE DATE: Last Date of Execution by the Parties
District Project Manager: PATRICIA BURKE	District Contract Administrator:
Telephone No: (863) 462-5280	Johanna Labrada (561) 682-2720
Fax No. (863) 462-5328	Fax No.: (561) 682-6397 or (561) 681-6275

SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT:

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
Attention: Procurement Department

SUBMIT NOTICES TO THE COUNTY AT:

LEE COUNTY, FLORIDA
60 DANLEY DRIVE
UNIT 2
FT. MYERS, FL 33907
Attention: Keith Kibbey

IN WITNESS WHEREOF, the authorized representative hereby executes this AGREEMENT on this date, and accepts all Terms and Conditions under which it is issued.

LEE COUNTY, FLORIDA

Accepted By: _____
Signature of Authorized Representative


Title: _____

Date: _____

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

Accepted By: _____
Frank Hayden, Procurement Director

Date: _____

SFWMD PROCUREMENT APPROVED
By:  Date: 4/14/05



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - STATEMENT OF WORK

1.1 The **COUNTY** shall, to the satisfaction of the **DISTRICT**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C" and made a part of this **AGREEMENT**.

1.2 As part of the services to be provided by the **COUNTY** under this **AGREEMENT**, the **COUNTY** shall substantiate, in whatever forum reasonably requested by the **DISTRICT**, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The **COUNTY** shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the **AGREEMENT**. This paragraph shall survive the expiration or termination of this **AGREEMENT**.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this **AGREEMENT**.

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 The total consideration for all work required by the **DISTRICT** pursuant to this **AGREEMENT** shall not exceed the amount as indicated on Page 1 of this **AGREEMENT**. Such amount includes all expenses which the **COUNTY** may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this **AGREEMENT** shall be paid in accordance with, and subject to the multi-year funding allocations for each **DISTRICT** fiscal year indicated on Page 1 of this **AGREEMENT**. Funding for each applicable fiscal year of this **AGREEMENT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in

this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **COUNTY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

2.3 The **COUNTY** assumes sole responsibility for all work which is performed pursuant to the Statement of Work, Exhibit "C". By providing funding hereunder, the **DISTRICT** does not make any warranty, guaranty, or any representation whatsoever regarding the correctness, accuracy, or reliability of any of the work performed hereunder.

2.4 The **COUNTY** by executing this **AGREEMENT**, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The **COUNTY** agrees that the **DISTRICT** may adjust the consideration for this **AGREEMENT** to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The **DISTRICT** shall make any such adjustment within one (1) year following the expiration or termination of this **AGREEMENT**.

ARTICLE 3 - INVOICING AND PAYMENT

3.1 The **COUNTY**'s invoices shall reference the **DISTRICT**'s Contract Number and shall be sent to the **DISTRICT**'s address specified on Page 1 of this **AGREEMENT**. The **COUNTY** shall not submit invoices to any other address at the **DISTRICT**.

3.2 The **COUNTY** shall submit the invoices on a completion of deliverable basis, pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached hereto as Exhibit "D" and made a part of this **AGREEMENT**. In the event the schedule does not specify payment on a completion of deliverable basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget, including but not limited to, copies of approved timesheets, payment vouchers, expense reports, receipts and subcontractor invoices.



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3.3 The **DISTRICT** shall pay the full amount of the invoice within thirty (30) days following **DISTRICT** acceptance of services and/or deliverable(s) required by this **AGREEMENT**. However, failure by the **COUNTY** to follow the foregoing instructions and submit acceptable services and or deliverables(s) may result in an unavoidable delay of payment by the **DISTRICT**.

3.4 Unless otherwise stated herein, the **DISTRICT** shall not pay for any obligation or expenditure made by the **COUNTY** prior to the commencement date of this **AGREEMENT**.

ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **AGREEMENT**, other than invoices and notices, to the attention of the respective Project Managers specified on Page 1 of the **AGREEMENT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**. The **COUNTY** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT's** Contract Administrator specified on Page 1 of the **AGREEMENT**.

All formal notices between the parties under this **AGREEMENT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on Page 1 of the **AGREEMENT**. The **COUNTY** shall also provide a copy of all notices to the **DISTRICT's** Project Manager. All notices required by this **AGREEMENT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **AGREEMENT** shall reference the **DISTRICT's** Contract Number specified on Page 1 of the **AGREEMENT**.

ARTICLE 5 - INSURANCE

5.1 The **COUNTY** assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the **COUNTY** and the officers, employees, servants, and agents thereof. The **COUNTY** warrants and represents that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the **COUNTY's** officers, employees, servants and agents while acting within the scope of their employment during performance under this **AGREEMENT**. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

5.2 In the event the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **COUNTY**. Any contract awarded by the **COUNTY** for work under this **AGREEMENT** shall include a provision whereby the **COUNTY's** subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the **DISTRICT** harmless from all damages arising in connection with the **COUNTY's** subcontract.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 If either party fails to fulfill its obligations under this **AGREEMENT** in a timely and proper manner, the other party shall have the right to terminate this **AGREEMENT** by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, the non-defaulting party shall have the option to terminate this **AGREEMENT**



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EXHIBIT "B"

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at the expiration of the ten (10) day time period. Should the **DISTRICT** elect to terminate for default in accordance with this provision, the **DISTRICT** shall be entitled to recover procurement costs, in addition to all other remedies under law and/or equity.

6.2 The **DISTRICT** may terminate this **AGREEMENT** with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the **COUNTY**. The performance of work under this **AGREEMENT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such termination shall be effected by delivery to the **COUNTY** of a Notice of Termination specifying the extent to which performance of work under the **AGREEMENT** is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the **DISTRICT** shall compensate the **COUNTY** for all authorized and accepted deliverables completed through the date of termination in accordance with Exhibit "C", Statement of Work. The **DISTRICT** shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this **AGREEMENT**. The **DISTRICT** may withhold all payments to the **COUNTY** for such work until such time as the **DISTRICT** determines the exact amount due to the **COUNTY**.

6.3 If either party initiates legal action, including appeals, to enforce this **AGREEMENT**, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.

6.4 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.5 The **DISTRICT** may order that all or part of the work stop if circumstances dictate that this action is in the **DISTRICT's** best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the **DISTRICT's** Governing Board, a condition of immediate danger to **DISTRICT** employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the **COUNTY** to the **DISTRICT**. If this provision is invoked, the **DISTRICT** shall notify the **COUNTY** in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The **COUNTY** shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the **DISTRICT** is received. Upon resumption of work, if deemed appropriate by the **DISTRICT**, the **DISTRICT** shall initiate an amendment to this **AGREEMENT** to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

6.6 The **DISTRICT** anticipates a total project cost as indicated on Page 1, with the balance of matching funds and/or in-kind services to be obtained from the **COUNTY** in the amount as specified on Page 1 of this **AGREEMENT**. In the event such **COUNTY** matching funding and/or in-kind services becomes unavailable, that shall be good and sufficient cause for the **DISTRICT** to terminate the **AGREEMENT** pursuant to Paragraph 6.2 above.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

7.1 The **COUNTY** shall maintain records and the **DISTRICT** shall have inspection and audit rights as follows:

A. Maintenance of Records: The **COUNTY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a



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period of five years from completing performance and receiving final payment under this **AGREEMENT**.

B. Examination of Records: The **DISTRICT** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five years from the date of final payment under this **AGREEMENT** and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **COUNTY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute, and all such records shall be made readily available to the **DISTRICT**.

7.2 The **DISTRICT** shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the **COUNTY**, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work (the "Work"). In consideration for the **DISTRICT** entering into this **AGREEMENT**, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the **COUNTY**, the **COUNTY** hereby assigns, transfers, sells and otherwise grants to the **DISTRICT** any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the **COUNTY** agrees to execute and deliver to the **DISTRICT** any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the **DISTRICT**. The **COUNTY** may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration

of this **AGREEMENT**.

7.3 The **COUNTY** represents and warrants that proprietary software, if any, to be provided to the **DISTRICT** by the **COUNTY** hereunder, as specifically identified in Exhibit "C", Statement of Work shall have been developed solely by or for the **COUNTY**, or lawfully acquired under license from a third party, including the right to sublicense such software. The **COUNTY** shall include copyright or proprietary legends in the software and on the label of the medium used to transmit the software. The **COUNTY** shall grant to the **DISTRICT** a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. The **DISTRICT** acknowledges that title to the software identified in Exhibit "C" shall remain with the Licensor.

7.4 Any equipment purchased by the **COUNTY** with **DISTRICT** funding under this **CONTRACT** shall be returned and title transferred from the **COUNTY** to the **DISTRICT** immediately upon termination or expiration of this **AGREEMENT** upon the written request of the **DISTRICT** not less than thirty (30) days prior to **AGREEMENT** expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the **DISTRICT** with a value equal to or greater than \$500.00 and with a normal expected life of one (1) year or more. The **COUNTY** will maintain any such equipment in good working condition while in its possession and will return the equipment to the **DISTRICT** in good condition, less normal wear and tear. The **COUNTY** will use its best efforts to safeguard the equipment throughout the period of performance of this **AGREEMENT**. However the **DISTRICT** will not hold the **COUNTY** liable for loss or damage due to causes beyond the **COUNTY**'s reasonable control. In the event of loss or damage, the **COUNTY** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence.

7.5 The **DISTRICT** has acquired the right to use certain software under license from third parties. For purposes of this **AGREEMENT**, the **DISTRICT** may permit the **COUNTY** access to certain third party owned software on **DISTRICT** computer



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systems. The **COUNTY** acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated **DISTRICT** owned systems or equipment. Removal of any copy of licensed software is prohibited.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **COUNTY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.

8.2 The **COUNTY** hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this **AGREEMENT**. The **COUNTY** shall take all measures necessary to effectuate these assurances.

8.3 The laws of the State of Florida shall govern all aspects of this **AGREEMENT**. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

8.4 The **COUNTY**, by its execution of this **AGREEMENT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the **DISTRICT** is a convicted vendor or, if the **COUNTY** or any affiliate of the **COUNTY** has been convicted of a public entity crime, a period longer than 36 months has passed since that person was placed on the convicted vendor list. The **COUNTY** further understands and accepts that this **AGREEMENT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes.

The **DISTRICT**, in the event of such termination, shall not incur any liability to the **COUNTY** for any work or materials furnished.

8.5 The **COUNTY** shall be responsible and liable for the payment of all of its FICA/Social Security and other applicable taxes resulting from this **AGREEMENT**.

8.6 The **COUNTY** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **COUNTY**, to solicit or secure this **AGREEMENT**. Further the **COUNTY** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **COUNTY**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this **AGREEMENT**. For breach of this provision, the **DISTRICT** may terminate this **AGREEMENT** without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.7 The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.

8.7.1 Pursuant to Sections 119.07(3)(o), and 240.241 Florida Statutes, data processing software obtained by an agency under a license **AGREEMENT** which prohibits its disclosure and which software is a trade secret, as defined in Sections 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the **DISTRICT**, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the **COUNTY** (Licensee) hereunder, the **DISTRICT** shall advise the **COUNTY** (Licensee) of such request and, as between the **DISTRICT** and the **COUNTY** (Licensee), it shall be the **COUNTY**'s (Licensee's)



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sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.8 The **COUNTY** shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this **AGREEMENT**. A delay in obtaining permits shall not give rise to a claim by the **COUNTY** for additional compensation. If the **COUNTY** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **AGREEMENT**, each party to bear its own costs, notwithstanding other provisions of this **AGREEMENT** to the contrary.

8.9 Pursuant to Section 216.347, F.S., the **COUNTY** is prohibited from the expenditure of any funds under this **AGREEMENT** to lobby the Legislature, the judicial branch, or another state agency.

8.10 The **DISTRICT** is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this **AGREEMENT** involves a project consistent with these goals and objectives. Consequently, the **DISTRICT** is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its **COUNTY**. Therefore, as the **DISTRICT'S COUNTY** for this project, the **COUNTY** assures the **DISTRICT** that the **COUNTY**, its employees, subcontractors and assigns will refrain from acting adverse to the **DISTRICT'S** legitimate interest in promoting the goals and objectives of this project. The **COUNTY** agrees to take all reasonable measures necessary to effectuate these assurances. In the event the **COUNTY** determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the **DISTRICT**. Upon such notification the **DISTRICT**, in its discretion, may terminate this **AGREEMENT**.

ARTICLE 9 - RELATIONSHIP BETWEEN

THE PARTIES

9.1 The **COUNTY** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this **AGREEMENT**. Both parties are free to enter into contracts with other parties for similar services.

9.2 It is the intent and understanding of the Parties that this **AGREEMENT** is solely for the benefit of the **COUNTY** and the **DISTRICT**. No person or entity other than the **COUNTY** or the **DISTRICT** shall have any rights or privileges under this **AGREEMENT** in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.3 The **COUNTY** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the **DISTRICT**. Any attempted assignment in violation of this provision shall be void.

9.4 The **COUNTY** shall not pledge the **DISTRICT'S** credit or make the **DISTRICT** a guarantor of payment or surety for any **AGREEMENT**, debt, obligation, judgement, lien, or any form of indebtedness.

9.5 The **DISTRICT** assumes no duty with regard to the supervision of the **COUNTY** and the **COUNTY** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **AGREEMENT** performance.

ARTICLE 10 - MBE PARTICIPATION

10.1 The **COUNTY** hereby acknowledges that no Minority Business Enterprises (MBE) participation goal has been established for this **AGREEMENT**; however, both parties agree to provide the other advance notice of competitive contracts that may result from this **AGREEMENT** along with timelines for public notice and award of such contracts. In the



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event subsequent competitive contract awards do result in M/WBE participation, such participation shall be reported to the other party. Both the **COUNTY** and the **DISTRICT** will ensure compliance with the provisions of their respective program, laws, ordinances and policies and will support the other's initiatives to the extent allowed by law.

ARTICLE 11 - YEAR 2000 COMPLIANCE

Article 11 is hereby deleted.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Notwithstanding any provisions of this **AGREEMENT** to the contrary, the parties shall not be held liable for any failure or delay in the performance of this **AGREEMENT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this **AGREEMENT** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **AGREEMENT** specifies that performance by **COUNTY** is specifically required during the occurrence of any of the events herein mentioned.

12.2 In the event any provisions of this **AGREEMENT** shall conflict, or appear to conflict, the **AGREEMENT**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

12.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed

by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

12.4 Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

12.5 This **AGREEMENT** may be amended only with the written approval of the parties hereto.

12.6 This **AGREEMENT** states the entire understanding and **AGREEMENT** between the parties and supersedes any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matter of this **AGREEMENT**. The **COUNTY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 13 – SAFETY REQUIREMENTS

13.1 The **COUNTY** shall require appropriate personal protective equipment in all operations where there is exposure to hazardous conditions.

13.2 The **COUNTY** shall instruct employees required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and required personal protective measures. A Material Safety Data Sheet (MSDS)



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

shall be provided by the **COUNTY** to the **DISTRICT** on each chemical product used.

13.3 The **COUNTY** shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or **DISTRICT** safety and health standards.

13.4 It is the **COUNTY's** sole duty to provide safe and healthful working conditions to its employees and those of the **DISTRICT** on and about the site of **AGREEMENT** performance.

13.5 The **COUNTY** shall initiate and maintain an accident prevention program which shall include, but shall not be limited to, establishing and supervising programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

13.6 The **COUNTY** shall erect and maintain, as required by existing conditions and performance of the **AGREEMENT**, reasonable safeguards for safety and protection, including posting of danger signs and other warnings, against hazards.

13.7 The **COUNTY** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

13.7.1 employees on the work and other persons who may be affected thereby; including pedestrians, visitors, or traveling public;

13.7.2 the work, materials, and equipment to be incorporated therein; whether in storage on or off the site, under care, custody or control of the **COUNTY**, or the **COUNTY's** subcontractors; and

13.7.3 other properties at the site or adjacent thereto; such as trees, shrubs, lawns, walks, utilities, pavement, roadways, structures, building, vehicles, and equipment not designated for removal, relocation or replacement in the course of work.

13.8 The **COUNTY** shall provide first aid services

and medical care to its employees.

13.9 The **COUNTY** shall develop and maintain an effective fire protection and prevention procedures and good housekeeping practices on the work site throughout the **AGREEMENT**.

13.10 *Emergencies:* In emergency affecting safety of persons or property on or about the site or as a result of the work; the **COUNTY** shall act, timely and with due diligence, to prevent threatened damage, injury, or loss.

13.11 *Environmental:* When the **COUNTY**, **COUNTY's** subcontractors, or subcontractors, use petroleum products, hazardous chemicals, or any other chemicals used on or about the site, the **COUNTY** shall be responsible for handling these chemical constituents in accordance with federal, state and local regulations during the terms of the **AGREEMENT**. For accidental discharges or releases onto the floor, air, ground, surface waters, ground waters, it shall be the **COUNTY's** sole responsibility to respond immediately to clean the site, at his expense, to the complete satisfaction of federal, state, local regulatory agencies and to the **DISTRICT** requirements.

13.12 The **DISTRICT** may order the **COUNTY** to halt operations under the **AGREEMENT**, at the **COUNTY's** expense, if a condition of immediate danger to the public and/or **DISTRICT** employees, equipment, or property exist. This provision shall not shift the responsibility or risk of loss for injuries or damage sustained from the **COUNTY** to the **DISTRICT**; and the **COUNTY** shall remain solely responsible for compliance with all federal, state and local safety requirements, provisions of this section, and safety of all persons and property on or about the site.

EXHIBIT "C"
STATEMENT OF WORK
COLLECTION AND ANALYSES OF SURFACE WATER QUALITY SAMPLES
FROM THE CALOOSAHATCHEE RIVER AND ESTUARY BY THE LEE
COUNTY ENVIRONMENTAL LABORATORY

1.0 INTRODUCTION AND BACKGROUND

The Caloosahatchee River Estuary is a large system where the waters of the Gulf of Mexico mix with the fresh water inflows from the river, sloughs and overland sheetflows in the basin. The Caloosahatchee River and Estuary extend about 70 miles from Lake Okeechobee to San Carlos Bay on Florida's southwest coast. The freshwater portion of the river between the Moore Haven Lock and Dam (S-77) and the Franklin Lock and Dam (S-79) has been reconfigured as a canal (C-43) to convey flood water to the Gulf. Significant natural resources within the Caloosahatchee River watershed include Pine Island Sound, Matlacha Pass, Telegraph Swamp and the Charlotte Harbor National Estuary (Venice to Estero Bay).

Water quality within this study area has been significantly altered due to increases in both urban and agricultural land use and by the construction of an extensive network of canals and drainage ditches to accommodate this level of development. These hydrologic alterations have resulted in discharges of unnaturally large quantities of freshwater runoff into the estuarine systems. These large volumes of freshwater typically contain high levels of pollutants and suspended matter.

The South Florida Water Management District (District) is entering into this Agreement with the Lee County Environmental Laboratory (County) for the monthly collection and laboratory analysis of water quality samples at four (4) fixed locations in the Caloosahatchee River and Estuary System, as well as five (5) randomly-located sites within the tidal portions of the river. This Agreement will continue to provide important data in the understanding of how water quality issues are affecting the Caloosahatchee River and receiving estuaries, as well as helping to establish a long term data set for the area from Estero Bay continuing through the lower end of Charlotte Harbor. These data will also play a role in the design and assessment of Comprehensive Everglades Restoration Projects planned for the study area.

2.0 OBJECTIVES

The primary objectives of this project are to 1) continue to obtain data of acceptable quality to evaluate the water resources within the Caloosahatchee River and Estuary System; 2) partner with a local government to execute a routine regional monitoring effort; 3) reduce District monitoring and laboratory workloads; and 4) continue to fulfill the obligations of the Memorandum of Understanding (MOU) between the Charlotte Harbor National Estuary Program and the District for funding of a Long-Term Monitoring Strategy of the Comprehensive Conservation and Management Plan of the

South West Florida Regional Planning Council (SWFRPC) for the entire coastal Charlotte Harbor basin.

3.0 SCOPE OF WORK

The County shall collect and analyze monthly surface water samples from four (4) fixed stations located within the Caloosahatchee Estuary System (Project CESWQ). The location descriptions and GPS coordinates for these four sites are given in Table I. Water Quality Parameters to be analyzed include: NO₃, NO₂, NH₄, Total N, Total P, Chlorophyll a, O-PO₄, Turbidity, Color, TSS, Silicate, and TOC. The laboratory parameters to be analyzed are listed in Table II with the minimum detection limits and method for each test.

The County shall also collect and analyze water quality samples on a monthly basis from five (5) randomly selected sites. The Random Coastal Charlotte Harbor Monitoring Network is a distinct sampling initiative and has its own project specific needs and objectives. In order to sufficiently address the needs of this monitoring program, a separate scope of work for the collection of the random sites is given **Appendix "A"**.

Table I. Monitoring site locations along the Caloosahatchee River and Estuary system.

Station*	Location Description	Latitude/Longitude
CES01	Directly upstream of structure S-79 in the C-43 Canal. Off the structure.	Lat: 26° 43.35' N Long: 81° 41.44' W
CES03	East of Rt. 31 Bridge. In channel, deep.	Lat: 26° 42.98' N Long: 81° 45.68' W
CES04	Green Marker 27. In channel, deep.	Lat: 26° 40.89' N Long: 81° 50.04' W
CES06	Red Marker 66. In channel, deep.	Lat: 26° 34.92' N Long: 81° 54.59' W

* The water quality station name as it appears in the District's data base (DBHYDRO) is given in bold.

** The District's standard positional goal for site coordinates is 2 meters. This standard can be obtained with professional grade DGPS systems. The coordinates are relative to NAD-83 datum.

Table II. Laboratory parameter list, methodologies and reporting requirements for the Caloosahatchee Estuary Water Quality project (CESWQ).

Parameter	Method	Minimum Detection Limit (MDL)
Nitrogen, Kjeldahl	EPA 351.1	0.05 mg/L as N
Nitrogen, Ammonia	EPA 350.1	0.02 mg/L as N
Nitrogen, Nitrate + Nitrite	EPA 353.1	0.01 mg/L as N
Phosphorus, Total	EPA 365.1	0.01 mg/L as P
Phosphate, Ortho	EPA 365.2	0.006 mg/L as P
Silicate	SM4500 Si F	1 mg/L
Turbidity	EPA 180.1	0.05 NTU
TSS	EPA 160.2	2.4 mg/L
TOC	EPA 415.1	1 mg/L
Color	SM 2120B (modified)	1 CU
Chlorophyll a	SM 10200 H	0.5 mg/m ³

4.0 WORK BREAKDOWN STRUCTURE

Task 1. Surface Water Quality Field Measurements

The County will collect in-situ physical parameters with a multiparameter sampling instrument. Surface measurements will be collected at a depth of 0.5 meters below the surface. Surface measurements for the following parameters are required: pH, dissolved oxygen, salinity, conductivity, temperature and secchi disk depth. Bottom measurements will be collected at a depth 0.5 meters above the bottom. The County will measure bottom readings for pH, dissolved oxygen, salinity, conductivity, and temperature.

Task 2. Surface Water Sample Collection and Analyses

The County will collect surface water samples from the 4 fixed sites and 5 random sites within the Caloosahatchee River and Estuary system. Sample collection and laboratory analysis will be performed as described in the County's ComQAP (or Quality Manual).

Task 3. General Quality Control/ Quality Assurance (QA/QC) Requirements

The County will ensure that all laboratories performing analyses for this Agreement are accredited through the National Environmental Laboratory Accreditation Program (NELAP) or certified by the Florida Department of Health (FDOH). The laboratories must have a current quality manual that follows the National Environmental Laboratory Accreditation Conference (NELAC) guidelines or a current Comprehensive Quality Assurance Plan (COMQAP). The County must notify the District Project Manager

immediately if a laboratory used for this Agreement loses certification for any parameter(s) analyzed for the District.

The District may audit analytical methods, field sampling protocols and quality assurance/quality control procedures. The County laboratory will participate in round robin and certification laboratory exercises at the District's request. The County must provide the District with results of all performance evaluation and round robin studies in which it participated. The County should also participate in the District's performance evaluation studies, including low level nutrient analysis. All results are to be reported to the District Project Manager. The District may discontinue the use of the County lab or any labs used for this Agreement if they show unacceptable performance on these blind or round robin studies.

The District may also ask for MDL studies and QC charts during the duration of this agreement. The County may not change the method without prior written approval from the District. If the County's proposed method is not listed in the approved CompQAP (or Quality Manual), the County must provide a DEP approved Method Validation package for each method.

The minimum quality control requirements for all tests are those specified in the County's CompQAP (or Quality Manual), unless specified as otherwise by the District. The qualification of data will be based on the limits set in the County's CompQAP (or Quality Manual) and those criteria specified below:

- Data that are between the MDL and the Practical Quantitation Limit ($PQL = 4 \times MDL$) should be qualified by the County with an (I).
- Verify that the method blank recoveries are $<MDL$. If not, qualify data results with concentrations falling between the PQL and MDL with a (J3).
- Verify that field quality control samples (EB, FCEB, etc.) are $<MDL$. Blanks that do not pass this criteria are confirmed through rework and if confirmed, data for the blank and associated samples that may be affected are flagged. Values are generally considered affected if they are less than ($<$) $5x$ the blank value.
- Calibration of instruments must be bracketed around expected sample concentrations. The lowest calibration standard must be no more than $2xMDL$. The highest calibration standard must not be at a level that would either be so high as to decrease sensitivity in the analysis or too low that it would necessitate dilution of a large number of samples.
- All documentation must be neat, complete and organized so as to allow reconstruction of both the sampling and analysis event.

The County shall provide all data associated with analyses. The District may refuse payment for data that does not meet the County's or District/FDEP quality assurance/quality control criteria.

Task 4. Data Transfer

Data for project CESWQ will be submitted to the District in the electronic format specified in **Appendix "B"**. Data will be submitted to the District Project Manager within 45 days of the date of sample collection (e.g. data collected on January 1st would be due by February 15th).

Task 5. Reporting

Quarterly reports for data collected for project CESWQ will be submitted within 60 days of the end of the reporting period (e.g. data for the months of January, February and March will be submitted by May 31). Quarterly reports will include the following: 1) identify activities undertaken during the reporting period, 2) state any problems encountered, 3) attest to the validity of the data, and 4) include all quality assurance statistics and reports (i.e. the results of field blanks, equipment blanks and precision as percent relative standard deviation). The County will fax copies of the chain of custody sheets and field notes to the District project manager within 48 hours for samples collected under project CESWQ.

APPENDIX "A"
Statement Of Work
Random Stratified Water Quality Sampling in the Caloosahatchee River Estuary.

1.0 Introduction

In February 2000 the Comprehensive Conservation and Management Plan (CCMP) for the Charlotte Harbor National Estuary Program (CHNEP) was approved by the Management Conference. Included with this management plan is a long-term monitoring strategy to track status and trends of fish and wildlife habitat, hydrologic and water quality conditions for the greater Charlotte Harbor watershed. This long-term strategy recommends a stratified, random sampling design based on the U.S. Environmental Protection Agency's Environmental Monitoring and Assessment Program (EMAP) for the region's coastal water quality programs.

2.0 Scope of Work

The objective of this project is to obtain baseline water quality data from the Lower Caloosahatchee River Estuary. These data can be used to establish spatial and temporal long-term comparisons of water quality parameters, measure progress toward achieving and maintaining water quality standards, and protect and restore the living aquatic resources of the ecosystem. Staff from the FWC-FMRI shall collect water quality samples and record data on field parameters for the 5 strata in Charlotte Harbor, including the tidal Peace and Myakka rivers for Southwest Florida Water Management District. Staff from Sarasota County and the Department of Environmental Protection-Charlotte Harbor Aquatic Preserves shall collect water quality samples and record data on field parameters for upper and lower Lemon Bay, respectively. Lee County Environmental Laboratory (County) shall collect water quality samples and record data on field parameters for the tidal Caloosahatchee River under contract with the South Florida Water Management District. Lee County Environmental Laboratory shall also collect water quality samples and record data on field parameters for Estero Bay and Pine Island Sound. Staff from the Department of Environmental Protection-Charlotte Harbor Aquatic Preserves and the Cities of Cape Coral and Sanibel shall collect water quality samples and record data on field parameters for Charlotte Harbor up to the District boundary, Matlacha Pass and San Carlos Bay respectively.

County staff will collect water samples from 2 depths ($\frac{1}{2}$ meter above the bottom and $\frac{1}{2}$ meter below the surface at five (5) different locations in the Estuary. Sample collection and laboratory analyses will be performed as described in the County's ComQAP (or Quality Manual). Six water quality parameters will be measured *in situ* using a Hydrolab® MiniSonde. The breakdown for responsibility of collecting and analyzing these parameters is given in Table I.

Table I. Water quality parameters to be measured in this project.

Lee County	CHNEP	In-situ Measurements (All)
NO ₃	OPO ₄	Salinity
NO ₂	Turbidity	Temperature
NH ₄	Color	Conductivity
Total N	TSS	Redox
Total P	Silicate	DO
Chlorophyll a	TOC	Secchi Depth
PAR		

3.0 Work Breakdown Structure

Task 1. Quality Assurance Procedures

The County will ensure that all laboratories performing analyses for this Agreement are accredited through the National Environmental Laboratory Accreditation Program (NELAP) or certified by the Florida Department of Health (FDOH). The laboratories must have a current quality manual that follows the National Environmental Laboratory Accreditation Conference (NELAC) guidelines or a current Comprehensive Quality Assurance Plan (COMQAP). The County must notify the District and CHNEP Project Managers immediately if a laboratory used for this Agreement loses certification for any parameter(s) analyzed for the District. The laboratories shall also participate in inter-laboratory split-sample exercises with the Southwest Florida Regional Ambient Monitoring Network to help ensure data comparability region-wide. Sample collection and analysis will follow the County's ComQAP (or Quality Manual).

Task 2. Sample Site Identification

Each of the six subregions will be subdivided into grids based upon a 1x1 minute cartographic grid produced by the Florida Fish and Wildlife Conservation Commission-Florida Marine Research Institute. Each resultant subregion produced above will be further subdivided using a 10 x 10 cell overlay of potential sample sites. The sample sites in the Caloosahatchee Estuary tidal strata will be randomly selected as out lined in the Coastal Charlotte Harbor Monitoring Network Standard Operating Procedures by the Charlotte Harbor National Estuary Program.

Task 3. Sampling

Using the randomization technique, each of the six strata will be sampled monthly, with five randomly chosen sample locations per sub-region. County field staff will sample 5 randomly selected stations each month for 12 consecutive months. At each randomly chosen sample site, staff from the aforementioned agencies will record at least the following: water temperature, salinity, specific conductivity, pH, and dissolved oxygen. In addition, staff personnel will determine Secchi disk depths and light attenuation coefficients. For water quality samples, a single sample will be collected at 0.5 meters

below the surface for those locations where the bottom depth is less than 3.0 meters. For locations where the bottom depth is greater than 3.0 meters, two samples will be collected (0.5 meters below the surface and 0.5 meters above the bottom). Light attenuation coefficients will be taken if sites are visited between the hours of 10:00 a.m. and 2:00 p.m. (local time). Samples will be delivered by County field staff to County lab within 24 hours, which will adhere to established holding times. Water quality analyses will be done by the County within an accepted the holding time criteria .

Task 4. Analysis

Water quality parameters analyzed by the laboratories within this Network shall include at least the following: turbidity (nephelometric turbidity units), total suspended solids (milligrams per liter), “color” (platinum-cobalt units), chlorophyll A (phaeophytin-corrected in micrograms per liter), total nitrogen (milligrams per liter), total Kjeldahl nitrogen (milligrams per liter), total ammonia nitrogen (milligrams per liter), total nitrite plus nitrate nitrogen (milligrams per liter), dissolved orthophosphate (milligrams per liter), total phosphorous (milligrams per liter) and total organic carbon (milligrams per liter). Water samples will be delivered immediately after collection to the Lee County Environmental Laboratory for analysis.

Task 6. Data Transfer

The County will submit water quality data to the CHNEP Project Manager on a monthly basis. CHNEP will determine the format in which the data from the randomized network will be delivered. Data will be incorporated into a final data report upon completion of sampling. The County will also submit the data from the randomized network in an Excel spreadsheet file to the District Project Manager within 45 days after the last sample has been collected.

APPENDIX "B"

Data Format Guidelines

Submittals of the fixed site (Project CESWQ) data must conform to the following guidelines or other format as desired by the District:

- 1) Data files must be transferred electronically to District Project Manager using a consistent file naming convention, e.g. XXX-20011201-1.CSV (laboratory name + date (YYYYMMDD)+ sequence number). Data must be submitted on IBM formatted 3 1/2" diskettes or CD-ROM or e-mail or transferred to an externally accessible District UNIX workstation using FTP.
- 2) All data files will be submitted in **ASCII comma delimited** format.
- 3) Character fields that may contain commas will be enclosed by quotation marks.
- 4) The Contractor will report all required fields in the data file, in the order in which they appear as described in the table below. Files will not be accepted with missing information.
- 5) All field positions are required. If there is no value for a field, a comma will still be placed in the file to represent that position. For example: Field1,Field2,,Field4,... Field3 has no value but the position is still represented by having two commas.
- 6) Data files must be separated by data type, e.g., inorganic versus organic.
- 7) Contractor shall not report any data for missing results (0, -99, or blank).

Files are to be of ASCII type in a comma delimited format. The fields and the required order are described below.

Field Name (* denotes required field)	Size/Format of Field	Example
Lab (LIMS) Number *	1 to 13 characters	L2555-20
Field Number *	1 to 13 characters	P1233-3
Project code *	1 to 8 characters	MBLS
Sampling Date *	8 digits YYYYMMDD	20000119
Sampling Time *	4 digits HHMM (Military)	1305
Station Code *	1 to 10 characters	MBLS18
Sample Type	1 to 10 characters (Laboratory QC samples would	SAMP, EB, FB
Program Type	1 to 4 characters	MON , EXP
Collect Method	1 to 4 characters	G, ACF, ACT
Matrix	1 to 4 characters	SW , GW, BFI
Sampling Depth (m) *	1 to 4 digits	0.5
Parameter Name *	1 to 30 characters	TPO4, TKN,
Store Code	5 digits. If code is <5 digits, then leading zeros	665
Method Name	1 to 20 characters (EPA or EPA accepted SOP #)	SM4500PF
Analysis Date *	8 digits YYYYMMDD	20000120
Analysis Time *	4 digits HHMM (Military)	1400
Practical Quantitative Limit	9 digits total, 4 decimals (F9.4)	0.016
Method Detection Limit *	9 digits total, 4 decimals (F9.4)	0.004
Result *	9 digits total, 4 decimals. For result values that	0.05
Units *	1 to 8 characters	mg/L
Batch	1 to 13 characters used to link sample with	10 or WG100
Remark Code	1 to 3 Characters (as specified in District flagging	U
Comments	1 to 240 characters (no commas in between	Large amount of

Permissible Codes for fields listed above:

SAMPLE TYPE: Describes the kind of sample. Valid codes are as follows:

Regular Samples

EB Equipment Blank
FCEB Field Cleaned Equipment Blank
FB Field Blank
FD Field Duplicate
RS Replicate Sample
SS Split Sample
SAMP Regular Samples

QC Laboratory Samples (Based on agreed protocol for Laboratory)

Blank
STD
QC
MS
MSD
RPT
LCCV

PROGRAM TYPE: Described monitoring versus experimental samples. Valid codes are as follows:

MON Monitoring Program
EXP Experimental Program

COLLECT METHOD: How the sample was collected. Valid codes are as follows:

ACF Auto-Sampler Composite Flow Proportional
ACT Auto-Sampler Composite Time Proportional
ADF Auto-Sampler Discreet Flow Proportional
ADT Auto-Sampler Discreet Time Proportional
CDI Composite Depth Integrated
CWI Composite Width Integrated
CXI Composite Cross Section Integrated
CSI Composite Site Integrated – Sediment/Soil Only
G Grab
GB Grab Bailer
GP Grab Pump
BLK Bulk
WET Wet (Atmospheric Deposition/Rain)
DRY Dry (Atmospheric Deposition/Rain)
FP Field Parameters (In Situ Measurements, No sample)

MATRIX: Described the type of material being sampled. Valid codes are as follows:

SE Sediment
SO Soil
GW Groundwater
SW Surface Water
RA Atmospheric Deposition (Rain)
SA Saline
BPL Biological – Plant

EXHIBIT "D"
PAYMENT AND DELIVERABLE SCHEDULE

The County shall invoice the District on a quarterly basis. Payment of invoices will be contingent upon delivery and acceptance by the District of all deliverables and work products due within the invoiced period.

FISCAL YEAR 2003

Task	Deliverable Description	Due Date	FY 2003 Payment Amount
Task 1	Collect monthly field measurements at four (4) fixed sites and five (5) random sites within the Caloosahatchee River and Estuary System.	Monthly	\$747.00
Task 2	Collect monthly surface water quality samples at four (4) fixed sites and five (5) random sites within the Caloosahatchee River and Estuary System.	Monthly	\$4,000.00
Task 2A	Fax copies of chain of custody sheets and field notes to District project manager within 48 hours of sample collection.	Monthly	-0-
Task 3	Analyze surface water quality samples for the parameters specified in this Agreement for the four (4) fixed sites and five (5) random sites within the Caloosahatchee River and Estuary System.	Monthly	\$11,072.75
Task 3A	Ensure all data meet the quality control / quality assurance requirement detailed in this agreement. Perform QA reviews of data as specified in this Agreement.	Monthly	-0-
Task 4	Submit data in the required electronic format and submit copies of all field notes and chain of custody sheets to the District Project Manager.	Within 45 Days of Sample Collection Date	-0-
Task 5	Submit quarterly progress reports to the District Project Manager.	Quarterly	-0-
TOTAL NOT-TO-EXCEED AMOUNT FOR FY03			\$15,819.73

FISCAL YEAR 2004 AND FISCAL YEAR 2005

Task	Deliverable Description	Due Date	FY 2004 Payment Amount	FY 2005 Payment Amount
Task 1	Collect monthly field measurements at four (4) fixed sites and five (5) random sites within the Caloosahatchee River and Estuary System.	Monthly	\$2240.00 (\$560.00 per quarter)	\$2240.00 (\$560.00 per quarter)
Task 2	Collect monthly surface water quality samples at four (4) fixed sites and five (5) random sites within the Caloosahatchee River and Estuary System.	Monthly	\$12,000.00 (\$3,000.00 per quarter)	\$12,000.00 (\$3,000.00 per quarter)
Task 2A	Fax copies of chain of custody sheets and field notes to District project manager within 48 hours of sample collection.	Monthly	-0-	-0-
Task 3	Analyze surface water quality samples for the parameters specified in this Agreement for the four (4) fixed sites and five (5) random sites within the Caloosahatchee River and Estuary System.	Monthly	\$33,218.00 (\$8,304.50 per quarter)	\$33,218.00 (\$8,304.50 per quarter)
Task 3A	Ensure all data meet the quality control / quality assurance requirement detailed in this agreement. Perform QA reviews of data as specified in this Agreement.	Monthly	-0-	-0-
Task 4	Submit data in the required electronic format and submit copies of all field notes and chain of custody sheets to the District Project Manager.	Within 45 Days of Sample Collection Date	-0-	-0-
Task 5	Submit quarterly progress reports to the District Project Manager.	Quarterly		-0-
	Total Quarterly Payments		\$11,864.50	\$11,864.50
	TOTAL NOT-TO-EXCEED AMOUNT		FY04 \$47,458.00	FY05 \$47,458.00

FISCAL YEAR 2006

Task	Deliverable Description	Due Date	FY 2006 Payment Amount
Task 1	Collect monthly field measurements at four (4) fixed sites and five (5) random sites within the Caloosahatchee River and Estuary System.	Monthly	\$1,493.00
Task 2	Collect monthly surface water quality samples at four (4) fixed sites and five (5) random sites within the Caloosahatchee River and Estuary System.	Monthly	\$8,000.00
Task 2A	Fax copies of chain of custody sheets and field notes to District project manager within 48 hours of sample collection.	Monthly	-0-
Task 3	Analyze surface water quality samples for the parameters specified in this Agreement for the four (4) fixed sites and five (5) random sites within the Caloosahatchee River and Estuary System.	Monthly	\$22,145.27
Task 3A	Ensure all data meet the quality control / quality assurance requirement detailed in this agreement. Perform QA reviews of data as specified in this Agreement.	Monthly	-0-
Task 4	Submit data in the required electronic format and submit copies of all field notes and chain of custody sheets to the District Project Manager.	Within 45 Days of Sample Collection Date	-0-
Task 5	Submit quarterly progress reports to the District Project Manager.	Quarterly	-0-
TOTAL NOT-TO-EXCEED AMOUNT FOR FY06			\$31,638.27