Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2007

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

Agenda Item No. 8(D)(1)(B)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Execution of an Agreement with the South Florida Water Management District for Everglades Watershed Water Quality Sampling in Miami-Dade County

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Recommendation
It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of Agreement Number 4600000758 with the South Florida Water Management District (SFWMD) for Everglades Watershed Water Quality Sampling.

Scope
This Agreement encompasses parts of Commission Districts 9 and 11.

Fiscal Impact/Funding Source
This Agreement provides Miami-Dade County with $245,203 in FY07-08, $257,422 in FY08-09, $270,749 in FY09-10, $284,878 in FY10-11 and $299,859 in FY11-12 to perform water quality monitoring activities. No matching funds are required by the County.

Track Record/Monitor
The Director of the Department of Environmental Resources Management will monitor this contract.

Background
The SFWMD is charged with managing an extensive water quality monitoring network throughout South Florida. Data from this vast network of sampling stations help make decisions relating to water supply, flood protection, and the protection and enhancement of our unique environment. Increased sampling requirements associated with the restoration of South Florida's Everglades ecosystem has placed additional staffing burdens on the SFWMD and the SFWMD has developed agreements with counties capable of performing this large array of monitoring tasks.

DERM has operated a surface water quality monitoring program for Biscayne Bay and its watershed since 1979. In recognition of DERM's experience with surface water quality sampling, the SFWMD requested assistance with sampling of the Everglades watershed in Miami-Dade County. Since October 1999, the Board has approved eight (8) agreements with the SFWMD for surface water quality monitoring in the Everglades watershed. Agreement Number 4600000758 extends the existing water quality sampling duties in Miami-Dade County for an additional five years.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: September 4, 2007

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(B)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(D)(1)(B)

09-04-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR EVERGLADES WATERSHED WATER QUALITY SAMPLING IN MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Agreement Number 4600000758 between Miami-Dade County and the South Florida Water Management District for Everglades Watershed Water Quality Sampling in Miami-Dade County, in substantially the form attached hereto and made part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all provisions contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. PST

Peter S. Tell

ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS AGREEMENT WITH:

Name: MIAMI-DADE COUNTY

Address: 701 NW 1st Court
Miami, FL 33136

Project Manager: Mr. Forrest Shaw
Telephone No: (305) 372-6854
Fax No: (305) 372-6631
Hereinafter referred to as: COUNTY

This number must appear on all Invoices and Correspondence

4600000758

PROJECT TITLE: EVERGLADES WATERSHED WATER QUALITY SAMPLING IN MIAMI-DADE COUNTY

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

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

TOTAL AGREEMENT AMOUNT: $1,358,111.00

AGREEMENT TYPE: Not-to-Exceed

Multi-Year Funding (If Applicable)

Fiscal Year: October 1, 2007 – September 30, 2008 - $245,202.80*
Fiscal Year: October 1, 2008 – September 30, 2009 - $257,422.48*
Fiscal Year: October 1, 2009 – September 30, 2010 - $270,749.00*
Fiscal Year: October 1, 2010 – September 30, 2011 - $284,878.16*
Fiscal Year: October 1, 2011 – September 30, 2012 - $299,858.56*

***Subject to District Governing Board Annual Budget Approval**

AGREEMENT TERM: Five (5) Years

EFFECTIVE DATE: October 1, 2007

District Project Manager: Monique Laham-Pass
Telephone No: (561) 753-2400 x4756
Fax No. (561) 791-4094

District Contract Administrator: Bernadette Harrison
Telephone No.: (561) 682-6378
Fax No.: (561) 682-5587 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 - Notices
Accounts Payable - Invoices

SUBMIT NOTICES TO THE COUNTY AT:
MIAMI-DADE COUNTY
Department of Environmental Management
701 NW 1st Court
Miami, FL 33136
Attention: Mr. Forrest Shaw

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

MIAMI-DADE COUNTY

Accepted By: _____
Signature of Authorized Representative

Title: Carlos Alvarez, Mayor
Mayor, Miami Dade County, FL

Date: _____

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD

Accepted By: _____
Frank Hayden, Procurement Director

Date: _____

SFWMD PROCUREMENT APPROVED
By: Bernadette Harrison Date: 3/21/07

5

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**.

1.4 In the event **COUNTY** employees or hired workers are authorized by Exhibit "C" to perform services on-site at **DISTRICT** facilities, the **COUNTY** hereby agrees to be bound by all applicable **DISTRICT** policies and standards of conduct listed in Attachment 1, "Contractor Policy Code Acknowledgement" to Exhibit "C" and shall require each individual performing such on-site work to execute the Attachment 1 form. It is the **COUNTY's** responsibility to advise its employees or hired workers of the nature of the project, as described in Exhibit "C". The **COUNTY** shall determine the method, details and means of performing the services, within the parameters established by Exhibit "C". The **DISTRICT** shall provide additional guidance and instructions to **COUNTY's** employees or hired workers where necessary or appropriate as determined by the **DISTRICT**.

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 the cover/signature page 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 the cover/signature page 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 PROMPT 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 the cover/signature page 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 (including approved travel costs, if applicable), receipts and subcontractor invoices. Any authorized travel shall be reimbursed in accordance with Chapter 112, Florida Statutes.

3.3 It is the policy of the **DISTRICT** that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all **DISTRICT** requirements as specified in the **AGREEMENT** for invoice submission. The time at which payment shall be due from the **DISTRICT** shall be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the **DISTRICT** conditions as detailed in the **AGREEMENT**.

Failure of the **COUNTY** to follow the instructions set forth in the **AGREEMENT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**. All payments due from the **DISTRICT** for a proper invoice and acceptable services and/or deliverables and not made within the time specified in this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The **COUNTY** shall invoice the **DISTRICT** for payment of any accrued unpaid interest.

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **DISTRICT** shall be concluded by final written decision of the **DISTRICT** Leadership Team not later than sixty (60) days after the date on which the proper invoice was received 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 the cover/signature page 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 Specialist specified on the cover/signature page 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 the cover/signature page 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 the cover/signature page 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 indemnify, and pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **COUNTY's** subcontract.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 It is the policy of the **DISTRICT** to encourage good business practices by requiring contractors to materially perform in accordance with the terms and conditions of the **DISTRICT AGREEMENT**. In accordance with **DISTRICT** Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **AGREEMENT.**

If the **COUNTY** materially fails to fulfill its obligations under this **AGREEMENT**, the **DISTRICT** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **COUNTY** shall have thirty (30) days to cure the breach. If the **COUNTY** fails to cure the breach within the thirty (30) day period, the **DISTRICT** shall issue a Termination for Default Notice. Once the **DISTRICT** has notified the **COUNTY** that it has materially breached its contract with the **DISTRICT**, by sending a Termination for Default Notice, the **DISTRICT's** Governing Board shall determine whether the **COUNTY** should be suspended from doing future work with the **DISTRICT**, and if so, for what period of time. The **DISTRICT's** Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a **COUNTY** should be suspended, and if so, for what period of time. Should the **DISTRICT** terminate for default in accordance with this provision, the **DISTRICT** shall be entitled to recover reprocurement 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

8

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 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.

6.4 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.

6.5 The **DISTRICT** anticipates a total project cost as indicated on the cover/signature page, with the balance of matching funds and/or in-kind services to be obtained from the **COUNTY** in the amount as specified on the cover/signature page 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 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 **AGREEMENT** 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 $1,000.00 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 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 has been placed on the discriminatory vendor list. If the **COUNTY** or any affiliate of the **COUNTY** has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since that person was placed on the convicted vendor or discriminatory 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 or Section 287.134, respectively, 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**, 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 included on the list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. 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. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **COUNTY** for any work or materials furnished.

8.6 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**.

8.7 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 is 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.

8.8 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**.

8.8.1 Pursuant to Sections 119.07(3)(o), and 1004.32 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)

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.

8.9 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.

8.10 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.

8.11 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, 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 In the event that the **COUNTY** is providing staff who will be working on-site at **DISTRICT** facilities, it is further understood that the **COUNTY** shall be the employer of the staff provided pursuant to the **AGREEMENT** for all purposes under state and federal law and that the **COUNTY's** staff shall not be eligible for any benefit programs the **DISTRICT** offers to its employees. All benefits available to the **COUNTY's** staff shall be exclusively provided by the **COUNTY** or by the **COUNTY's** employee.

The **COUNTY** is solely responsible for compliance with all labor and tax laws pertaining to officers, agents and **COUNTY** employees and shall indemnify and hold the **DISTRICT** harmless from any failure by the **COUNTY** to comply with such laws. The **COUNTY's** duties with respect to such personnel shall include, but are not limited to, the following:

9.2.1 Billing, collection, payroll services and tax withholding, and any other related services

9.2.2 Providing insurance coverage pursuant to Article 5 of this **AGREEMENT**.

9.2.3 Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits and disability insurance.

9.2.4 Complying with the Fair Labor Standards Act, 29 U.S.C. 201, et.seq., including payment of overtime in accordance with the Act.

9.2.5 Providing employee training for all activities necessary for job performance, except those functions that are unique to the **DISTRICT**, in which event, the **DISTRICT**, in its sole judgment and discretion, may provide training.

9.3 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.

9.4 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.

9.5 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.

9.6 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 level 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 event subsequent competitive contract awards do result in MBE 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 - GENERAL PROVISIONS

11.1 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.

11.2 Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:

(a) Exhibit "A" Special Provisions, if applicable
(b) Exhibit "B" General Terms and Conditions
(c) Exhibit "C" Statement of Work
(d) all other exhibits, attachments and documents specifically incorporated herein by reference

11.3 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.

11.4 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.

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

11.6 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 12 – SAFETY REQUIREMENTS

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

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

12.3 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.

12.4 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.

12.5 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.

12.6 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.

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

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

12.7.2 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

12.7.3 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.

12.8 The **COUNTY** shall provide first aid services and medical care to its employees.

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

12.10 *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.

12.11 *Environmental*: When the **COUNTY**, **COUNTY's** contractors, 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.

12.12 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

EVERGLADES WATERSHED WATER QUALITY SAMPLING IN MIAMI-DADE COUNTY

1.0 INTRODUCTION AND BACKGROUND

This five (5) year Cooperative Agreement (October 1, 2007 through September 2012) between the South Florida Water Management District (District) and Miami-Dade County (County) requires the collection of water quality samples associated with two (2) major District monitoring programs: (1) Everglades Watershed Water Quality Monitoring (Everglades) and (2) C111-D Detention Area (C-111D). Surface water samples for the Everglades program shall be collected from twenty-nine (29) unique stations associated with four (4) distinct District projects: Conservation Area Mass Balance (CAMB), Non-Everglades Construction Project (NECP), Everglades National Park (ENP), and Tamiami Bridges (TAMB). Additionally under the Everglades program, samples shall be collected from two (2) stations for the Atmospheric Deposition Project (RAIN). Surface water samples for the C111-D Detention Area program shall be collected from five (5) unique stations. The majority of the water quality samples collected under this Agreement is mandated by the NECP Permit, the Everglades Settlement Agreement, C-111 Emergency Order and/or Comprehensive Everglades Restoration Program (CERP).

2.0 OBJECTIVES

The primary objectives of this Agreement are to: (1) obtain water quality data that fulfills District legal mandates, (2) decentralize regional monitoring efforts to the local level, (3) partner with local government, and (4) redirect District staff to other priority projects.

3.0 SCOPE OF WORK

This Agreement between the District and the County entails water quality sampling at a total of thirty-four (34) surface water stations, and two (2) atmospheric deposition stations located within Miami-Dade County and shipment of these samples to the District laboratory for analysis. The latitude and longitude coordinates obtained via the Global Positioning System (GPS) and site description of each station are included in Table 7 of this Statement of Work. Of the thirty-four (34) surface water sample stations to be collected by the County under this Agreement, five (5) are equipped with flow proportional autosamplers and five (5) equipped with time proportional autosamplers. All work done by the County as a result of this Agreement shall include the appropriate quality assurance samples and be collected as needed to comply with the Quality Assurance Systems Requirements (QASR) manual, applicable CERP Guidance Memoranda (CGM), Department of Environmental Protection Standard Operating Procedure (DEP SOP) 001/01, and the District's Field Sampling Quality Manual (FSQM). The District may request the County to collect emergency samples during storm events and heavy flow conditions. **The County shall notify the District Field Project Manager immediately if sample collection problems arise to allow the District to potentially remedy the situation before legal mandates are violated.**

/6

3.1 Sample Collection Protocols

All sample collection and field measurements identified in the tasks of this Agreement are subject to the following requirements:

a) The County shall be responsible for following the requirements under F.A.C. 62-160 (Florida Department of Environmental Protection (FDEP) Quality Assurance Rule, the QASR manual, and the supporting Field Sampling Standard Operating Procedures (SOPs) for the collection of samples. In accordance with this Rule, the County must possess and maintain a Field Quality Manual.

b) Any variances from the minimum requirements under F.A.C. 62-160, the QASR manual, or the FDEP SOPs must be approved in writing (email is adequate) by FDEP and the District Field Project Manager prior to implementation. This includes any changes in sampling procedures or quality assurance/quality control (QA/QC) protocols.

c) The County shall ensure that only qualified and properly trained staff conduct sampling or field measurements for this Agreement. All sample collection trips shall have at least one (1) person present who has collected samples for similar low-concentration nutrient parameters in surface water for at least two (2) consecutive years. The County shall demonstrate knowledge of FDEP sampling SOP's and the QASR manual for the collection methods requested within this Agreement, and the operation of field instruments/equipment. The County shall document all staff training and keep the documentation in the employees' files. All training records shall be available for review during audits and/or if requested.

d) The County shall submit a list of sampling personnel who are, or shall be, assigned to complete tasks specified in this Agreement, along with a summary of their qualifications. Any changes or updates to this information shall be submitted to the District Field Project Manager within two (2) weeks. New staff will be assigned registered ID's in the District's Laboratory Information Management System (LIMS) system prior to being allowed to collect samples or record documentation.

e) The County shall submit to the District Field Project Manager any new field instrument identification numbers so that they may be registered in the District's LIMS.

f) The County shall document all field conditions and measurements electronically using the District field collection software. All required field notes and header sheets shall be submitted to the District Field Project Manager via electronic mail on a weekly basis. Any required corrections shall be submitted alongside the notes for the following week. Original field notes and chain-of-custody sheets shall be submitted with the samples to the District laboratory.

g) The County shall calibrate all field equipment before and after each day of sampling (refer to the FDEP SOP). A District standard calibration sheet (Appendix A) shall be completed and submitted to the District lab alongside the shipped sample. In-situ field measurements of the water column at each station shall always be measured at 0.5 meters and recorded at the same time the grab sample is collected. In-situ measurements shall be taken any time a grab sample is collected.

h) The County shall submit invoices to the District on a quarterly basis. Invoices shall state the lump sum costs associated with each of the two (2) major programs: **Everglades and C111-D Detention Area**. A statement attesting to the validity of the data shall accompany all quarterly reports and invoices.

i) The County shall perform quarterly autosampler maintenance (including all tubing change, intake strainer cleaning, proper calibration, reset pump counts, desiccant change, autosampler bottles cleaned as needed, peristaltic pump cleaned, autosampler housing and equipment properly cleaned, bomb shelter properly cleaned and free of insects and other animals) and minor repairs (battery checked and changed as needed, bomb shelter cleaned as needed, internal battery checked, always have an extra autosampler head for replacement as needed, sample calibration every week) to the autosamplers as needed. The County field staff shall have charged autosampler batteries available on field monitoring trips to replace discharged batteries as needed. In the event that the District cannot provide parts to repair the autosamplers, the County shall purchase all parts and supplies necessary with reimbursement from the District. The District shall be responsible for all major repairs to autosamplers (solar panels, bomb shelter replacement or repair). Please notify the District Field Project Manger immediately if any problems with equipment arise.

j) The County shall be responsible for all routine service, maintenance, and minor repair of the rain collectors (i.e., rain seals replacement, battery replacement as needed). The District shall be responsible for all major repairs and service.

k) All samples collected under this Agreement shall be shipped overnight to the appropriate laboratory on the same day they are collected. The District shall be responsible for all costs of shipping.

l) The District shall provide all header sheets and labels required for all collection trips; the County shall notify the District Field Project Manager if extra header sheets and labels are needed with at least three (3) weeks advance notice. The County shall produce labeled bottle kits for each collection event following the guidelines for bottle size and label color, as outlined in Table 8.

m) The County shall adhere to District protocol for documenting all field data and shall receive training on new field documentation techniques as they are implemented by the District. All field documentation and chain-of-custody (COC) sheets shall be reviewed by a second person for errors and omissions prior to submission to the District laboratory.

The District may review field sampling and quality assurance/quality control (QA/QC) procedures and conduct field audits as desired.

4.0 WORK BREAKDOWN STRUCTURE

Task 1: Approved Quality Assurance Manual

The County's Quality Assurance Manual shall be submitted to the District within fourteen (14) days of the execution of this Agreement. The County shall maintain this manual for the duration of the Agreement and shall submit document revisions to the District for approval.

Deliverable 1 - Two (2) copies of the County Quality Assurance Manual submitted within fourteen (14) days of Agreement execution.

Task 2: Field Measurements Schedule/Supplies Orders

Before each quarter, the County shall create a schedule of sample collection and field measurement schedule that covers all work required by this Agreement for that quarter. This schedule shall be used to identify the dates on which sample collections and field data measurements required under this Agreement shall be performed. The schedule shall cover the required sample parameters and frequencies as identified under each task. The schedule shall allow for autosampler stations to be visited on the same day each week, allowing for a 7-day sampling interval. The schedule shall also allow for adequate time for samples to arrive at the District laboratory for samples to be analyzed within holding times. In the event of a holiday or extenuating circumstance, it may be necessary for the County to modify the schedule in order to ensure that samples are submitted to the laboratory within deadlines. All such modifications shall be brought to the attention of the District Field Project Manager one (1) week prior to when it will occur. If a courier is utilized to deliver samples to the District laboratory, no samples can be shipped on a Friday or any day before a District recognized holiday.

The County shall supply filters, syringes, sample bottles, conductivity standards, gloves, autosampler tubing, autosampler discrete bottles, desiccants, and sample preservatives. The County shall supply an in-situ, multi-parameter probe, sample collection equipment, coolers, and required transportation. The County shall be responsible for ensuring that an adequate stock of supplies is available to perform all required work. All supplies requests by the County shall be given to the District Field Project Manager with at least two (2) weeks advance notice.

Deliverable 2 - A comprehensive Data Collection and Field Measurements Schedule for each quarter, submitted by September 20th, December 20th, March 20th, and June 20th for the following quarter. The schedule for the first quarter of this Agreement shall be submitted within two (2) weeks of the execution of this Agreement.

Task 3: Everglades Program Sampling

All samples and field measurements for the projects below shall be collected within the guidelines of Section 3.1, Sample Collection Protocols.

Non-Everglades Construction Project (NECP)

The County shall collect surface water grab samples and field water quality in-situ measurements at the six (6) stations associated with the NECP permit in compliance with the frequency and parameter requirements outlined in Table 1.

Note: Autosampler samples shall be collected and processed at two (2) stations on a weekly basis.

Everglades National Park Inflows/Outflows (ENP)

The County shall collect surface water grab samples and in-situ measurements at the seven (7) stations associated with the ENP project in accordance with the frequency and parameter requirements as outlined in Table 2.

Note: Autosampler samples shall be collected and processed at five (5) stations on a weekly basis.

Conservation Area Mass Balance (CAMB)

The County shall collect surface water grab samples and in-situ field water quality measurements at the five (5) stations associated with the CAMB project that meet the frequency and parameter requirements outlined in Table 3.

Note: Autosampler samples shall be collected and processed at two (2) stations on a weekly basis.

Tamiami Bridge Culverts (TAMB)

The County shall collect surface water grab samples and in-situ field water quality measurements at the ten (10) stations associated with the TAMB project in accordance with the frequency and parameter requirements outlined in Table 4.

Atmospheric Deposition Project (RAIN)

The County shall collect atmospheric deposition grab samples at the two (2) stations associated with the RAIN project in accordance with the frequency and parameter requirements outlined in Table 5. All samples shall be collected within the guidelines of Section 3.1, Sample Collection Protocols and Appendix B (Rain Processing) of this Statement of Work.

Table 1 - NECP: Required Sample Frequencies and Parameters

STATION	FREQUENCY	PARAMETERS
G69	BWF	TEMP, DO, PH, COND, CL, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, CA
	QTRF	Above plus SO4
S331-173	WEEKLY GRAB	TEMP, DO, PH, COND, TPO4
	WEEKLY - ADT	NOX, TKN, TPO4
	WF/M	TEMP, DO, PH, COND, CA, CL, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB
	QTR	Above plus SO4, SIO2, ALKA, MG, NA, K
S334 - S356	WEEKLY	TEMP, DO, PH, COND, TPO4
	ADT – WEEKLY	TPO4, TKN, NOX
	WF/M	TEMP, DO, COND, PH, NOX, TKN, TPO4, OPO4, TSS, CL, CA, TURB
	QRT	Above plus, SO4, TURB
S197	BWF	TEMP, DO, PH, COND, NOX, TKN, TPO4, TURB
	QTRF	Above plus SO4
S335	BWF/M	TEMP, DO, PH, COND, TPO4, OPO4, TKN, NOX, TSS, CL, CA
S355A and S355B	WF/M	TEMP, DO, PH, COND, TPO4, OPO4, TKN, NOX, TSS, CL, CA
	QRT	Above plus SO4, TURB

Note: ADT = Time-proportional autosampler analyzed as discrete samples
ACF = Flow-proportional autosampler analyzed as a single composite sample
WF/M = Sampled weekly if flowing, otherwise monthly
QRT = Sampled quarterly
QRTF = Sampled quarterly if flowing
BWF = Sampled biweekly if flowing
TEMP, pH, COND, and DO are measured insitu.

Table 2 ENP: Frequencies and Associated Parameters

STATION	FREQUENCY	PARAMETERS
S18C	WEEKLY – GRAB	TEMP, DO, PH, COND, TPO4
	WEEKLY- ACF	TPO4
	BWF/M	TEMP, DO, PH, COND,CHLA, CHLB, CHLA2, CHLC, PHEO, CARO, CA, MG, NA, K, CL, COLOR, NO2, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, ALKA, APA
	QRT	Above plus SO4, TOTFE
S178	WEEKLY – GRAB	TEMP, DO, PH, COND,TPO4
	WEEKLY – ACF	TPO4
	WF/M	TEMP, DO, PH, COND,CHLA, CHLB, CHLA2, CHLC, PHEO, CARO, CA, MG, NA, K, CL, COLOR, NO2, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, ALKA, APA
	QRT	Above plus SO4, TOTFE
S174	WEEKLY – GRAB	TEMP, DO, PH, COND,TPO4
	WEEKLY- ACF	TPO4
S176	WEEKLY – GRAB	TEMP, DO, PH, COND, NH4, NOX, TKN, TPO4
	WEEKLY – ADT	NOX, TKN, TPO4
	BWF/M	TEMP, DO, PH, COND, CHLA, CHLB, CHLA2, CHLC, PHEO, CARO, CA, MG, NA, K, CL, COLOR, NO2, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, ALKA, APA
	QRT	Above plus TOTFE
S177	WEEKLY – GRAB	TEMP, DO, PH, COND, NH4, NOX, TKN, TPO4
	WEEKLY – ADT	NOX, TKN, TPO4
	WF/M	TEMP, DO, PH, COND, CHLA, CHLB, CHLA2, CHLC, PHEO, CARO, CA, MG, NA, K, CL, COLOR, NO2, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, ALKA, APA
	QRT	Above plus SO4, TOTFE

22

TAMBR105	BWF/M	TEMP, DO, PH, COND, CHLA, CHLB, CHLA2, CHLC, PHEO, CARO, CA, MG, NA, K, CL, COLOR, NO2, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, ALKA, APA
	QRT	Above plus SO4, TURB
US41-25	BWF/M	TEMP, DO, PH, COND, CHLA, CHLB, CHLA2, CHLC, PHEO, CARO, CA, MG, NA, K, CL, COLOR, NO2, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, ALKA, APA
	QRT	Above plus SO4, TURB

Table 3 - CAMB: Frequencies and Associated Parameters

STATION	FREQUENCY	PARAMETERS
S333 and S12A	WEEKLY – GRAB	TEMP, DO, PH, COND, TPO4
	WEEKLY – ADT	TPO4, NOX, TKN,
	WF/M	TEMP, DO, PH, COND, CHLA, CHLB, CHLA2, CHLC, PHEO, CA, MG, NA, K, CL, COLOR, NO2, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, ALKA, APA
	QRT	Above plus SO4, SIO2, TOTFE
S12B and S12D	WF/M	TEMP, DO, PH, COND, CHLA, CHLB, CHLA2, CHLC, PHEO, CA, MG, NA, K, CL, COLOR, NO2, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, ALKA, APA
	QRT	Above plus SO4, SIO2, TOTFE
S12C	WF/M	TEMP, DO, PH, COND, CHLA, CHLB, CHLA2, CHLC, PHEO, CA, MG, NA, K, CL, COLOR, NO2, NOX, NH4, OPO4, TKN, TPO4, TSS, TURB, ALKA, APA
	QRT	Above plus SO4, SIO2

Table 4 - TAMB: Frequencies and Associated Parameters

STATION	FREQUENCY	PARAMETERS
SAFARI GLADER COOPERTN FROGCITY TAMBR6 TAMBR5 TAMBR4 TAMBR3 TAMBR2 TAMBR1	BWF	TEMP, DO, PH, COND, TPO4

Table 5 - RAIN: Sample Frequencies and Parameters

STATION	FREQUENCY	PARAMETERS
L67AWET and ENPRCWET	WEEKLY	LCOND, TKN, TPO4, OPO4, CL, SO4, SIO2, NOX, NH4, ALKA, CA, MG, NA, K

Task 4: C111-D Detention Area Sampling

The County shall collect surface water grab samples and field water quality measurements at the five (5) stations associated with C111-D in accordance with the frequency and parameter requirements outlined in Table 6. All samples and field measurements shall be collected within the guidelines of Section 3.1, Sample Collection Protocols.

NOTE: Autosampler samples required from three (3) stations on a weekly basis.

24

Table 6 - C111-D: Frequencies and associated parameters

STATION	FREQUENCY	PARAMETERS
S332B and S332C	WEEKLY – GRAB	TEMP, DO, PH, COND, TPO4
	WEEKLY – ACF	NOX, TKN, TPO4
	WF	TEMP, DO, PH, COND, TPO4, OPO4, TKN, NOX, CL, CA, TURB, TSS
S332DAS	WEEKLY – ACF	NOX, TKN, TPO4
S332D	WEEKLY F–GRAB/ MONTHLY (IF S174, S176 AND/OR S332D FLOWING)	TEMP, DO, PH, COND, TPO4, OPO4, TKN, NOX, TSS, CL, CA
	WEEKLY GRAB	TEMP, DO, PH, COND, TPO4
	QUARTERLY	Weekly Flow plus ALKA, NA, K, CA, MG, DOC, SIO2, SO4, TDS, TOTFE
BERMB3	BWF/M	TEMP, DO, PH, COND, TPO4, OPO4, TKN, NOX, CL, CA, TURB, TSS
	QUARTERLY	Above plus SO4

Deliverables 3 and 4 - All required surface water quality samples, field measurements, and associated documentation. The County shall ship samples, original signed header sheets and field notes to the District laboratory on the same day of collection, as well as send an email notification of their shipment to the laboratory with the electronic version of the header sheet and field notes attached. The County shall document all field conditions and measurements electronically using the District field collection software. All required field notes and header sheets shall be submitted to the District Field Project Manager via electronic mail on a weekly basis. Any required corrections shall be submitted alongside the notes for the following week. If for any reason the data cannot be recorded electronically, copies of all associated field notes and header sheets are to be scanned and e-mailed to the District Field Project Manager by Friday for all work performed during the week.

Task 5: Collection of District Designated Emergency Samples

The County shall collect District designated "emergency" samples on an "as needed" basis. This sample collection may include grab, autosampler, and rain samples at District defined emergency sample collection sites. These emergency collection sites will be within Miami-Dade County boundaries, and will likely include some of the thirty-four (34) locations associated with Tasks 3 and 4 of this Agreement. The County shall ship all samples to the District laboratory or the District designated laboratory via overnight courier on the same day as collection.

25

Deliverable 5 – All requested "emergency" water quality samples, field measurements, and associated documentation. Samples and original header sheets shipped to the District laboratory on the same day of collection, as well as email notification of their shipment to the laboratory. The County shall document all field conditions and measurements electronically using the District field collection software. All required field notes and header sheets shall be submitted to the District Field Project Manager via electronic mail on a weekly basis. Any required corrections shall be submitted alongside the notes for the following week. If for any reason the data cannot be recorded electronically, copies of all associated field notes and header sheets are to be scanned and e-mailed to the District Field Project Manager by Friday for all work performed during the week.

5.0 DELIVERABLE SCHEDULE

Deliverable	Deliverable Description	Due Date
1	Quality Assurance Manual	Submit to District Project Manager within 14 days of Agreement execution.
2	Sample Collection and In-situ Field Measurements Schedule	Submit initial 1st quarter schedule to District Project Manager within 2 weeks of Agreement execution. The schedule for each following quarter shall be submitted by September 20th, December 20th, March 20th, and June 20th
3 Everglades Program Sampling	Collection and shipment of required NECP, ENP, CAMB, TAMB and RAIN samples, in-situ field measurements, and documentation.	On the day of collection specified within the sampling schedule.
4 C111-D Detention Area Sampling	Collection and shipment of required C111-D samples, in-situ field measurements, and documentation.	On the day of collection specified within the sampling schedule.
5	Collection and shipment of requested "emergency" samples, in-situ field measurements and documentation.	On the day of collection, as requested.

26

6.0 CONTINGENCIES

Every effort shall be made by the County to complete all of the above tasks as described; however, it is recognized that samples may be missed due to inclement weather or unforeseen, unsafe working conditions. The District may amend this Agreement for a time extension in the event of a natural disaster or major storm.

Expedited emergency monitoring may be requested by the District during or after unusual weather events that may affect water-related resources. While every effort shall be made by the County to accommodate such requests, unscheduled monitoring shall be conducted based on staff availability and it is understood that some requests may not be fulfilled. In-situ and physical data collected from these unplanned sampling events shall conform to the formats described within this Statement of Work and shall be reported in a separate section of the quarterly report for that period.

Monitoring locations, frequencies and parameters may change without amending the contract with prior approval from both the District Field Project Manager and the County. Notwithstanding emergency situations where changes must be incorporated immediately, the District will submit modifications of sampling frequencies and parameterization no more frequently than quarterly, and will provide the required modification to the County a minimum of two (2) weeks in advance of the required initiation of such changes.

Table 7 - Locations of Water Quality Monitoring Stations in Miami-Dade County by Project

C111D Project Monitoring Stations

Station ID	Latitude (degrees, minutes)	Longitude (degrees, minutes)	Description
S332B	25 32.974	80 33.636	District pump station located at the intersection of the C-111 and L31-N canals.
S332C	25 30.909	80 33.615	District pump station located at the intersection of the C-111 and C-103 canals.
S332D / S332DAS	25 28.976	80 33.834	District pump station located at the intersection of the C-111 and C-113 canals.
Berm B3	25 27.272	80 35.100	A berm type structure located in the C-111 Detention Areas between Cell 5 and the Flow Way Cell.

NECP Project Monitoring Stations

Station ID	Latitude (degrees, minutes)	Longitude (degrees, minutes)	Description
G69	254542.025	803341.484	Sluice gate culvert on L29, adjacent to Highway 41, releases water from WCA3B into L29 Borrow Canal
S331-173	253640.417	803034.901	Pump station culvert on L31N Borrow Canal about 9 miles west of Homestead.
S334	254540.767	803008.678	Gated structure on Highway 41, 11 miles east of District spillway S-333.
S197	251714.147	802629.386	Culvert near mouth of Cnl 111, 3 mi from shore of Manatee Bay, 750 ft E of US1
S355A	254542.728	803527.328	N side of Tamiami Trail, approx. 2.2 mi W of S355B, btwn GLADER and FROGCITY
S355B	254542.613	803311.759	North side of Tamiami Trail, approximately 4.5 miles west of Krome Ave
S335	254633.86	802858.198	L-30 Canal one mile North of Tamiami Trail

ENP Project Monitoring Stations

Station ID	Latitude (degrees, minutes)	Longitude (degrees, minutes)	Description
S18C	251950.189	803129.528	A gate type structure located on C-111 south of SR-9336. The water flows southward and samples are collected upstream of structure.
S178	252427	803127	A gate type structure located at the head of C-111E and US-27 southwest of Homestead. The water flows southward through this structure. Simple upstream of S178.
S177	252410.412	803330.215	S-177 Spillway on canal C-111 near Fla. Highway 27
TAMBR105	255106.672	805850.338	US41 burrow canal 100 ft east of bridge #105 in Big Cypress National Preserve

US41-25	254639.848	805040.304	Sampled downstream of S-343B from bridge No. 25 on US-41, 2 miles NE of S12A. Water flows southwest through culvert under bridge.
S176	252855	803345	A gate type structure located at the head of the C-111 immediately upstream of C-113 north of Homestead. Water moves southward through this structure.
S174	252901	803349.32	

CAMB Project Monitoring Stations

Station ID	Latitude (degrees, minutes)	Longitude (degrees, minutes)	Description
S333	254542.407	804027.843	Gated structure located approx. 11 miles west of District spillway S-334. Water flows eastward from WCA3A down the L-29 canal.
S12A	254542.653	804914.846	S12-A, B, C, and D are all gated structures located along US41 at the south end of WCA3A. They are .25, 2, 6 and 9 miles west of S333. Water flows southward into ENP.
S12B	254542.653	804609.060	
S12C	254543.313	804338.284	
S12D	254543.460	804053.192	

TAMB Project Monitoring Stations

Station ID	Latitude (degrees, minutes)	Longitude (degrees, minutes)	Description
TAMBR1	254538	803023	Culvert under US-41, 0.3 miles west of District spillway S-334.
TAMBR2	254538	803053	Culvert under US-41, 0.8 miles west of District spillway S-334.
TAMBR3	254538	803134	Culvert under US-41, 1.5 miles west of District spillway S-334.
TAMBR4	254538	803215	Culvert under US-41, 2.2 miles west of District spillway S-334.
TAMBR5	254538	803023	Culvert under US-41, 2.7 miles west of District spillway S-334.
TAMBR6	254538	803053	Culvert under US-41, 3.3 miles west of District spillway S-334.
COOPERTN	254538	803134	Culvert under US-41, 3.7 miles west of District spillway S-334.
GLADER	254538	803215	Culvert under US-41, 5.0 miles west of District spillway S-334.
FROGCITY	254538	803550	Culvert under US-41, 6.0 miles west of District spillway S-334.
SAFARI	254538	803735	Culvert under US-41, 7.9 miles west of District spillway S-334.

RAIN Project Monitoring Stations

Station ID	Latitude (degrees, minutes)	Longitude (degrees, minutes)	Description
ENPRCWET	254621	805023	Automatic precipitation collector located at Beard Research Center within ENP.
L67AWET	254802	804006	Automatic precipitation collector located on L67A about 2.5 miles northeast of spillway structure S333.

Table 8 - Associated Bottle Sizes, Tag Colors, Parameters and Preservatives

TAG COLOR	FILTER/PRESERVATIVE	PARAMETERS	BOTTLE SIZE
YELLOW	Unfiltered Cool to 4 deg. C	CARO, CHLA, CHLA2, CHLB, CHLC, PHEO	1L amber
WHITE2	Unfiltered Cool to 4 deg. C	TSS	1L
WHITE	Unfiltered Cool to 4 deg. C	TDS, TURB	125 ml
BEIGE	Unfiltered Cool to 4 deg. C	ALKA, APA, TRP	125 ml
BRIGHT BLUE	Unfiltered HNO3	TOTFE	250mL Nalgene
MAGENTA	Unfiltered H2SO4 Cool to 4 deg. C	TPO4, TKN	125mL
ORANGE	Filtered Cool to 4 deg. C	CL, COLOR, NO2, OPO4, SIO2, SO4	125mL
LIGHT BLUE	Filtered H2SO4 Cool to 4 deg. C	TDKN, TDPO4, DOC	125mL
GREY	Filtered H2SO4 Cool to 4 deg. C	NH4, NOX	60mL
GREEN	Filtered HNO3	CA, K, MG, NA	60mL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Contractor Policy Code Acknowledgement

Name (Please Print) _____

Contract/Work Order/Purchase Order (P.O.) # _____

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with the South Florida Water Management District (the "District") using District equipment and/or working on District premises, property or facilities must comply with the rules and regulations of the District's Policy & Procedure Code.

As the Contractor's representative, without limitation thereto, I, _____, (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Whistle-Blowers Policy, Chapter 101, Article V. Sec. 101-101 through 101-113.
- ✓ Equal Employment Opportunity and Harassment Policy, Chapter 120, Article I. Sec. 120-3.
- ✓ Standards of Conduct Policy, Chapter 120, Article III. Sec. 120-62.
- ✓ Corrective Action Policy, Chapter 120, Article III. Sec. 120-63.
- ✓ Drug-Free Workplace Policy, Chapter 120, Article III. Sec. 120-73.
- ✓ Chapter 130, Information Technology: Acceptable Use of Information Technology and Telecommunications Policy; Electronic Mail Policy; and, Intellectual Property and Works-Made-For-Hire Policy
- ✓ Information Technology Security Procedures, Chapter 230, Article II. Sec. 230-21 through 230-27.

In the course of conducting business with the District, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the District. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the District, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the District may eliminate me and/or my company from award of future solicitations.

I recognize and understand that District IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the District, and should be used for the purposes of conducting bona fide District business only.

I recognize and understand that no remote access technology or device is to be attached to District IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-District equipment or other resources used by me to connect to District IT resources, systems or services will be subject to the same laws, rules and regulations as District-owned IT resources.

31

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Contractor Policy Code Acknowledgement

I am aware that District IT resources are the property of the District, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to District IT resources. I am aware that the District may audit, access, and review all data and/or communications transmitted through or residing on District IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the District's right to access or disclose such communications, and that the District shall disclose the information to third parties as required by law.

When authorized to do so I accept all risks and responsibilities associated with using and/or connecting non-District resources or equipment to District IT resources. **In regard to such non-District resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the District to take immediate action to reduce the District's exposure.
- ✓ I further authorize the District to perform inspections as deemed necessary to ensure the safety and security of District data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the District will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the District harmless from theft or damage incurred while on District properties or premises.

Information or work products or related derivative works developed by me specifically for the District, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the District, including all intellectual property rights thereto. I acknowledge that the District claims sole ownership and rights to all such materials.

I am aware that the District's Policies and Procedures Code and any other District practices are subject to change or modification by the District, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the District has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the District. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # _____. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of District policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the District, and the District may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

_____
Contractor Name (Print)

_____	_____	_____
Authorized Representative Name (Print)	Signature	Date

32

FOR 451 (Also Quanta, etc.)

South Florida Water Management District

Field Test Report

Sample Analyst: WHO TOOK FIELD READINGS Ex: Jonny Appleseed
IC/ICV Analyst: WHO DID YOUR PRE-TRIP IC/ICV'S Ex: Johnny Appleseed
CCV Analyst: WHO DID YOUR POST-TRIP CCV'S Ex: Forest Sprinkler
Instrument ID#: INSTRUMENT USED Ex: E4832

IC/ICV Location: Ex: Fac.
IC/ICV Solution Set ID: Ex: 0812 Vole
CCV Location: Ex: Sheets
CCV Solution Set ID: Ex: 08 Vole

Acceptance Criteria:	
DO	+/- 0.3 Units
Specific Conductance	+/- 5 Percent
pH	+/- 0.2 Units

	Field Sample ID	Tvalue	Precalibrated Reading (for IC's only)	pH	Dissolved Oxygen (mg/L)	Specific Conductance (uS/cm)	Temperature (C)	Salinity (ppt)	Redox (mv)	Date/Time Analyzed	P/F
	IC#1 (QC-COND)	2000	1964			2000				10/16/06 0645	PASS
	IC#2 (QC-COND)										
	ICV#1 (QC-COND)	200				199				10/16/06 0645	PASS
PRE	IC#1 (QC-PH)	7	6.98	7						10/16/06 0645	PASS
	IC#2 (QC-PH)	10	10.02	10						10/16/06 0645	PASS
	IC#3 (QC-PH)										
	IC#1 (QC-DO)	8.95	8.86		8.95		20.8			10/16/06 0645	PASS
SAMPLES	P#			7.4	5.96	2044	26.39				PASS
	P#			7.4	7.23	11440	25.45				PASS
	P#			7.5	10.72	21680	26.53				PASS
	P#			7.71	9.16	17600	25.56				PASS
POST	CCV#1 (QC-COND)	58600				58600				10/16/06 1759	PASS
	CCV#2 (QC-COND)	2000				1999				10/16/06 1759	PASS
	CCV#1 (QC-PH)	7		6.98						10/16/06 1759	PASS
	CCV#2 (QC-PH)	10		10.04						10/16/06 1759	PASS
	CCV#1 (QC-DO)	8.4297			8.78		22.7			10/16/06 1759	PASS

* MUST DO TWO POST CHECKS (CCV'S) FOR SPCOND AND pH NOW TO BRACKET TRIP AT END OF DAY.

* IC = AN ACTUAL CALIBRATION
ICV / CCV = A VERIFICATION (PRE/POST CHECKS)

* THE STANDARDS USED ON THIS SAMPLE DOCUMENT ARE EXAMPLES ONLY!
PLEASE USE STANDARDS THAT ARE APPROPRIATE FOR YOUR SAMPLING EVENT.

* For Specific Conductivity – note only one standard is used to calibrate instrument
– The second standard is read only and documented on ICV line
– leave one IC line blank

Signature: [signature] Date: 10/16/06 Reviewed By: X X X Date: 10/16/06

* DO true value is read from saturation chart

APPENDIX B

Atmospheric Deposition Collection

Atmospheric deposition samples are collected according to the National Atmospheric Deposition Program/Mercury Deposition Network (NADP/MDN) site operation manual. Individuals performing this type of collection should also be familiar with the program's monitoring plan and current SOP.

The District uses Aerochem Metrics Wet/Dry Precipitation collectors. These automated collectors are aluminum structures with two 3.5 gallon PVC buckets which serve as receptacles for wet and dry deposition, although dry deposition samples are no longer collected and processed by the District. An aluminum lid covers the wet side bucket under dry conditions. When the humidity sensor detects rain, the lid rotates over the dry side bucket, uncovering the wet side bucket. The wet buckets are collected weekly. The buckets are capped (while wearing PVC/Latex gloves) and taken to the laboratory for processing within 24 hours. Clean buckets are placed into the Aerochem collectors. Before clean buckets are placed into the collectors, one bucket from each decontamination lot is checked by pouring one liter of Analyte Free (AF) Water into the bucket, allowing the water to sit overnight (capped) in the laboratory, and processing the water as equipment blank.

All wet side buckets are weighed using a top loading balance and subtracting the clean bucket tare weight (determined before deployment in the field). Any sample contaminated by non-representative foreign matter such as guano, frogs, insects, lizards, or vegetative material are not processed.

Dry side buckets are inspected for contamination as above, and notes on the presence and nature of any contamination are recorded into a field notebook. An equipment blank is taken to the field every week and processed later with the samples. The equipment blank is 1000 ml of De-Ionized (DI) Water measured using a pre-cleaned disposable bottle and poured in the lab cleaned RAIN buckets (3.5 gallon PVC buckets).

Rain Processing Instructions

1. Set scale on the counter-top and balance until the "leveling" bubble falls within the designated inner-circle.

2. Check the calibration with the designated 4000-g weight in the calibration kit in the drawer—be sure to use the gloves enclosed within the kit, so as not to soil the calibration weight. If the scale registers an error >0.2-g, then calibration of the scale is necessary. Remove the weight, and hold down the calibration button (CAL) until the scale registers "CAL;" the scale will flash 4000—set the weight on the scale. The scale will then indicate when the calibration has been completed by flashing a 0 on the LCD. Document the calibration check and/or calibration in the processing notes.

3. Set the bucket on the scale (without the lid) and record the total weight of the bucket and sample (gross weight). The tare weight written on the bucket must be included in the notes. This must be performed before any of the samples are processed. ***NOTE*** It is not required to determine the gross weight of the Equipment Blank (EB).

4. The sample is then processed into the sample bottles in the order indicated on the inside front cover of the field notebook (black book). You will need approximately 650-720 mL of sample in the bucket to fill all of the bottles in the bottle set (6 bottles) and complete the necessary rinses. ***NOTE*** If there is a low sample volume, process only the necessary EB bottles (i.e., if there is not going to be a full sample set processed from either station, do not fill all of the EB sample bottles).

5. If there is **gross contamination** noted in the sample (i.e., a large quantity of fecal matter, strong fecal odor, or an over-abundance of insect matter), **discard the sample** and note the contamination in the notes.

6. If there is not enough sample in the bucket to process the entire bottle set, then fill as many of the bottles in the set as possible (the order of priority is as follows: magenta, orange, gray, green, beige, white). If there is sample to be processed from even one of the stations, the EB must be done first.

7. If there is enough sample at one of the stations, a split sample (SS) for the TKN/TPO_4 (magenta bottle) analysis shall be performed and properly noted on the header sheet for which station the SS was performed. ***NOTE*** This shall be done before filling the rest of the bottles in the full bottle set. The first priority in processing is the TKN/TPO_4 and an SS for this parameter. The laboratory needs a minimum of 30 ml for TKN and 15 for TPO_4. This leaves little room for processing error, but in the event that the sample volume is low, a 60 mL sample bottle may be used for the sample and SS rather than the 120 mL bottle listed in the front of the processing notebook.

8. If the sample in the bucket is weighed, and is less than approximately 100 mL, then no sample from that station must be processed because after the rinse is performed, then there will not be enough of a representative sample to analyze for TKN/TPO_4 (magenta).

9. A SFWMD COC (**header sheet**) must be submitted to the laboratory, even if no sample bottles are filled. Always record the **time and date of field collection** for each sample onto the header sheet, not the time and date of the sample processing.

10. Make sure to record notes on the sample even if there is not enough to process into the sample bottles. Copies of the processor's notes, the field collector's notes and the header sheet need to go to the District project manager.

11. After processing the sample, the emptied buckets need to be placed at the Laboratory Washing station for the proper individual to sterilize before the next deployment into the field.

35

EXHIBIT D
PAYMENT AND DELIVERABLE SCHEDULE

Reimbursement requests shall be submitted before the end of the first month following the quarter, (e.g., the reimbursement request for the period, October 1- December 31, 2007, shall be due before January 31, 2008).

All invoices shall list the deliverables submitted to the District during the quarterly reporting period, including tasks conducted in accordance with the requirements set forth under Task 1 through Task 5.

The Master Payment Schedule for this five (5) year Cooperative Agreement shows the lump sum payment amounts by quarter for each fiscal year (FY 2008 through FY 2012). As shown on this schedule, emergency sample collections are included on an "as required" basis. Billing for these expenses will be on a per event basis and is not included in the total lump sum amount per fiscal year.

Timely payment of invoices shall be contingent upon the District's receipt and acceptance of all work products due within the invoiced period. Any failure to meet the District's acceptance criteria shall result in a reduction of the quarterly payment. The payment reduction shall be based on the total percentage (or number of samples) of data deemed unacceptable. The District Field Project Manager shall communicate the deficiency to the County prior to payment authorization. Any failure to meet the District's acceptance criteria through error or omission on the part of the County that results in qualification or rejection of samples may result in a reduction of the quarterly payment.

The total not-to-exceed consideration to be provided by the District under this Agreement is $1,358,111.00. If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement will be subject to 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. All payments are subject to District fiscal year appropriations in the amounts of:

FY08 - $245,202.80
FY09 - $257,422.48
FY10 - $270,749.00
FY11 - $284,878.16
FY12 - $299,858.56

Master Payment Table for FY 2008 through FY 2012

Tasks	FY 2008 Oct. 1 - Sept. 30	FY 2009 Oct. 1 - Sept. 30	FY 2010 Oct. 1 - Sept. 30	FY 2011 Oct. 1 - Sept. 30	FY 2012 Oct. 1 - Sept. 30
Task 1. Adhere to Sampling Manual and Standard Operating Procedures	0	0	0	0	0
Task 2. Surface Water Quality Field Measurements and Documentation	0	0	0	0	0
Task 3. Everglades Program Samples and Documentation	$174,789.08 ($43,697.27/qtr)	$183,425.84 ($45,856.46/qtr)	$192,958.96 ($48,239.74/qtr)	$203,071.72 ($50,767.93/qtr)	$213,799.36 ($53,449.84/qrt)
Task 4. C111-D Detention Area Samples and Documentation	$62,413.72 ($15,603.43/qtr)	$65,756.64 ($16,439.16/qtr)	$69,302.84 ($17,325.71/qtr)	$73,064.60 ($18,266.15/qtr)	$77,055.12 ($19,263.78/qtr)
Task 5. Collect District Designated Emergency Samples (As necessary)	$1,000.00/event* ($2,000.00/qtr)	$1,030.00/event* ($2,060.00/qtr)	$1,060.90/event* ($2,121.80/qtr)	$1,092.73/event* ($2,185.46/qtr)	$1,125.51/event* ($2,251.02/qtr)
Total Payment Not To Exceed	**$245,202.80**	**$257,422.48**	**$270,749.00**	**$284,878.16**	**$299,858.56**

*Note: An event may be a visit to one or more sites in one day.

37