

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

Blue Sheet No. 20050104

1. REQUESTED MOTION:

ACTION REQUESTED: Execute Joint Funding Agreement #05E0FL208010 with the U.S. Geological Survey for Water Resource Investigations for the period of October 1, 2004 through September 30, 2005. The total project cost for the Cooperative Data Collection Program is \$142,260. The U.S. Geological Survey is providing \$62,140 and Lee County's cooperative share totals \$80,120. Approve budget amendment in the amount of \$30,000 for South Florida Water Management contribution to local share and amend Surface Water FY04/05 operating budget accordingly.

WHY ACTION IS NECESSARY: Board approval is required for all contracts, agreements, and budget amendments.

WHAT ACTION ACCOMPLISHES: Provides mechanism to continue cooperative work with U.S. Geological Survey and Lee County which provides critical data for hydrologic modeling and assessment of flood conditions.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: C-W 08 *C8C*

3. MEETING DATE:

02-08-2005

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

- (Specify)*
- STATUTE
 - ORDINANCE
 - ADMIN. CODE
 - OTHER Agreement

6. REQUESTOR OF INFORMATION:

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

7. BACKGROUND:

Lee County has entered into an agreement with the U.S. Geological Survey on a yearly basis for joint funding of a water resources investigation program. The program includes reading of continuous stage recorders and groundwater levels in several Lee County watersheds including Gator Slough, Imperial River, Estero River, Six Mile Cypress Creek, Spring Creek, Ten Mile Canal and Whiskey Creek. The data obtained from this program are necessary for the proper calibration of the computer models developed as part of the Lee County Surface Water Management Master Plan. An extra location at Briarcliff Ditch was added to the collection program. The South Florida Water Management District issued purchase order no. PC P302795 in the amount of \$30,000 to defray expenses related to the additional site. Copy of purchase order is attached.

Funds will be available in Account No. OC5379014600.503190 (Natural Resources – Surface Water Management – Other Professional Services) for Fiscal Year 2004/2005. SFWMD revenues will be deposited in OC5379014600.369900.9001, Other Miscellaneous Revenue.

Attachments: Two originals of U.S. Geological Survey Agreement 05E0FL208010.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>1/27/05</i>			G County Manager
					OA	OM	Risk	GC
<i>J. J. ... 1/26/05</i>	<i>Cond ... 1/26/05</i>	<i>N/A</i>	<i>N/A</i>	<i>[Signature] 1/27/05</i>	<i>RK ... 1/27/05</i>	<i>[Signature] 1/27/05</i>	<i>[Signature] 1/27/05</i>	<i>[Signature] 1/26/05</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *1/24/05*
Time: *11:30*
Forwarded To: *[Signature]*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
1/27/05
11:45 AM
COUNTY ADMIN
FORWARDED TO: *[Signature]*
1/27/05
4 PM

RESOLUTION

Amending the General Fund #00100 Budget to incorporate unanticipated receipts into estimated Revenues and Appropriations for Fiscal Year 2004-2005.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$30,000 of the additional revenue from the U.S. Geological Survey and an appropriation of a like amount for professional services;

WHEREAS, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$371,184,086
Additions		
OC5379014600.369900.9001	Other Miscellaneous Revenue	\$30,000
Amended Total Estimated Revenues		\$371,214,086

APPROPRIATIONS

Prior Total:		\$371,184,086
Additions		
OC5379014600.503190	Other Professional Services	\$30,000
Amended Total Appropriations		\$371,214,086

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2005.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer # FL022
Agreement # 05E0FL208010
Project # 5-2080-00100
TIN # 59-6000702
Fixed Cost Agreement Yes

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the 1st day of October, 2004, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LEE COUNTY, party of the second part.

- 1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **AN INVESTIGATION OF WATER RESOURCES** herein called the program.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.

(a) \$62,140.00 by the party of the first part during the period
October 01, 2004 to September 30, 2005


(b) \$80,120.00 by the party of the second part during the period
October 01, 2004 to September 30, 2005

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. Billing for this agreement will be rendered **QUARTERLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. GEOLOGICAL SURVEY
UNITED STATES
DEPARTMENT OF THE INTERIOR

LEE COUNTY

By:  Date: 11-30-04

By: _____ Date: _____

Title: Carl R. Goodwin, Director

By: _____ Date: _____

By: _____ Date: _____

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

Proposed FY 2005 Hydrologic Data Collection Program

Type	Activity	USGS ID	Site Name	Program cost	Comp	USGS	Cooperator
SW	DCP	02291710	BRIARCLIFF DITCH AT MOUTH NEAR ESTERO,FL	\$2,784.04	Annual	\$1,216	\$1,568
SW	FLO/SL-LEE/CON	02291710	BRIARCLIFF DITCH AT MOUTH NEAR ESTERO,FL	\$15,196.00	Annual	\$6,638	\$8,558
SW	DCP	264437081550100	GATOR SLOUGH AT US41 NEAR FT MYERS FL	\$2,784.04	Annual	\$1,216	\$1,568
SW	FLO-WL/CON	264437081550100	GATOR SLOUGH AT US41 NEAR FT MYERS FL	\$11,026.91	Annual	\$4,817	\$6,210
SW	DCP	02291500	IMPERIAL RIVER NEAR BONITA SPRINGS, FL	\$2,784.04	Annual	\$1,216	\$1,568
SW	FLO-WL/CON	02291500	IMPERIAL RIVER NEAR BONITA SPRINGS, FL	\$11,026.91	Annual	\$4,817	\$6,210
SW	DCP	02291580	NORTH BRANCH ESTERO RIVER AT ESTERO, FL	\$2,784.04	Annual	\$1,216	\$1,568
SW	FLO-WL/CON	02291580	NORTH BRANCH ESTERO RIVER AT ESTERO, FL	\$11,026.91	Annual	\$4,817	\$6,210
SW	DCP	02291669	SIXMILE CYPRESS CREEK NORTH FORT MYERS, FL	\$2,784.04	Annual	\$1,216	\$1,568
SW	FLO-WL/CON	02291669	SIXMILE CYPRESS CREEK NORTH FORT MYERS, FL	\$11,026.91	Annual	\$4,817	\$6,210
SW	DCP	02291597	SOUTH BRANCH ESTERO RIVER AT ESTERO, FL	\$2,784.04	Annual	\$1,216	\$1,568
SW	FLO-WL/CON	02291597	SOUTH BRANCH ESTERO RIVER AT ESTERO, FL	\$11,026.91	Annual	\$4,817	\$6,210
SW	DCP	02291524	SPRING CREEK HEADWATER NEAR BONITA	\$2,784.04	Annual	\$1,216	\$1,568
SW	FLO-WL/CON	02291524	SPRING CREEK HEADWATER NEAR BONITA	\$11,026.91	Annual	\$4,817	\$6,210
SW	DCP	02291673	TENMILE CANAL AT CONTROL NEAR ESTERO,	\$2,784.04	Annual	\$1,216	\$1,568
SW	FLO/SL-LEE/CON	02291673	TENMILE CANAL AT CONTROL NEAR ESTERO,	\$13,792.00	Annual	\$6,024	\$7,768
SW	FLO-WL/CON	02291673	TENMILE CANAL AT CONTROL NEAR ESTERO,	\$11,026.91	Annual	\$4,817	\$6,210
SW	DCP	02293230	WHISKEY CREEK AT FT. MYERS, FL	\$2,784.04	Annual	\$1,216	\$1,568
SW	FLO-WL/CON	02293230	WHISKEY CREEK AT FT. MYERS, FL	\$11,026.91	Annual	\$4,817	\$6,210



South Florida Water Management District

P.O. Box 24680
West Palm Beach, FL 33416-4680
Telephone (561) 686-8800, Ext. 6390
Florida WATS Line 1-800-432-2045

PURCHASE ORDER

FLORIDA SALES TAX EXEMPTION #60-22-113498-52C

FEDERAL TAX EXEMPT #59-74-0072K

Form #0595
Rev. 3/98

THIS IS A CENTRALIZED PURCHASE AUTHORIZATION.
ALL ITEMS ARE SHIPPED F.O.B DESTINATION
UNLESS FREIGHT CHARGES ARE ITEMIZED BELOW

Table with purchase order details including: THIS NUMBER MUST APPEAR ON ALL PACKAGES, PAYMENT TERMS (NET 30), PAGE NO. 01, DATE OF ORDER 08 21 03, EST. DELIVERY DATE 10 15 03, F.O.B. DESTINATION, CONFIRMING: NO, ORGANIZATION NO. 1520.

Table with 2 columns: VENDOR NO. (890), PURCHASING AGENT (PATRICK RYAN).

VENDOR

LEE CNTY
PO BOX 398
FT MYERS FL 33902-0398

SHIP TO

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
MS: 1520 PROCUREMENT DEPARTMENT
ATTN: CONTRACTS
3301 GUN CLUB ROAD
P O BOX 24680
WEST PALM BEACH, FL 33406

LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT

Main purchase order table with columns: Line, Quantity, Unit, Part Number and Description, Unit Price, Total Amount. Line 001: 1.000 EACH, COST SHARE FOR BRIARCLIFF DITCH MONITORING SITE, 30,000.000000, 30,000.00.

CONFIRMATION
DO NOT DUPLICATE

- NOTE: Prices displayed govern this purchase order transaction.
Price discrepancies must be resolved prior to shipping.
Early payment discount invoices receive priority handling.
Purchase Order number must appear on all invoices.

Summary table with 2 columns: Page Total, Grand Total. Values: 30,000.00, 30,000.00.

SEND ALL INVOICES TO:
South Florida Water Management District
P.O. Box 24680
West Palm Beach, FL 33416-4680

Patrick M. Ryan
Authorized Agent

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
An Equal Opportunity Employer M/F/H/V

VENDOR Copy

PURCHASE ORDER TERMS AND CONDITIONS

This PURCHASE ORDER constitutes a binding contract between the South Florida Water Management District (hereinafter the "DISTRICT") and the "CONTRACTOR/VENDOR" as is named on the reverse side of the PURCHASE ORDER, when accepted by the CONTRACTOR/VENDOR, either by express acknowledgment, by commencement of shipment without reservations, or by commencement of performance of services.

GENERAL CONDITIONS

ASSIGNMENT/DELEGATION: No right, obligation or interest in this PURCHASE ORDER shall be assigned or delegated by the CONTRACTOR/VENDOR without the prior written consent of the DISTRICT. Any such unauthorized assignment or delegation by CONTRACTOR/VENDOR shall be void and may render this PURCHASE ORDER void, at the sole option of DISTRICT, without prejudice to DISTRICT'S other rights and remedies.

FORCE MAJEURE: Neither party shall be held responsible for losses resulting, if the fulfillment of any terms or provisions of this PURCHASE ORDER is delayed or prevented by unforeseeable causes including but not restricted to acts of God, restraint of Government, or for any other cause which is unavoidable through the exercise of due care, and beyond the control of the party who is to perform.

APPLICABLE LAW AND VENUE: This PURCHASE ORDER and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671 - 679, F.S. for any terms and conditions not specifically stated in this PURCHASE ORDER. Venue for any court action regarding this PURCHASE ORDER will lie with either the U.S. District Court of the Southern District of Florida, the 4th District Court of Appeals, or the Circuit Court of the Fifteenth Judicial Circuit, in West Palm Beach, Florida.

INDEMNIFICATION: For value received, the CONTRACTOR/VENDOR shall defend, indemnify, save, and hold the DISTRICT, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, liabilities, expenses, costs, and attorney's fees related to such claims resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the CONTRACTOR/VENDOR, its subcontractors, agents, assigns, invitees, or employees in connection with this PURCHASE ORDER. CONTRACTOR/VENDOR also agrees to save and hold harmless the DISTRICT, its employees and agents for infringement of any United States patent, trademark, or copyright for or on account of the use of any product sold to the DISTRICT or used in the performance of this PURCHASE ORDER.

INSURANCE: The CONTRACTOR shall procure and maintain, through the term of this PURCHASE ORDER, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the DISTRICT'S Certificate of Insurance, attached and made a part of this PURCHASE ORDER. The coverage required shall extend to all employees and subcontractors of the CONTRACTOR. The attached DISTRICT Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate shall be signed by the insurance carrier's authorized representative.

MODIFICATIONS: This PURCHASE ORDER may be modified or amended only in writing, signed by the parties' duly authorized agents.

INTERPRETATION — PAROL EVIDENCE; INTEGRATION: This PURCHASE ORDER states the entire and final understanding between the parties and no course or prior dealing, usage of the trade, or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used. The Florida Uniform Commercial Code (Chapters 671-679, F.S.) shall control definitions. The acceptance or acquiescence of any course of performance rendered under this PURCHASE ORDER shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein.

TERMINATION FOR DEFAULT: If either party fails to fulfill its obligations under this PURCHASE ORDER in a timely and proper manner, the other party shall have the right to terminate this PURCHASE ORDER by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this PURCHASE ORDER shall terminate at the expiration of the ten (10) day time period.

PUBLIC ACCESS: The CONTRACTOR/VENDOR shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR/VENDOR assert any exemptions to the requirements of Chapter 119, F.S., and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR/VENDOR.

PUBLIC ENITY CRIMES AFFIDAVIT: If the purchase on the reverse side of this PURCHASE ORDER exceeds \$10,000, the CONTRACTOR/VENDOR, by its execution of this PURCHASE ORDER, acknowledges that it has executed an affidavit (FORM PUR 706A) pursuant to Section 287.13(3)(a), F.S., attached hereto and made a part of this PURCHASE ORDER, either previously or concurrently hereto, affirming that the CONTRACTOR/VENDOR is not identified as being barred from entering into this PURCHASE ORDER with the DISTRICT, and that the CONTRACTOR/VENDOR understands that it remains bound by said statute and affidavit, as therein specified. The CONTRACTOR/VENDOR further understands and acknowledges by its execution of this PURCHASE ORDER, that this PURCHASE ORDER shall be null and void, and/or that this PURCHASE ORDER is subject to immediate termination by the DISTRICT, for any misstatement or lack of compliance with the mandates of said statute. The DISTRICT, in the event of such termination, shall not bear any liability to the CONTRACTOR/VENDOR for any work or materials furnished.

RECORDS/AUDIT: The CONTRACTOR/VENDOR shall maintain books, records and documents pertinent to performance under this PURCHASE ORDER in accordance with generally accepted accounting principles occasionally applied. The DISTRICT shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, claims or settlements of claims arising from performance under this PURCHASE ORDER shall be made available until a final disposition has been made of such litigation, appeals or claims.

TAX EXEMPT: The DISTRICT is exempt from federal and state taxes for tangible personal

property. The CONTRACTOR/VENDOR shall not be exempted from paying any applicable taxes in the appropriate governmental agencies or for payment by the CONTRACTOR/VENDOR to suppliers for taxes on materials used to fulfill its contractual obligations with the DISTRICT. The CONTRACTOR/VENDOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this PURCHASE ORDER.

INVOICES AND PAYMENTS: The CONTRACTOR/VENDOR shall submit a separate invoice on each purchase order or purchase release after each delivery, and each such invoice shall reference the DISTRICT'S Purchase Order Number. Invoices for other than lump sum payments shall include an itemization of the date, amount of time expended, a description of the provided and, if applicable, transportation charges, the bill of lading and the freight waybill. Failure by the CONTRACTOR/VENDOR to follow these instructions shall result in an unavoidable delay of payment by the DISTRICT. The DISTRICT shall pay the full amount of the invoice within Thirty (30) days of receipt and acceptance, provided the CONTRACTOR/VENDOR has performed the work according to the terms and conditions of this PURCHASE ORDER. All invoices shall be mailed to ACCOUNTS PAYABLE, South Florida Water Management District, P.O. Box 24682, West Palm Beach, FL 33416-4680.

COMPLIANCE: The CONTRACTOR/VENDOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR/VENDOR, upon request, as to any such law of which it has present knowledge.

NONDISCRIMINATION: The CONTRACTOR/VENDOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this PURCHASE ORDER. The CONTRACTOR/VENDOR shall take all measures necessary to effectuate these assurances.

ADDITIONAL CONDITIONS GOVERNING SERVICES

STATEMENT OF SERVICE: The CONTRACTOR shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Services", attached to this PURCHASE ORDER, and incorporated herein.

OWNERSHIP: All documents and data, including but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONTRACTOR in connection with this PURCHASE ORDER, shall become the exclusive property of the DISTRICT and is of great value to the DISTRICT.

PERMITS: The CONTRACTOR shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this PURCHASE ORDER.

ADDITIONAL CONDITIONS GOVERNING COMMODITIES

DISTRICT'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING: All materials, drawings or other items provided by DISTRICT to the VENDOR remain the property of DISTRICT and will be returned to DISTRICT upon demand. All containers, mats or pallets shipped with goods by the VENDOR are to remain the property of DISTRICT unless otherwise agreed in writing.

SHIPMENT UNDER RESERVATION PROHIBITED: VENDOR is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

DELIVERY TERMS & TRANSPORTATION CHARGES: Delivery is "F.O.B. destination" unless delivery terms are specified otherwise in the PURCHASE ORDER. If DISTRICT agrees in writing to reimburse VENDOR for transportation costs, DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the VENDOR until the goods are received and accepted by DISTRICT. Rejected materials will be returned to the CONTRACTOR/VENDOR at the CONTRACTOR/VENDOR'S risk and expense.

NOTIFICATION OF TOXIC SUBSTANCE: Pursuant to the federal standard as contained in OSHA 29 CFR 1910.1200 and Chapter 442, Florida Statutes, as may be amended, the VENDOR upon acceptance of this PURCHASE ORDER shall advise the DISTRICT if any goods ordered is a toxic substance and, in such case, VENDOR shall mail or otherwise deliver to DISTRICT'S "DIRECTOR OF RISK MANAGEMENT", 3301 Gun Club Road, West Palm Beach, FL 33406, a Material Safety Data Sheet (MSDS) at least ten (10) days prior to shipment of DISTRICT'S order.

VENDOR TO PACKAGE GOODS: VENDOR will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) VENDOR'S name and address; (b) consignee's name, address and Purchase Order or Purchase Release number; (c) container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. VENDOR shall bear cost of packaging unless otherwise specified in the Purchase Order.

PRICES QUOTED: The VENDOR'S price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the VENDOR, as evidenced by a change order to the PURCHASE ORDER.

DISTRICT'S RIGHT TO CANCEL: DISTRICT reserves the right to cancel all or part of this Purchase Order, without obligation, if acceptance is not expressed by DISTRICT either through written order or by delivery of items ordered, within the specified time(s) and date(s).

VENDOR NOT TO LIMIT WARRANTY: VENDOR shall not limit or exclude any express or implied warranties and any attempt to do so shall render this PURCHASE ORDER void, at the option of the DISTRICT. VENDOR warrants that the goods furnished will conform to the specific outlines, drawings, and descriptions listed in the offering document, or to samples furnished. In the event of any conflict between the specifications, drawings, description or sample, the specifications shall govern.

ATTACHMENT "A"

STATEMENT OF WORK

Ten Mile Canal and Briar Cliff Ditch Monitoring

1. Introduction

Prior to 2003, the flow relationship funded by Lee County and the USGS at the Ten Mile Canal weir was "stage versus discharge" using the shifting-control method for discharge computation on the broad crested weir. This method required routine flow measurements to be made on top of the Tamiami weir and/or in the channel upstream of the weir during closed gate conditions only. These measurements required for accurate lower to mid flow computations due to extreme stage sensitivity and resultant base rating shift from periodic and seasonal algal, periphyton, and weed/debris build-up on the horizontal concrete broad crested weir control surface.

While this method had some advantages, it could not be used to obtain a stage reliable discharge relationship to provide flow computations during open gate periods due to the variable backwater condition caused by the downstream tidal influence. Open gate periods, although short in seasonal time duration, may represent as much as 50% of the annual flow volumes, and most likely also represent the largest nutrient quantity transfer periods. Through a collaborative effort with the District, the Ten Mile Canal Location was instrumented with a side looking Doppler for better estimating discharge.

2. Scope of Work

Under this project, the station installed in 2003 will be maintained and operated by the USGS. In addition, a new station on Briarcliff Ditch will be instrumented to allow proper estimation of all discharge from the entire Six Mile Cypress watershed.

The methodology being implemented, a twin velocity indexing approach, was considered the best and most effective way of obtaining high quality data at this location. This approach is described below.

Step 1: Install a single side-looking insitu Doppler velocity indexing system on the site of the existing upstream stage dock location to monitor the main channel flow of Ten Mile Canal. This was completed in 2003.

Step 2: Install a second velocity meter index on the Briarcliff ditch to encompass flow not measured by the main channel system.

Following recalibration, the data from these two locations (main channel and ditch flow components) will be combined to determine the daily value of fresh water flow over/through the Tamiami weir. Based on the historical hydro-period, the stage-discharge relationship currently in computational use will also need to be maintained to accurately

quantify the low flow periods encountered during the majority of the calendar year prior to subsequent evaluation of the upstream twin velocity methods.

We propose a possible third computational "switching" step which may occur based on monitored conditions, calibration success, and transition evaluation between most accurate stage-discharge and velocity indexing relationships to provide for the smallest daily flow error possible within the annual station budget. A consideration will be made to publish the Briarcliff ditch flow separately. A separate evaluation by USGS staff will occur after one complete year of concurrent data sets for the relationships. The primary purpose of this evaluation will be to determine if the combination of discharges from both velocity indexes will provide sufficient accuracy to discontinue the existing stage/discharge relationship.

COST

The Cost of the project is presented below.

Item	SFWMD	Lee County	Total Cost
Equipment and services from Hydrogage		\$7,885	\$7,885
Equipment and services from USGS	\$30,000	\$770	\$30,770
Total	\$30,000	\$8,655	\$38,655