

**COST SHARE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND NASSAU COUNTY
FOR NASSAU COUNTY STORMWATER MASTER PLAN DEVELOPMENT**

THIS COST SHARE AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and the NASSAU COUNTY (“County”), whose address is 96161 Nassau Place, Yulee, Florida 32097.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in chapter 373, Fla. Stat., whose geographical boundaries encompass 18 counties; and

WHEREAS, the District has determined that its needs will be best served by entering into a Cost Share Agreement for services that can be provided by the County (hereafter “the Work”).

NOW THEREFORE, in consideration of the payments herein specified, and which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Nassau County Stormwater Master Plan Development, Contract #24861. County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; Exhibit “A” - Statement of Work; and all attachments hereto.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same.
 2. **Completion Date.** The Completion Date of this Agreement shall be no later than September 30, 2008, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.
- B. **Schedule of Work.** County shall commence the Work:
- Within fifteen (15) days after the Effective Date; or
 - Upon the issuance of a Notice to Proceed by the District; or
 - Within fourteen (14) days of issuance of a Work Order by the District; or
 - On _____ (insert specific date).

This date shall be known as the “Commencement Date.” County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance

with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and the County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

- C. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

- A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, the County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.
- B. **Progress Reports.** When requested, the County shall submit quarterly progress reports to the District's Project Manager in a form approved by the project manager. The progress report shall provide an updated progress schedule with each payment request, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.
- C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when the County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by the County. The original documents or materials, excluding proprietary materials, as outlined in the Statement of Work, shall be provided to the District upon the expiration or termination of this Agreement, or upon request. The County shall include language in all subcontracts that so provides.
- D. **County Computer Codes.** If the existing computer codes required for the development of a model selected by the County and necessary for use in completing the Work are deemed proprietary by the County, then the County grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes. Documentation of the County's proprietary rights shall be provided to the District upon request. County's computer codes may be public

records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the District shall notify the County in writing of the request in order to give the County the right to protect its proprietary interest.

- E. **District Computer Codes.** The County shall not be entitled to claim any proprietary right to computer codes that are developed by the County in fulfilling the requirements of the Work, which shall be considered “work for hire” under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law. The District grants the County a non-exclusive, non-transferable license to use any such proprietary computer codes developed as part of the Work for research or educational purposes. The District’s computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the County shall notify the District in writing of the request in order to give the District the right to protect its proprietary interest.

ARTICLE III - COMPENSATION

- A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay the County a sum in the amount not to exceed \$50,000 (the “Total Compensation”).
- B. **In-Kind Services.** Through this Cost Share Agreement, the County agrees to provide \$9,500 in the form of matching funds and in-kind services for this project. In the event project costs exceed this amount, County shall be responsible for providing any additional funding required to complete the project.
- C. **Invoicing Procedure.** The invoice shall be submitted either by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177 or by email to acctpay@sjrwmd.com. **County shall transmit the invoice using only one of the above two methods, but not both.** County shall submit the itemized invoice based upon completion of the Work performed and shall bill as per the Budget included in Exhibit A; Statement of Work, attached hereto and by reference made a part hereof.
- D. All payment requests submitted by the County shall include the following information:
1. Contract number, 24861
 2. County’s name and address (include remit address if necessary)
 3. Name of District’s Project Manager
 4. Name of the County’s Project Manager
 5. Cost data (utilize the appropriate method for payment request per the contract)
 - (a) Supporting documentation and copies of invoices if cost reimbursable;
 - (b) Project completion documentation;
 6. Progress Report (as per contract requirements)
 7. Diversity Report (The report shall include company names for all Women and Minority Business Enterprises (W/MBEs) and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of

receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

- E. **Payments.** The District shall pay County one hundred percent (100%) of the approved invoice.
- F. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of the County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- G. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.
- H. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay the County all travel expenses pursuant to the District's Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.
- I. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to the County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

This Agreement is contingent upon funding in succeeding years, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the District's Governing Board in its sole discretion and judgment for each succeeding year; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Should the Work provided for hereunder not be approved, in whole or in part, for funding in succeeding years, the District shall so notify County, and this Agreement shall be deemed terminated for convenience in accordance with GC - TERMINATION FOR

CONVENIENCE five (5) days after receipt of such notice, or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

- A. **Project Managers.** The Project Managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as Project Manager:

DISTRICT

David Watt, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4355
E-mail: dwatt@sjrwmd.com

County

Douglas Seaman, Project Manager
Nassau County
96161 Nassau Place, Yulee, Florida 32097
Yulee, Florida 32097
(904) 401-3609
E-mail: dseaman@nassaucountyfl.com

- B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Work. The District's Project Manager shall have the authority to approve minor deviations in the Work that do not affect the Total Compensation or the Completion Date. The District's Project Manager and, as appropriate, other District employees, shall meet with the County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party. The District reserves the right to request the County to replace its project manager if said manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.
- D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill and attention.
- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - TERMINATIONS

Termination. Either party may terminate this Agreement at any time by giving the other party 30 days written notice prior to the date of termination. Upon termination by the District, the District shall reimburse City for all allowable costs incurred prior to the date of termination.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. **Assignment and Subcontracts.** County shall not assign this Agreement, or any monies due hereunder, without the prior written consent of the District. County shall be responsible for the fulfillment of all work elements included in any subcontracts and shall be responsible for the payment of all monies due under any subcontract. County shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. County shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law.
- B. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- C. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of the County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.
- D. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- E. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.
- F. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- G. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.
- H. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.

- I. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.

- J. **Independent Contractor.** County is an independent contractor. Neither the County nor the County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (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; (4) payment of all federal, state and local taxes income or employment taxes, and, if the County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of the County's duties hereunder or alter the County's status as an independent contractor.

- K. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

- L. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.

- M. **Release of Information.** Records of the County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event the County receives a request for any such records, the County shall notify the District's Project Manager within three (3) workdays of receipt of such request and prior to the release of any information. Nor shall the County publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and the District's written consent. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

- N. **Royalties and Patents.** Unless expressly provided otherwise herein, the County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If the County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such

information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.

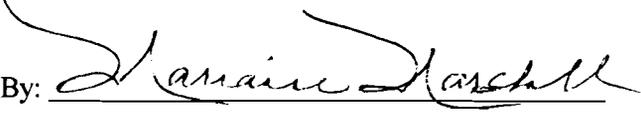
- O. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- P. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Duval County, Florida.
- Q. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and the County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

NASSAU COUNTY

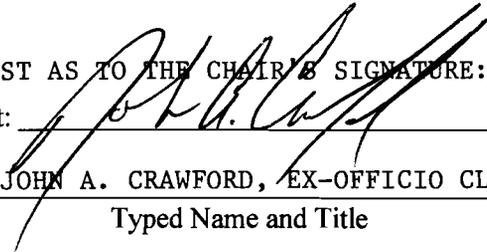
By: 
Kirby B. Green, Executive Director, or Designee

By: 
MARIANNE MARSHALL, CHAIR

Date: 3-12-08

Typed Name and Title
Date: 4-9-08

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

ATTEST AS TO THE CHAIR'S SIGNATURE:
-Attest: 
JOHN A. CRAWFORD, EX-OFFICIO CLERK
Typed Name and Title


for Stanley J. Niego, Sr. Assistant General Counsel

Documents attached:

Exhibit A — Statement of Work

REVIEWED BY CLERK
CHIEF DEPUTY COMPLIANCE / ACCOUNTABILITY

APPROVED AS TO FORM BY THE NASSAU
COUNTY ATTORNEY

 DATE 4/10/08

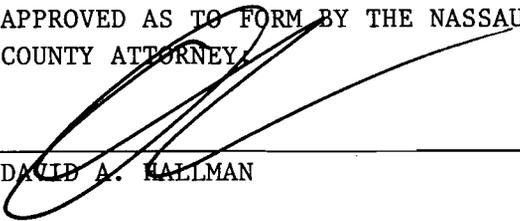

DAVID A. HALLMAN

EXHIBIT "A" – STATEMENT OF WORK**NASSAU COUNTY–STORMWATER MASTER PLAN PROJECT: PART I****I. INTRODUCTION AND BACKGROUND:**

Most of Nassau County (County) contributes to the St. Marys River and Nassau River basins. These areas are associated with numerous floodplain wetlands within conservation lands. Many areas are not protected and are undergoing a conversion from forested lands to developed areas, especially around the urban centers of Fernandina Beach, Amelia Island, Hilliard, Callahan, and Yulee. Along with proposals to acquire land to serve as buffers and easements, St. Johns River Water Management District (District) has been asked by local organizations (Nassau County and the St. Marys River Management Committee) to help support stormwater master planning including flood hazard protection and the maintenance of water quality.

II. OBJECTIVES:

The requested funding shall be used to initiate the preparation of a stormwater master plan for the County. The County and the District have been cooperating to improve water quality and water resources associated with other stormwater projects. Providing funding for this project shall continue the joint efforts and shall lead to improved water quality, drainage, and the ability to make sound decisions regarding further development within the County.

This study shall be undertaken in three (3) parts:

- Part I - Existing stormwater management system evaluation including inventory update, which is included in this Contract.
- Part II - Coordination with Nassau County contractor to perform engineering analysis of the existing stormwater system and identification of problem areas (will be under a separate contract).
- Part III - Engineering analysis to develop management alternatives and/or regional solutions (will be under a separate contract).

III. SCOPE:

Part I of the Nassau County stormwater master plan (SWMP) shall evaluate the existing stormwater management system for Nassau County's portion of the St. Marys River and Nassau River watersheds. This part of the SWMP shall update the open and closed system inventory, including existing stormwater management structures, review existing available engineering plans and studies, and map inventory features. The results of these efforts include the updating of stormwater flow patterns in the watershed, the determination of data gaps between existing data and data needed for modeling, and the preparation of a new scope of services to collect the additional needed data.

IV. TASK IDENTIFICATION: Part I

Task I Data Collection and Evaluation - The County shall collect and evaluate the following:

- a. All existing reports, as-built drawings and survey data in the study area.
- b. Hydrologic meteorological records.
- c. Existing and proposed drainage systems.
- d. Most recent existing aerial photography (with and without contours) from the District.
- e. Documentation of past flooding complaints.
- f. Documented finished floor elevations.

- g. Present and projected land use within the study area including all Development of Regional Impacts (DRIs), Planned Unit Developments (PUDs), Environmental Impact Statements (EISs), major subdivision plats, and other large developments which has been approved by or approvals filed with the District.
- h. Existing water quality data for lakes and major rivers.
- i. Existing waterbodies and wetlands relative to water quality, quantity within the watersheds and mitigation potential.
- j. Rules, regulations, ordinances, and laws (local, state, federal) pertinent to the study area.
- k. Archeological resources.
- l. National Wetlands Inventory Maps (NWI).
- m. Florida Land Use Cover and Classification System Maps (FLUCCS).
- n. Proposed wetland mitigation areas already approved by regulatory agencies, as of the effective date of the contract.

The District shall provide all data previously gathered or developed for the study area including items a-n, above as available.

The County shall contact the Florida Department of Transportation, Florida Department of Environmental Regulation, United States Environmental Protection Agency (USEPA), Federal Emergency Management Agency (FEMA) and other state and federal agencies for additional water resources data.

The County shall be responsible for supplying in both digital and hardcopy formats (as available), any data developed or compiled for the master plan area (i.e., as-built drawings, Geographic Information System (GIS) data, aerial photography, etc.) as described above. The District shall provide the County any data it has compiled for the master plan area. The County shall populate a FEMA compliant data model with data collected and produce a Data Collection and Evaluation Report Section that shall summarize available data and data needs within the study area.

Task 2 System Inventory and Mapping

Base Maps - The County shall develop working hardcopy base maps of the study area using a map scale mutually agreed to by the District. The base maps shall be developed from the existing GIS coverage features provided by the District. The base map features may include parcel data, municipal boundaries, major roads (and names), aerial photography, and existing water and wetland coverage. The County shall use ArcGIS to develop the project base maps. For report figures, maps shall be plotted at a scale that shall fit either on an 8½-inch by 11-inch sheet of paper or an 11-inch by 17-inch sheet of paper. Supplement base maps may also be printed out on a 24-inch by 36-inch drawing at a scale of approximately 1-inch equals 1,500 feet with match lines as needed. All mapping shall be done using a coordinate system mutually agreed upon between the County and the District.

Local Problem Identification -The County shall develop a report of known flooding and water quality problems. This report shall include personal accounts with dated information, pictures and/or videos with location, governmental reports and newspaper clippings to document existing and potential problem areas. County shall present their report at a meeting and provide 2 color copies to the District. Problems shall focus on serious flooding problems (flooding of homes/buildings or road flooding greater than 1-foot deep). Problem areas identified during each meeting shall be added to the project base map by the County and included in the Data Collection and Evaluation Report Section.

System Inventory -The County shall develop a structure inventory map for the study area based upon published data collected under Part I, Task 1. Known structures shall be hand drawn on the project base map by the County unless already in digital format and in a compatible coordinate system with the project

base map. For each structure inventoried, the County shall record the documented geometric information (diameter, length, invert elevations, material, and top-of-road elevation) as available.

Stormwater Model Schematic – The County shall utilize data collected in Task 1 and the system inventory, to develop a preliminary stormwater model schematic for the study area including drainage sub-basins and connectivity using GIS analysis and engineering judgment. The model schematic shall be used as a guide for the system inventory reconnaissance defined in the subsequent subtask. The model schematic shall be added to the project base map.

Local Field Reconnaissance - Based on the updated inventory, County shall complete a field reconnaissance of the primary stormwater management system and identify observed structural changes or differences from the data inventoried above. New or modified structures shall be marked on copies of the County's existing aerials and added to the survey plan for the basin. The County shall also document immediate maintenance needs related to scour, physical deficiencies, and other environmental problems. The County shall take Non-differential Global Positioning System (GPS) coordinates and digital photographs of structures field inspected by the County. The County's field crews shall carry a one page information notice signed by the County and the District describing the goals of the SWMP. This includes up to five (5) 8-hour field visits by a one-person field crew.

Survey Plan - Based upon the results of previous steps, the County shall prepare a recommended survey plan for stormwater structures, open channel cross sections, and finished floor elevations that shall be included in the Part II - Engineering Analysis. The plan shall identify the locations of the structures, channel cross-sections, and finished floor elevations to be surveyed, definition of information to be measured, and a listing of available benchmarks. The County shall establish a project survey budget based upon the previous tasks. If additional survey is needed beyond what can be accomplished for the available budget, the County shall provide the District with a scope of services and budget to complete the additional survey work for review and approval.

Structure Mapping – The County shall digitize stormwater structures inventoried under Task 2 using ArcGIS. Structures shall be digitized by the County from the working base maps using GPS coordinates (approximate locations). For each structure inventoried, the County shall add the basic structure geometry (dimensions, invert elevations, material) as a database with the meta data attributes.

Task 3 Wetland Inventory

Preliminary Wetland Screening - The County shall update existing wetland map data by superimposing the hydric soils coverage, parcel coverage, and FLUCCS based wetlands coverage over the most recent aerial photographs of the study area. Using these data, the wetland boundaries for the basin shall be revised. Each wetland shall be identified by wetland type on the project base map using the FLUCCS.

Wetland Functional Assessment - Once the wetlands have been identified, the County shall conceptually assess the functional rating for each wetland. The functional rating is based by the size, amount of disturbance, connectedness, and location in the landscape. The potential use of wetlands for restoration, rehydration, and/or stormwater flood storage and attenuation shall be assessed and presented as part of the functional assessment. This Subtask includes two (2) 8-hour field visits by a two-person field crew.

Task 4 Water Quality

Water Quality Data Review - The County shall review published water quality data available for the basin as provided by the District and or collected by the County and provide a written summary of the review as a report section. The County shall add to the base map the general locations of where water quality sampling was performed as can be determined from the published data.

Task 5 Data Collection

The County shall review all water resource quantity and quality data collection networks and provide an assessment of the adequacy of each with recommendations for additional measuring/collection points.

Task 6 Report Development

Report - County shall prepare and submit two (2) copies of the Draft Inventory and Problem Definition Report for review and approval by the District. District will return comments on the draft report within two weeks of receipt. Upon final approval, the County shall submit two (2) copies of the Final Inventory and Problem Definition Report, one (1) unbound original copy, and digital document files (Microsoft OFFICE PRO format) on a compact disk (CD).

Task 7 Meetings and Coordination

Meetings and Coordination - The County shall attend one (1) project kickoff meeting and one (1) quarterly meeting with the District to discuss the status and/or problems encountered during this work authorization. These meetings are in addition to the problem identification meetings. The County shall provide summary meeting minutes for the District review.

V. TIME FRAMES, DELIVERABLES, AND BUDGET:

Tasks	FY07-08		
	County cost-share	District cost-share	Time frame
Part I			
Task 1	\$ 1,400.00	\$ 5,636.00	May-08
Task 2	\$ 3,900.00	\$ 26,720.00	June-08
Task 3	\$ 240.00	\$ 1,955.00	July-08
Task 4	\$ 380.00	\$ 2,468.00	July-08
Task 5	\$ 1,200.00	\$ 1,726.00	July-08
Task 6	\$ 280.00	\$ 5,680.00	August-08
Task 7	\$ 2,100.00	\$ 5,815.00	September-08
Part I TOTAL	\$ 9,500.00	\$ 50,000.00	

DELIVERABLES

1. County shall provide District, in digital format, one (1) copy, of a FEMA compliant data model composed of geospatial data, meteorological time series data and water quality time series data of the study area with information collected in Task 1.
2. County shall provide District with two (2) project map sets based upon the results of Tasks 1-6.
3. County shall submit two (2) copies of the Final Inventory and Problem Definition Report, one (1) unbound original copy, and digital document files (Microsoft OFFICE PRO format) on a compact disk (CD).

BUDGET

District shall provide \$50,000 that shall cover a portion of the costs for this project shown in the table above.

County shall be responsible for \$9,500 provided through in-kind or other services and any costs above and beyond the total project cost of \$50,000.

County shall submit one (1) invoice on completion of all the identified tasks. The invoice shall be accompanied by paid invoices to subcontractors and include a certificate of completion of the project.