

POLK COUNTY WATER ATLAS SCOPE OF SERVICES AGREEMENT

Scope of Work for Fiscal Year 2025
1-October 2024 thru 30-September 2025

GENERAL

This document will define the scope of services to be provided by the University of South Florida's Water Atlas Program (UNIVERSITY) to Polk County, a political subdivision of the state of Florida (COUNTY) as defined by the COUNTY Purchase Order No. _____.

OBJECTIVE

The primary focus of this project is to maintain and enhance the Polk County Water Atlas, conduct lake and stream ecological assessments, and provide a trend analysis of water quality data for use with the NPDES annual report. The deliverables include maintenance of a fully functional web site for COUNTY staff and citizens to use for a period of one year, from October 1, 2024 through September 30, 2025 (Task 1); update water quality trends webpage (Task 2); Update TMDL Story Map to reflect current assessment status of impaired water bodies (Task 3); ecological assessments for 20 lakes and 5 streams (Task 4); a trend analysis of water quality data (Task 5).

TASK 1: WATER ATLAS BASIC LEVEL OF SERVICES

DATA UPDATES

Wherever possible, the Water Atlas application is designed to update water quality, hydrology, and other data using automated database tools. So long as each data provider continues to support the automated data update protocols developed for the Water Atlas, the UNIVERSITY will ensure that these tools continue to provide updated data for the duration of this contract. The UNIVERSITY will work with data providers to periodically update/edit sample site locations of existing data providers to allow new data to be accessible via the web interface.

The Florida Dept. of Environmental Protection's Watershed Information Network (WIN) database is the preferred data source for parametric data. The UNIVERSITY will acquire data from WIN and update the Water Atlas database with those data at least quarterly. For other providers, data update frequency will be scheduled to match as closely as possible the update frequency of the data provider based on historic data. WIN is the successor to the STORET database. There will be no more uploads to STORET and it is now a legacy dataset. It is important to note that these data updates are scheduled to provide the most timely updates but at a reduced cost to the project. Tables 1 and 2 list the primary data providers currently included as part of the Basic Level of Services Water Atlas project.

Not listed in Tables 1 and 2 are those "legacy" data providers who have provided information to the Water Atlas in the past, but which are not currently active. Those data will be retained in the Water Atlas for historical interest and use in trend analysis, but will not be updated during the period of this agreement.

Table 1. Polk County Water Atlas WIN Data Updates

DATASOURCE CODE	DATASET NAME	UPDATE FREQUENCY
WIN_21FLA	FDEP Water Quality Database	Quarterly
WIN_21FLCEN	FDEP Central Regional Operations Center	Quarterly
WIN_21FLFTM	FDEP South Regional Operations Center	Quarterly
WIN_21FLGW	FDEP Watershed Monitoring Section	Quarterly
WIN_21FLKWAT	Florida LAKEWATCH	Quarterly
WIN_21FLPOLK	Polk County Parks & Natural Resources Division	Quarterly
WIN_21FLSFWM	South Florida Water Management District	Quarterly
WIN_21FLSWFD	Southwest Florida Water Management District	Quarterly
WIN_21FLTPA	FDEP Southwest Regional Operations Center	Quarterly
WIN_21FLWQA	FDEP Watershed Assessment Section	Quarterly
WIN_21FLWQSP	FDEP, Water Quality Standards Program	Quarterly
WIN_FLPRMRWS	Peace River Manasota Regional Water Supply Authority (FL)	Quarterly
WIN_LAKELAND	City of Lakeland	Quarterly

Table 2. Polk County Water Atlas Non-WIN Parametric Data Updates

DATASOURCE CODE	DATASET NAME	UPDATE FREQUENCY
IFAS_FAWN	Florida Automated Weather Network	Near Real-Time
NOAA_NWS	NOAA National Weather Service	Daily
SFWMD_HYDRO	South Florida Water Management District Hydrology Data	Semi-Annually
SWFWMD_HYDRO	Southwest Florida Water Management District Hydrology Data	Daily
USGS_NWIS	USGS National Water Information System	Daily

GIS data is also imported into the Water Atlas and analyzed via geoprocesses to populate specific components within waterbody and watershed pages. Other GIS datasets are collected and presented exclusively within the Advanced Mapping Tool. Table 3 indicates the GIS datasets that will be updated and maintained as part of the Basic Level of Services Water Atlas project, assuming they are made available by the original data custodians.

Table 3. Polk County Water Atlas GIS Data Updates

DATASET NAME	UPDATE FREQUENCY
FDEP WBID Boundaries and Impaired Waters	Annually
Florida Natural Areas Inventory Managed Lands	Annually
Land Use/Land Cover	Annually
Parks	Annually
Sampling Locations	Monthly
Waterbodies	As Needed

Besides GIS and parametric data, the Water Atlas is also designed to include numerous electronic documents and links to other websites. UNIVERSITY, will maintain the published documents and links on the Water Atlas using the password protected web-based Water Atlas administration tool. COUNTY staff will be responsible for accepting and replying to most email received via the Water Atlas; however, the UNIVERSITY will respond to email comments related to the technology behind the Water Atlas, such as reports of bugs or error. The COUNTY may, at their discretion, share these responsibilities with staff from partner government agencies.

SITE MAINTENANCE AND SHARED WEB SERVICES

All of the Water Atlas projects hosted at the UNIVERSITY share in the hardware, software, and other associated costs such as new technology or components. The advantage of this system is reduced costs of Water Atlas web hosting for all Water Atlas partners. This task includes:

Shared Site Software Maintenance Costs: The UNIVERSITY will maintain all necessary software applications to ensure that the web interface is online and accessible to the public, including: Microsoft SQL Server, a graphing software package, Microsoft Web Services and .NET, ESRI ArcGIS and ArcSDE, and other miscellaneous software.

Shared Site Hardware Maintenance Costs: The UNIVERSITY will also provide hardware necessary to complete this task. Hardware requirements necessary to ensure that the Water Atlas will be available to all users with reasonable access times and minimal downtime have been planned according to projected demands. However, these demands may change due to increased or decreased user demand and will be evaluated on a yearly basis. Currently, this task is accomplished by serving the Water Atlas web interface from servers located at the UNIVERSITY. However, if necessary, the UNIVERSITY reserves the right to serve the Atlas from servers not located at the UNIVERSITY.

Water Atlas Application Maintenance: The UNIVERSITY is constantly improving, upgrading and actively managing Water Atlas projects throughout the State of Florida. Water Atlas projects hosted at the UNIVERSITY share in the new component development and component upgrades as well as upgrades to web technology. This sharing of components and web technology leads to a reduced costs of Water Atlas updates and program improvements for all Water Atlas Partners.

Web Management and Statistics: The UNIVERSITY will function as web manager for the Water Atlas. The UNIVERSITY will provide password protected access to web usage statistics, including number of users, number of web page requests, and other standard web statistic metrics. In addition, the UNIVERSITY will provide an Online Web Usage Report which will include common website usage statistics as well as statistics related to number of data records added, number of email requests received, and number of photos or documents entered.

Software Fixes and Upgrades: During the annual contract period, the UNIVERSITY will likely make modifications to existing functionality as part of contractual agreements with other project partners. Whenever feasible, the UNIVERSITY will implement these changes to all Water Atlas projects at no additional charge to the COUNTY.

Project Management: Invoices will be sent each quarter and one annual report will be sent at the end of the contract period. Project Management services will include travel to project meetings;

travel to maintain staff proficiency and travel to present information or findings regarding the Water Atlas project at water resource related conferences.

TASK 1: BASIC LEVEL OF SERVICE DELIVERABLES: (1) Data Management: Maintenance of all data sources listed in Tables 1, 2, and 3 for a period of one year. (2) Site Maintenance: One year of site maintenance and web hosting, component upgrades as necessary and an annual report that summarizes work effort, site usage and upgrades.

TASK 1: BASIC LEVEL OF SERVICES COST: \$30,523

TASK 2: ADDITIONAL PROJECT SERVICES

TASK 2A: YEARLY UPDATE OF WATER QUALITY TRENDS WEBPAGE

The Water Quality Trends Page requires manual statistical analysis and quality assurance processes which involve additional staff effort. The current WQ Trends page includes data through the year 2023. The UNIVERSITY will run the Analyses once during the project period to produce the results of the trends through the year 2024. Quality assurance will be conducted to ensure that the results represent the data being used, which included only data meeting the same FDEP QAQC standards used by the IWR.

TASK 2A COST: \$1,778

TASK 2B: YEARLY UPDATE OF TMDL STORY MAP

The UNIVERSITY will review the assessment status of waterbodies in Polk County and update the TMDL Story Map accordingly, including individual water body assessment status and tallies of waterbodies assigned to different assessment categories, as defined by the Florida Dept. of Environmental Protection Division of Environmental Assessment and Restoration

TASK 2B COST: \$1,440

TASK 2C: YEARLY UPDATE OF BIOLOGICAL ASSESSMENTS PAGE

The Biological Assessments page requires the annual addition of data collected during the previous year. UNIVERSITY will compile and summarize the most recent available LVI and SCI data from the COUNTY, LAKELAND (including previous data), FDEP SBIO database, and that collected by the UNIVERSITY itself, and add this information to the database tables used in the display of the webpage. UNIVERSITY will also update the Habitats & Ecology section of the waterbody pages with LVI and SCI scores for the recently assessed lakes and streams.

TASK 2C COST: \$3,073

TASK 2 COST: \$6,291

TASK 3: LAKE AND STREAM ASSESSMENT AND REPORTING

The UNIVERSITY will assess a total of twenty (20) lakes and five (5) streams within the COUNTY. The list of lakes and streams will be determined later by COUNTY staff in consultation with the UNIVERSITY. The cost for each sub-task is provided, and is based on UNIVERSITY faculty and staff billable rates (labor cost), equipment and vehicle usage cost, and the UNIVERSITY's required 25% indirect cost for local governments in Florida.

STREAM ASSESSMENT AND REPORTING

Stream Assessment and Reporting Projects: The 2024-2025 stream assessments will be focused on requirements set by the COUNTY. Under this task scope of services the UNIVERSITY will assess up to five (5) streams. This task includes conducting the FDEP Stream Habitat Assessment (HA), Rapid Periphyton Survey (RPS), Linear Vegetation Survey (LVS) and Stream Condition Index (SCI) for up to five (5) streams in Polk County, Florida. These services include the stream assessments; travel to and from the site, equipment and vehicle usage, quality assurance of collected data, laboratory analysis of collected organisms, and data management.

Laboratory analysis of collected organisms and calculation of the SCI metrics will be conducted by WSP in Gainesville, Florida for continuity with previously collected data. Costs per stream assessment are based on a single field biologist and one student intern's time for the assessment, staff time from GIS and faculty to assist in the data analysis, and costs paid to WSP for the lab analysis.

The UNIVERSITY will post-process data from the COUNTY stream assessment program for a maximum of five (5) streams agreed upon by COUNTY and UNIVERSITY staff. As a part of these assessments, the UNIVERSITY will: (1) produce GIS maps and attribute layers from assessment data and (2) provide reports, maps and associated data on streams to the COUNTY.

Stream Condition Index Assessment: This service includes field analysis of existing macroinvertebrate communities in up to five (5) streams as well as data management following the procedures and protocols set forth by the FDEP in DEP-SOP-SCI 1000 (<https://www.flrules.org/gateway/readRefFile.asp?refId=4335&filename=SCI%201000%205-8-14%20NOC.docx>). This procedure will be carried out by FDEP SCI certified staff field scientist David Eilers. As per DEP-SOP-SCI 1000 these assessments will occur when hydrological conditions are satisfied between the start and end of the contract period in September. Each of the stream sample location will have a single SCI survey conducted during this period.

Stream Habitat Assessment: During this procedure the streams will be assessed for available macroinvertebrate habitat following FDEP FT 3000 (<https://www.flrules.org/gateway/readRefFile.asp?refId=4329&filename=FT%203000%205-16-14%20NOC.docx>). This procedure will be carried out by FDEP SCI certified staff field scientist David Eilers. Each of the stream sample location will have a single HA surveys conducted during this period.

Stream Rapid Periphyton Survey: During this procedure the streams will be assessed for Rapid Periphyton Survey following FDEP FS 7230 (<https://www.flrules.org/gateway/readRef-File.asp?refId=4315&filename=FS%207000%205-15-14%20NOC.docx>). This procedure will be carried out by FDEP SCI & HA certified staff field scientist David Eilers . Each of the stream sample location will have a single RPS survey conducted during this period.

Stream Linear Vegetation Survey: During this procedure the streams will be assessed for Linear Vegetation Survey following FDEP FS 7320 (<https://www.flrules.org/gateway/readRef-File.asp?refId=4315&filename=FS%207000%205-15-14%20NOC.docx>). This procedure will be carried out by FDEP SCI & HA certified staff field scientist David Eilers. Each of the stream sample location will have a single LVS survey conducted during this period.

Stream Water Quality Assessment (Field Data Collection): During the assessment for each stream, water quality parameters (dissolved oxygen, pH, conductivity, and temperature) will be measured using a Eureka Environmental Manta sub-2 multiprobe. The FDEP methods outlined in FT 1000, FT 1100, FT 1200, FT 1300, FT 1400, FT 1500 and FT 1720 will be used (<https://floridadep.gov/dear/quality-assurance/content/dep-sops>). In addition, a qualitative assessment of flow conditions (e.g. low, medium, high) will be made. The assessments will not be conducted if there is no flow. The results of the water quality sampling will be included in each streams assessment report.

Stream Assessment Data Reporting: For each stream, a single assessment report will be generated discussing the results of the Streams Conditions Index, Stream Habitat Assessment, Rapid Periphyton Survey, Linear Vegetation Survey and the water quality assessment. The report will contain a summary of the data collected.

Stream Assessment Data Processing and Quality Assurance: Quality assurance (QA) procedures will be completed for the stream assessments. QA tasks include laboratory QA, data management and map production. The task results will include an ArcGIS geodatabase, final maps and the review of all SCI assessment data.

Stream Assessment Deliverables:

Each stream assessment will be billed at a rate of \$3,640 and will include the following deliverables:

- 1) Stream Field Assessment: Field work to collect morphological, biological and water chemistry data for up to five (5) streams and processing of all collected data.
- 2) Stream Data Creation: One ESRI geodatabase containing the GIS files for the Habitat Assessment, Rapid Periphyton Survey, Linear Vegetation Survey and SCI data.
- 3) SCI Laboratory Analysis: Identification and metric calculation of collected macroinvertebrate samples provided by Wood PLC in Newberry, Florida.
- 4) Stream Assessment Reporting: Up to five (5) individual stream assessment reports summarizing collected data.
- 5) Vehicle and Equipment Usage: The full use of UNIVERSITY equipment and vehicles to conduct lake assessments and the use of customized data management and report generation software and UNIVERSITY computers, servers and application software to produce spatial layers and reports. Field equipment is updated annually and replaced as required.

LAKE ASSESSMENT AND REPORTING

This task includes lake vegetation assessment, field work, data processing and reporting for the assessment of the Lake Vegetation Index (LVI), water quality sampling and creation of LVI sampling reports for assessed lakes in Polk County, Florida. These services include the assessment of lakes; travel to and from the site, equipment and vehicle usage, the QA of collected data, data management. We have estimated costs based on a single field biologist and one student intern's time for the assessment and staff time from GIS and faculty to assist in the data analysis.

The UNIVERSITY will post-process data from the COUNTY lake assessment program for twenty (20) lakes agreed upon by the COUNTY and UNIVERSITY staff shown in the appendix. As a part of these assessments, the UNIVERSITY will: (1) produce GIS maps and attribute layers from assessment data; (2) provide reports, maps and associated data on lakes to the COUNTY.

Lake Vegetation Index Assessment: This service includes field analysis of existing vegetation communities in each lake as well as data management following the procedures and protocols set forth by the Florida Department of Environmental Protection in DEP-SOP-003/11 <https://www.flrules.org/gateway/readRefFile.asp?refId=6037&filename=LVI%201000%205-15-14%20NOC.docx> (This procedure will be carried out by a FDEP LVI certified staff field scientist David Eilers. As per DEP-SOP-003 these assessments will occur between April 1 and the end of the contract period in September. Each of the lakes will have a single LVI survey conducted during this period.

Lake Water Quality Assessment (Field and Data Analysis): During the assessment for each lake, water quality parameters will be sampled. Physical water quality parameters (Dissolved Oxygen, pH, Conductivity, and Temperature) will be measured in the center of the lake using a Eureka Environmental Manta sub-2 multiprobe. The FDEP methods outlined in FT 1000, FT 1100, FT 1200, FT 1300, FT 1400, FT 1500 and FT 1720 will be used (<https://floridadep.gov/dear/quality-assurance/content/dep-sops>). The results of the water quality sampling analysis will be included in each lakes assessment report.

Lake Assessment Data Reporting: For each of the lakes, a single assessment report will be generated discussing the results of the lakes LVI assessment and the water quality assessment.

Lake Assessment Data Processing and Quality Assurance: Quality assurance procedures will be completed for the lake assessments. QA tasks include laboratory QA, data management and map production. The task results will include an ArcGIS geodatabase, LVI assessment maps and the review of all LVI assessment data.

Project costs are based on fixed costs that include travel costs, equipment costs, staff time and USF mandatory indirect cost of 25%. Work efforts will be scheduled based on the availability of staff time and other project commitments. The project will be invoiced when all work is completed and deliverables will be provided at the end of the contract.

Lake Assessment Deliverables:

Each lake assessment will be billed at a rate of \$1,850 and will include the following deliverables:

- 1) **Lake Field Assessment:** Field work to collect LVI and water quality sample data for up to 20 lakes and the processing of all collected data.
- 2) **GIS Data Creation:** One ESRI geodatabase containing the GIS files for the Perimeters and LVI data.
- 3) **Lake Assessment Reporting:** Up to 20 individual lake assessment reports summarizing collected data. The report will contain an executive summary that addresses any trends and overall lake assessments of those sampled.
- 4) **Vehicle and Equipment Usage:** The full use of UNIVERSITY equipment and vehicle to conduct lake assessments and the use of customized data management and report generation software and UNIVERSITY computers, servers and application software to produce spatial layers and reports. Field equipment is updated annually and replaced as required.

TASK 3 COST: \$55,200

Lump-Sum cost for assessment deliverables for twenty (20) lakes and five (5) streams.

TASK 4: STATISTICAL WATER QUALITY ANALYSIS AND REPORT

The UNIVERSITY developed a statistical trend analysis based on USGS/EPA published recommendations. The Seasonal Kendall Tau test for trend available in the EnvStats R package is used as the statistical approach. The model employs techniques to account for seasonality, autocorrelation and duplicate sampling, in an effort to detect statistically significant trends in the data. Additional details about the procedure can be found on the website component implemented on the Sarasota County Water Atlas: <http://www.sarasota.wateratlas.usf.edu/water-quality-trends/>.

In order to assist COUNTY with the development of their NPDES annual report, the UNIVERSITY will run the analysis on Polk County supplied data for 108 lake and 26 stream sites and write a summary report. The UNIVERSITY will contact the county before conducting the trends analysis in order to confirm which sites to include and which sites to combine (i.e., shoreline sites and standard center of lake sites) The analysis will be conducted on the following five parameters: Chl a corrected ug/L; TN mg/L; TP mg/L; DO mg/L; and TSS mg/L (TSS is for lakes only). The Period of Record will include 2004 – 2024. Since the trends analysis is needed for the NPDES annual report, which is due to FDEP by March 31, 2025, deliverables 1-6 will be completed by March 1st, 2025. Deliverable 7 will be provided by September 30, 2025.

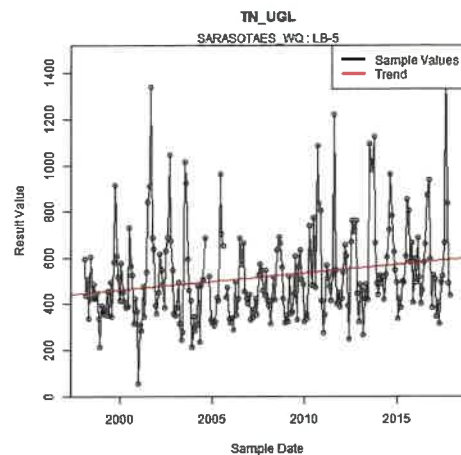
The water quality trends summary report will provide:

- Detailed figures and summary statistics for each of the trends analysis water quality parameter.

- Determine the top 5 lakes and streams that are improving and declining and provide reasons for the trend and/or identify data gaps. (Summary due at end of fiscal year). Must assess different waterbodies than the previous year (2023-2024).
- Analyze the relationship between water flows and levels with trends analysis water quality variables (i.e., relationship between lake levels and chlorophyll a levels).
- Identify and enumerate the number of lakes and streams meeting, not meeting, or containing insufficient data for NNC assessment.

TASK 4 DELIVERABLES:

1. A table with individual site number, parameter, measurements units, and “Increasing”, “Decreasing”, or “No Trend” as well as the strength of the trend (small or large per the definitions on the Sarasota Trend Analysis).
2. A map for each parameter (e.g., 5 parameters) that shows up and down arrows for the trend (or shows no trend) will be produced for inclusion on an 8.5x11” page size.
3. Separate image files of a trend graph that are automatically generated by the R code will be provided. Graphs will look exactly like the following image.
4. A GIS layer (shapefile) for each parameter (five total) containing the point locations of each site with a table that includes the results for that parameter.
5. In addition to the site-specific trend results, the number of increasing/decrease/no trend will be summarized for each Basin. All sites in a Basin will be used, and a table will be created that summarizes the 10-year trend within each Basin according to the number and percentage of sites showing small increase, large increase, small decrease, large decrease, or no trend. The results will give an overall summary of the health of each Basin.
6. Water quality trends summary report due by March 1st, 2025 will include all of the above components.
7. The following components of the Water quality trends summary report will be provided before September 30, 2025:
 - a. Analyze the relationship between water flows and levels with trends analysis water quality variables (i.e., relationship between lake levels and chlorophyll a levels).
 - b. Analysis of top 5 highest change (increasing/decreasing) lakes and stream and determine reasons for trend and/or data gaps (due by September 30, 2024). Must assess different waterbodies than the previous year (2023-2024).



TASK 4 COST: \$9,346

The UNIVERSITY faculty and staff members that will be involved in this project include: Shawn Landry, David Eilers, Keith Bornhorst, Jason Scolaro, Claude Kershaw, Jayden Mohacsi, Jennifer Baker, and Ruth Costley.

AGREEMENT CONTINUATION: The Water Atlas Agreement may be continued by purchase order and with mutual agreement by the UNIVERSITY and COUNTY.

Contract Details

TASK/DESCRIPTION	Cost
Task 1 Basic Level of Services	\$ 30,523
Task 2 Additional Project Services	\$ 6,291
A. Update Water Quality Trends Webpage	\$ 1,778
B. Update TMDL Story Map	\$ 1,440
C. Update Biological Assessments Page	\$ 3,073
Task 4 Lake and Stream Assessments and Reporting	\$ 55,200
Task 5 Statistical WQ Trend Analysis	\$ 9,346
TOTAL PROJECT COST OCT 1 2024–SEP 30 2025	\$ 101,360

Note: Task 1 contains all cost for general data management and updates for website and data bases and the shared infrastructure costs which include reoccurring costs for software and hardware updates and web server support.

POLK COUNTY, a political subdivision of the state of Florida

 William Beasley, Polk County Manager

USF Water Institute Reviewed by:



Shawn Landry, PhD

Research Associate Professor, Geosciences

Director, USF Water Institute

RESEARCH SERVICES AGREEMENT

This research services agreement is between POLK COUNTY, a political subdivision of the State of Florida, ("County"), and THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate ("University").

The parties therefore agree as follows:

I. PERIOD OF PERFORMANCE

The period of performance for issuing Work/Purchase Orders under this agreement begins October 1, 2022 and ends at midnight at the end of September 30, 2027 unless extended under the terms of this paragraph or until such time as all outstanding Work/Purchase Orders issued prior to expiration of this agreement have been completed. The contract may be extended by mutual written agreement of the parties.

II. WORK PLAN/PROJECT ADMINISTRATION

The University shall perform the certain activities in support of the project entitled "Polk County Water Atlas" as described in Work/Purchase Orders issued under this agreement and will comply with all statutory requirements and applicable regulations in the conduct of the project. University shall perform specific scopes of services in accordance with the project milestones set forth in the project schedule contained in each individual Work/Purchase Order. Work/Purchase Orders will be mutually agreed upon in writing by both County and University prior to commencement of each Work/Purchase Order. All deliverables/invoices submitted by the University must be approved in writing by the County's Project Director prior to payment by County to the University.

The individuals responsible for project administration under this agreement are as follows:

University Project Director:

Shawn Landry
University of South Florida
USF Water Institute
4202 E. Fowler Ave., NES107
Tampa, FL 33620
Email: landry@usf.edu

University Administrative Contact:

Janet Lypka
Sponsored Research Administrator II, CRA-USF/Advanced
University of South Florida
USF Research & Innovation
Sponsored Research
3702 Spectrum Blvd., Suite 165
Tampa, FL 33612
813-396-9053
Email: janetlypka@usf.edu

County Representatives:

Project Director:
Gregory Knothe
Water Resources Project Manager
Polk County Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830
863-534-7377
Email: gregoryknothe@polk-county.net

III. ALLOCATION OF FUNDS

County shall compensate the University on a Work/Purchase Order basis. The fixed price amount for each Work/Purchase Order will be agreed upon by both parties in each Work/Purchase Order. All invoices will be signed by an authorized official of the University and sent to County's Project Director for approval. The County shall remit payments to:

University of South Florida
USF Business Payments
PO BOX 947568
ATLANTA, GA 30394-7568

IV. PAYMENT RESPONSIBILITIES

County shall issue payment in U.S. dollars within 30 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of this agreement. Any penalty for delay in payment must be in accordance with applicable law.

V. INDEPENDENT CONTRACTOR/LIABILITY

The relationship of the parties is that of mutually independent contractors. Each party and its officers, employees, agents, subcontractors, or other contractors are not deemed by virtue of this agreement to be the officers, agents, or employees of the other party. Each party assumes the risk of all liability arising from its respective activities pursuant to this agreement and from the acts or omissions of its respective officers, agents, and employees.

Each party has sovereign immunity as an agency or subdivision of the State of Florida. Each party assumes risk of injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any of its employees while acting within the scope of their employment as provided in § 768.28, Fla. Stat. Each party acknowledges this agreement will not be construed as a waiver of sovereign immunity by the other party or the State of Florida, including its other agencies or subdivisions, beyond that provided in § 768.28, Fla. Stat.

VI. TERMINATION

Either party may terminate this agreement without cause by providing the other party no less than 30 days' written notice delivered by certified mail, return receipt requested, or in person with proof of delivery. If the University Project Director is unable or unwilling to continue the project activities hereunder and a mutually acceptable substitute is not available, County may immediately terminate this agreement. In case of any termination of this agreement, only the percent of satisfactory progress achieved to the date of termination will be due and payable to the University, plus any non-cancellable obligations.

VII. PUBLICITY

Each party shall not use the name of the other party or any of the other party's employees in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other party, except that under the provisions of Florida Statute 1004.22, the University shall make available, upon request, the title and description of a research project, the name of the researcher, and the amount and source of funding provided for the project.

VIII. CONFIDENTIALITY

During this agreement, it may be necessary for either party to disclose to the other certain confidential and/or proprietary information or data. All such confidential information will be clearly identified in writing as confidential, or if given orally, will be reduced to writing within 30 days. Each party shall hold the other's confidential information in confidence from date of disclosure until five years from the date such confidential information is either returned to the disclosing party or sanitized as requested by the party.

The parties shall take reasonable precautions to avoid disclosure, publication or dissemination of such confidential information and to use such confidential information only in connection with the project. No obligation of confidentiality applies to any information which was already in the receiving party's possession prior to its receipt from the disclosing party; is or becomes publicly known or available through no breach of this agreement by the receiving party; is acquired by the receiving party from a third party without notice or restrictions of confidentiality; is independently developed by the receiving party's personnel to whom the providing party's confidential information had not been disclosed; or is required to be disclosed by law or governmental regulation, in which case both parties will work together in order to comply with such request.

IX. PUBLIC RECORDS

Each of the parties acknowledges the other's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this agreement. Each of the parties further acknowledges that the constitutional and statutory provisions control over the terms of this agreement. In association with its performance pursuant to this agreement, neither of the parties shall release nor otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Without in any manner limiting the generality of the foregoing, to the extent applicable, each of the parties acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- (1) keep and maintain public records required by the other party to perform the services required under this agreement;
- (2) upon request from the other party's Custodian of Public Records or his/her designee, provide the other party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this agreement and following completion of this agreement if the party in possession of the records does not transfer the records to the other party; and
- (4) upon completion of this agreement, transfer, at no cost, to the other party all public records in the party's possession or keep and maintain public records required by the other party to perform the service. If the Contractor transfers all public records to the County upon completion of this agreement, the possessing party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the possessing party keeps and maintains public records upon completion of this agreement, the possessing party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other party, upon request from the other party's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE POSSESSING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE RESPECTIVE PARTY'S CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

FOR THE COUNTY:

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

FOR THE UNIVERSITY:

USF SPONSORED RESEARCH
3702 SPECTRUM BLVD. #165
TAMPA, FL 33612-9445
813-974-2897
RSCH-AWARDS@USF.EDU

X. PUBLICATIONS

County recognizes that under University policy, the results of the project must be publishable and the University project director or University employees engaged in the project are permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of project.

XI. INTELLECTUAL PROPERTY

University requires the University Project Director to promptly disclose all intellectual property generated under this agreement to its Technology Transfer Office ("TTO") in accordance with USF System Policy 0-300 on Inventions and Works. Upon its disclosure to TTO, University shall promptly disclose such intellectual property to County.

University will own intellectual property created or developed solely by one or more of the University's employees under this agreement. County will own intellectual property created or developed solely by one or more of the County's employees under this agreement. The parties will jointly own intellectual property created or developed by one or more of the University's employees and one or more of the County's employees under this agreement.

The parties hereby state that any existing background intellectual property the County, the University, the University Project Director or University employees existing prior to the execution of this agreement are their own separate property, respectively, and are not affected by this agreement. Each party does not acquire any claims to or rights in any background intellectual property and/or technologies in existence prior to, or developed outside, this agreement.

Title and all ownership and proprietary rights, including source code, copyright, patent, trade secret, and common law property rights relating to the County water atlas remains in University. County shall secure and protect the County water atlas and documentation consistent with maintenance of University's proprietary rights therein. County is not authorized and will not be licensed to distribute the County water atlas source code or use the water atlas for any use not associated with the County water atlas. University reserves the right to grant rights to use the water atlas and all developments and improvements thereto under this agreement to other persons or entities upon such terms as are acceptable to the University. This agreement does not limit the University's right to modify the water atlas and all developments and improvements thereto under this agreement or to develop other products that are like or offer the same or similar modifications as any modifications developed by County.

XII. GOVERNING LAW

Florida law governs the enforcement and interpretation of this agreement.

XIII. DELEGATION OF AUTHORITY

This agreement is valid and enforceable only upon being signed by persons authorized to bind the County hereto, and by all persons required by Florida law or University policy to sign an agreement of this nature to bind the University hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their undersigned duly authorized officials.

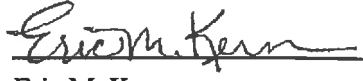
**THE UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES**

Reviewed by:



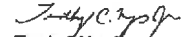
Shawn Landry
Water Atlas Project Director

SIGNED BY:



Eric M. Kern
Director, Sponsored Research

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Timothy G. Mays, Jr.
USF ATTORNEY

POLK COUNTY



William Beasley, Polk County Manager

