

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, in the year _____, between the City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and SMW GeoSciences, Inc., whose address is 1411 Edgewater Drive, Suite 103, Orlando, FL 32804, (hereinafter referred to as the "PROFESSIONAL").

WITNESSETH:

WHEREAS, on May 24, 2004, the CITY and the PROFESSIONAL previously entered into an agreement for Professional Services on a Continuing Basis (hereinafter referred to as the "Agreement"). The Agreement is referenced herein as though set forth in full.

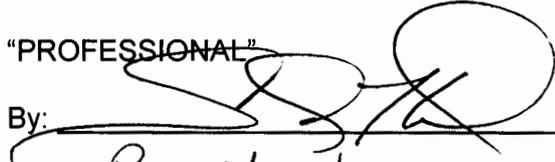
WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Amendment for Project Management, Permitting Assistance and Compliance Services associated with the City's Consumptive Use Permit #94.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Agreement, the CITY and the PROFESSIONAL do hereby agree as set forth below:

- 1. The above recitals are true and correct and are incorporated herein.
- 2. The Parties agree to the scope of work and budget pursuant to the terms and conditions set forth in Exhibits "A".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"PROFESSIONAL"

By:  _____

Its: President

Date: May 13, 2008

"CITY"

By: _____

Mayor/Commissioner

Attest: _____

Date: _____

May 12, 2008

TO: Mr. Raymond Sharp
Director of Environmental Services
City of Leesburg
223 S. 5th Street
Leesburg, FL 34748

SUBJECT: **Proposal for Professional Services**
Project Management, Permitting Assistance and Compliance Services
Consumptive Use Permit # 94
City of Leesburg, Florida

Dear Mr. Sharp,

SMW GeoSciences, Inc. provides this proposal and scope of services to provide project management, permitting assistance and compliance services associated with Consumptive Use Permit (CUP) # 94. The rates and fees contained in this proposal are in compliance with the AGREEMENT FOR PROFESSIONAL SERVICES authorized May 24, 2004.

The following is a brief summary of the requested scope of services:

Task 1: *Project management and meetings*

We will assist the City in the management of CUP #94. This includes meetings with the City and the St. Johns River Water Management District (SJRWMD) to review Request for Additional Information (RAI) letters and CUP compliance issues. Time and fees associated with general administration, project management, conference calls and meeting attendance meetings are included in this task.

Estimate 80 hours of professional and administrative time: \$15,000.⁰⁰

Task 2. *RAI Services*

Based upon information provided by the City or information readily available from other sources, we will prepare a response to the SJRWMD Request for Additional Information (RAI) letter(s). This task includes, but is not limited to:

- Reviewing SJRWMD RAI letter(s) for the City's CUP #94
- Coordinating with City for items requested in the RAI(s).
- Providing growth and water demand projection documentation.
- Providing a table that shows total projected annual reuse flows within the potable water service area.

- Determining amount of reclaimed water that can reasonably off-set groundwater demands identified in the projected water use calculations.
- Addressing water use efficiency issues raised by the SJRWMD.
- Addressing alternative water supply issues raised by the SJRWMD.
- Addressing potential resource issues raised by the SJRWMD.

This scope of work anticipates reasonable efforts by SMW GeoSciences, Inc. in the preparation of RAI response(s) for the renewal of the City's CUP. Although every attempt will be made to coordinate with the City and SJRWMD to prepare a complete RAI package, it is not unlikely that SJRWMD will require additional information, require extensive wetland evaluations and require the development or modification of programs and associated legislative actions that are not covered under this work order

Estimate for RAI services: \$40,000.⁰⁰

Task 3. **Compliance Assistance**

On an ongoing and as-needed basis we will assist the City with CUP compliance services as they arise.

Estimate for compliance services: \$5,000.⁰⁰

SMW GeoSciences, Inc. will invoice only for the tasks performed, using the rates and fees contained in the AGREEMENT FOR PROFESSIONAL SERVICES for a not to exceed \$60,000.⁰⁰.

We appreciate the opportunity to submit this proposal for your review. If you have any questions concerning the above, please contact our office.

Sincerely,
SMW GeoSciences, Inc.



Sarah M. Whitaker, P.G.
President