

RESOLUTION NO. 2023-403

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF AGREEMENT BETWEEN CLAY COUNTY UTILITY AUTHORITY, GAINESVILLE REGIONAL UTILITIES, JEA AND ST. JOHNS COUNTY TO COMPLETE A PROJECTS CONCEPTUALIZATION THAT WILL IDENTIFY REGIONAL PROJECTS TO COLLABORATIVELY ADDRESS LONG-TERM WATER RESOURCE NEEDS WITHIN THE SJRWMD AND SRWMD JURISDICTIONS; AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE MEMORANDUM OF AGREEMENT AND ANY DOCUMENTS ASSOCIATED WITH THE PROJECT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, in 2017, St. Johns River Water Management District (SJRWMD) and Suwanee River Water Management District (SRWMD) each adopted the North Florida Regional Water Supply Plan (“NFRWSP”), which incorporates the Lower Santa Fe River Basin Recovery Strategy and sets forth the need for water resource development projects and water supply projects options for the NFRWSP area for the 2015-2035 planning period, and

WHEREAS, FDEP, in coordination with SJRWMD and SRWMD (hereinafter referred as “AGENCIES”), is in the process of developing and adopting updated Minimum Flow Levels (MFLs) and an associated updated prevention/recovery strategy for the Lower Santa Fe and Ichetucknee Rivers and associated priority MFLs, and

WHEREAS, the AGENCIES anticipate the adoption and reevaluation of additional MFLs within the NFRWSP area that may require the development of regional water resource development projects or programs in order to achieve prevention or recovery of the established MFLs and allow for the provision of sufficient water supplies for all existing and projected reasonable-beneficial uses, and

WHEREAS, the AGENCIES and four regional utilities including Clay County Utility Authority (CCUA), Gainesville Regional Utilities (GRU), JEA and St. Johns County (hereinafter referred to as “SUPPLIERS”) desire to facilitate the identification and evaluation of feasible regional water resource development projects or programs that may be incorporated into a future update to the Lower Santa Fe River Basin Recovery Strategy and associated rules, other MFL prevention/recovery and associated rules, and future updates to the North Florida Regional Water Supply Plan, and

WHEREAS, the SUPPLIERS recognize the benefits of regional cooperation and have determined that cost-sharing regarding a process that will provide recommendations for selecting effective management and/or regional project alternatives, formulating implementation plans, and recommending representative and equitable cost-sharing structures is in the public interest,

to be referred to as the North Florida Regional Water Supply Plan Project(s) Conceptualization ("PROJECT CONCEPTUALIZATION"), and

WHEREAS, SUPPLIERS have authority and established funding sources to cost-share the PROJECT CONCEPTUALIZATION, and

WHEREAS, the AGENCIES intend to separately participate through Cooperative Funding Agreement with CCUA, and

WHEREAS, the SUPPLIERS are PARTIES participating in the PROJECT CONCEPTUALIZATION under this AGREEMENT, and

WHEREAS, the SUPPLIERS are in support of the efforts of the PROJECT CONCEPTUALIZATION and are committed to providing financial and technical assistance for this effort, as described herein, and

WHEREAS, the SUPPLIERS have a responsibility to provide cost effective public water supply alternatives; and

WHEREAS, the SUPPLIERS have agreed to enter into a memorandum of agreement (the "MOA"), attached hereto as Exhibit A and incorporated herein, for the purpose of setting forth the terms and conditions which will govern their mutual obligations in furtherance of the above; and

WHEREAS, the County has determined that entering into the MOA is in the best interest of the County and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of a Memorandum of Agreement between Clay County Utility Authority, Gainesville Regional Utilities, JEA, and St. Johns County to complete a projects conceptualization that will identify regional projects to collaboratively address long-term water resource needs within the SJRWMD and SRWMD jurisdictions, and authorizes the County Administrator, or designee, to execute the Memorandum of Agreement on behalf of St. Johns County in substantially the same form and format as attached, including any documents associated with such project.

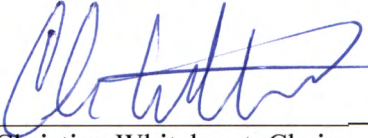
Section 3. To the extent that there are scrivener, typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Rendition Date: OCT 17 2023

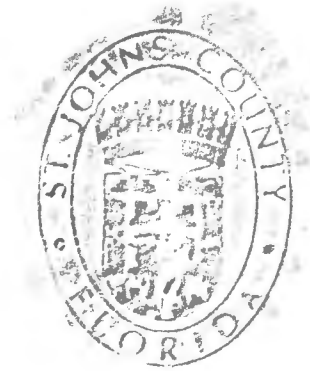
By: 

Christian Whitehurst, Chair

Attest: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Effective Date: October 17, 2023

By: 
Deputy Clerk



**MEMORANDUM OF AGREEMENT BETWEEN
CLAY COUNTY UTILITY AUTHORITY, GAINESVILLE REGIONAL UTILITIES,
JEA, AND ST. JOHNS COUNTY, FOR
NORTH FLORIDA REGIONAL WATER SUPPLY PLAN PROJECT
CONCEPTUALIZATION**

This MEMORANDUM OF AGREEMENT (“AGREEMENT”) is made and entered into by and between the CLAY COUNTY UTILITY AUTHORITY (“CCUA”), GAINESVILLE REGIONAL UTILITIES (“GRU”), JEA, and ST. JOHNS COUNTY (individually referred to herein as “SUPPLIER” or “PARTY” or collectively referred to as “SUPPLIERS” or “PARTIES”).

WITNESSETH:

WHEREAS, in 2011, the North Florida Regional Water Supply Partnership (“NFRWSP”) was established via interagency agreement between the Agencies for the purpose of protecting natural resources and water supplies in 14 north Florida counties located within both St. Johns River Water Management District (SJRWMD) and Suwanee River Water Management District (SRWMD) through collaborative water supply planning and establishment of minimum flows and levels (“MFLs”) and development and implementation of MFL prevention and recovery strategies, and

WHEREAS, in 2015, in coordination with SRWMD and SJRWMD, the Florida Department of Environmental Protection (FDEP), collectively the AGENCIES, adopted MFLs and an associated recovery strategy for the Lower Santa Fe and Ichetucknee Rivers and associated priority springs (“LSFI”), known as the Lower Santa Fe River Basin Recovery Strategy (“LSFRP Recovery Strategy”), and

WHEREAS, the LSFRP Recovery Strategy includes the reevaluation of the LSFI MFLs, assessment of the impacts of regional user groups in the north Florida region, identification and investigation of potential water resource development projects and water supply projects that can

contribute to resources recovery, and the development of long-term regulatory measures to address regional MFL impacts and achieve water supply goals, and

WHEREAS, in 2017, SJRWMD and SRWMD each adopted the North Florida Regional Water Supply Plan, which incorporates the LSFRP Recovery Strategy and sets forth the need for water resource development project and water supply projects options for the NFRWSP area for the 2015-2035 planning period, and

WHEREAS, FDEP, in coordination with SJRWMD and SRWMD, is in the process of developing and adopting updated LSFI MFLs and an associated updated prevention/recovery strategy for the LSFI MFLs, which are projected to require the development of regional water resource development projects or programs in order to achieve recovery of the established MFLs and allow for the provision of sufficient water supplies for all existing and projected reasonable-beneficial uses, and

WHEREAS, the AGENCIES anticipate the adoption and reevaluation of additional MFLs within the NFRWSP area that may require the development of regional water resource development projects or programs in order to achieve prevention or recovery of the established MFLs and allow for the provision of sufficient water supplies for all existing and projected reasonable-beneficial uses, and

WHEREAS, the AGENCIES and the SUPPLIERS desire to facilitate the identification and evaluation of feasible regional water resource development projects or programs that may be incorporated into a future update to the LSFRP Recovery Strategy and associated rules, other MFL prevention/recovery and associated rules, and future updates to the North Florida Regional Water Supply Plan, and

WHEREAS, the AGENCIES and the SUPPLIERS desire to facilitate the option for the AGENCIES, the SUPPLIERS, and other water users and interested parties to participate in potential regional water resource development projects or programs as a means to achieve MFL compliance and allow water users to offset impacts associated with water uses, and

WHEREAS, the SUPPLIERS recognize the benefits of regional cooperation and have determined that cost-sharing regarding a process that will provide recommendations for selecting effective management and/or regional project alternatives, formulating implementation plans, and recommending representative and equitable cost-sharing structures is in the public interest, to be referred to as the North Florida Regional Water Supply Plan Project(s) Conceptualization (“PROJECT CONCEPTUALIZATION”), and

WHEREAS, SUPPLIERS have authority and established funding sources to cost-share the PROJECT CONCEPTUALIZATION, and

WHEREAS, the AGENCIES intend to separately participate through COOPERATIVE FUNDING AGREEMENTS with CCUA, and

WHEREAS, the SUPPLIERS are PARTIES participating in the PROJECT CONCEPTUALIZATION under this AGREEMENT, and

WHEREAS, the SUPPLIERS are in support of the efforts of the PROJECT CONCEPTUALIZATION and are committed to providing financial and technical assistance for this effort, as described herein, and

WHEREAS, the SUPPLIERS agree that nothing in this AGREEMENT shall be construed to preclude any SUPPLIER from continuing to operate its existing water supply facilities or restrict in any way the ability of a SUPPLIER to retain its existing permitted water uses, water supply facilities, expand existing facilities, or develop new water supply facilities in order to meet the

existing and future water needs of its customers from a dependable, adequate and cost-effective water supply, or impair any right it may have pursuant to its certificate of authorization or comparable enabling law, and

WHEREAS, the SUPPLIERS agree that nothing in this AGREEMENT shall affect, change or modify any existing agreement among the SUPPLIERS.

NOW THEREFORE, in consideration of the foregoing premises, which are made a part of this AGREEMENT, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the SUPPLIERS hereto, each intending to be legally bound, agree to the following:

1. **AUTHORITY.** The PARTIES represent that they respectively have the authority to enter into and agree to each of the terms of this AGREEMENT.
2. **SCOPE OF WORK.** The scope of work for the PROJECT CONCEPTUALIZATION shall be in accordance with the Scope of Work, attached hereto as **Exhibit 1**.
3. **GOVERNANCE AND MANAGEMENT.**
 - 3.1. CCUA, shall designate a Project Administrator, who shall have overall administrative responsibility for implementing the terms of this AGREEMENT.
 - 3.2. Under the direction of the PARTIES' Representatives, the Project Administrator shall be responsible for implementing the Scope of Work. The Project Administrator shall provide the PARTIES' Representatives updates regarding the status of the tasks on a regular basis, or upon request of a PARTY. The Project Administrator shall notify the PARTIES'

Representatives of the completion of each task within thirty (30) calendar days of the completion of each task.

3.3. All decisions concerning the PROJECT CONCEPTUALIZATION shall be made by the Representatives of the PARTIES.

3.4. Each PARTY shall designate a presentative (Representative) and an alternate by providing written notification to the other PARTIES. The Representatives and alternates shall be staff persons. At any time and in its sole discretion, a PARTY may designate a new Representative or alternate by providing a written notification to other PARTIES.

3.5. Notices, minutes, and reports shall be sent by the Project Administrator to the PARTIES' Representatives. Each Representative shall have the responsibility to keep his or her respective PARTY informed of the work being undertaken on the PROJECT CONCEPTUALIZATION.

4. FUNDING.

4.1. The PARTIES agree to equally participate financially in the REPORT up to a maximum amount of \$ 71,428.57 per PARTY.

4.2. All payments made pursuant to this AGREEMENT shall be submitted to CCUA within thirty (30) days of the signing of this AGREEMENT by all of the PARTIES, and shall reference this AGREEMENT. CCUA shall provide a written or emailed receipt of payment to each PARTY within 10 days of payment.

5. RESPONSIBILITIES OF THE PARTIES. Each PARTY shall:

5.1. On an as needed basis, and with reasonable notice, provide the PROJECT CONCEPTUALIZATION consultant(s) information as may be needed for completion of the PROJECT CONCEPTUALIZATION, as set forth in **Exhibit 1**.

- 5.2. Participate in meetings required to accomplish the Scope of Work set forth in **Exhibit 1**.
 - 5.3. Review, comment on, and approve interim and final deliverables for the Scope of Work within 30 days or less if specified in the scope of work.
 - 5.4. Affirm their ongoing duties of mutual cooperation with each other and agree to assist each other in furtherance of the AGREEMENT's goal of developing the PROJECT CONCEPTUALIZATION.
6. **RESPONSIBILITIES OF CCUA**. In addition to its responsibilities as a SUPPLIER, as set forth in this AGREEMENT, CCUA shall:
- 6.1. Designate, in writing, a Project Administrator to coordinate its responsibilities under this AGREEMENT.
 - 6.2. Procure the services of consultant(s) to prepare the PROJECT CONCEPTUALIZATION as contemplated in **Exhibit 1**. CCUA procurement policies and procedures shall be utilized in all procurement activities that implement this AGREEMENT.
 - 6.3. Prepare and execute contract(s) with consultant(s) reflected in **Exhibit 1** to prepare the PROJECT CONCEPTUALIZATION.
 - 6.4. Manage the activities of consultant(s) to assure that contract requirements are met.
 - 6.5. Coordinate regularly with the PARTIES.
 - 6.6. Receive and account for funds from SUPPLIERS, AGENCIES and other sources.
 - 6.7. Process and pay invoices from consultant(s).
 - 6.8. Timely comply with any COOPERATIVE FUNDING AGREEMENTS which are directly entered into between that PARTY and the AGENCIES with respect to the PROJECT CONCEPTUALIZATION.

6.9. Within sixty (60) days after the expiration or termination of this AGREEMENT, whichever is applicable, CCUA shall provide the other PARTIES with an accounting of the expenditure of funds for the PROJECT CONCEPTUALIZATION and shall reimburse to the PARTIES any portion of the funds advanced by the PARTIES which have not been expended on the PROJECT CONCEPTUALIZATION.

7. **TERMS, AMENDMENT, TERMINATION.** The term of this AGREEMENT shall commence upon its complete execution by all of the PARTIES. Unless earlier terminated pursuant to the terms hereof, this AGREEMENT shall remain in effect until completion of the deliverables set forth **Exhibit 1** or for a period of sixty (60) months, whichever occurs first. The PARTIES may renew this AGREEMENT at least one hundred twenty (120) days prior to the expiration date of this AGREEMENT.

8. **LIABILITY AND INSURANCE.**

8.1. Neither this provision nor any other provision in this AGREEMENT shall be construed as a waiver of sovereign immunity by any PARTY.

8.2. CCUA agrees that all contracts and subcontracts for any work described in the Scope of Work shall include hold harmless and indemnification provisions to protect all of the PARTIES in a form acceptable to all of the PARTIES. The consultant(s) and subconsultant(s) shall provide evidence of said hold harmless and indemnity prior to commencement of work.

9. **OWNERSHIP OF DOCUMENTS.** Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to work done under this AGREEMENT shall be vested in all the PARTIES. Any source documents or any other documents or

materials developed, secured or used in the performance of this AGREEMENT shall be considered property of the PARTY from which such documents or materials originated.

10. **ENTIRE AGREEMENT.** This AGREEMENT, including exhibits, constitutes the entire agreement among the PARTIES pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.
11. **SEVERABILITY.** If any provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions. However, this provision shall not apply to the Scope of Work attached hereto as **Exhibit 1.**
12. **ASSIGNMENT.** No assignment, delegation, transfer or novation of this AGREEMENT or any part hereof shall be made unless approved in writing by all PARTIES.
13. **DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This AGREEMENT is solely for the benefit of the PARTIES and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this AGREEMENT, expressed or implied, is intended or shall be construed to confer upon or give any person or corporation other than the PARTIES any right, remedy, or claim under or by reason of this AGREEMENT or any provisions or conditions hereof; and all of the provisions, representation, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the PARTIES.
14. **EXCLUSIVE PERMITTING AUTHORITY RETAINED.** Nothing in this AGREEMENT shall be construed to impede, interfere with, or supersede the exclusive authority of the AGENCIES under Part II, Chapter 373, Florida Statutes, to permit the

consumptive use of water, and no rights are created as a result of this AGREEMENT, the expenditure of funds provided herein, or any work performed hereunder through which the SUPPLIERS may claim any entitlement or rights to the consumptive use of water. In addition, nothing in this AGREEMENT may be construed as requiring or compelling any SUPPLIER to develop the water supply facilities identified in the PROJECT CONCEPTUALIZATION.

15. PROPERTY RIGHTS. Nothing in the AGREEMENT shall be interpreted to impede, interfere with, modify, construe, or waive the private property rights or land ownership rights of the SUPPLIERS, and any entity not a party to this AGREEMENT.

16. MISCELLANEOUS PROVISIONS.

16.1. This AGREEMENT and the rights and obligations of the parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceedings arising from this AGREEMENT, the PARTIES hereby consent to trial by the court and waive the right to seek a jury trial as to any issues so triable.

16.2. The PARTIES, their employees, subcontractors and assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this AGREEMENT.

16.3. The PARTIES shall allow public access to all project documents and materials that are subject to the provisions of Chapter 119, Florida Statutes. Should any PARTY assert any exemption to the requirements of Chapter 119 and related statutes, the burden of

establishing such an exemption, by way of injunctive or other relief as provided by law, shall be upon that PARTY.

16.4. Nothing in this AGREEMENT shall be deemed or construed to create any agency relationship, partnership (limited or otherwise), association or joint venture between the PARTIES. Except as expressly provided herein or as otherwise specifically agreed in writing, no PARTY shall have authority to act on behalf of or bind any other PARTY.

16.5. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the following authorized representatives of the PARTIES have executed this AGREEMENT on the date signed by each.

CLAY COUNTY UTILITY AUTHORITY

By: _____

Attest: _____

Date: _____

Approved by: _____

GAINESVILLE REGIONAL UTILITIES

By: _____

Attest: _____

Date: _____

Approved by: _____

JEA

By: _____

Attest: _____

Date: _____

Approved by: _____

ST. JOHNS COUNTY

By: _____

Attest: _____

Date: _____

Approved by: _____

EXHIBIT I

CLAY COUNTY UTILITY AUTHORITY CIVIL AND ENVIRONMENTAL CONTINUING SERVICES RFQ 18/19 NO.3

August 4, 2023

SUPPLEMENTAL AGREEMENT NO. 11 NORTH FLORIDA REGIONAL WATER SUPPLY PLAN PROJECT CONCEPTUALIZATION PARTNERSHIP

This Authorization, when executed, shall be incorporated in, and become part of the Agreement for Professional Services between Clay County Utility Authority (AUTHORITY), and CDM Smith Inc. (CONSULTANT), dated May 28, 2019, hereafter referred to as the Contract.

I. INTRODUCTION AND BACKGROUND

In 2017, the Governing Boards of the St Johns River Water Management District (SJRWMD) and Suwannee River Water Management District (SRWMD) approved the North Florida Regional Water Supply Plan (NFRWSP). The NFRWSP encompasses 14 counties, including Alachua, Baker, Bradford, Clay, Columbia, Duval, Flagler, Gilchrist, Hamilton, Nassau, Putnam, St. Johns, Suwannee, and Union. The purpose of the plan is to protect natural resources and water supplies in north Florida. The NFRWSP has identified sufficient sources of water to meet the needs of the environment and the projected demands through 2035.

The water management districts have initiated planning work for the next plan update. This work is being conducted to meet the requirements of Section 373.709 of the Florida Statutes, which requires the districts to reevaluate their determinations concerning the need for a water supply plan at least every five years. In addition, Minimum Flows and Levels (MFLs) are being reevaluated or in development for the Lower Santa Fe and Ichetucknee Rivers and the Suwannee River.

The four public utilities, JEA, Gainesville Regional Utilities (GRU), St. Johns County Utility Department (SJCUD), and the Clay County Utility Authority (CCUA), have developed independent Integrated Water Resource Plans (IWRPs). The public utilities developed the IWRPs with planning horizons tied to projected population growth and capital infrastructure investments. The four public utilities desire for the efforts planned in the respective IWRPs to integrate with regional water supply development projects to protect vital environmental resources and sustainably manage the regions water resources in perpetuity.

The water management districts and the four public utilities understand that to address the long-term sustainability of important water resources (such as the Lower Santa Fe, Ichetucknee, and Suwannee Rivers) large-scale cross-district and cross-utility projects will likely be necessary. To address this need, the water management districts and the public utilities have agreed to work together to develop this North Florida Regional Water Supply Plan Projects Conceptualization.

II. OBJECTIVES:

SJRWMD and SRWMD are working collaboratively with the region's utilities, water users and local stakeholders to identify regional project options to help meet our water supply needs, now and in the future. One piece of this effort is the creation of a new list of potential regional projects to meet water users' needs, which will be included in the updated North Florida Regional Water Supply Plan. In February 2023, the water management districts began the project solicitation phase of the planning process. As part of this effort, the districts are currently reaching out to stakeholders in the north Florida region to help develop ideas and concepts for new potential regional water supply, water resource development and water conservation project options.

The Florida Department of Environmental Protection (FDEP), SRWMD, SJRWMD, along with four regional utilities (CCUA, JEA, GRU, and SJCUD), collectively, the "Sponsors", agree to work collaboratively to develop conceptual regional projects to sustainably address the water supply challenges facing north Florida. The entities sponsoring this effort desire to develop sustainable solutions for the area's growing population while also protecting the vital water resources in the region. Creating a list of potential regional projects is a collaborative process and is based on voluntary input from area stakeholders.

The Sponsors define the primary objective of this effort as developing a list of potentially feasible regional projects or programs that could be incorporated into the NFRWSP and MFL prevention/recovery strategies for the Lower Santa Fe and Ichetucknee Rivers and the Suwannee River. The Sponsors intend for this effort and the potential regional projects or programs developed in this effort to provide pathways for regulated water users to participate in the regional projects or programs to address regulatory liabilities.

The specific goals of this effort (subject to revision through the workshop process) are envisioned as:

- Developing an estimate of available source water.
- Develop a suite of regional projects that could be implemented and integrated in the planning region, considering available sources in SRWMD and SJRWMD with an emphasis on currently available source waters from the SJRWMD.
- Formulate a conceptually feasible management alternatives, including regional alternatives, that can be examined individually and/or collectively, and whose tradeoffs can be well understood.
- Improve, as determined by the sponsors, understanding of technical benefits and risks of various alternatives.
- Prepare a list of next steps to further develop the conceptual scopes, schedules, and budgets of the regional projects identified.

III. SCOPE OF SERVICES

The following tasks describe the scope of services to facilitate discussions and develop technical information that will serve as a platform for subsequent collaboration and outline suggestions for moving forward to a potential follow-on phase.

IV. TASK IDENTIFICATION

The Consultant will perform the following tasks to accomplish this scope of work. The final deliverable of this update will include a Final Report detailing the methodology carried out for this project and the results.

Task 1 – Kickoff Meeting

A kick-off meeting including the Consultant and Sponsors will be held to review project goals and objectives and establish communication protocols.

Deliverables

- Meeting agenda and minutes in pdf and word format, as well as PowerPoint presentations used during meeting.

Task 2 - Compilation and Summary of Foundational Information

The water use estimates, projections, and models employed for the 2023 NFRWSP will form the baseline for the development of regional project needs and sufficiency analysis. This task will also include collection and review of IWRPs or other meaningful information such as wastewater discharge records and/or permits for each utility to assist in identification of potential source waters, and collection and review of stormwater master plans for identification of potential source waters. This task will collect and compile available and relevant information to support the progress meetings and technical support tasks. The Sponsors and Consultant will not generate new information. The Consultant will organize and present information based on existing data and sources which will be cited.

Deliverables: Summary report of data that has been gathered and associated files.

Task 3 – Government and Utility Interviews

This task includes time for the Consultant to meet individually with the Sponsors for input on beneficial regional projects which may already be planned or conceptual ideas which have already been discussed at a local or regional scale.

Deliverables

- Brief technical memorandum summarizing the information gathered from Sponsors and its use in assessing selected regional projects.

Task 4 – Progress Meetings

The Consultant and the Sponsors will hold up to six progress meetings. Consultant will facilitate the discussions which will generally focus on project development and supporting technical

analysis. Technical representatives from each Sponsor will also be identified as points of contact for outreach concerning technical information, data gaps, and/or results of analyses. Consultant and Sponsors agree to make efforts to distribute locations of these meetings equitably based on location of the participants.

Deliverables

- Meeting agendas and minutes in pdf and word format, as well as PowerPoint presentations used during meetings.

Task 5 – Identification and Screening of Projects

Consultant will identify regional project options to be considered for further conceptual development. These projects should offer economies-of-scale and be cost-effective and large enough to make a sustainable difference to the aforementioned water resources and associated MFLs. The Sponsors and Consultant envision potential technical support tasks could evolve as the progress meetings proceed and data needs for successfully moving to Task 6 are more precisely identified. The following types of technical support tasks are outlined and offered, to be exercised and scaled as needed, at the discretion of the Sponsors. Some of the technical support and analysis may include:

- Review of potential source water options
- Analysis of water availability for potential alternative water supply options
- Review of project technical feasibility
- Preliminary estimates of probable cost (opinion of probable construction costs), including design, permitting, and mitigation
- Ecological benefit to the MFLs for each project
- Estimates of long-term operations and maintenance costs
- Scenario analysis, including potential model runs for performance ranges, sensitivity analysis, climate vulnerabilities, or other factors.

SJRWMD will provide assistance in determining available water from surface waterbodies identified as a potential sources in the SJRWMD geographic region. SRWMD will provide assistance in determining available water from surface waterbodies identified as potential sources in the SRWMD geographic region. Other entities may do likewise at the discretion of the Sponsors.

The Sponsors will collaborate to provide guidance to the Consultant regarding existing infrastructure, treatment technologies, and potential utility system and natural resource integrations.

Deliverables (flexible based on analyses requested by the Sponsors):

- List of projects that are conceptually feasible and worthy of more detailed evaluation and individual brief project summaries (1-2 pages) containing:
 - High level estimates of potential benefits of each project to LSFIs and other relevant MFLs
 - Order of magnitude planning level costs for conceptually feasible alternatives for inclusion in NFRWSP

- Identify benefits, negative impacts, tradeoffs, and risks of each conceptually feasible alternative
- Identify areas where more information and/or more detailed evaluation is needed
- Presentation in a progress meeting (possibly also a Phase 1 report) that includes pros and cons for each project

Task 6 – Refinement of Projects List from Task 5

Based on Sponsor feedback, this task will include additional evaluation of projects identified in Task 5 that appear to be environmentally, technically, and economically feasible and sustainable, and development of new potential alternative projects not identified in Task 5.

Deliverables:

- Presentation of Consultant recommendation of projects that should be further evaluated from Task 5 deliverables.
- Finalized list of projects Consultants recommends for inclusion in regional water supply plan or in applicable recovery or prevention strategies that meets the statutory intent of 373.805 F.S. where applicable. (This will also be included in the report in Task 8)

Task 7 – Project Prioritization

The Consultant will prioritize the conceptual projects for implementation. Benefit factors to consider during prioritization may include cost-benefit ratio, resilience aspects, ease of construction, and delivery methods, among others, which will be discussed through the facilitated meetings with Sponsors outlined in Task 4. The Consultant will discuss with the Sponsors their highest values for prioritizing regional projects.

Deliverables

- Chapter for inclusion in the Final Report.

Task 8 – Final Report

Based on feedback from previous tasks, Consultant is responsible for developing a Final Report, compiling work completed in previous tasks. The report will be of sufficient detail for planning and budgetary purposes. The report will detail the potential regional projects by category (e.g., alternative water supply, conservation) and include a matrix of costs and key benefits to facilitate comparison. Tables, figures and photographs will be included as necessary to enhance comprehension for each potential project.

DELIVERABLES

Task	Deliverable	Format
1	Meeting agenda and minutes in pdf and word format, as well as PowerPoint presentations used during meeting.	*.pdf; *.doc; *.ppt
2	Summary report of data that has been gathered and associated files.	*.pdf
3	Brief technical memorandum summarizing the information gathered from Sponsors and its use in assessing selected projects.	*.pdf
4	Meeting agendas and minutes in pdf and word format, as well as PowerPoint presentations used during meetings.	*.pdf; *.doc; *.ppt
5	List of projects that are conceptually feasible and worthy of more detailed evaluation and individual brief project summaries (1-2 pages)	*.pdf
6	Presentation of Consultant recommendation of projects that should be further evaluated from Task 5 deliverables. Final list of projects Consultants recommends for inclusion in regional water supply plan or in applicable recovery or prevention strategies that meets the statutory intent of 373.805 F.S. where applicable.	*.pdf
7	Chapter for inclusion in the Final Report	*.pdf
8	Final Report	*.pdf

ASSUMPTIONS

1. Task 2 will include review of existing available information; it will not generate new information.
2. Up to six facilitated 3-hour workshops are budgeted for Task 4. CONSULTANT envisions that two would be held in Clay County, two in Gainesville, and two in Live Oak. JEA is also willing to host.
3. Because of the prevalence of workshops/progress meetings in the structure of this phase of work, CONSULTANT will not hold separate meetings for administration – all these administrative needs can be met through the workshops.
4. SJRWMD and SRWMD will make existing agency models available to CONSULTANT for analysis of alternatives. Alternatively, SJRWMD will provide assistance in determining available water from surface water bodies identified as potential sources in the SJRWMD area. The SRWMD will provide assistance in determining available water from surface water bodies identified as potential sources in the SRWMD area.
5. Tasks 5 and 6 will not evaluate the full practicality or feasibility of alternatives but will identify conceptual ideas for achieving objectives and understanding uncertainties and tradeoffs.
6. CONSULTANT will not develop a Regional Integrated Systems Model
7. One virtual comment review workshop is budgeted to review Stakeholder comments on the draft report and discuss comment resolutions.
8. CONSULTANT reserves the right to seek additional compensation for work performed beyond that described in this Authorization.

TIME OF COMPLETION/SCHEDULE

It is anticipated that the work will take 8 months to complete, starting on October 1, 2023. The estimated schedule by task is shown below. A detailed project schedule will be developed following Workshop 1.

	Task Name	Duration
Task 1-2	Kickoff Meeting and Compilation of Foundational Information	1 month
Task 3-5	Interviews and Identification and Screening of Projects	4-5 months
Task 6-7	Refinement of Project List and Project Prioritization	1-2 month(s)
Task 8	Final Report	1 month

COMPENSATION AND PAYMENT

CONSULTANT will complete the work described in in this Supplemental Agreement on a time and materials basis of \$500,000. Invoices will be submitted monthly based on labor hours at the contractual billing rates plus other direct and subconsultant costs. This upper limit will not be exceeded without prior written authorization by the AUTHORITY. Estimated time and materials compensation for the various tasks are estimates only, and the estimated values of the individual tasks can be exceeded, but the total upper limit for the project cannot exceed.

Task	Description	Value
1	KICKOFF MEETING	\$10,000
2	COMPILATION AND SUMMARY OF FOUNDATIONAL INFORMATION	\$35,000
3	GOVERNMENT AND UTILITY INTERVIEWS	\$20,000
4	PROGRESS MEETINGS	\$100,000
5	IDENTIFICATION AND SCREENING OF PROJECTS	\$130,000
6	REFINEMENT OF PROJECT LIST FROM TASK 5	\$95,000
7	PROJECT PRIORITIZATION	\$70,000
8	FINAL REPORT	\$40,000
Total Time and Materials (including ODCs) =		\$500,000