

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Third Amendment to the Agreement Between the SJRWMD and Seminole County for the Little Econlockhatchee River – Crane Strand System Retrofit Project & Stormwater Park

DEPARTMENT: Public Works **DIVISION:** Road Operations & Stormwater

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Mark E. Flomerfelt **EXT.** 5710
W. Gary Johnson, P.E. Mark E. Flomerfelt, P.E.
Director Mgr., Road Operations & Stormwater

Agenda Date 2/11/03 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Third Amendment to the Agreement between the SJRWMD and Seminole County for the Little Econlockhatchee River – Crane Strand System Retrofit Project & Stormwater Park.

BACKGROUND:

The Little Econlockhatchee Basin Evaluation identified a number of alternative corrective measures for treating stormwater and reducing flood levels in the Crane Strand Canal system in Orange and Seminole counties. The proposed stormwater facility in Seminole County is one of the alternatives identified to provide regional pollution abatement and flow attenuation. Due to the comprehensive nature of the project, Seminole County requested cooperative funding from the SJRWMD for engineering modeling, surveying efforts and to perform a feasibility analysis and conceptual design for the Crane Strand retrofit project. Pursuant to the County's request, the SJRWMD previously allocated \$750,000 for the project.

The enclosed amendment provides an additional \$250,000 (for a total of \$1,000,000) to Seminole County for the Crane Strand Retrofit project and extends the completion of the work until June, 2005. Staff anticipates that SJRWMD funding will complete the design phase with no County match required. The funding provided by the SJRWMD allows Seminole County to proceed with design activities for the future implementation of deficiency corrections within the Little Econlockhatchee River.

A budget adjustment to recognize the funding provided to the County as a result of this agreement amendment will be submitted as an agenda item under Fiscal Services for the upcoming meeting of the Board of County Commissioners.

Attachment: Amendment

Reviewed by: SAL
Co Atty: _____
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]

File No. CPWS03

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR
THE LITTLE ECONLOCKHATCHEE RIVER: CRANE STRAND
SYSTEM RETROFIT PROJECT & STORMWATER PARK**

THIS AMENDMENT is entered into this _____ day of _____, 2003, by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 ("DISTRICT"), and SEMINOLE COUNTY ("COUNTY"), whose address is 520 West Lake Mary Boulevard, Suite #200, Sanford, Florida 32773.

WHEREAS, DISTRICT and COUNTY entered into an Agreement on June 13, 2000, for a pollution abatement and flow attenuation facility treating stormwater and reducing flood levels in the Little Econlockhatchee River Basin and amended the Agreement on September 26, 2001 (Amendment #1) and October 7, 2002 (Amendment #2); and

WHEREAS, DISTRICT and COUNTY desire to further modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, DISTRICT and COUNTY hereby agree to the following amendments:

ARTICLE II – SCHEDULE OF WORK AND EFFECTIVE DATE: Revise Paragraph "B" to read as follows:

"B. COUNTY will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the AGREEMENT, to prosecute the Work diligently, and to complete the entire Work for use by not later than June 30, 2005, unless the date is extended by mutual agreement of the parties hereto. For the purposes of this AGREEMENT, initiating the COUNTY's process of developing a scope of work for a contractor or initiating the process for selecting a contractor shall be considered as commencing work. Time is of the essence."

2. **ARTICLE VIII – COMPENSATION:** Revise Paragraph "A" to read as follows:

"A. **Amount of Funding:** For satisfactory performance of the Work outlined in the Contract, DISTRICT agrees to pay COUNTY an amount not to exceed \$1,000,000 (Agreement Year 1: \$250,000; Amendment #1: \$250,000; Amendment #2: \$250,000; and Amendment #3: \$250,000).

3. Delete Exhibit "A" – Revised Scope of Work in its entirety and replace it with the attached Exhibit "A" – Revised Statement of Work (December 2002).

DISTRICT and COUNTY agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth above.

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

By: _____
Kirby B. Green III, Executive Director

**APPROVED BY THE OFFICE
OF GENERAL COUNSEL**

By: _____
John W. Williams, Deputy General Counsel

SEMINOLE COUNTY

By: _____

Typed Name and Title

Attest: _____

Typed Name and Title

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

By: _____
Daryl McLain, Chairman
Board of County Commissioners

Date: _____

For the use and reliance of
Seminole County only.
Approved as to form and legal
sufficiency.

As authorized for execution by the Board of
County Commissioners at their
_____, 2003 regular meeting

County Attorney

Date

EXHIBIT "A" – REVISED STATEMENT OF WORK
LITTLE ECONLOCKHATCHEE RIVER: CRANE STRAND SYSTEM
RETROFIT PROJECT & STORMWATER PARK (DECEMBER 2002)

I. BACKGROUND

The Crane Strand System Stormwater Retrofit Project is located within the Little Econlockhatchee River watershed of the Econlockhatchee River: Middle St. Johns River Basin. The Middle St. Johns River SWIM Plan, approved in January 2002, includes primary initiatives of water quality enhancement, support of watershed master plans and the implementation of stormwater retrofit projects. This contract serves to provide technical and funding support to local governments (Seminole County) in the implementation of stormwater retrofit projects in the Little Econlockhatchee River subbasin.

The Little Econlockhatchee River subbasin has become heavily urbanized as the Greater Orlando area has grown over the years. Some of the development occurred prior to the current stormwater retention and detention requirements and the Little Econlockhatchee Basin has experienced water quality deterioration and flooding impacts. Orange and Seminole counties have completed basin-wide evaluations to include a system inventory, floodplain revisions, identification of system deficiencies, and recommendations for retrofit activities addressing flooding and water quality concerns with both local and regionally significant corrective alternatives. A watershed that has been identified in the master planning effort that is in need of water quality and flood attenuation improvements is the Crane Strand System. The Crane Strand system, along with the Little Econlockhatchee and the Econlockhatchee Rivers are all specifically listed as 303d impaired water bodies.

II. OBJECTIVES

The objectives of this project include the successful identification of a cost-effective and feasible stormwater retrofit project for water quality enhancement of the Crane Strand watershed. Pollutant load analyses will be performed on the alternative to verify the effectiveness that the project will have on the receiving water body. Measurable goals for pollutant reduction will be identified in the first tasks of this effort, prior to expenditure of funds on final design and land acquisition. Upon identification of a feasible and effective project, COUNTY will complete the land acquisition, final design, permitting, and construction phases for full project implementation.

III. SCOPE

The Crane Strand System Stormwater Retrofit Project is located within the Little Econlockhatchee River watershed, Seminole County. Scopes of work shall be developed specifically for each of the phases of the project. DISTRICT staff shall coordinate with COUNTY staff as they develop the Scopes of Work to ensure that the objectives of DISTRICT funding are met.

IV. TASK IDENTIFICATION

COUNTY shall complete the tasks outlined for this project, including alternative analyses, design, permitting, construction, and long-term operation and maintenance. DISTRICT will provide

cooperative funding, regional coordination, and technical support in the implementation of the project. Tasks include:

- Preliminary Design – Identification of a feasible site and scope through reevaluation of existing design for implementation of water quality treatment only, evaluation of combined effectiveness of several best management practices, evaluation of non-traditional stormwater treatment methods. Each feasible site will be evaluated for effectiveness, pollutant removal capability, water quality treatment capacity, initial costs (land acquisition, capital cost), ecological impacts, implementation considerations (practicality), social acceptability, reliability, operation and maintenance costs, and permitting feasibility. DISTRICT staff shall receive copies of all deliverables and will review and comment on the findings and recommendations of this task.
- Land acquisition and Public Information – Public information will be an ongoing task through all phases of this project. Land acquisition will begin as soon as possible once the information from the Preliminary design task identifies the parcel(s) needed for successful implementation of the project. Where possible, discussions with landowners concerning the potential acquisition of their property will begin during the initial task of the project.
- Final design and permitting – Final design and permitting of the selected alternative(s) will occur once the Preliminary Design task is complete and once the scope of work necessary for the final design task is agreed upon by the contractor, COUNTY, and DISTRICT.
- Bid and contracting – Upon completion of the final design and once all necessary land acquisition is finalized, permits obtained, the project will be put out to bid by COUNTY.
- Construction Phase – Once the bid process is complete and contracts are complete, construction will commence on the project. Construction activities will be the responsibility of COUNTY.

V. TIME FRAMES AND DELIVERABLES

The following schedule depicts a conservative time for completion of the Crane Strand Stormwater Retrofit Project. The selection of a complex system or delays in land acquisition may delay the time frame. This can be better predicted as the project proceeds.

Preliminary Design	4 months
Land Acquisition and Public Information.....	through final design phase
Final design and permitting	10 to 14 months (dependent upon project complexity)
Bid and contracting	3 months
Construction	9 to 24 months (dependent upon project complexity)
<u>Invoicing with Status Report</u>	<u>as frequently as monthly, or as periodic as quarterly</u>

VI. BUDGET

The budget for all work associated with this Statement of Work is \$250,000. Payments to COUNTY will be made on a cost-reimbursable basis.