

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Revenue Agreement Between the St. Johns River Water Management District and Seminole County for Development of Master Stormwater Management Plan Pursuant to the Wekiva Parkway and Protection Act

DEPARTMENT: Public Works **DIVISION:** Roads - Stormwater

AUTHORIZED BY: [Signature] **CONTACT:** [Signature] **EXT.** 5622
Gary Johnson, P.E., Director Mike Arnold, Division Manager

Agenda Date 4/12/05 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Revenue Agreement between the St. Johns River Water Management District (SJRWMD) and Seminole County for Development of Master Stormwater Management Plan Pursuant to the Wekiva Parkway and Protection Act.

Districts 3, 4 and 5; Commissioners Van Der Weide, Henley and Carey, respectively (Mark Flomerfelt, P.E.)

BACKGROUND:

In 2004, the Florida Legislature enacted the Wekiva Parkway and Protection Act ("the Wekiva Act") which requires each local government within the Wekiva Study Area to develop a master stormwater management plan. As indicated in a Planning staff briefing on the Wekiva Act presented to the County Commission on January 25, 2005 (Agenda Item 35), a regional approach to achieving compliance with this requirement is recommended. In cooperation with the SJRWMD, local governments have agreed that the objectives of the Wekiva Act can be accomplished most expeditiously and efficiently by pooling their resources in development of a master stormwater management plan that addresses the requirements of all of the affected jurisdictions.

The SJRWMD will assist in development of the master stormwater management plan by retaining and administering appropriate consultant services for its development. The enclosed revenue agreement authorizes payment of \$20,000 to the SJRWMD as the County's share contribution for development of the plan. The District shall contribute \$75,000 to its development, and approximately \$128,000 is being covered by other affected local governments. Completion of the consultant's final report is scheduled for September 30, 2005. Funding for Seminole County's participation in this multi-jurisdictional effort is currently programmed in the Roads – Stormwater Division's budget.

Attachment: Revenue Agreement

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

File No. CPWS01

**REVENUE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR DEVELOPMENT OF
MASTER STORMWATER MANAGEMENT PLAN PURSUANT TO THE
WEKIVA PARKWAY AND PROTECTION ACT**

THIS Agreement is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and SEMINOLE COUNTY (“the County”), whose address is 520 W. Lake Mary Blvd., Suite 200, Sanford, Florida 32773.

WITNESSETH THAT:

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

WHEREAS, in 2004 the Florida Legislature enacted the Wekiva Parkway and Protection Act (“the Wekiva Act”), codified as sections 369.314 – 369.324, Fla. Stat.; and

WHEREAS, pursuant to the Wekiva Act each local government within the Wekiva Study Area, as defined therein, is required to develop a master stormwater management plan, as provided in section 369.319, Fla. Stat.; and

WHEREAS, the local governments subject to the Wekiva Act have agreed that the objectives of the Wekiva Act can be accomplished most expeditiously and efficiently by pooling their resources in developing a master stormwater management plan that addresses the requirements of all of the local governments subject to the Wekiva Act; and

WHEREAS, the District wishes to assist these local governments in development of the master stormwater management plan by administering the contract for its development; and

WHEREAS, the District is already administering an annual contract for multi-disciplinary professional engineering services; and

WHEREAS, the District will accomplish the work for this project in a cooperative effort with the County through a work order issued to a third-party Consultant; and

WHEREAS, the District and the County have determined that it is in the public interest for the District to administer the work for this project.

NOW THEREFORE, and in consideration of the above premises, which are hereby made a part of this Agreement, and the mutual covenants, terms and conditions herein contained, the District and the County, each intending to be legally bound, agree as follows:

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

Term. The term of this Agreement shall be from the Effective Date to the Completion Date.

1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the

event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.

- 2. **Completion Date.** The Completion Date of this Agreement shall be no later than September 30, 2005, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

ARTICLE II - STATEMENT OF WORK

The work to be performed pursuant to the Agreement is specified in the attached Statement of Work (Exhibit A) and Attachment #1 (Wekiva Parkway and Protection Act Master Stormwater Management Plan Draft, January 2005).

ARTICLE III - COMPENSATION

- A. **Funding.** Through this Agreement, the County agrees to pay \$20,000 to the District for the Wekiva Parkway and Protection Act Master Stormwater Management Plan (“the Plan”), as described above. The District shall contribute \$75,000 to its development.
- B. **Invoicing Procedure.** The District shall invoice the County in the amount of \$20,000 within thirty (30) days of the effective date of this Agreement.
- C. **Payments.** The County shall pay the District one hundred percent (100%) of this invoice pursuant to chapter 218, Fla. Stat., as amended, within thirty (30) days of receipt of an approved invoice from the District.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees, acting within the scope of employment. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of sovereign immunity by either party.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers’ compensation insurance as required by their current rules and regulations.

ARTICLE V - PROJECT MANAGEMENT

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

DISTRICT
 Mary Brabham, Project Manager
 St. Johns River Water Management District
 975 Keller Road
 Altamonte Springs, Florida 32714-1618
 407-659-4829
 E-mail: mbrabham@sjrwmd.com

COUNTY
 Mark Flomerfelt, P.E., Project Manager
 Seminole County
 520 W. Lake Mary Blvd., Suite 200
 Sanford, Florida 32773
 407-665-5710
 E-mail: mflomerfelt@co.seminole.fl.us

- B. **District Project Manager.** The District's Project Manager shall be available to the County to respond to questions regarding the project. The District's Project Manager shall keep the County informed as to the progress of the project and any issues requiring a decision by the County and provide the County reasonable opportunities to review and comment upon the work. The District shall be solely responsible for obtaining, managing, and directing the work of its Consultant in completing the work. The District shall provide the County with a copy of deliverables, including quarterly and annual reports prepared by its Consultant regarding the work.
- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party.

ARTICLE VI - TERMINATIONS

- A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than thirty (30) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity for consultation with the other party prior to termination. Upon termination, both parties shall enter negotiations to determine an equitable settlement for payment of all appropriate services, materials, and costs and provide reimbursement to the County of the appropriate unexpended amount.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- A. **Assignment and Subcontracts.** The District shall subcontract the work required for this Agreement through an issuance of a separate contract to a third-party consultant. This Agreement is not assignable by either party without the written consent and agreement of both parties.
- B. **Interest of County.** The County certifies that no officer, agent, or employee of the County has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- C. **Interest of District.** The District certifies that no officer, agent, or employee of the District has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- D. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., the District shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- E. **Audit: Access to Records.** Each party agrees that either party or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any books, documents, papers, and other records involving transactions related to this Agreement. The District shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. The District shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. The District will provide proper facilities for access to and inspection of all required records.

- F. **Release of Information.** Records of the parties that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event a party receives a request for any such records, the receiving party shall notify the other party's project manager within three workdays of receipt of such request. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- G. **Dispute Resolution.** The parties have the mutual obligation to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of this Agreement. The project managers will diligently seek to resolve all matters of dispute. In the event any such disputes cannot be resolved by the project managers, each party will defer resolution to its respective department director for resolution.
- H. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- I. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Orange County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division.
- J. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- K. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the parties hereby agree to trial by the court and waive the right to seek a jury trial in such proceedings.
- L. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.
- M. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- N. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. The County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- O. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and

Seminole County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: _____
Kirby B. Green III, Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

Attachments: Exhibit "A" – Statement of Work
Attachment #1 – Wekiva Parkway and Protection Act Support Master
Stormwater Management Plan Draft, January 2005

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Carlton Henley, Chairman
Board of County Commissioners

Date: _____

As authorized for execution by the
Board of County Commissioners at their
_____, 2005 regular meeting.

Revenue Agreement Between the St. Johns River Water Management District and
Seminole County for Development of Master Stormwater Management Plan
Pursuant to the Wekiva Parkway and Protection Act

**EXHIBIT "A" - STATEMENT OF WORK
REVENUE AGREEMENT WITH SEMINOLE COUNTY FOR DEVELOPMENT OF
MASTER STORMWATER MANAGEMENT PLAN PURSUANT TO THE
WEKIVA PARKWAY AND PROTECTION ACT**

I. INTRODUCTION/BACKGROUND

The State Legislature enacted the Wekiva Parkway and Protection Act during the 2004 session. The Wekiva Parkway and Protection Act is designed to protect the surface and groundwater resources within the springshed of the Wekiva River System, while also guiding the design of the transportation corridor known as the Wekiva Parkway. The Act includes a requirement for the local governments to develop stormwater master plans and to amend their comprehensive plans to implement stormwater plans.

District staff has coordinated with the local governments within the Wekiva Springshed, and the majority of the entities have indicated that they would prefer to complete a regional stormwater master plan rather than each embarking on their own master planning effort. Therefore, the District will issue a work order to its annual engineering consultant to develop a Master Stormwater Management Plan that coordinates the efforts of the local governments.

II. OBJECTIVES

The purpose of this revenue agreement is to develop a mutual agreement between Seminole County and the District for the Wekiva Parkway and Protection Act Support Master Stormwater Management Plan. Seminole County will provide \$20,000 to the District for development of the Plan. The District will issue a work order for this work through its annual engineering services contract.

III. SCOPE OF WORK and TASK IDENTIFICATION

The scope of work and tasks for the engineering services to be accomplished by the District's engineering consultant are outlined in the Wekiva Parkway and Protection Act Support Master Stormwater Management Plan Draft dated January 2005, attached hereto as Attachment #1.

V. TIME FRAMES AND DELIVERABLES

The goal is to complete the work identified in Attachment #1 by September 30, 2005. Deliverables identified in Attachment #1 shall be provided to the District and County by the District's engineering consultant.

VI. CONTRACT BUDGET

The budget for this revenue contract is \$20,000. A specific budget for each of the tasks listed in Attachment #1 will be finalized under the work order authorizing the work by the District's engineering consultant. The County's funding, along with District funding in the amount of \$75,000, and funding from other local governments (approximately \$128,000), to be provided to the District via separate revenue agreements and/or purchase orders, will be utilized to fund the work order with the District's engineering consultant. The total amount of funding available (from all sources) is estimated to be \$223,000. Table 1 in Attachment #1 represents the consultant's estimated total project cost summary for the work (\$217,739).

Attachment #1

(see following pages 1 – 9)

Wekiva Parkway and Protection Act Support Master Stormwater Management Plan Draft January 2005

BACKGROUND

As part of the Wekiva Parkway and Protection Act (Part III of Chapter 369, F.S.), the Wekiva River Basin Coordinating Committee recommended that each local government develop a Master Stormwater Management Plan (MSMP) for their portion of the Wekiva Study Area (WSA). Chapter 369.319, F.S. requires that each local government within the WSA (see **Figure 1**) shall develop a MSMP that:

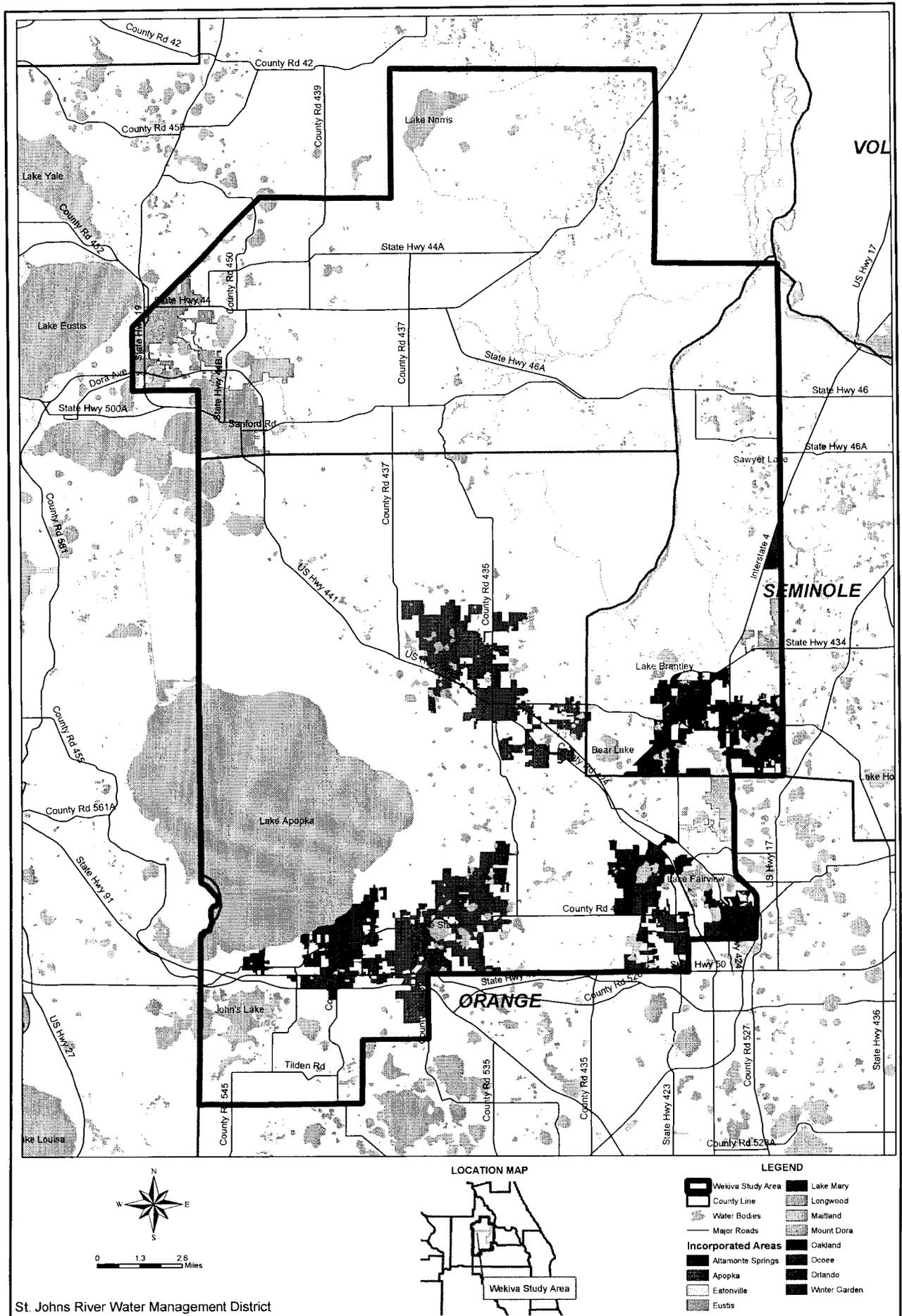
- 1) Assesses existing problems and deficiencies in the community;
- 2) Identifies projects to meet long-range needs;
- 3) Establishes priorities to address existing deficiencies and measures to address redevelopment;
- 4) Establishes a schedule to complete needed improvements;
- 5) Evaluates the feasibility of stormwater reuse; and
- 6) Includes requirements for inspection and maintenance of facilities.

The plan shall also identify a funding source, such as a stormwater utility fee, to fund implementation of the plan and maintenance program. In addition, the local government shall establish a water reuse and irrigation program that allows for reuse of stormwater on a site basis for development over a size threshold to be determined by the local government or on a jurisdiction-wide basis to minimize pumpage of groundwater for nonpotable usage. Previous joint efforts in the area have been successful in the coordination of data, planning, modeling, monitoring, and implementation.

As requested by the SJRWMD, the CONSULTANT will develop an MSMP that coordinates the efforts of the City of Altamonte Springs, City of Apopka, City of Eatonville, City of Eustis, City of Lake Mary, City of Longwood, City of Mount Dora, City of Ocoee, City of Orlando, City of Winter Garden, Town of Oakland, Lake County, Orange County, Seminole County, and the SJRWMD (referred to as Stakeholders).

SCOPE OF SERVICES

The CONSULTANT will perform the following tasks to develop the MSMP to address the required stormwater management, recharge, and reuse requirements for the Stakeholders located in the WSA. Consideration will be given to Stakeholder input on the selection of individual and shared projects using the data collected as part of this Study and the goals of Chapter 369.319, F.S. Each of the following tasks will be developed to a conceptual level of detail.



Task 1 – Assess Existing Stormwater Problems, Deficiencies, and Data

The CONSULTANT will:

- Collect existing digital Geographic Information System (GIS) map data from each Stakeholder that will be considered for use as the project base map. GIS map data may include parcels, roads, topography, land use, environmental features, water quantity and quality problem areas, and aerial photographs. Project mapping will be done using ArcGIS Version 9. The CONSULTANT will collectively work with the Stakeholders to define the project base map parameters.
- Request a copy of completed stormwater master plans (as available) from each Stakeholder including supporting tools (i.e., stormwater models, digital map data, etc.);
- Meet with each of the 15 Stakeholders to collect existing information of known flooding problems, water quality problems, and groundwater related problems and discuss on-going efforts/strategies to mitigate the known problem areas and minimize the potential of creating new problem areas. At the same meeting, the CONSULTANT will discuss with each Stakeholder individual strategies to reduce future flooding problems, to protect water quality, and to protect groundwater, and conserve water;
- Identify Level-of-Service used by each Stakeholder for both stormwater and water quality management based upon data from each Stakeholder;
- Develop WSA serious and nuisance problems definitions for water quantity (flooding and erosion) and water quality;
- Identify and qualitatively assess serious problem areas and stormwater management system deficiencies by jurisdiction;
- Prepare a GIS coverage of the problems on the base map;
- Identify existing surface and groundwater models, their extent, and calibration status with a GIS coverage and summary table of model attributes in terms of total area, hydrologic units, nodes, conduits, storage elements, control structures, aquifer zones, and grid cells as appropriate;
- Acquire and evaluate existing and available rainfall, soils, topography, land use, imperviousness, surface water stage and flow, groundwater well and stage, stormwater permit, water quality, stormwater facility, environmental features, and septic tank data as provided by the Stakeholders;
- Produce a GIS coverage of various applicable hydrologic data based upon the data described above;

- Compile published data on recharge rates within the WSA; and,
- Draft summary notes of the problems, deficiencies, and data collected under this task.

Task 2 - Identify Projects to Meet Long-Range Needs

The CONSULTANT will:

- Develop two planning strategies Stakeholders can consider for water resources planning within the WSA. Strategies may consider combinations of storage, conveyance, floodplain restoration, stream stabilization, recharge, and reuse for the serious problems identified in Task 1 as well as strategies for potential growth areas ("strategic area planning"). The water resources strategies will identify the types of basin management activities that can be pursued by local governments to mitigate existing problems (quality and quantity), promote groundwater protection, and water conservation. The plans will be conceptual in nature and not based upon detailed hydrologic and hydraulic modeling. Detailed hydrologic and hydraulic modeling and groundwater modeling is not part of this scope of services but may be part of the recommendation;
- The CONSULTANT will use the CDM Watershed Management Model (WMM) to evaluate relative annual and seasonal (wet and dry) stormwater-related pollutant loads generated within the WSA. WMM will be used to conceptually evaluate and screen the changes due to changes in land uses and existing and potential future Best Management Practices (BMPs). This subtask will accomplish the following:
 - The CONSULTANT will use existing digital ortho-photographic quadrangles, GIS parcel coverages and available stormwater inventory data to develop basin wide estimates of existing regional BMPs including type, location, and approximate tributary area. Once regional BMPs have been identified, the CONSULTANT will digitize the tributary area served by the regional BMPs using ArcGIS Version 9 and estimate land use types served. Once completed, the CONSULTANT will submit the results to each of the Stakeholders for review and make necessary revisions.
 - The CONSULTANT will map areas served by septic tanks based upon published map data or map information provided by the Stakeholders.
 - The CONSULTANT will recommend event mean concentrations (EMC) values to the Stakeholders to be used for this effort.
 - The CONSULTANT will set up and apply the WMM using nonpoint source loading factors for model input such as runoff coefficients and EMCs, based on available data. The WMM will be set up so that pollutant loads are estimated for the WSA. The CONSULTANT will use WMM results to conceptually evaluate relative annual and seasonal loads (wet and dry) stormwater pollutant loadings generated for the 12 USEPA indicator pollutants (BOD5, COD, TSS, TDS, TP, DP,

TKN, TN (NO₂+NO₃), Pb, Cu, Zn, and Cd). The CONSULTANT will include point sources from any applicable wastewater treatment facilities as well as impacts from septic tanks in the analysis. Discharge data from the wastewater treatment plants (i.e., flow rates and water quality results) will be provided by the Stakeholders in a format that can be readily input into the WMM. Tables and bar charts will be used to present the results.

- When performing the analysis, the CONSULTANT will also pay special attention to those water bodies identified on FDEP's verified list of impaired water bodies and the associated pollutant loads generated within those sub-basins where Total Maximum Daily Loads (TMDLs) have not already been developed by FDEP and/or EPA. The CONSULTANT will evaluate the TMDL parameters of concern using the following methodology:
 - Fecal and Total Coliform – As there is limited published values for EMCs, the CONSULTANT will use the septic tank inventory and existing water quality sampling data as an indicator of potential excessive coliform loadings.
 - DO – The CONSULTANT will compare the BOD₅ and the COD pollutant loading estimates as well as available water quality data for DO to draw conclusions, if any, about water bodies impaired for this parameter and the estimated loadings associated tributary areas.
 - Nutrients (TSI and Chlorophyll a) – Nutrients (TSI and Chlorophyll a) – The CONSULTANT will use a modified version of the WMM that performs an analysis to predict Chlorophyll a levels within 10 lakes as selected by the Stakeholders. The results will subsequently be used to estimate values of the TSI. The CONSULTANT will compare estimated loadings for TN and TP to both predicted and sampled Chlorophyll a and TSI values within the lake. This effort will be used as a planning tool to help identify BMPs needed to meet an acceptable TSI
- Upon completion of the WMM, the CONSULTANT will then identify up to 10 areas where conceptual improvements for water quality retrofit might be warranted based on the pollutant load analysis results for the watershed. The CONSULTANT will coordinate with the Stakeholders to prioritize these 10 areas where potential water quality retrofit projects will be conceptually analyzed. At this point, the CONSULTANT will identify potential BMPs that can be incorporated into each of these 10 projects, but not perform a detailed evaluation. The CONSULTANT will prepare a planning level conceptual cost estimate based on similar types of projects in the region and associated unit costs, not specific quantities.
- Summarize current monitoring done by local governments and identify types of monitoring that may benefit future planning efforts within the WSA;
- Develop a list of up to 15 feasible best management practices (BMPs) that may be applicable to the WSA. The list will consider research published by the Stormwater Management Academy as well as other sources;

- Apply management strategies developed under this task to 10 key projects identified by the Stakeholders to address the problems, deficiencies, and long range needs in the study area based upon the goals of the Wekiva Parkway and Protection Act. Where possible, the CONSULTANT will make recommendations for projects that serve multiple purposes (i.e., flooding and water quality). A conceptual planning level capital cost estimate will be developed for each of the ten projects evaluated in detail. The intent is to provide a model on who the strategic planning process can be applied within the WSA for water resources management and water conservation. Improvements developed through existing master plans will also be included in the project list;
- Prepare notes summarizing the two regional planning strategies, analyses, and ten project evaluations.

Task 3 - Identify and Establish Priorities to Address Existing Stormwater Deficiencies

The CONSULTANT will:

- Work with Stakeholders to develop a prioritization scoring system based on flood control, erosion control, water quality protection, recharge, feasibility of stormwater reuse, wetlands management, project coordination, and life cycle costs (capital operation, and maintenance);
- Work with Stakeholders to weight the ranking criteria;
- Rank the projects from Task 2 based on the scoring system. Projects will be ranked on a study area-wide basis, and on a Stakeholder basis; and
- Prepare a draft MSMP Report Section summarizing the prioritization scoring system and project ranking.

Task 4 - Evaluate and Identify Control Measures to Address Redevelopment

The CONSULTANT will:

- Meet with Stakeholder Planning Departments and the SJRWMD to discuss current and proposed (if any) development and redevelopment control measures for water quantity and water quality;
- Prepare notes summarizing the evaluation and recommendations for control measures for new development and redevelopment being developed by the Stakeholders.

Task 5 - Identify a Schedule to Complete Needed Improvements

The CONSULTANT will:

- Work with the Stakeholders to identify an achievable schedule for project design, permitting, and construction;
- Develop a master schedule that identifies coordination and funding needs over the time period; and,
- Develop notes summarizing the results of this task.

Task 6 - Evaluate Feasibility of Stormwater Reuse

The CONSULTANT will:

- Collect existing and planned reuse system data from each Stakeholder including water conservation measures;
- Evaluate a water reuse and irrigation program that allows for reuse of stormwater on a site basis for development over a size threshold to be determined by the local government or on a jurisdiction-wide basis to minimize pumpage of groundwater for nonpotable usage; and,
- Recommend stormwater reuse practices including pumping from stormwater ponds (basins), retention, and recharge wells; and,
- Develop notes summarizing the evaluation of reuse and recommendations for stormwater reuse

Task 7 - Identify Requirements for Inspection and Maintenance of Stormwater Facilities

The CONSULTANT will:

- Collect existing stormwater system inspection and maintenance procedure data from each Stakeholder. Data will include existing staffing, major equipment, contract services, and maintenance frequency information (as available);
- Work with each Stakeholder to identify improvements to existing stormwater facility inspection and maintenance program within the WSA; and,
- Develop notes summarizing inspection and maintenance requirements for stormwater management systems within the WSA.

Task 8 - Evaluate and Identify a Funding Source

The CONSULTANT will:

- Identify current water resources (i.e., stormwater, groundwater, water quality, water conservation) funding mechanisms used by each Stakeholder as provided by each Stakeholder;

- Work with each Stakeholder to identify funding source options to be used to implement the recommended plan for the WSA. Options, such as a stormwater utility, special taxing districts or impact fees to fund the improvements over the schedule identified in Task 5 will also be considered; and
- Develop notes summarizing funding evaluations and recommendations for program funding.

Task 9 – Comprehensive Plan Support

The CONSULTANT will:

- Facilitate a meeting with Stakeholders to discuss ongoing (if any) comprehensive plan amendment work being developed by the Stakeholder(s) to meet the requirements of the Wekiva Parkway and Protection Act. The SJRWMD planner will help facilitate the meeting;
- Meet with representatives of DCA to discuss template sections for stormwater that the Stakeholders can use as a guide to meet the intent of the Wekiva Parkway and Protection Act. Amendments to each Stakeholders Comprehensive Plan are the responsibility of the Stakeholders; and,
- Each Stakeholder will be responsible for their Comprehensive Plan amendment work.

Task 10 – MSMP Report

The CONSULTANT will:

- Prepare one (1) draft report for each Stakeholder. Each Section of the report will include a subsection for each Stakeholder (as applicable). The prioritization section will include a basin-wide prioritization and will not be based upon jurisdictional lines;
- Incorporate stakeholders comments into the respective draft report sections for each task and generate the MSMP Report in a manner mutually agreeable to the Stakeholder and the CONSULTANT;
- Prepare two (2) copies of the final report for each Stakeholder; and,
- Provide 1 digital copy of the report (text and tables) in Microsoft® Word, Microsoft® Excel and Adobe® *.pdf formats for each Stakeholder.
- Provide digital copy of ArcGIS files used to create mapping for the report.

Task 11 – Meetings and Presentations

The CONSULTANT will:

- Attend five (5) Stakeholder meetings to discuss project status. Meeting arrangements will be coordinated by the SJRWMD.
- Participate in three (3) meetings with SJRWMD staff to coordinate other efforts sponsored within the WSA; and,
- Prepare summary meeting notes for each meeting.

BUDGET

The budget for the services provided by the CONSULTANT in Tasks 1 through 11 is a lump sum amount as shown in **Table 1**.

SCHEDULE

The schedule to complete these services will be a draft of all report sections and appendixes by August 30, 2005 with a completion of the final report and meetings by September 30, 2005.

Table 1
St. Johns River Water Management District
Wekiva River Parkway and Protection Act Support
Master Stormwater Management Plan

CDM
 October-04

| Task No. | Description | Activity | | Total Labor \$ |
|---------------|--|--------------|-----|-------------------|
| | | Total | Hrs | |
| 1 | Assess Existing Stormwater Problems, Deficiencies, and Data | 310 | | \$ 27,440 |
| 2 | Identify Projects to Meet Long-Range Needs | 516 | | \$ 48,120 |
| 3 | Identify and Establish Priorities to Address Existing Deficiencies | 182 | | \$ 16,560 |
| 4 | Evaluate and Identify Control Measures to Address Redevelopment | 140 | | \$ 12,760 |
| 5 | Identify a Schedule to Complete Needed Improvements | 130 | | \$ 12,870 |
| 6 | Evaluate Feasibility of Stormwater Reuse | 146 | | \$ 14,530 |
| 7 | Requirements for Inspection and Maintenance of Stormwater Facilities | 66 | | \$ 6,530 |
| 8 | Evaluate and Identify a Funding Source | 144 | | \$ 15,120 |
| 9 | Comprehensive Plan Support | 56 | | \$ 5,600 |
| 10 | MSMP Report | 404 | | \$ 32,900 |
| 11 | Meetings and Presentations | 144 | | \$ 14,940 |
| Totals | | 2,238 | | \$ 207,370 |

| Total Project Cost Summary | |
|-----------------------------------|-------------------|
| Part 1 | |
| Labor | \$ 207,370 |
| ODC | \$ 10,369 |
| | \$ - |
| Subtotal | \$ 217,739 |
| Total Project Cost | \$ 217,739 |