

RESOLUTION NO. 2008- 124

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 AMONG THE ST. JOHNS RIVER MANAGEMENT DISTRICT, CITY OF BUNNELL, CITY OF DELAND, DUNES COMMUNITY DEVELOPMENT DISTRICT, CITY OF FLAGLER BEACH, FLAGLER COUNTY, CITY OF LEESBURG, MARION COUNTY, CITY OF MT. DORA, CITY OF PALM COAST, ST. JOHNS COUNTY AND VOLUSIA FOR THE DEVELOPMENT OF A PRELIMINARY DESIGN REPORT AND ENCUMBRANCE OF FUNDING FOR THE COQUINA COAST SEAWATER DESALINATION ALTERNATIVE WATER SUPPLY PROJECT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ON BEHALF OF ST. JOHNS COUNTY, ANY DOCUMENTS ASSOCIATED WITH SUCH PROJECT

WHEREAS, the Flagler County 2007 Water Supply Plan identifies the Coquina Coast Seawater Desalination Project as a potential alternative water supply project of regional significance, which is expected to supplement the public water supply of the Suppliers (including St. Johns County) and potentially others through the Suppliers; and

WHEREAS, the Suppliers desire to develop alternative water supply sources in a manner that is protective of the environmental resources of the central and east central Florida region, consistent with SJRWMD'S regional water supply plans, and agree that the Project can be developed in an environmentally sensitive and economically feasible manner; and

WHEREAS, the Parties desire to develop a Preliminary Design Report for the Project, which shall analyze technical data for both a land-based option and an offshore ship-based option and develop the engineering design for the Project option selected by the Suppliers to the point that the Suppliers may proceed with final engineering design and construction of the Project pursuant to a subsequent agreement; and

WHEREAS, the Parties recognize the benefits of regional cooperation and have determined that cost-sharing the preparation and development of the Report is in the public interest and to the economic advantage of the Suppliers; and

WHEREAS, the Suppliers have authority and established funding sources to cost-share the preparation and development of the Report; and

WHEREAS, in order to encumber such funds it will be necessary for the Project to progress toward completion in accordance with the milestones set forth herein and for the Suppliers to establish the governance and funding mechanisms necessary for

construction and operation of the Project in accordance with the milestones set forth herein; and

WHEREAS, the Suppliers have drafted a Memorandum of Agreement, which sets forth the precise terms, provisions, conditions, and requirements associated with the preparation and development of the Report; and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto, and incorporated herein; and

WHEREAS, by participating in this Project now, it will allow the County to better protect the County's future water supply resources; and

WHEREAS, the County has determined that participation in this Project will serve the interests of the County.

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

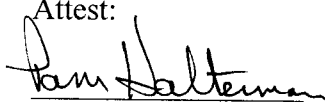
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Memorandum of Agreement among the St. Johns River Water Management District, City of Bunnell, City of Deland, Dunes Community Development District, City of Flagler Beach, Flagler County, Marion County, City of Leesburg, City of Mount Dora, City of Palm Coast, St. Johns County and Volusia County for the development of a Preliminary Design Report and encumbrance of funding for the Coquina Coast Seawater Desalination Alternative Water Supply Project and, authorizes the County Administrator, or designee, to execute on behalf of the County, any documents associated with such project.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 29 day of April, 2008.

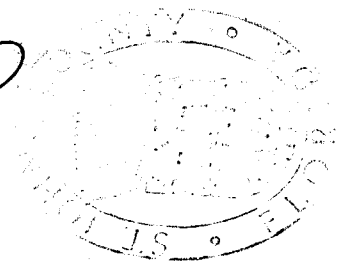
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

  
Deputy Clerk

By:

  
Board Chair



RENDITION DATE 5/2/08

**DRAFT: 4.16.08**  
**MEMORANDUM OF AGREEMENT BETWEEN THE**  
**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT,**  
**CITY OF BUNNELL, CITY OF DELAND, DUNES COMMUNITY DEVELOPMENT**  
**DISTRICT, CITY OF FLAGLER BEACH, FLAGLER COUNTY, CITY OF LEESBURG,**  
**MARION COUNTY, CITY OF MT. DORA, CITY OF PALM COAST, ST. JOHNS**  
**COUNTY AND VOLUSIA COUNTY**  
**FOR THE DEVELOPMENT OF A PRELIMINARY DESIGN REPORT**  
**AND ENCUMBRANCE OF FUNDING**  
**FOR THE COQUINA COAST SEAWATER DESALINATION**  
**ALTERNATIVE WATER SUPPLY PROJECT**

This Memorandum of Agreement (“Agreement”) is made and entered into by and between the St. Johns River Water Management District (“SJRWMD”), 4049 Reid Street, Palatka, FL 32177-2529, and the City of Bunnell, the City of DeLand, the Dunes Community Development District, the City of Flagler Beach, Flagler County, the City of Leesburg, Marion County, the City of Mt. Dora, the City of Palm Coast, St. Johns County and Volusia County, collectively referred to herein as “Suppliers.” SJRWMD and the Suppliers are collectively referred to herein as “Parties.” (insert names of local governments) are included and designated herein as “ex officio” non-voting participants in this Agreement, subject to the terms and conditions contained herein.

**WITNESSETH:**

WHEREAS, the Flagler County 2007 Water Supply Plan identifies the Coquina Coast Seawater Desalination Project (hereafter “the Project”) as a potential alternative water supply project of regional significance, which is expected to supplement the public water supply of the Suppliers and potentially others through the Suppliers, and

WHEREAS, the Suppliers desire to develop alternative water supply sources in a manner protective of the environmental resources of the central and east central Florida region, consistent with SJRWMD’S regional water supply plans, and agree that the Project can be developed in an environmentally sensitive and economically feasible manner, and

WHEREAS, the Parties desire to develop a Preliminary Design Report for the Project (hereafter “Report”), which shall analyze technical data for a land-based option and an offshore ship-based option and develop the engineering design for the Project option selected by the Suppliers to the point that the Suppliers may proceed with final engineering design and construction of the Project pursuant to a subsequent agreement, and

WHEREAS, the Parties recognize the benefits of regional cooperation and have determined that cost-sharing the preparation and development of the Report is in the public interest and to the economic advantage of the Suppliers, and

WHEREAS, the Suppliers have authority and established funding sources to cost-share the preparation and development of the Report, and

WHEREAS, SJRWMD is in support of the efforts of the Suppliers to address water supply planning on a regional basis and is committed to providing financial and technical assistance for the Report and Project, subject to availability of funding, as further described herein, and

WHEREAS, pursuant to sections 373.196, 373.1961(3) and 403.890, Florida Statutes, the Florida Legislature established the Water Protection and Sustainability Program (“WPSP”) to fund the construction of alternative water supply development projects, and established the Water Protection and Sustainability Trust Fund (“the Fund”), to be administered by the State of Florida Department of Environmental Protection (“FDEP”); and

WHEREAS, pursuant to subsection 373.1961(3)(e), Florida Statutes, WPSP recipients must pay at least 60 percent of construction costs, unless the project is sponsored by a financially disadvantaged small local government, and, pursuant to subsection 373.196(6)(a), Florida Statutes, it is the goal of the Legislature that SJRWMD provide an equal match for all funds appropriated from the Fund; and

WHEREAS, pursuant to subsection 373.1961(3)(1), Florida Statutes, all revenues made available from the Fund must be encumbered annually by the Governing Board of the SJRWMD when it approves projects for WPSP funding; and

WHEREAS, SJRWMD seeks to provide WPSP funding for construction of the Project upon completion of the Report, and encumber WPSP funds for such construction prior to completion of the Report and preparation of the Project for construction; and

WHEREAS, SJRWMD may decide to provide ad valorem funding for the preparation of the Report; and

WHEREAS, the Parties shall actively pursue federal funding for the Report and Project constructions as provided for in Sec. 5061 of the 2007 Water Resource Development Act; and

WHEREAS, in order to encumber such funds it will be necessary for the Project to progress toward completion in accordance with the milestones set forth herein and for the Suppliers to establish the governance and funding mechanisms necessary for construction and operation of the Project in accordance with the milestones set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby 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 Parties, each intending to be legally bound, agree to the following:

1. **AUTHORITY.** This Agreement is entered under the following authorities:
  - (a) SJRWMD enters into this Agreement pursuant to Section 373.083, Florida Statutes, which authorizes each water management district governing board to

enter into agreements with other public agencies and private corporations to accomplish the directives and goals of Chapter 373, Florida Statutes.

- (b) (For counties), a county, enters into this Agreement under the authority of its home rule powers, as well as Sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a), and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.
- (c) (For municipalities) The municipalities enter into this Agreement under the authority of Sections 166.021(1), 180.02, and 180.06(3), Florida Statutes, which authorize municipalities to enter into agreements to further their efforts to provide water to their residents and customers.

## **2. REPORT SCOPE OF WORK**

The Report shall be prepared to accomplish the objectives generally set forth in the Summary Scope of Work, attached as Exhibit 1. The Parties shall develop the “Negotiated Scope of Work” to accomplish the objectives of the Summary Scope of Work, which shall be approved by a majority of the Suppliers. The term “Negotiated Scope of Work” means the final Scope of Work that is negotiated with the consultant(s) selected for the development of the Report (“the Consultant(s)”). The scope of work shall include two phases: Phase 1 will primarily consist of an evaluation/comparison of land-based versus ship-based treatment and a determination of the alternative to pursue; Phase 2 will take the project(s) to a 35% design stage. This phase may include Environmental Information Document (EID) and/or Environmental Impact Statement (EIS) tasks if such work is necessary, either to secure federal funds or because of some other Federal permit requirement.

The final Scope of Work that is negotiated with the Consultant(s) shall provide that, upon completion of Phase 1, participating Suppliers may opt out and not participate in Phase 2. In addition, the final Scope of Work shall permit other water suppliers not participating in Phase 1 to opt in and upon payment of an appropriate cost share, participate in Phase 2. Ex officio participants shall be entitled to opt in upon payment of the full amount that would have been required to become a full party less annual payments made.. Every Supplier must agree to add a new participant, not including ex officio participants, to Phase 2.

## **3. GOVERNANCE AND MANAGEMENT OF REPORT PREPARATION**

- (a) All decisions concerning the Report shall be made by the representatives of the Suppliers.
- (b) Regular meetings of the Parties shall be held on a schedule set by the Parties at a place to be determined by the Parties, with an agenda to be provided to the Parties and ex officio members prior to the meetings. Special meetings may be called at

any time by a majority of the Suppliers, with reasonable notice of not less than ten (10) days to all Parties and ex officio members of the matters to be considered at the meeting.

- (c) A majority of the Suppliers' representatives must be present in order to conduct a meeting. All decisions shall be taken by a vote of the Suppliers' representatives present at the meeting. Each Supplier shall have one vote. All decisions shall be made by consensus. Consensus shall mean that no Supplier present objects or opposes the issue under consideration. In the event consensus cannot be reached on an issue, the votes on that issue shall be calculated on a weighted basis, with each Supplier's vote weighted in accordance with the percentage contribution of each Supplier, as set forth in paragraph 4. Ex officio members shall not be entitled to vote, but may participate in discussions at the meetings.
- (d) The Representatives and alternates shall be professional staff employed by the Party or ex officio member. Each Party and ex officio member shall designate its Representative and its alternate by providing written notification to the other Parties and ex officio members. At any time and in its sole discretion, a Party or ex officio member may designate a new Representative or alternate by providing a written notification to the other Parties and ex officio members.
- (e) The City of Palm Coast shall serve as Project Administrator, and shall have overall administrative responsibility for implementing this Agreement. The Project Administrator shall designate a staff member to serve as the Administrative Manager, who shall:
  - (1) Implement the Negotiated Scope of Work under the direction of the Suppliers' representatives;
  - (2) Provide the Parties' and ex officio members' representatives and alternates a monthly report as to the status of each task;
  - (3) Notify the Parties' and ex officio members' Representatives and alternates of the completion of each task within thirty (30) calendar days of completion; and
  - (4) Provide notices, minutes or summaries, and reports to the Parties' and ex officio members' representatives and alternates.
- (f) Each Representative shall have the responsibility to keep his or her Supplier informed of the work being undertaken on the Report.
- (g) All payments pursuant to this Agreement shall be submitted to the Project Administrator and shall reference this Agreement.

- (h) Ex officio participants shall be entitled to all of the rights and responsibilities of Suppliers under this Agreement except that an ex officio participant shall not be entitled to vote.

**4. FUNDING**

- (a) The Suppliers, ex officio members and SJRWMD shall participate financially in the preparation and development of the Report as stated in Exhibit 2. SJRWMD shall contribute thirty percent of the local cost of preparing the Report, based upon the total cost negotiated with the Consultant(s), but not to exceed \$X,XXX.XXX. The cost of providing a consultant to assist the Project Administrator with project administration, which may include serving as Administrative Manager, shall be included within SJRWMD's thirty percent cost share.

The Suppliers and ex officio members shall fund the remainder of the costs necessary to prepare the Report. The amount of funding by each Supplier will be based upon: (1) the number of Suppliers, (2) the amount of public supply water each participating Supplier used in 2006, and (3) the amount of public supply water (annual average) from the Project the Supplier reasonably projects to need pursuant to the formula provided in Exhibit 2. Ex officio members shall contribute Ten Thousand Dollars (\$10,000) per year to participate in the activities set forth in this Agreement, payable annually in lump sum upon receipt of an invoice from the Project Administrator.

- (b) The Suppliers agree to the following estimated contributions (Expected Cost plus 20% Contingency):

<u>Suppliers</u>	<u>Maximum Cost (expected cost plus 20% contingency)</u>	
	<u>Phase 1</u>	<u>Total Cost (Phase 1 plus Phase 2)</u>
City of Bunnell		
City of DeLand		
Dunes Community Development District		
City of Flagler Beach		
Flagler County		
City of Leesburg		
Marion County		
City of Mt. Dora		
City of Palm Coast		
St. Johns County		
Volusia County		

- (c) The Project Administrator may receive a credit against its pro rata share of five percent (5%) of the amount of the contract awarded to the Consultant(s), but not to exceed Twenty-five Thousand Dollars (\$25,000) per year for carrying out its responsibilities hereunder. This maximum credit is incorporated in the overall project budget and the calculation of the financial contribution for all Suppliers.
- (d) The Parties' commitments under this Agreement, either collectively or individually, are contingent upon an availability of funds and annual appropriation by the governing body of each respective Party.
- (e) In the event a challenge to the selection of the Consultant(s) is filed, the Project Administrator shall defend the action. A copy of the challenge shall be furnished to Suppliers immediately upon its receipt by the Project Administrator. The attorneys' fees and costs associated with the defense of the challenge shall be reimbursed to the Project Administrator from the Suppliers on a pro rata basis in accordance with Exhibit 2 within sixty (60) days of receipt of notice from the Administrative Manager. These expenses shall be in addition to the administrative costs provided for in sub-paragraph (b) and shall not count toward the not-to-exceed amount provided for therein.
- (f) Upon completion of negotiations with Consultant(s) and determination of the cost of Phase 1 and the total cost of the Report, and prior to execution of a contract with Consultant(s), the Administrative Manager shall advise each Supplier of its share of the cost of Phase 1 of the Report based upon the formula in Exhibit 2, and shall notify SJRWMD of its 30 percent share. Each Supplier shall then request authorization from its governing body to contract for the full amount of its share of the total cost of the Report. Within sixty (60) days of execution of a contract with Consultant(s), each Supplier and SJRWMD shall remit its cost-share for Phase 1 of the Report to the Project Administrator. Thereafter, the Administrative Manager shall establish a funds contribution schedule by year through consensus with the Suppliers and SJRWMD. SJRWMD shall remit its cost-share in accordance with the contribution schedule established by the Parties.
- (g) Changes in the Negotiated Scope of Work that will cause Phase 1 or the final cost of the Report to increase above the estimates in paragraph 4.(b), above, must be approved by consensus or a weighted majority vote of the Suppliers and shall not be undertaken by the Consultant(s) until each Supplier receives authorization from its governing body to pay the increased cost.
- (h) If the estimated cost of the Report exceeds the actual cost, each Supplier and SJRWMD shall be reimbursed in proportion to its contribution. If the estimated cost is less than the actual cost, the deficit shall be allocated pro rata to each Supplier in accordance with the formula in Exhibit 2 and a notice of deficit shall be prepared and sent to each Supplier. Each Supplier shall remit its share of the deficit to the Project Administrator no more than ninety (90) days from receipt of notice of deficit from the Administrator Manager.

- (i) The cost of Phase 1 of the Report is estimated not to exceed (INSERT EXPECTED PHASE 1 COST HERE). The total cost of the Report to the Suppliers and SJRWMD is estimated not to exceed (INSERT EXPECTED TOTAL COST HERE), (\$\_\_\_\_\_). The Suppliers' liability to contribute to the Report shall not exceed their proportionate share of said amounts plus a 20% contingency, as provided in paragraph 4.(b), unless the amounts are increased by formal action of the governing body of a majority of the Suppliers. If funds from other sources are received for the Report, said funds shall be applied to the cost of Phase 2 of the Report to reduce the amounts due from the Suppliers and SJRWMD, and each Supplier and SJRWMD will either be reimbursed in proportion to its contribution or have its remaining contribution balance proportionately reduced.
- (j) Upon the completion of Phase 1 of the Scope of Work but prior to commencement of Phase 2, each Supplier has the right to terminate its participation in the Report after providing notice a maximum of 30 days following final Phase 1 report delivery to each Supplier confirmed by a signed acknowledgement of receipt.

**5. WPSP FUNDING; ENCUMBRANCE OF FUNDS**

- (a) The Suppliers contemplate that work under this Agreement will lead to a further agreement to fund implementation of the Project throughout its duration. The Suppliers intend to seek WPSP funding for the Project, and will cooperate with each other and SJRWMD in order to allow the Suppliers to seek WPSP funds for Fiscal Year (FY) 2007 and future years. In order to set aside WPSP funds in advance of construction, the Suppliers must establish specific milestones (hereafter "Milestones") for completion of the Report, governance for the Project, construction design and engineering, construction contracting, and commencement of construction, and make satisfactory progress toward achieving the Milestones.
- (b) Subject to the conditions and contingencies provided herein, the Suppliers agree to proceed with the design, permitting, construction, and operation of the Project in accordance with the following Milestones:

- 11/20/08: SUPPLIERS to execute contract with Consultant for the Report
- 11/20/09: Consultant to complete Phase 1 of PDR portion of Report
- 2/26/10: Suppliers negotiate and execute contract for Phase 2 of PDR portion of Report
- 2/25/11: Consultant to complete Phase 2 of PDR Report
- 3/19/12: Suppliers to apply for Consumptive Use Permits CUP(s)
- 2/25/13: Consultant to complete NEPA portion of Report (if only EID required)

and FONSI obtained)

- 5/26/13: Suppliers to solicit for contract(s), which may be a design-bid-build, design-build, design-build-operate, design-build-own-operate, design-build-own-operate and transfer, or other type of contract(s).
- 11/15/13: Begin Design
- 4/29/15: Begin Construction

- (c) The following Milestones shall apply toward completion of the Suppliers' governance agreement regarding the construction, ownership, operation and maintenance of the Project (hereafter "Governance Agreement"):

- 11/27/10: Suppliers to initiate negotiations for development of the Governance Agreement

- 1/20/12: Suppliers to execute and record Governance Agreement

- (d) It is anticipated under the current schedule that construction will be completed on April 18, 2017. The Parties recognize that circumstances may change and affect the above schedule for completion of the Project. A subsequent cost-sharing agreement for the disbursement of the encumbered funds will be executed by the Parties regarding the construction phase of the Project prior to start of construction.
- (e) Subject to funding availability and annual appropriation by the SJRWMD Governing Board, SJRWMD intends to encumber both WPSP and SJRWMD funds adequate to meet SJRWMD's goal of cost-sharing in Project construction prior to the commencement of construction, and to maintain the encumbrance of said funds until the commencement of construction in accordance with the then-current "Procedure for Release of Appropriation and Disbursement of Funds" established by FDEP. A copy of the procedure as of April 19, 2006 is attached hereto as Exhibit 3.
- (f) SJRWMD intends to begin encumbrance of WPSP and SJRWMD funds as early as 2007 for the purpose of having sufficient construction funds encumbered by 2010, and to encumber additional WPSP and SJRWMD funds in subsequent years so as to increase its cost-share participation in the Project; provided, however, that nothing herein shall be construed as creating an obligation for SJRWMD to encumber any such funds. This Agreement shall apply to any WPSP and SJRWMD funds that are encumbered by SJRWMD in 2008 and future years without further amendment, and such funds shall be committed for the purposes of this Agreement, subject to the provisions hereof. In the event of encumbrance of any such funds, SJRWMD shall provide the Suppliers with notice thereof, which shall become an attachment to this Agreement.

- (g) SJRWMD intends that any funds encumbered hereunder will remain encumbered, provided the Suppliers continue to meet the milestones set forth herein. Upon request from the Suppliers, SJRWMD may, in its sole judgment and discretion, agree to amend this Agreement to accommodate revised project milestones, for good cause shown by the Suppliers. SJRWMD may terminate this Agreement, including any fund encumbrances provided for hereunder, if the Suppliers fail to meet the Milestones, as may be amended from time to time.
- (h) In the event the composition of the Suppliers should change as a result of the withdrawal of any Suppliers from this Agreement, addition of new Suppliers, or creation of a new entity to govern implementation of the Project pursuant to the Governance Agreement, SJRWMD shall maintain its funding commitment to the Project provided the remaining Suppliers or the new governance entity have adequate resources to meet the Milestones and successfully complete the Project. The determination in this regard shall be in the sole judgment and discretion of SJRWMD.

## **6. RESPONSIBILITIES OF SUPPLIERS**

Each Supplier, without limitation as to any other duties provided for herein, shall:

- (a) Designate, in writing, a representative to attend all meetings of the Suppliers and an alternate to attend such meetings when the representative is not available.
- (b) Develop solicitation and selection criteria for the Consultant(s) and participate in the selection process and development of the Negotiated Scope of Work in accordance with the Consultant Procurement Procedure set forth in Exhibit 4.
- (c) Participate as needed in preparation of the contract to retain the Consultant(s).
- (d) On an as needed basis, and with reasonable notice, provide SJRWMD, all Parties, and the Consultant(s) access to their lands, facilities, needed records, testing results, and other such cooperation as may be needed for completion of the Report.
- (e) Seek technical assistance, as necessary, from other appropriate sources.
- (f) Participate in meetings as necessary to successfully complete the Report.
- (g) Review, comment on, and approve interim and final deliverables for the Report within the time frame as specified therein.
- (h) Secure additional necessary funds and make their best efforts to obtain governing body approvals prior to approving increased costs for the Report.

- (i) 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 Report.
- (j) Actively pursue federal funding such as is provided in Sec. 5061 of the 2007 Water Resource Development Act.

## **7. RESPONSIBILITIES OF PROJECT ADMINISTRATOR**

In addition to its responsibilities as a Supplier, and without limitation as to any other duties provided for herein, the Project Administrator shall:

- (a) Designate, in writing, an Administrative Manager to coordinate its responsibilities under this Agreement.
- (b) At the direction of the Suppliers, procure the services of the Consultant(s), utilizing the Project Administrator's procurement policies and procedures.
- (c) Prepare and execute contract(s) with the Consultant(s).
- (d) Manage the activities of the Consultant(s) to assure that contract requirements are met.
- (e) Report on a quarterly basis to the Parties and ex officio members the status of the deliverables and expenditures, including projected schedules and expenditures for the next quarter.
- (f) Manage the review of interim and final deliverables.
- (g) Coordinate regularly with SJRWMD and the Suppliers and ex officio members.
- (h) At the direction of the Suppliers, initiate and process funding requests for the Project from revenue sources which have been made available to SJRWMD by the Florida Legislature, unless a Governance Agreement designates a legal entity capable of timely performing this responsibility. However, nothing herein shall preclude a Supplier or ex officio member from initiating or processing funding requests from revenue sources that have been made available to SJRWMD by the Florida Legislature.
- (i) Receive and account for funds from Suppliers, SJRWMD, and other sources.
- (j) Process and pay invoices from the Consultant(s).
- (k) Submit documentation to SJRWMD and/or other grant agencies as necessary to secure other funds for payment of invoices.

- (l) Maintain all of the paperwork relevant to this Agreement and provide copies of any and all paperwork requested by Suppliers.
- (m) Within sixty (60) days after the expiration or termination of this Agreement, provide SJRWMD and the Suppliers with an accounting of the expenditure of funds for the Report and reimburse the Suppliers any portion of the funds which have not been expended on the Report.

## **8. SJRWMD RESPONSIBILITIES**

SJRWMD shall, without limitation as to any other duties provided for herein:

- (a) Subject to annual appropriation of funds by the SJRWMD Governing Board, provide administrative support, as necessary, to assist the Project Administrator in carrying out its duties, and technical support and peer review services, if requested by the Suppliers.
- (b) Designate, in writing, a Representative to attend all meetings of the Suppliers and communicate SJRWMD's position on issues and an alternate to attend such meetings when the representative is not available.
- (c) Identify any potential SJRWMD real property which could be utilized for the Project.
- (d) Actively pursue federal funding such as is provided in Sec. 5061 of the 2007 Water Resources Development Act.

## **9. TERM, AMENDMENT, TERMINATION**

- (a) The term of this Agreement shall commence upon its execution by the last of the Parties. Unless earlier terminated pursuant to the terms hereof, this Agreement shall remain in effect until completion of the Milestones.
- (b) This Agreement shall be reviewed annually by the Parties and may be amended upon written agreement of all Parties.
- (c) Any Supplier may terminate its participation in this Agreement with or without cause by giving ninety (90) days written notice to the other Parties. Upon termination of its participation, a Supplier shall be relieved of all obligations and covenants under this Agreement; provided, however, that the obligation of a Supplier to participate in the funding of the Report pursuant to the formula set forth in Exhibit 2 shall survive its termination if a contract for said services has been executed at the time the Supplier gives its written notice of termination. During the period of the Notice of Termination, the terminating party shall not be entitled to vote in any manner.

- (d) A Supplier's participation may be terminated in whole or in part by majority vote of the remaining Suppliers in the event of substantial failure by a Supplier to fulfill its obligations under this Agreement through no fault of the terminating Suppliers, provided that no termination may be effected unless the alleged defaulting Supplier is given: (1) not less than ninety (90) calendar days written notice, delivered by certified mail, return receipt requested, and (2) an opportunity to consult with the other Suppliers and remedy the default prior to termination. If a Supplier's participation in this Agreement is terminated by the other Suppliers, the terminated Supplier shall be relieved of all obligations and covenants contained in this Agreement, except for the funding obligations, which survive termination as set forth in sub-paragraph (c), above.
- (e) Upon termination of a Supplier pursuant to sub-paragraph (d), above, the remaining Parties may complete the Report without the assistance of the terminated Supplier. The Suppliers completing the Report may fully utilize existing work products in pursuing its completion.
- (f) SJRWMD may terminate its participation in this Agreement, with or without cause, at any time upon ninety (90) calendar days prior written notice to the other Parties. Any such termination shall be effected by delivery to the other Parties of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Notwithstanding the aforesaid, in the event a contract has been entered into with the Consultant(s), the obligation of SJRWMD to participate in funding the services for which it has, by execution of this Agreement, affirmatively agreed to participate in pursuant to paragraph 4(a), above, shall survive its termination as to all funds appropriated by its Governing Board prior to the effective date of termination.
- (g) In the event of: (1) termination by SJRWMD or one or more Suppliers, and (2) the remaining Parties determine not to complete the Report, the Project Administrator shall conduct an accounting of all actual and outstanding contract payment obligations made or owed by the Project Administrator to the Consultant(s) as of the effective date of termination, and shall return any funding provided by the Parties on a pro rata basis for work which the Project Administrator is not obligated to pay the Consultant(s).

## **10. LIABILITY AND INSURANCE**

- (a) Neither this provision nor any other provision in this Agreement shall be construed as a waiver of sovereign immunity by any of the Parties.
- (b) All contracts and subcontracts for any work described in the Negotiated Scope of Work shall require Consultant(s) and sub-consultant(s) to include insurance, hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. Prior to commencement of work, the Consultant(s) and

sub-consultant(s) shall provide evidence of insurance acceptable to the Project Administrator.

## **11. CONSTRUCTION OF AGREEMENT**

Nothing in this Agreement shall be construed to:

- (a) 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 water supply facilities, expand existing facilities, or develop new water supply facilities in order to meet the existing and future water needs of its water wholesale and retail customers, from a dependable, adequate and cost-effective water supply.
- (b) Affect the utility service area of a Supplier, the rights of a Supplier to provide service within its utility service area, or any right or obligation a Supplier may have pursuant to its certificate of authorization or comparable local enabling law.
- (c) Affect, change or modify any existing agreement among the Suppliers or among one or more Suppliers and SJRWMD.
- (d) Impede, interfere with, modify, construe, or waive the private property rights or land ownership rights of SJRWMD, Suppliers, and any entity not a party to this Agreement.
- (e) Impede, interfere with, or supersede the exclusive authority of SJRWMD under Part II, Chapter 373, Florida Statutes, to permit the consumptive use of water. 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.
- (f) Requiring or compel any Supplier to develop the water supply facilities identified in the Report.

## **12. 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.

## **13. 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.

**14. 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 voting mechanism, the funding cap applicable to Suppliers, and the Summary Scope of Work attached as Exhibit 1.

**15. ASSIGNMENT**

No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing by the Parties.

**16. 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.

**17. INTENT REGARDING FUTURE DEVELOPMENT OF WATER SUPPLY SOURCE**

Acknowledging that no specific quantity of water is guaranteed by funding and participating in the development of the Report, the Suppliers express their intent that their funding and participation in the Report allows each Supplier the opportunity to participate in the development of water from one or more water supply sources arising out of the Project as determined by one or more agreements of the Suppliers entered into subsequent to this Agreement, which each Supplier agrees to negotiate in good faith. The Suppliers acknowledge that the development of water resources arising out of the Project is subject to the permitting authority of SJRWMD as described in paragraph 11 (e), above.

**18. CONFLICTS OF INTEREST**

Nothing herein shall prevent a Supplier from raising conflict of interest issues in other matters.

**19. MISCELLANEOUS PROVISIONS**

- (a) 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, venue for such proceedings, if in state court, shall be in Flagler County, Florida, and if in federal court, shall be in the Middle District of Florida, Orlando Division. In any such legal proceedings the Parties hereby consent to trial by the court and waive the right to seek a jury trial as to any issues so triable.
- (b) 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.
- (c) 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.
- (d) Pursuant to Section 216.347, Florida Statutes, the Parties shall not expend any funds under this Agreement to lobby the Legislature, the judicial branch, or any state agency.
- (e) The Parties hereby assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The Parties shall take all measures necessary to effectuate these assurances.

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

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by:

\_\_\_\_\_

**EXHIBIT 1 TO THE MOA**

**SUMMARY OF SCOPE OF WORK**

**FOR**

**COQUINA COAST SEAWATER DESALINATION PROJECT PRELIMINARY  
DESIGN REPORT**

## EXHIBIT 1

### **Summary of Scope of Work**

**for**

### **Coquina Coast Seawater Desalination Project Preliminary Design Report**

#### **I. Introduction**

This draft scope of work (SUMMARY VERSION) for the Coquina Coast Seawater Desalination Project (CCSDP) (Project) Preliminary Design Report (PDR) has been prepared as an attachment to the Memorandum of Agreement (Agreement) and will be included in a Preliminary Design Consultant (Consultant) Request for Qualifications (RFQ) package.

The scope is based on several assumptions which influence the magnitude of the desired preliminary design evaluation preparation effort. The assumptions are:

- There will be a phased approach to the preliminary design. The initial phase will primarily consist of an evaluation/comparison of land-based versus ship-based treatment and a determination of the alternative to pursue.
- Upon completion of the initial phase, an additional preliminary design phase or phases will be pursued to take the project(s) to a 35% design stage. This phase may include Environmental Information Document (EID) tasks if such work is necessary, either to secure federal funds or because of some other Federal permit trigger.
- There may be more than one construction phase
- The initial phase is expected to provide at least 50% of average daily flow (ADF) projections at 2030.
- Subsequent phases will be considered and programmed, which provide sufficient capacity for the Parties through 2050.

A brief outline of the draft scope of work (SUMMARY VERSION) is presented here:

- Phase 1 – Optimization
  - Evaluation/comparison of alternative sources and strategies

- Determination of the best project(s) to pursue
- Phase 2
  - Part I – Preliminary Design Report (35% design documents)
  - Part II – Environmental Information Document (if necessary)

Although the Phase 2 scope of work is presented herein as two distinct parts, it is likely that, if an EID is required, both parts will proceed more or less simultaneously and that considerable interdependencies are expected and coordination among the main parts will be required to proceed in an effective and efficient manner. For example, the preliminary design alternative evaluation must consider factors that will be addressed in the EID, and preliminary design for the initial construction phase must always consider the final or ultimate facilities needs.

It is also currently envisioned that all phases of the preliminary design report will be administered by the City of Palm Coast. However, all key contractual and technical decisions will be made by the Suppliers as per the final PDR Agreement entered into by the Parties.

Active involvement in the preliminary design process, by the Suppliers, will also be required. Participation in a number of preliminary design workshops and timely review of interim work products will be required.

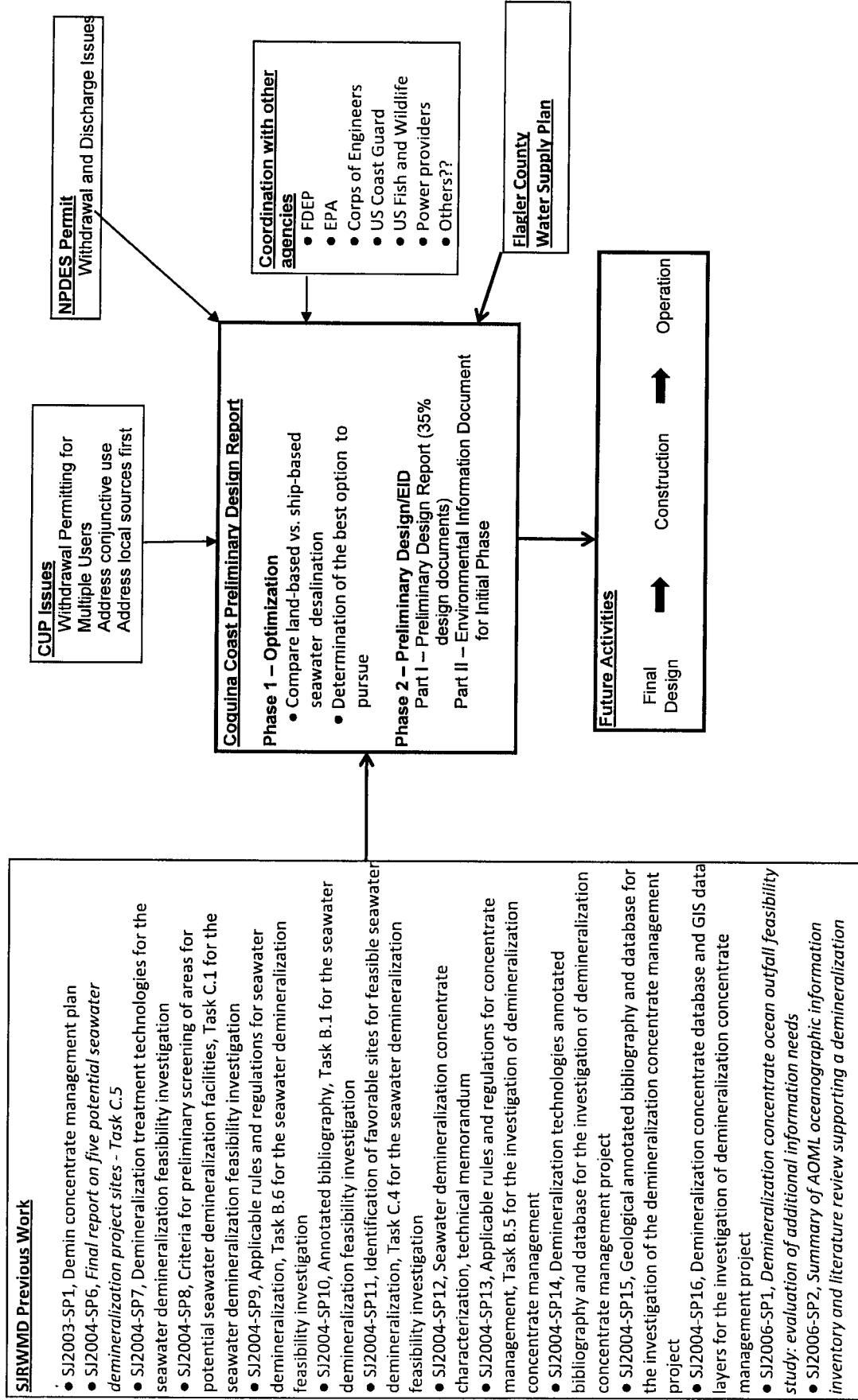
## II. **Interrelationships with Other Activities**

St. Johns River Water Management District (“SJRWMD”) and other agencies may support this preliminary design project in many ways. Exhibit 1A is an interrelationships diagram which generally illustrates how multiple activities will interface with and support the preliminary design evaluation.

III. **Directly related activities by others, as listed in Exhibit 1A include:**

- SJRWMD funded and completed multiple studies to provide better data for Suppliers contemplating seawater as a source.
- Consumptive use permitting (CUP) for a multiple source water supply system serving multiple users is a unique situation which will need to be investigated in parallel to the preliminary design report development. A permitting process that recognizes individual Suppliers' needs as well as the total project needs is required. Conjunctive use, the concept of integrating traditional groundwater source withdrawals with the new alternative supply must be examined and incorporated into the permitting process.
- Permitting the intake and discharge structures is recognized as an important and time-consuming process in developing seawater as a drinking water source. Early coordination with the permitting agency will help assure success with this process.
- SJRWMD will assist in coordination with agencies responsible for permitting decisions including FDEP and others as necessary. It will be important to establish early and frequent communications with these agencies, to help insure that the final selected water supply system alternative is fully permissible. SJRWMD will also continue to provide technical investigations at the conceptual planning level, as appropriate, in support of the preliminary design evaluation.
- Prior to award of the Consultant contract and during its execution, SJRWMD will continue to provide limited technical support as requested.
- The Flagler County Water Supply Plan, SJ2007-SP16, must also be considered in developing this project.

Exhibit 1A – Coquina Coast Seawater Desalination Project Preliminary Design Related Activities



#### IV. **Phase 1—Alternatives Evaluation for Preliminary Design**

Alternatives evaluation is a decision making process. It includes evaluation/comparison of alternative sources and strategies and determination of the best option(s) to pursue.

##### **Project Support (for Phase 1)**

###### **Project Management and Administration**

The Consultant will provide for the efficient and effective management of the alternatives evaluation portion of the preliminary design project including, but not limited to: conducting and facilitating various types of meetings, developing and updating workplans and schedules, conducting workshops, producing interim and final deliverables, establishing communications protocols, cost and schedule control, change management and quality control/quality assurance.

###### **Public Involvement and Communications**

The Consultant will provide the following services:

- Short presentation to each council/commission to introduce the alternatives evaluation portion of the preliminary design
- One public meeting to introduce the project to the public and interested environmental parties.
- Interim meeting to present progress at 50% point, for instance.
- Workshop upon completion to present to public and councils/commissions. This workshop may also serve as a kick off meeting for the Phase 2 work.
- Establish a project web page for the duration of the project for posting of project information; meeting summaries, notices and agendas; and final deliverables. Structure web page so that it can be used project activities after this contract.
- Incorporate energy conservation (green) considerations in PR process.

- **NOTE:** The Suppliers may consider securing the services of a public relations (PR) firm, under separate contract to the governance group, to provide PR services.

### **Information Search and Goal Setting (for Phase 1)**

#### **Assemble Utility Information**

The Suppliers will supply the Consultant with annual average day water demand projections, desired from the Project, through year 2050. Each Supplier will also provide historic use data sufficient for the Consultant to estimate expected water supply demand variations. In addition, facilities information, including existing plant locations and potential tie-in point locations shall be supplied. Also, finished water quality data shall be provided sufficient to fully characterize the quality of the product water currently being delivered by the Supplier. Consultant shall assemble recent, germane studies, such as those listed in Exhibit 1A, in order to better integrate prior work and existing goals and recommendations that bear on this project.

#### **Establish Finish Water Quality Goals**

Working closely with the Suppliers, the Consultant will develop water quality goals for the water to be delivered to the customers, only to the extent necessary to determine the most feasible source.

#### **Raw Water Quality Investigations**

The Consultant will fully investigate the raw water quality of the potential source water. An extensive search will be conducted to locate and assemble all useful water quality data into a single database. All water quality data important to treatability will be assembled. Once the database is complete, a comprehensive analysis of the data will be conducted to provide pertinent

statistical data relating to establishing constituent variability and interrelationships sufficient to form the basis for a treatability study. However, in this phase, the data will be used only as necessary to establish basic treatment criteria sufficient to differentiate treatment options.

### **Treatability Study**

This task, in Phase 1, is meant only to establish sufficient standards for treatability to distinguish between the two candidate treatment options so as to determine the most feasible option. The Consultant will investigate and establish treatment requirements for both options. It is an overall goal of the CCSDP to optimize treatment of the source water, employing proven, reliable seawater treatment technologies, but not to the detriment of implementing the most cost feasible solution. This task does not include determining treatment requirements for final blending with each utility's existing product water(s).

### **Transmission System Routing and Facilities Siting Studies**

Where new transmission pipeline or facilities are required, the Consultant will investigate potential sites and alternative transmission pipeline routings between all potential origin points and all potential destination points. In this Phase 1 portion of the work the Consultant will perform a geographic information (GIS) fatal flaws analysis and accomplish conceptual cost analyses for preliminary conceptual routing.

To the extent necessary only to accomplish Phase 1 goals, where existing facilities or transmission systems will be used, the Consultant will evaluate those systems at a minimum to: determine hydraulic adequacy to deliver current and future water demands and prepare options for enhancement of existing facilities and transport system(s) if required.

## **Alternatives Generation, Evaluation and Selection (for Phase 1)**

In this Phase 1 work, the Suppliers envision that alternatives generation, evaluating and selection will proceed in three steps and will include only trade off analyses. Systems simulation and optimization will not be accomplished in Phase 1. The three steps are: Step 1—development and evaluation of component options, Step 2—development and evaluation of water supply system alternatives, and Step 3—alternatives ranking and selection.

### **Step 1—Water Supply Component Options Identification and Ranking**

Step 1 will focus on identification, evaluation and ranking of individual water supply component options, such as intake structure and pumping station, transmission pipelines, treatment plant(s) location, storage and blending facilities only to the extent necessary to distinguish between the two candidate options and determine the most feasible option. It is not expected in this Phase 1 work that the Consultant will facilitate development of performance factors and criteria with relative weights or that each component will be ranked using the weighted criteria in order to select components from which to assemble complete water systems alternatives. Such detailed work is reserved for Phase 2. However, the Consultant shall specifically evaluate and provide special treatment to the following two issues:

- Identify, evaluate and rank differing intake methods/types for the land-based option. Provide specific recommendations based on cost/benefit for all available, proven technologies options.
- Treatment plant location (for a land-based option) and landfall location (for a ship-based option) to the extent that those locations will affect individual utilities' costs. This shall be in sufficient detail such that each utility is able to make an informed decision about whether to participate in the Phase 2 portion of the PDR.

## **Step 2—Water Supply System Alternatives Identification and Evaluation**

The results of Step 1 will provide relative rankings of the options available for the individual components. These results will be used to assemble promising complete water supply systems for costing and comparison. The Consultant, in close cooperation with the Suppliers, will define up to 3 complete water supply system expansion alternatives for each option.

It is expected that the Consultant will facilitate alternatives identification workshop(s) and document major components and locations of water supply systems to be evaluated.

## **Step 3—Water Supply Systems Alternatives Ranking and Selection**

The ranking of the candidate treatment options will be accomplished in a trade off analysis approach similar to the ranking of component options (Step 1). This will again require the identification of system wide performance functions, the development of criteria to rate these functions and the establishment of relative weights for each identified performance function. Suppliers are particularly interested in evaluation of the permitting risks for all ranked options. The Consultant will then evaluate alternatives using the evaluation criteria and relative weights established for these criteria and rank the candidate options accordingly. A final selection of the preferred option will then be made by the CCSDP Suppliers based on the results of the rankings.

## **Recommended Projects Report (for Phase 1)**

The Phase 1 final report will provide a complete summary of comparative costs and benefits for derived options. . The estimates shall include dollar cost per gallon (both construction and total capital) for each major system or component and as a roll-up for each option considered. In addition, those capital costs shall be annualized (based on factors approved by Suppliers) to a

dollar cost per thousand gallons of production. Those annualized costs shall be combined with operations and maintenance costs to compute a total cost of production expressed in dollar cost per thousand gallons. The option selected by the Suppliers will be fully described in sufficient detail to proceed from Phase 1 to Phase 2 of the preliminary design effort. All previous final Technical Memoranda will be included by reference

The selected option will form the basis for accomplishing Phase 2. It should be noted here that, depending on the option selected by the Suppliers, the type of work and level of effort required by the Consultant in Phase 2 may be quite different. Examples of the differences include:

- If a ship-based treatment option is selected the treatment design will be accomplished by the vendor. In this case the transmission facilities and shore-side facilities will be the primary work of the Consultant but close coordination with the treatment vendor must be maintained. Conversely, if a traditional land-based facility is selected, the Consultant shall be responsible for all aspects of design.
- Upon completion of Phase 1, participating Suppliers may opt out of the project and not participate in Phase 2. Also, other suppliers not participating in Phase 1 may opt in and upon payment of an appropriate cost share participate in Phase 2. In either case the scope of Phase 2 work will change.

The possibility of these distinct outcomes must be recognized in the final negotiated scope with provisions for differing Phase 2 activities, depending on the outcomes and the opportunity to renegotiate the Phase 2 activities and cost.

V. **Phase 2—Preliminary Design Report and Environmental Information Document**

Throughout this section of the document, each work element will be followed by a comment that denotes whether the element will be performed as follows:

- **BOTH**—this element will be performed regardless of which treatment option is selected.
- **LAND**—this element will be performed only if the land-based treatment is selected.
- **SHIP**—this element will be performed only if the vessel-based treatment is selected.

***Part I – Preliminary Design***

Preliminary design is also a decision making process. It involves gathering relevant information, goal setting, alternatives development and evaluation, and selection of an appropriate solution(s). The selection will be made by the CCSDP Suppliers. Therefore, active involvement by the Suppliers, throughout the planning process, will be required to achieve a successful outcome.

This preliminary design portion of the preliminary design scope of work must include the following elements, which are listed below and are grouped into the several categories required for informed decision making. It is anticipated that many elements from the Phase 1 work will serve as the bases for this Phase 2 work. This is assumed for all work in Phase 2 unless otherwise stated. To the maximum extent possible the Consultant shall not duplicate work accomplished in Phase 1.

**Project Support (for Phase 2)**

**Project Management and Administration**

The Consultant will provide for the efficient and effective management of the preliminary design/EID phase including, but not limited to: conducting and facilitating various types of

meetings, developing and updating workplans and schedules, conducting workshops, producing interim and final deliverables, establishing communications protocols, cost and schedule control, change management and quality control/quality assurance. **BOTH**

### **Public Involvement and Communications**

The Consultant will provide the following services:

- Conduct a kick off public meeting for the Phase 2 work, presented to councils and commissions. **BOTH**
- One or more public workshops during the contract duration to the councils and commissions to provide updates at key points in the contract. Key points to be determined by Suppliers with input from Consultant during negotiations. **BOTH**
- Public workshop upon completion to present results to councils and commissions. **BOTH**

### **Information Search and Goal Setting (for Phase 2)**

#### **Assemble Utility Information**

The Suppliers will supply the Consultant with annual average day water demand projections, desired from the, through year 2050. Each Supplier will also provide historic use data sufficient for the Consultant to estimate expected water supply demand variations. In addition, facilities information, including existing plant locations and potential tie-in point locations shall be supplied. Also, finished water quality data shall be provided sufficient to fully characterize the quality of the product water currently being delivered by the Supplier. **BOTH**

#### **Establish Finish Water Quality Goals**

Working closely with the Suppliers, the Consultant will develop water quality goals for the water to be delivered to the customers. **BOTH**

If a ship-based treatment system is selected the Consultant shall assist the Suppliers in conveying treatment and delivery standards to the ship owner and that those standards are correctly incorporated into the water supply contract. **SHIP**

### **Raw Water Quality Investigations**

The Consultant will fully investigate the raw water quality of the selected source water resulting from the Phase 1 work. An extensive search will be conducted to locate and assemble all useful water quality and daily streamflow data into a single database. All water quality data important to treatability will be assembled. Once the database is complete, a comprehensive analysis of the data will be conducted to provide pertinent statistical data relating to establishing constituent variability and interrelationships sufficient to form the basis for a treatability study. **BOTH**

### **Treatability Study**

A pilot study shall be conducted to characterize water quality, evaluate performance of multiple pretreatment components, and document effectiveness of one or more RO element manufacturers. A Pilot Study Plan shall be prepared at the beginning of the study to define study parameters, objectives, and configuration. The pretreatment components of the pilot plant should include sand filtration and microfiltration, or other pretreatment technologies as required by the Suppliers. (Estimated costs to complete this effort presume two pretreatment options.)

### **LAND**

It is anticipated that the study will be sixteen months in duration, with operational field data covering 8 months of seasonal variability. Alternatively, for a more comprehensive evaluation,

study duration of 24 months, with operational field data covering 14 months of seasonal variability, may be considered. **LAND**

The pilot study shall be performed at a site in close proximity to the proposed land side regional desalination facility. The study site shall be located close to the coastal ocean to facilitate intake and discharge. The site shall be suitable for placing either skid-mounted treatment equipment or trailer-fitted equipment at the site, along with all necessary temporary structures and appurtenances, depending on the type of study selected. The site shall have utilities available to serve the pilot plant's needs. Permits shall be obtained from appropriate property owners, local and state regulatory agencies, and utility providers, to construct and operate the pilot plant at the selected site. **LAND**

Water quality characterizations shall include raw sea water at the pilot plant intake, pre-treated water prior to reverse osmosis, final product water, and demineralization concentrate. Laboratory work shall include sampling, testing, and analysis both on site and outsourced to a National Environmental Laboratory Accreditation Conference (NELAC) facility. A preliminary listing of tasks expected to be performed for the pilot plant study are:

- Prepare, Submit & Obtain Owner Approval & Required Permits for Pilot Study Plan **LAND**
- Review Site, Layout Infrastructure Requirements, and Sign Agreements **LAND**
- Site Work, Mobilization, and Setup of Pilot Plant **LAND**
- Operate and Maintain Plant and Collect and Analyze Data **LAND**
- Demobilize, Site Restoration, and Closeout Permits **LAND**
- Compile and Evaluate Data **LAND**
- Prepare, Submit, and Gain Approval for Final Report of Findings **LAND**

A report of findings shall be prepared and distributed to interested parties for review and comment. The report shall then be revised and finalized. The report shall include engineering analysis and evaluation of pretreatment methods, RO performance, water quality characterizations, and recommendations concerning a basis of design for the regional land side plant. **LAND**

The Consultant will investigate and establish treatment requirements for the candidate source water withdrawal points. Treatment requirements for final blending with each utility's existing product water will be developed. **BOTH**

#### **Transmission System Routing and Facilities Siting Studies**

Where new transmission pipeline or facilities are required, the Consultant will investigate potential sites and alternative transmission pipeline routings between all potential origin points and all potential destination points. At a minimum, each of the potential sites and routings will be characterized in terms of: availability, ownership and acquisition cost; potential environmental impacts and permitting requirements; potential conflicts and ease of construction; and public acceptance. In this Phase 2 portion of the work the Consultant will build upon the GIS fatal flaws analysis from Phase 1. For the selected source the Consultant will refine options and develop costs to determine optimum solution. Where existing facilities or transmission systems will be used, the Consultant will evaluate those systems at a minimum to: determine hydraulic adequacy to deliver current and future water demands and prepare options for enhancement of existing facilities and transport system(s) if required. **BOTH**

## **Alternatives Generation, Evaluation and Selection (for Phase 2)**

The Suppliers envision that alternatives generation, evaluating and selection will proceed in four steps and will include trade off analysis, systems simulation and optimization. The four steps are: Step 1—development and evaluation of component options, Step 2—development and evaluation of water supply system alternatives, Step 3—alternative water supply systems ranking and selection, and Step 4—creating plans and specifications at the 35% design phase, including owner's estimate of cost. **BOTH**

### **Step 1—Water Supply Component Options Identification and Ranking**

Step 1 will focus on identification, evaluation and ranking of individual water supply component options, such as:

- intake structure and treatment plant (**LAND**)  
(Note: Suppliers particularly want Consultant to investigate various intake types that might offer advantages over conventional intakes in entrapment and entrainment performance.)
- pumping station and transmission pipelines (**BOTH**), and
- storage and blending facilities (**BOTH**).

It is expected that the Consultant will facilitate development of performance factors and criteria with relative weights and that each component will be ranked using the weighted criteria in order to select components from which to assemble complete water systems alternatives.

**BOTH**

### **Step 2—Water Supply System Alternatives Identification and Evaluation**

The results of Step 1 will provide relative rankings of the options available for the individual components. These results will be used to define promising complete water supply systems for

simulation and evaluation. The Consultant, in close cooperation with the Suppliers, will define up to **3** complete water supply system expansion alternatives for evaluation. These will include various combinations of water withdrawal locations (**LAND**), water treatment plant locations (**LAND**), shore-side facilities (**SHIP**), transmission systems (including re-pumping and re-disinfection), and water treatment goals. (**BOTH**)

If ship-based treatment is selected the Consultant shall coordinate with the ship owner to develop/acquire performance criteria for the ship-based delivery system in order to properly design the interfaces necessary to operate the system. In addition the Consultant shall assist the Suppliers in assuring that their delivery requirements are adequately represented to the ship owner.

The Consultant will develop water supply system continuous simulation models to simulate and evaluate operations of each identified system alternative over time. For each individual water supply system alternative, the system will be optimized such that overall production costs are minimized. Optimization will involve identification of that combination of component capacities that will reliably deliver the target water supply yield at minimum life cycle costs. **BOTH**

It is expected that the Consultant will facilitate alternatives identification workshop(s) and document major components and locations of water supply systems to be evaluated. Further, it is expected that a continuous simulation model for each optimized water supply system alternative will be developed. **BOTH**

### **Step 3—Water Supply Systems Alternatives Ranking and Selection**

The ranking of the candidate water supply system alternatives will be accomplished in a trade off analysis approach similar to the ranking of component options (Step 1). This will again require the identification of system wide performance functions, the development of criteria to rate these functions and the establishment of relative weights for each identified performance function. The Consultant will then evaluate alternatives using the evaluation criteria and relative weights established for these criteria and rank the candidate water supply system alternative accordingly. A final selection of the preferred alternative will then be made by the CCSDP Suppliers based on the results of the water supply systems alternatives rankings. **BOTH**

### **Step 4—35% Design Plans and Specifications and Costs**

Plans and specifications shall be sufficient to allow Suppliers to submit project for any and all environmental and consumptive use permits and to move directly to final design or other form of procurement, such as design-build. Costs shall be sufficiently accurate to form a basis for an ownership/operation agreement among the Suppliers. Exact content of the plans, specifications and costs shall be determined by Suppliers, with input from Consultant during negotiations.

**BOTH**

### ***Implementation Plan PHASE 2***

#### **Project Delivery and Financing (for Phase 2)**

The selected alternative will be further defined and described in terms of phasing, project delivery options and financing opportunities and options. Phasing options to be investigated will include construction of the entire project in one or more phases, or the construction of certain

major components (e.g. pipelines) in a single phase with construction of other components (e.g. treatment plants) in multiple phases. **BOTH**

In addition, the various project delivery options will also be fully explored and evaluated by the Consultant. Many variations on these main project delivery models can be formulated, particularly if Public Private Partnerships are a viable option. The facility planning Consultant will investigate all viable project delivery and financing options including Public Private Partnerships as applicable. All funding options potentially available for each project delivery option will be fully explored and evaluated. These will include local funding, state and federal funding as well as private investment including Public Private Partnerships. It is expected that the Consultant will prepare a TM documenting recommended project phasing, project delivery method, financing option and implementation schedule. **BOTH**

#### **Recommended Plan Final Report (for Phase 2)**

The final report will provide a complete summary of the recommended plan. The recommended plan will be fully described in sufficient detail to proceed from 35% design (or design criteria package) to completion of the project. All final Technical Memoranda will be included by reference. **BOTH**

The final deliverable will include plans and specifications completed to the 35% design stage for the project. **BOTH**

## VI. Phase 2—Part II – Environmental Information Document (EID)

### EID vs. EIS Considerations

Note that the utilities cannot predict if an EIS will be required but must plan for that event. The following section outlines the tasks for an EID. An EIS may be accomplished, either as a result of an EPA review of the EID that determines that the project will cause significant impacts to one or more resources, or because the utilities elect to accomplish one without submitting an EID. If this is the case this EID scope is appropriate for use to accomplish an EIS with the following notes:

- The task structure is the same but the EID is largely (but not exclusively) a desktop evaluation while an EIS involves more intense field work and a more detailed analysis of alternatives.
- The EIS will include a mitigation plan to compensate for the unavoidable impacts identified.
- Expect the level of effort to be between 75% and 100% greater for an EIS than an EID.
- The EIS may include some additional data collection, surveys or investigations.

### Introduction

The purpose of this task is to complete an Environmental Information Document (EID). The EID is required to receive federal funds for this project. Development of the EID must conform to the National Environmental Policy Act (NEPA) process.

The National Environmental Policy Act (NEPA) applies to the special appropriations projects (SPAPs), such as projects funded through State Tribal Assistance Grants (STAG) and Water Resource Development Act (WRDA) grants. The NEPA regulations that apply to the SPAPs are the Council of Environmental Quality's implementing regulations at 40 CFR Parts 1500-1508 and EPA's NEPA regulations at 40 CFR Part 6, Subparts A through D. In January 1995, EPA issued two memorandums describing how the NEPA requirements and the intergovernmental

review regulations at 40 CFR Part 29 apply to special appropriations projects that were authorized in fiscal year (FY) 1995. The requirements found in those memorandums also apply to the SPAPs authorized by the EPA Appropriations Acts for FY 1996 through the present.

EPA reviews all SPAPs to assure compliance with NEPA and other environmental laws and regulations, such as the Endangered Species Act. Each grantee must complete an Environmental Information Document (EID) that describes and evaluates the environmental impacts of the feasible alternatives, including the No Action alternative.

The Environmental Protection Agency (EPA) will review the EID and make a determination as to the environmental effects of the proposed project. If the project is found to have no significant effect, then the EPA will document their findings with the preparation of an Environmental Assessment (EA) and issue a Finding of No Significant Impact (FONSI). If the EPA review cannot support a FONSI, then an Environmental Impact Statement (EIS) will have to be prepared. A well-prepared EID will provide the basis for the preparation of the EIS. If an EIS needs to be prepared, alternatives to mitigate impacts to affected environmental resources will need to be further examined and additional consultation may need to occur with other federal and state agencies that have jurisdiction over specific environmental resources. **BOTH**

Public participation also needs to be included in the project planning process. One or a series of public meetings should be held to present the proposed project to the public and discuss both the environmental and financial impacts. A record of the public meeting(s)/hearing(s) and proof of advertising should be included in the EID. **BOTH**

It is expected that the Consultant will integrate the preparation of an EID and/or EIS into the preliminary design evaluation and that they should be submitted simultaneously. In addition, both documents should be “tiered” in order to “to eliminate repetitive discussion of the same

issues and to focus on the actual issues ripe for decision at each level of environmental review”

(40 CFR1508.28 and 1502.20). Tiering may be applied to the CCSDP as follows:

- The project may be constructed in multiple phases. The first or initial phase may provide a quantity of water that is less than the ultimate quantity to be supplied by the project. The second and subsequent phases may provide water required by the Suppliers through 2030 or beyond. Phase 1 must already be in place for Phase 2 and subsequent phases to function successfully. The EID must consider foreseeable additional phases to be considered complete. **BOTH**
- This document must be both a programmatic EID and a site-specific EID. As a programmatic document it must address, at a general level, the environmental effects of the overall project selected and the alternatives considered including such things as public water supply benefits, impacts to the source, effects of construction etc. As a site-specific document it must also address each of these issues in sufficient detail at a smaller scale (for example, the determination of the exact location of withdrawal points from the source) for final decision making and for compliance with NEPA requirements. **BOTH**

### **Component Options**

Available options for each major component required to provide a complete public supply water supply project from raw water withdrawal to blending with existing finished water supplies.

Examples of major components include:

- Intake structure and pumping station **LAND**
- Raw water transmission pipeline **LAND**
- Seawater treatment plant **LAND**
- Treated seawater receiving facilities **SHIP**
- Treated water storage facilities **BOTH**
- Treated water pumping station(s) **BOTH**
- Treated water transmission pipeline(s) and appurtenances **BOTH**
- Final Finished Water Blending Facilities **BOTH**

## **System Alternatives**

A system alternative is a complete array of component options that will provide the needed additional public supply water supply at the required delivery points.

### **Task 2.1: Initial Data Collection**

The Consultant will conduct an initial data needs assessment to identify information and data needed to develop and do an initial screening of alternatives and their respective component facilities. Once data needs are determined a data gap analysis will identify the additional data that needs to be acquired. Some of the data needed to develop and screen an initial list of alternatives is already in possession; the remaining data and information is expected to be available from the Suppliers, SJRWMD, FDEP, local agencies, and federal agencies. Agencies will be contacted to secure the needed information and databases. Once acquired all data sources will be reviewed to verify that they meet the needs of the project. Additional follow up as needed will be done to complete data acquisition. It is anticipated that part of the verification process will require infield verification of physical conditions such as land use and habitat, soils, protected species, other pertinent environmental data, and presence of existing facilities (residential, government, commercial, industrial, transportation, etc.)

This effort will focus on assuring that the development and evaluation of alternatives conform to the NEPA process. EID team will participate in one or more workshops with project staff and the Suppliers during the development and optimization of alternatives.

## **Task 2.2: Initial Environmental Screening**

The initial environmental analysis will be a screening process to eliminate unfeasible options for both individual project components and potential alternatives. The initial components to be evaluated are as follows.

- Raw Water Diversion Structures (Intakes) and Pumping Stations
- Raw Water Transmission Pipelines
- Concentrate discharge and management facilities
- Other Sources Raw Water Diversion and Pumping Stations
- Other Sources Raw Water Transmission Pipelines
- Water Treatment Plants
- Treated, Raw, or Partially Treated Water Transmission Pipelines to Suppliers
- Treated Water Pumping Stations
- Surface Water Storage Reservoirs/Tanks
- ASR/Direct Recharge Systems
- Blending Facilities
- Other Components

Component options will be screened for general facility characteristics related to construction and operation as well as location specific issues. The screening review will include, but not be limited to the potential impacts to the following resources:

- Noise
- Air quality
- Geology, topography, and soils
- Surface water and groundwater (quality and quantity)
- Stormwater and drainage
- Rivers, streams and floodplains
- Land use
- Biological resources—vegetation, wildlife, protected species, wetlands
- Cultural resources—historical and archaeological resources
- Socioeconomic resources—population, employment, schools, recreation, social justice
- Visual/ Aesthetic Character
- Transportation, traffic and safety
- Utilities
- Solid Waste
- Hazardous materials and waste
- Other

Following the screening analysis the list of additional data and information will be revised and the additional data will be obtained.

### **Task 2.3: EID Project Coordination**

EID staff will facilitate the water resources analysis to assure that the analysis supports the development and evaluation of alternatives and conforms to the NEPA requirements and the needs of the EID. EID team members will participate in one or more workshops with project's PDR staff and the Suppliers during the Water Resource Analysis.

#### **Facilitate Alternatives Evaluation**

EID team members will facilitate the development and evaluation of the list of alternatives that emerge from the screening review in Phase 1. This effort is expected to be an evaluation of up to 10 candidate alternatives.

This effort will focus on assuring that the development and evaluation of alternatives conform to the NEPA process. EID team members will participate in up to two workshops with project staff, Suppliers and stakeholders during the evaluation and optimization of alternatives.

#### **Facilitate Development of Alternatives Shortlist**

EID team members will facilitate the development of the alternatives shortlist. It is expected that up to 10 alternatives will be selected for further review and evaluation.

This effort will focus on assuring that the development and evaluation of alternatives conform to the NEPA process. EID team will participate in up to two workshops with project staff and the Suppliers during the development of the short list of alternatives.

Prior to preparation of the EID, consultant will obtain concurrence for the proposed project from the crosscutters, such as the State's Historical Commission, the US Fish and Wildlife Service,

the US Army Corps of Engineers (wetlands, Section 404 permits, dredge and fill, structures placed in navigable waterways). The list agencies and their respective jurisdictions are provided in Appendix A.

#### **Task 2.4: Final Environmental Assessment of Selected Alternative**

The EID team will conduct a detailed environmental assessment of the preferred alternative. This effort will focus on assuring that the detailed environmental assessment of the preferred alternative will conform to the NEPA process. Additional data collection, if necessary, will be performed to assess the preferred alternative. It is anticipated that this may require more detailed infield verification.

#### **Task 2.5: Prepare EID Documents**

The EID team will compile an Environmental Information Document (EID) that describes and evaluates the environmental impacts of the feasible alternatives, including the No Action alternative. The general content of the EID will be as follows:

- Executive summary
- Purpose and need
- Alternatives including the proposed action
- Affected environment
- Environmental consequences
- List of preparers
- List of agencies and persons consulted
- References
- List of acronyms and abbreviations
- Appendices – Agency coordination, Others as needed
- Summary
- FONSI or NOI

A detailed outline of the EID is provided in Attachment B.

EID team members will prepare the draft EID document in two stages, a preliminary draft and then a final draft. This effort will focus on assuring that the development and

evaluation of alternatives and selection of the proposed action all conform to the NEPA process.

The Preliminary Draft will be submitted to the Suppliers and stakeholders for their review. Comments regarding the Preliminary Draft will be addressed resulting in the Final Draft EID. The Final Draft EID will be submitted to EPA for review. EPA's comments will be addressed as the Final EID.

### **Finalize and Submit EID**

The finalized EID will be submitted to EPA and will be noticed and made available for a 30 day public comment period. The EPA will review the EID and make a determination as to the environmental effects of the proposed project. If the project is found to have no significant effect, then EPA documents their findings with the preparation of an Environmental Assessment (EA) and issues a Finding of No Significant Impact (FONSI) for a 30-day comment period. Completion of the 30-day comment period without significant adverse opposition will complete the environmental review process. If the EPA cannot support a FONSI, the applicant will be required to take part in an Environmental Impact Statement.

### **Task 2.6: Requests for Additional Information**

Specific request for additional information from the stakeholders and the public will be handled to extent possible during the course of the project. These requests are expected to come via meetings, workshops and other points of contact with the public and regulatory agencies.

### **Task 2.7: Regulatory Meetings**

Numerous contacts and meeting with the federal, state and local agencies will be needed to develop, screen, rank and select alternatives, and then develop the EID. It is anticipated that up

to 6 agency meetings meeting will be require during the performance of Subtasks 2.1 through 2.6.

As noted, prior to preparation of the EID, the we need to obtain concurrence for the proposed project from the crosscutter agencies, such as the State's Historical Commission, the US Fish and Wildlife Service, the US Army Corps of Engineers (wetlands, Section 404 permits, dredge and fill, structures placed in navigable waterways). The full list of agencies issues that must be addressed are provided in Attachment A.

### **Task 2.8: Public Involvement and Workshops**

Additional public meetings or workshops may be needed to keep public and interested stakeholders apprised of the project and its status. It is anticipated that up to four public workshops will be needed during the course of the project. These public meeting will be scheduled on an as needed basis. All meetings will be advertised at least 30 days in advance.

### **Public Notice, Comment, and Response**

EPA's EID guidance requires public participation at two specific points, 30 day public review periods for the EID and the FONSI, and recommends another in the planning process. Public participation will be included in the project planning process culminating in a public meeting that presents the proposed project to the public and includes discussion of both environmental and financial impacts. A record of the public meeting/hearing and proof of advertising will be included in the EID.

All three events require public notice, and the recording of public comment.

## Attachment A

### Crosscutting Agency Reviews

#### Special Appropriations Projects (SPAPs) Crosscutters

Environmental Authorities	Procedure	Responsible Agency
Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended	Obtain review for all projects	State Historic Preservation Office
Clean Air Act, Pub. L. 84 159, as amended	Coordinate to assure project conforms with state implementation plan (SIP)	State Air Program
Coastal Barrier Resources Act, Pub. L. 97-348	Obtain review if project is located on a coastal barrier island	State Coastal Zone Management Agency
Coastal Zone Management Act, Pub. L 92-583, as amended	Obtain review if project is located in coastal zone	State Coastal Zone Management Agency
Endangered Species Act, Pub. L. 93-205, as amended	Obtain review by USFWS for all projects	U.S. Fish and Wildlife Service (USFWS)
Environmental Justice, Executive Order (EO) 12898 or contact EPA project officer)	Discuss in EID per EPA instructions (see Section 19 in workbook	USEPA
Floodplain Management, Executive Order 11988 as amended by EO 12148	Obtain review if project is located in or affects 100-year flood plain	Federal Emergency Management Agency
Protection of Wetlands, Executive Order 11990	Obtain review if project area contains wetlands	US Army Corps of Engineers
Farmland Protection Policy Act, Pub. L 97-98	Obtain review if project area contains prime farmland	Natural Resources Conservation Service - State Conservationist
Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended	Obtain review for all projects	USFWS
National Historic Preservation Act of 1966, PL 89-665, as amended	Obtain review for all projects	State Historic Preservation Office
Safe Drinking Water Act, Pub. L 93-523, as amended	Obtain review if project could affect sole source aquifer	EPA, Region 4 - Project Officer
Wild and Scenic Rivers Act, Pub. L. 90-542, as amended	Obtain review if project located in area with Wild and Scenic Rivers	National Park Service

## **Attachment B**

### **Proposed Outline of Environmental Information Document**

#### **A. Proposed Project**

1. Project Purpose and Need (specify)
  - a. Water Quality /Water Quantity Problems and
  - b. Public Health Concerns
  - c. Inadequate System or System Components
  - d. More Stringent Regulations
  - e. Other (specify)
2. Project Description
  - a. Project Summary
  - b. Planning Area Description (including a map with facilities)
  - c. Planning Period (time period)
  - d. Description of Project Construction Phases
  - e. Owner and Operator of the Facilities
  - f. Location of the Facilities
  - g. 8.5 X 11 B&W Project Map Suitable for Distribution
3. Relevant Design Parameters
  - a. Description of Major Unit Processes
  - b. Flow Diagram
  - c. Pipe Lengths, Sizes, and Locations
  - d. Basic Design Criteria
4. Project Cost
  - a. Proposed Total Project Cost
  - b. Portion of Total Project Cost Funded by EPA
  - c. List of Amount, Sources, and Status of All Funding Sources

#### **B. Existing Environment As Pertains to Project**

1. Public Health Problems Due to Water Quality
2. Water Quality Problems, algae
3. Surface & Groundwater Hydrology
4. Drinking Water Sources and Supply
5. Physiography, Topography, Geology & Soils
6. Federally Endangered & Threatened Species
7. Air Quality (Non-attainment Area Needs State Sign-off)

8. Environmental Justice Information
  - a. Conditions, Minority & Low Income Areas (include Median Family Income)
  - b. Census Maps
9. Land Use & Development
10. Identification of Floodplains and Wetlands

**C. Existing Drinking Water System**

1. Existing Drinking Water System (DW only)
  - a. Description of Treatment and Distribution System
  - b. Water Demand: Average, Peak
  - c. Surface Water Source (Intake Locations, Permitted and Actual Withdrawal)
  - d. Groundwater Source (Wells & Well Fields)
  - e. Water Storage
  - f. Raw Water Characteristics
  - g. Residuals (sludge) and Backwash Disposal
  - h. Service Area
2. Existing System Performance
  - a. Safe Drinking Water Act Violations
  - b. Other System Problems

**D. Need for Proposed Project**

1. Expanded Description of Need Identified in Section A.1.
2. Land Use Projections
3. Population Forecast
4. Calculations and Assumptions for Forecasted Flow and Residuals
5. Future Environment Without the Project

**E. Analysis of Alternatives**

1. Development of Alternatives
  - a. No-action
  - b. Optimum Utilization of existing facility
    - 1) Flow Reduction
    - 2) Water Conservation
  - c. New Construction Alternatives
2. Alternative Screening (Discussion for each alternative)
  - a. Present Worth or Equivalent Annual Cost
  - b. Reliability
  - c. Complexity
  - d. Environmental Factors
  - e. Feasibility

3. Identification of Selected Alternative

**F. Environmental Consequences and Mitigative Measures for Selected Alternative**

1. Direct
2. Secondary Impacts of Future Growth and Development
3. Mitigation
4. Cross-Cutting Environmental Laws and Sources Consulted
  - a. Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
  - b. Clean Air Act, Pub. L. 84-159, as amended
  - c. Coastal Barrier Resources Act, Pub. L. 97-348
  - d. Coastal Zone Management Act, Pub. L. 92-583, as amended
  - e. Endangered Species Act, Pub. L. 93-205, as amended
  - f. Environmental Justice, Executive Order 12898
  - g. Floodplain Management, Executive Order 11988 as amended by EO 12148
  - h. Protection of Wetlands, Executive Order 11990
  - i. Farmland Protection Policy Act, Pub. L. 97-98
  - j. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
  - k. National Historic Preservation Act of 1966, PL 89-665, as amended
  - l. Safe Drinking Water Act, Pub. L. 93-523, as amended
  - m. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended
5. State Clearing House
6. Necessary Permits (NPDES, 404, etc.) Issued
7. Necessary Inter-local Agreements Executed

**G. Public Participation**

1. Summary of Public Participation
2. Required Documentation
  - a. Public Meeting Date
  - b. Public Meeting Record
  - c. Proof of Publication /Copy of Newspaper Advertisement

**EXHIBIT 2 TO THE MOA**  
**FINANCIAL PARTICIPATION BY PARTIES**

**EXHIBIT 2**

**FINANCIAL PARTICIPATION BY PARTIES**

Table 1. PDR/NEPA Cost Basis (This table will be replaced with one that reflects the specific outcome when we know who will sign the agreement.)

Project	Element	Expected Cost	Maximum Cost (+20%)	Less 30% Cooperative Funding	Palm Coast Admin Reimburse	SJ-provided Project Manager	Incremental Cost to Suppliers	Total Cost to Suppliers
<b>With Marion Land-based (Ph 2 includes pilot testing)</b>								
Phase 1	Report	\$ 839,327	\$ 1,007,192	\$ (302,158)	\$ 25,000	\$ 37,500	\$ 767,535	\$ 6,466,854
Phase 2	Report	\$ 3,181,625	\$ 3,817,950	\$ (1,145,385)	\$ 100,000	\$ 112,500	\$ 2,885,065	
Phase 2	Extra Pilot	\$ 650,000	\$ 780,000	\$ (234,000)			\$ 546,000	
Phase 2	EID	\$ 1,025,636	\$ 1,230,763	\$ (369,229)			\$ 861,534	
Phase 2	EIS	\$ 1,674,667	\$ 2,009,600	\$ (602,880)			\$ 1,406,720	
<b>Ph 2 Totals</b>		<b>\$ 6,531,928</b>	<b>\$ 7,838,314</b>	<b>\$ (2,351,494)</b>	<b>\$ 100,000</b>	<b>\$ 112,500</b>	<b>\$ 5,699,320</b>	
<b>With Marion Ship-based</b>								
Phase 1	Report	\$ 839,327	\$ 1,007,192	\$ (302,158)	\$ 25,000	\$ 37,500	\$ 767,535	\$ 2,803,142
Phase 2	Report	\$ 1,573,826	\$ 1,888,591	\$ (566,577)	\$ 100,000	\$ 112,500	\$ 1,534,514	
Phase 2	EID	\$ 596,540	\$ 715,848	\$ (214,754)			\$ 501,094	
Phase 2	EIS							
<b>Ph 2 Totals</b>		<b>\$ 2,170,366</b>	<b>\$ 2,604,439</b>	<b>\$ (781,332)</b>	<b>\$ 100,000</b>	<b>\$ 112,500</b>	<b>\$ 2,035,607</b>	
<b>Without Marion Land-based (Ph 2 includes pilot testing)</b>								
Phase 1	Report	\$ 782,100	\$ 938,520	\$ (281,556)	\$ 25,000	\$ 37,500	\$ 719,464	\$ 6,151,454
Phase 2	Report	\$ 2,998,391	\$ 3,598,069	\$ (1,079,421)	\$ 100,000	\$ 112,500	\$ 2,731,148	
Phase 2	Extra Pilot	\$ 650,000	\$ 780,000	\$ (234,000)			\$ 546,000	
Phase 2	EID	\$ 974,354	\$ 1,169,225	\$ (350,768)			\$ 818,458	
Phase 2	EIS	\$ 1,590,934	\$ 1,909,120	\$ (572,736)			\$ 1,336,384	
<b>Ph 2 Totals</b>		<b>\$ 6,213,679</b>	<b>\$ 7,456,415</b>	<b>\$ (2,236,924)</b>	<b>\$ 100,000</b>	<b>\$ 112,500</b>	<b>\$ 5,431,990</b>	
<b>Without Marion Ship-based</b>								
Phase 1	Report	\$ 782,100	\$ 938,520	\$ (281,556)	\$ 25,000	\$ 37,500	\$ 719,464	\$ 2,576,101
Phase 2	Report	\$ 1,390,593	\$ 1,668,712	\$ (500,613)	\$ 100,000	\$ 112,500	\$ 1,380,598	
Phase 2	EID	\$ 566,713	\$ 680,056	\$ (204,017)			\$ 476,039	
Phase 2	EIS							
<b>Ph 2 Totals</b>		<b>\$ 1,957,306</b>	<b>\$ 2,348,767</b>	<b>\$ (704,630)</b>	<b>\$ 100,000</b>	<b>\$ 112,500</b>	<b>\$ 1,856,637</b>	
<b>Notes:</b>								
Expected costs are based on task-based man-hour estimates.								
Contingency amounts have been reduced to 20% because of the increased accuracy of the estimates.								
Palm Coast admin cost reimbursements are included at 1 year for Phase 1 and up to 4 years for Phase 2.								
Land-Based Phase 2 Report costs include \$1,462,944 for a short-duration pilot study--8 months with 6 months of testing.								
If additional piloting is deemed necessary it may cost an additional \$650,000 and add at least 6 months duration to EIS Costs shown are additive to the EID costs. If an EID is done in lieu of an EIS the cost is the total of the two line items.								
No EIS costs for partners are expected during preliminary design for the ship-based options. EIS or EIS costs, if any, incurred by the ship-based vendor would likely be embedded in the wholesale rate of water.								
EID and EIS costs for options without Marion are estimated at 95% of options with Marion.								

**Figure 1. Coquina Coast Seawater Desalination Project Cost Share Formula**

			<b>EXAMPLE</b>	
Variable/ Result	=	Formula	=	Variable/ Result
Report Cost (RC)	=	Example Preliminary Design Report/NEPA Work Cost	=	\$4,800,000
A	=	Total number of Suppliers	=	10
B	=	Individual Supplier's 2006 water use	=	5 MGD
C	=	Sum of all Suppliers' 2006 water use	=	40 MGD
D	=	Supplier's requested water use from completed project at 2030	=	14 MGD
E	=	Sum of all Suppliers' requested water use from completed project at 2030	=	70 MGD
Supplier's COST	=	$[(10\% \times RC) / A] + [(20\% \times RC) \times (B / C)] + [(70\% \times RC) \times (D / E)]$		↓
↓	=	$[(0.1 \times \$4,800,000) / 10] + [(0.2 \times \$4,800,000) \times (5 / 40)] + [(0.7 \times \$4,800,000) \times (14 / 70)]$	=	↓
↓	=	$(\$480,000 / 10) + (\$960,000 \times 0.125) + (\$3,360,000 \times 0.2)$	=	↓
Supplier's COST	=	$(\$48,000) + (\$120,000) + (\$672,000)$	=	\$840,000

(The tables on the following pages will be revised and replaced when we know who will sign the MOA.)



Table 2b. Coquina Coast Seawater Desalination Project Cost Apportionment Phase 1 without Marion

Coquina Coast Phase 1 PDR Cost Projection WITHOUT Marion									
Component	Low (-20%)	Expected	Maximum (+20%)	Ad valorem Funding					
Facilities Plan	625,680	782,100	938,520	30%					
EID									
EIS									
<b>PDR/NEPA Cost Projection</b>	<b>625,680</b>	<b>782,100</b>	<b>938,520</b>	<b>Admin costs reimbursed to Palm Coast (1 year)</b>					
Less Cooperative Funding	(187,704)	(234,630)	(281,556)	<b>25,000</b>					
Maximum Admin Reimburse to Palm Coast	25,000	25,000	25,000						
SJ-Provided Project Manager	37,500	37,500	37,500						
<b>Partners' Share</b>	<b>500,476</b>	<b>609,970</b>	<b>719,464</b>	<b>SJ-Provided Project Manager</b>					
SJRWMD In-Kind Services 3%	18,770	23,463	28,156						
<b>Total Cost</b>	<b>644,450</b>	<b>805,563</b>	<b>966,676</b>	<b>37,500</b>					

Cost Shares										
SUPPLIER	Cost Share Calculations					Partners' Cost Share				
	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER
Bunnell	1	0.45	0.63	0.25%	0.88%	2.13%	\$ 10,654	\$ 12,985	\$ 15,316	Bunnell
DeLand	1	7.00	8.40	3.93%	11.62%	16.56%	\$ 82,862	\$ 100,991	\$ 119,119	DeLand
Dunes CDD	1	0.41	0.25	0.23%	0.35%	1.58%	\$ 7,898	\$ 9,626	\$ 11,354	Dunes CDD
Flagler Beach	1	0.61	0.40	0.34%	0.55%	1.90%	\$ 9,490	\$ 11,566	\$ 13,643	Flagler Beach
Flagler County	1	0.08	0.40	0.04%	0.55%	1.60%	\$ 8,000	\$ 9,750	\$ 11,501	Flagler County
Leesburg	1	5.69	5.00	3.20%	6.92%	11.12%	\$ 55,631	\$ 67,802	\$ 79,973	Leesburg
Mt. Dora	1	3.42	4.00	1.92%	5.54%	8.46%	\$ 42,323	\$ 51,583	\$ 60,842	Mt. Dora
Palm Coast	1	8.34	20.00	4.68%	27.68%	33.36%	\$ 166,970	\$ 203,500	\$ 240,029	Palm Coast
St. Johns County	1	6.10	4.00	3.43%	5.54%	9.96%	\$ 49,858	\$ 60,766	\$ 71,674	St. Johns County
Volusia County	1	3.50	7.50	1.97%	10.38%	13.35%	\$ 66,789	\$ 81,401	\$ 96,013	Volusia County
<b>TOTAL</b>	<b>10</b>	<b>35.60</b>	<b>50.58</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 500,476</b>	<b>\$ 609,970</b>	<b>\$ 719,464</b>	<b>TOTAL</b>

**Notes**

1. 2006 Usage and 2030 projected demands were provided by each utility.

**Table 3a. Coquina Coast Seawater Desalination Project Cost Apportionment Land-based Phase 2 with Marion**

Coquina Coast PDR Land-Based Phase 2 and NEPA Cost Projection WITH Marion									
Component	Low (-20%)	Expected	Maximum (+20%)	Ad valorem Funding					
Facilities Plan (including minimum pilot testing)	2,545,300	3,181,625	3,817,950	30%					
Additional Pilot Testing (if necessary)	520,000	650,000	780,000						
EID	820,509	1,025,636	1,230,763						
EIS	1,339,734	1,674,667	2,009,600						
<b>PDR/NEPA Cost Projection</b>	<b>5,225,542</b>	<b>6,531,928</b>	<b>7,838,314</b>	<b>Admin costs reimbursed to Palm Coast (4 year)</b>					
Less Cooperative Funding	(1,567,663)	(1,959,578)	(2,351,494)	<b>100,000</b>					
Maximum Admin Reimburse to Palm Coast	100,000	100,000	100,000	<b>100,000</b>					
SJ-Provided Project Manager	112,500	112,500	112,500	<b>5,699,320</b>					
<b>Partners' Share</b>	<b>3,870,380</b>	<b>4,784,850</b>	<b>5,699,320</b>	<b>SJ-Provided Project Manager</b>					
SJRWMD In-Kind Services 3%	156,766	195,958	235,149	<b>112,500</b>					
<b>Total Cost</b>	<b>5,382,309</b>	<b>6,727,886</b>	<b>8,073,463</b>	<b>112,500</b>					
Cost Shares									
Cost Share Calculations					Partners' Cost Share				
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER
Bunnell	1	0.45	0.63	0.63%	1.72%	\$ 66,520	\$ 82,236	\$ 97,953	Bunnell
DeLand	1	7.00	8.40	8.30%	12.07%	\$ 467,314	\$ 577,728	\$ 688,142	DeLand
Dunes CDD	1	0.41	0.25	0.25%	1.33%	\$ 51,300	\$ 63,420	\$ 75,541	Dunes CDD
Flagler Beach	1	0.61	0.40	0.40%	1.55%	\$ 60,153	\$ 74,365	\$ 88,578	Flagler Beach
Flagler County	1	0.08	0.40	0.40%	1.34%	\$ 51,743	\$ 63,969	\$ 76,194	Flagler County
Leesburg	1	5.69	5.00	4.94%	8.18%	\$ 316,575	\$ 391,373	\$ 466,171	Leesburg
Mt. Dora	1	3.42	4.00	3.95%	6.26%	\$ 242,336	\$ 299,593	\$ 356,851	Mt. Dora
Marion County	1	13.18	20.30	20.05%	26.36%	\$ 1,020,255	\$ 1,261,314	\$ 1,502,374	Marion County
Palm Coast	1	8.34	20.00	19.75%	24.08%	\$ 931,946	\$ 1,152,141	\$ 1,372,335	Palm Coast
St. Johns County	1	6.10	4.00	3.95%	7.36%	\$ 284,858	\$ 352,163	\$ 419,468	St. Johns County
Volusia County	1	3.50	7.50	7.41%	9.75%	\$ 377,381	\$ 466,546	\$ 555,712	Volusia County
<b>TOTAL</b>	<b>11</b>	<b>48.79</b>	<b>70.88</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 3,870,380</b>	<b>\$ 4,784,850</b>	<b>\$ 5,699,320</b>	<b>TOTAL</b>

**Notes**

- 2006 Usage and 2030 projected demands were provided by each utility.
- EIS Costs shown are additive to the EID costs. If an EIS is done in lieu of an EID the cost is the total of the two line items.

**Table 3b. Coquina Coast Seawater Desalination Project Cost Apportionment Land-based Phase 2 without Marion**

Coquina Coast PDR Land-Based Phase 2 and NEPA Cost Projection WITHOUT Marion				
Component	Low (-20%)	Expected	Maximum (+20%)	Ad valorem Funding
Facilities Plan (including minimum pilot testing)	2,398,713	2,998,391	3,598,069	30%
Additional Pilot Testing (if necessary)	520,000	650,000	780,000	
EID (5% less than with Marion)	779,483	974,354	1,169,225	
EIS (5% less than with Marion)	1,272,747	1,590,934	1,909,120	
<b>PDR/NEPA Cost Projection</b>	<b>4,970,943</b>	<b>6,213,679</b>	<b>7,456,415</b>	<b>Admin costs reimbursed to Palm Coast (4 year)</b>
Less Cooperative Funding	(1,491,283)	(1,864,104)	(2,236,924)	<b>100,000</b>
Maximum Admin Reimburse to Palm Coast	100,000	100,000	100,000	<b>SJ-Provided Project Manager</b>
SJ-Provided Project Manager	112,500	112,500	112,500	<b>112,500</b>
<b>Partners' Share</b>	<b>3,692,160</b>	<b>4,562,075</b>	<b>5,431,990</b>	
SJRWMD In-Kind Services 3%	149,128	186,410	223,692	
<b>Total Cost</b>	<b>5,120,071</b>	<b>6,400,089</b>	<b>7,680,107</b>	

**Cost Shares**

Cost Share Calculations					Partners' Cost Share						
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER
Bunnell	1	0.45	0.63	1.00%	0.25%	0.88%	2.13%	\$ 78,598	\$ 97,116	\$ 115,635	Bunnell
DeLand	1	7.00	8.40	1.00%	3.93%	11.62%	16.56%	\$ 611,299	\$ 755,328	\$ 899,357	DeLand
Dunes CDD	1	0.41	0.25	1.00%	0.23%	0.35%	1.58%	\$ 58,269	\$ 71,998	\$ 85,727	Dunes CDD
Flagler Beach	1	0.61	0.40	1.00%	0.34%	0.55%	1.90%	\$ 70,011	\$ 86,507	\$ 103,002	Flagler Beach
Flagler County	1	0.08	0.40	1.00%	0.04%	0.55%	1.60%	\$ 59,019	\$ 72,924	\$ 86,830	Flagler County
Leesburg	1	5.69	5.00	1.00%	3.20%	6.92%	11.12%	\$ 410,407	\$ 507,104	\$ 603,801	Leesburg
Mt. Dora	1	3.42	4.00	1.00%	1.92%	5.54%	8.46%	\$ 312,232	\$ 385,797	\$ 459,363	Mt. Dora
Palm Coast	1	8.34	20.00	1.00%	4.68%	27.68%	33.36%	\$ 1,231,787	\$ 1,522,010	\$ 1,812,233	Palm Coast
St. Johns County	1	6.10	4.00	1.00%	3.43%	5.54%	9.96%	\$ 367,817	\$ 454,478	\$ 541,140	St. Johns County
Volusia County	1	3.50	7.50	1.00%	1.97%	10.38%	13.35%	\$ 492,722	\$ 608,813	\$ 724,904	Volusia County
<b>TOTAL</b>	<b>10</b>	<b>35.60</b>	<b>50.58</b>	<b>10.00%</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 3,692,160</b>	<b>\$ 4,562,075</b>	<b>\$ 5,431,990</b>	<b>TOTAL</b>

**Notes**

- 2006 Usage and 2030 projected demands were provided by each utility.
- EIS Costs shown are additive to the EID costs. If an EIS is done in lieu of an EID the cost is the total of the two line items.

**Table 4a. Coquina Coast Seawater Desalination Project Cost Apportionment Ship-based Phase 2 with Marion**

Coquina Coast PDR Ship-Based Phase 2 and NEPA Cost Projection WITH Marion									
Component	Low (-20%)	Expected	Maximum (+20%)	Ad valorem Funding					
Facilities Plan	1,259,061	1,573,826	1,888,591	30%					
EID	477,232	596,540	715,848						
EIS									
<b>PDR/NEPA Cost Projection</b>	<b>1,736,293</b>	<b>2,170,366</b>	<b>2,604,439</b>	Admin costs reimbursed to Palm Coast (4 year)					
Less Cooperative Funding	(520,888)	(651,110)	(781,332)						
Maximum Admin Reimburse to Palm Coast	100,000	100,000	100,000	100,000					
SJ-Provided Project Manager	112,500	112,500	112,500						
<b>Partners' Share</b>	<b>1,427,905</b>	<b>1,731,756</b>	<b>2,035,607</b>	SJ-Provided Project Manager					
SJRWMD In-Kind Services 3%	52,089	65,111	78,133						
<b>Total Cost</b>	<b>1,788,382</b>	<b>2,235,477</b>	<b>2,682,572</b>	<b>112,500</b>					

Cost Shares											
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER
Bunnell	1	0.45	0.63	0.91%	0.18%	0.63%	1.72%	\$ 24,541	\$ 29,763	\$ 34,986	Bunnell
DeLand	1	7.00	8.40	0.91%	2.87%	8.30%	12.07%	\$ 172,407	\$ 209,094	\$ 245,781	DeLand
Dunes CDD	1	0.41	0.25	0.91%	0.17%	0.25%	1.33%	\$ 18,926	\$ 22,953	\$ 26,981	Dunes CDD
Flagler Beach	1	0.61	0.40	0.91%	0.25%	0.40%	1.55%	\$ 22,192	\$ 26,915	\$ 31,637	Flagler Beach
Flagler County	1	0.08	0.40	0.91%	0.03%	0.40%	1.34%	\$ 19,090	\$ 23,152	\$ 27,214	Flagler County
Leesburg	1	5.69	5.00	0.91%	2.33%	4.94%	8.18%	\$ 116,794	\$ 141,648	\$ 166,501	Leesburg
Mt. Dora	1	3.42	4.00	0.91%	1.40%	3.95%	6.26%	\$ 89,405	\$ 108,430	\$ 127,455	Mt. Dora
Marion County	1	13.18	20.30	0.91%	5.40%	20.05%	26.36%	\$ 376,404	\$ 456,501	\$ 536,598	Marion County
Palm Coast	1	8.34	20.00	0.91%	3.42%	19.75%	24.08%	\$ 343,824	\$ 416,988	\$ 490,153	Palm Coast
St. Johns County	1	6.10	4.00	0.91%	2.50%	3.95%	7.36%	\$ 105,093	\$ 127,457	\$ 149,820	St. Johns County
Volusia County	1	3.50	7.50	0.91%	1.43%	7.41%	9.75%	\$ 139,228	\$ 168,855	\$ 198,482	Volusia County
<b>TOTAL</b>	<b>11</b>	<b>48.79</b>	<b>70.88</b>	<b>10.00%</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 1,427,905</b>	<b>\$ 1,731,756</b>	<b>\$ 2,035,607</b>	<b>TOTAL</b>

**Notes**

1. 2006 Usage and 2030 projected demands were provided by each utility.

**Table 4b. Coquina Coast Seawater Desalination Project Cost Apportionment Ship-based Phase 2 without Marion**

Coquina Coast PDR Ship-Based Phase 2 and NEPA Cost Projection WITHOUT Marion											
Component	Low (-20%)	Expected	Maximum (+20%)	Ad valorem Funding							
Facilities Plan	1,112,474	1,390,593	1,668,712	30%							
EID	453,370	566,713	680,056								
EIS											
<b>PDR/NEPA Cost Projection</b>	<b>1,565,845</b>	<b>1,957,306</b>	<b>2,348,767</b>	Admin costs reimbursed to Palm Coast (4 year)							
Less Cooperative Funding	(469,753)	(587,192)	(704,630)								
Maximum Admin Reimburse to Palm Coast	100,000	100,000	100,000	100,000							
SJ-Provided Project Manager	112,500	112,500	112,500								
<b>Partners' Share</b>	<b>1,308,591</b>	<b>1,582,614</b>	<b>1,856,637</b>	SJ-Provided Project Manager							
SJRWMD In-Kind Services 3%	46,975	58,719	70,463								
<b>Total Cost</b>	<b>1,612,820</b>	<b>2,016,025</b>	<b>2,419,230</b>	<b>112,500</b>							
Cost Shares											
Cost Share Calculations					Partners' Cost Share						
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER
Bunnell	1	0.45	0.63	1.00%	0.25%	0.88%	2.13%	\$ 27,857	\$ 33,690	\$ 39,524	Bunnell
DeLand	1	7.00	8.40	1.00%	3.93%	11.62%	16.56%	\$ 216,659	\$ 262,028	\$ 307,397	DeLand
Dunes CDD	1	0.41	0.25	1.00%	0.23%	0.35%	1.58%	\$ 20,652	\$ 24,977	\$ 29,301	Dunes CDD
Flagler Beach	1	0.61	0.40	1.00%	0.34%	0.55%	1.90%	\$ 24,814	\$ 30,010	\$ 35,206	Flagler Beach
Flagler County	1	0.08	0.40	1.00%	0.04%	0.55%	1.60%	\$ 20,918	\$ 25,298	\$ 29,678	Flagler County
Leesburg	1	5.69	5.00	1.00%	3.20%	6.92%	11.12%	\$ 145,458	\$ 175,918	\$ 206,377	Leesburg
Mt. Dora	1	3.42	4.00	1.00%	1.92%	5.54%	8.46%	\$ 110,663	\$ 133,836	\$ 157,009	Mt. Dora
Palm Coast	1	8.34	20.00	1.00%	4.68%	27.68%	33.36%	\$ 436,575	\$ 527,995	\$ 619,416	Palm Coast
St. Johns County	1	6.10	4.00	1.00%	3.43%	5.54%	9.96%	\$ 130,363	\$ 157,662	\$ 184,960	St. Johns County
Volusia County	1	3.50	7.50	1.00%	1.97%	10.38%	13.35%	\$ 174,633	\$ 211,201	\$ 247,770	Volusia County
<b>TOTAL</b>	<b>10</b>	<b>35.60</b>	<b>50.58</b>	<b>10.00%</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 1,308,591</b>	<b>\$ 1,582,614</b>	<b>\$ 1,856,637</b>	<b>TOTAL</b>
<b>Notes</b>											
1. 2006 Usage and 2030 projected demands were provided by each utility.											

Table 5a. Coquina Coast Seawater Desalination Project Cost Apportionment Additional Pilot Testing with Marion

Additional Pilot Testing (if necessary) WITH Marion						
Component	Low (-20%)	Expected	Maximum (+20%)	Ad valorem Funding		
Additional Pilot Testing (if necessary)	520,000	650,000	780,000	30%		
EID						
EIS						
<b>PDR/NEPA Cost Projection</b>	<b>520,000</b>	<b>650,000</b>	<b>780,000</b>	<b>Admin costs reimbursed to Palm Coast (4 year)</b>		
Less Cooperative Funding	(156,000)	(195,000)	(234,000)	<b>0</b>		
Maximum Admin Reimburse to Palm Coast	0	0	0			
SJ-Provided Project Manager	0	0	0			
<b>Partners' Share</b>	<b>364,000</b>	<b>455,000</b>	<b>546,000</b>	<b>SJ-Provided Project Manager</b>		
SJRWMD In-Kind Services 3%	15,600	19,500	23,400	<b>0</b>		
<b>Total Cost</b>	<b>535,600</b>	<b>669,500</b>	<b>803,400</b>			

Cost Share Calculations											
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER
Bunnell	1	0.45	0.63	0.91%	0.18%	0.63%	1.72%	\$ 6,256	\$ 7,820	\$ 9,384	Bunnell
DeLand	1	7.00	8.40	0.91%	2.87%	8.30%	12.07%	\$ 43,950	\$ 54,937	\$ 65,925	DeLand
Dunes CDD	1	0.41	0.25	0.91%	0.17%	0.25%	1.33%	\$ 4,825	\$ 6,031	\$ 7,237	Dunes CDD
Flagler Beach	1	0.61	0.40	0.91%	0.25%	0.40%	1.55%	\$ 5,657	\$ 7,072	\$ 8,486	Flagler Beach
Flagler County	1	0.08	0.40	0.91%	0.03%	0.40%	1.34%	\$ 4,866	\$ 6,083	\$ 7,299	Flagler County
Leesburg	1	5.69	5.00	0.91%	2.33%	4.94%	8.18%	\$ 29,773	\$ 37,216	\$ 44,660	Leesburg
Marion County	1	13.18	20.30	0.91%	5.40%	20.05%	26.36%	\$ 95,953	\$ 119,941	\$ 143,929	Marion County
Mt. Dora	1	3.42	4.00	0.91%	1.40%	3.95%	6.26%	\$ 22,791	\$ 28,489	\$ 34,187	Mt. Dora
Palm Coast	1	8.34	20.00	0.91%	3.42%	19.75%	24.08%	\$ 87,647	\$ 109,559	\$ 131,471	Palm Coast
St. Johns County	1	6.10	4.00	0.91%	2.50%	3.95%	7.36%	\$ 26,790	\$ 33,488	\$ 40,185	St. Johns County
Volusia County	1	3.50	7.50	0.91%	1.43%	7.41%	9.75%	\$ 35,492	\$ 44,365	\$ 53,238	Volusia County
<b>TOTAL</b>	<b>11</b>	<b>48.79</b>	<b>70.88</b>	<b>10.00%</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 364,000</b>	<b>\$ 455,000</b>	<b>\$ 546,000</b>	<b>TOTAL</b>

**Notes**

1. 2006 Usage and 2030 projected demands were provided by each utility.

Table 5b. Coquina Coast Seawater Desalination Project Cost Apportionment Additional Pilot Testing without Marion

Additional Pilot Testing (if necessary) WITHOUT Marion											
Component	Low (-20%)	Expected	Maximum (+20%)	Ad valorem Funding							
Facilities Plan	520,000	650,000	780,000	30%							
EID											
EIS											
<b>PDR/NEPA Cost Projection</b>	<b>520,000</b>	<b>650,000</b>	<b>780,000</b>	<b>Admin costs reimbursed to Palm Coast (4 year)</b>							
Less Cooperative Funding	(156,000)	(195,000)	(234,000)	<b>0</b>							
Maximum Admin Reimburse to Palm Coast	0	0	0	<b>0</b>							
SJ-Provided Project Manager	0	0	0	<b>0</b>							
<b>Partners' Share</b>	<b>364,000</b>	<b>455,000</b>	<b>546,000</b>	<b>SJ-Provided Project Manager</b>							
SJRWMD In-Kind Services 3%	15,600	19,500	23,400	<b>0</b>							
<b>Total Cost</b>	<b>535,600</b>	<b>669,500</b>	<b>803,400</b>	<b>0</b>							
Cost Shares											
Cost Share Calculations					Partners' Cost Share						
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER
Bunnell	1	0.45	0.63	1.00%	0.25%	0.88%	2.13%	\$ 7,749	\$ 9,686	\$ 11,623	Bunnell
DeLand	1	7.00	8.40	1.00%	3.93%	11.62%	16.56%	\$ 60,266	\$ 75,333	\$ 90,399	DeLand
Dunes CDD	1	0.41	0.25	1.00%	0.23%	0.35%	1.58%	\$ 5,745	\$ 7,181	\$ 8,617	Dunes CDD
Flagler Beach	1	0.61	0.40	1.00%	0.34%	0.55%	1.90%	\$ 6,902	\$ 8,628	\$ 10,353	Flagler Beach
Flagler County	1	0.08	0.40	1.00%	0.04%	0.55%	1.60%	\$ 5,818	\$ 7,273	\$ 8,728	Flagler County
Leesburg	1	5.69	5.00	1.00%	3.20%	6.92%	11.12%	\$ 40,461	\$ 50,576	\$ 60,691	Leesburg
Mt. Dora	1	3.42	4.00	1.00%	1.92%	5.54%	8.46%	\$ 30,782	\$ 38,478	\$ 46,173	Mt. Dora
Palm Coast	1	8.34	20.00	1.00%	4.68%	27.68%	33.36%	\$ 121,439	\$ 151,798	\$ 182,158	Palm Coast
St. Johns County	1	6.10	4.00	1.00%	3.43%	5.54%	9.96%	\$ 36,262	\$ 45,328	\$ 54,393	St. Johns County
Volusia County	1	3.50	7.50	1.00%	1.97%	10.38%	13.35%	\$ 48,576	\$ 60,720	\$ 72,864	Volusia County
<b>TOTAL</b>	<b>10</b>	<b>35.60</b>	<b>50.58</b>	<b>10.00%</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 364,000</b>	<b>\$ 455,000</b>	<b>\$ 546,000</b>	<b>TOTAL</b>
<b>Notes</b>											
1. 2006 Usage and 2030 projected demands were provided by each utility.											

**EXHIBIT 3 TO THE MOA**

**“PROCEDURES FOR RELEASE OF APPROPRIATIONS AND  
DISBURSEMENT OF FUNDS” DEP, APRIL 19, 2006**

**EXHIBIT 3**

**“PROCEDURES FOR RELEASE OF APPROPRIATIONS AND  
DISBURSEMENT OF FUNDS” DEP, APRIL 19, 2006**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Alternative Water Supply Funding from the  
Water Protection and Sustainability Program Trust Fund**

**Procedures for Release of Appropriation and Disbursement of Funds**

**(Revised June 28, 2006)**

**A. Purpose**

The purpose of this procedure is to document the funding distribution procedures agreed upon by the Governor’s Office of Policy and Budget (OPB), the Florida Department of Environmental Protection (DEP) and the Florida Water Management Districts (WMD) for alternative water supply funding provided under the Water Protection and Sustainability Program created by SB 444. This procedure addresses budgetary release of appropriations by the OPB as well as distribution of funds by DEP to

the Water Management Districts pursuant to Section 373.1961(3)(b), Florida Statutes.

## **B. Release of Appropriation and Disbursement of Funds**

As provided by Section 403.890(1), Florida Statutes, the alternative water supply funds allocated each year will be deposited into the Trust Fund on a quarterly basis. This deposit will be made by the Department of Revenue and will occur at the end of each quarter. The Governor's Office of Policy and Budget has indicated that the funds should remain in the Trust Fund, earmarked for the appropriate water management district according to the percentages provided in Sec. 373.1961(3)(b), until the cash is needed by the WMD to cover immediate cash needs for eligible disbursements.

Distribution of funds from the Trust Fund to a WMD may be requested on a reimbursement basis, or the WMD may request an advance for funds anticipated to be disbursed by the WMD during the next six months.

1. For each budget year, the WMD should provide to DEP, Office of Water Policy, a resolution from the WMD's Governing Board which includes the list of projects approved for funding under the Water Protection and Sustainability Program, and the approved funding amount (state funds) for each project. Along with the resolution, a completed Attachment II, which provides more detailed information on the WMD and local government match (explained in paragraph D. below), as well as a brief description of each alternative water supply project selected by the Governing Board for funding should be provided. If at any time the Governing Board changes the projects approved, or changes the total amount to be allocated to a project, a revised resolution and a revised Attachment II must be submitted for that budget year. If no changes are made to the projects or amounts funded, the initial resolution and Attachment II will serve as supporting documentation for all subsequent payment requests for that budget year.
  
2. Either concurrently with the submittal of the resolution and Attachment II, or at a later date when the first advance or reimbursement is requested, the District should complete and submit an ***Alternative Water Supply Project Spending Plan and Release/Payment Request***, using the format prescribed in Attachment I. DEP will submit a budget amendment to OPB requesting release of appropriation using the resolution and Attachments as justification and explanation for the request. Once the appropriation has been released, FDEP will submit a voucher request to the Department of Financial Services to distribute the funds to the WMD. Additional steps are required if advanced payment of funds (as opposed to reimbursement) is requested. A minimum of six weeks should be allowed for processing of release and disbursement of payment requests. See ***Attachment IV – Alternative Water Supply Project Advanced Funding Release and Payment Procedures*** for a step by step description of the procedures for an advance funding payment.
  
3. Each payment request should indicate if the request is for an advance or a reimbursement. A Water Management District may submit a request for advance payment each six months, or more often as

needed, but no more often than monthly. Reimbursement requests may be submitted as needed, but no more frequently than monthly.

4. Each subsequent payment request should include Attachment I, updated to reflect current actual and projected expenditures. The project status, including a description of delays or other issues, should also be reflected where indicated on Attachment I. It is recognized that unexpected delays in project construction may occur such that funds disbursed for “Project A” may not be spent within the timeframe anticipated, while “Project B” requires more than requested. In this event, it is appropriate to use the funds received for Project A for Project B, rather than requesting additional funds, as long as this is reflected on Attachment I of the next request.
5. Reimbursement requests must include documentation supporting eligible expenditures. This documentation may be in the form of actual invoices, or may be applicable WMD budget tracking reports.

### **C. Interest Earnings**

1. Interest accrued on funds in the Water Protection and Sustainability Program Trust Fund shall remain in the Trust Fund until appropriated for spending by the Legislature.
2. Interest earned by the WMDs on advances provided by DEP should be reported to DEP Bureau of Finance and Accounting quarterly, in accordance with the Department’s advance payment procedures. Total interest earned through June 30 of each fiscal year shall be

remitted by the WMDs to DEP by the end of July of each year. Interest remitted shall be deposited into the Water Protection and Sustainability Program Trust Fund and remain in the Trust Fund until appropriated for spending by the Legislature.

#### **D. Match Requirements**

1. Funds from the Water Protection and Sustainability Trust Fund may be used for construction only. In general, the local sponsor is required to provide at least 60% of construction funds, with the remaining construction funds provided by the State and the Water Management District. However, since the Water Management District may elect to assist a local sponsor in meeting its 60%, the amounts provided by the State, WMD and local sponsor can be in any proportion as long as the State share does not exceed 40%. To document match to be provided, the WMD should provide to DEP, Office of Water Policy, along with the resolution from the WMD's Governing Board described in paragraph A., the construction funding match to be provided for each alternative water supply project selected by the Governing Board for funding, using the format in Section I of Attachment II, *Water*

***Management District and Sponsor Water Supplier Match Requirement.***

2. In Section II of Attachment II, the WMD should provide a list and funding amount of the WMD water resource development projects that support alternative water supply development. These funds make up the second component of the required WMD match for the state dollars in the Water Protection Sustainability Trust Fund pursuant to Sec. 373.196 (6)(a). The WMD construction funds identified in Section I of Attachment II, together with the WMD funds identified in Section II of Attachment II, should be at least equivalent to the total amount of state dollars appropriated to the WMD that year.

**E. Meaning of “Encumbered”**

1. Section 403.890 (1)(e) provides:

“Beginning June 30, 2007, and every 24 months thereafter, the Department of Environmental Protection shall request the return of all unencumbered funds distributed pursuant to this section. These

funds shall be deposited into the Water Protection and Sustainability Program Trust Fund and redistributed pursuant to the provisions of this section”.

2. Funds will be considered encumbered pursuant to Sec. 403.890(1)(e) if, within 24 months of the appropriation, the WMD has entered into a written contract or agreement with a local government or other water supplier committing funds for the construction of a specific alternative water supply project. Funds encumbered under such a contract or agreement will remain earmarked for that project notwithstanding the fact that the funds may not have been released or disbursed by the deadline provided in the statute. (Please note that in order to be certified forward pursuant to Section F. below, funds must actually be encumbered within 19 months of the appropriation).

**F. Reversion and Certification Forward of Fixed Capital Outlay Appropriations**

1. February 1 reversions or certifications forward: Fixed capital outlay appropriations are valid for 19 months, after which the appropriation

expires (technically termed “reverts”), unless the appropriation is approved to be continued through a process called certification forward. For example, the fiscal year 2005-2006 appropriation category 149931-06 - Grants and Aids to WMD Alternative Water Supply - for \$100,000,000, is available to be distributed to the WMD’s for eligible projects from July 1, 2005, through January 31, 2007. On February 1, 2007, any undisbursed balance of the appropriation expires/reverts. If the appropriation has not been fully disbursed by January 31, 2007, DEP may request that OPB approve that the appropriation be extended for an additional 5 months (technical term is “certified forward”) until the following June 30, if the undisbursed appropriation balance is “encumbered”. See Meaning of Encumbered”, above.

2. If the WMD has encumbered, but not disbursed, all of the appropriation at the end of the 19 months, and needs to keep the appropriation to complete the planned alternative water supply projects, the WMD should request certification forward of all or part of the remaining undisbursed balance of the appropriation as needed by the WMD. Using the format prescribed in Attachment III,

*Alternative Water Supply Project Certification Forward Request*, the request should address each alternative water supply project for which funds are requested for certification forward. DEP will submit the request to OPB for approval, using the Governing Board Resolution previously submitted as justification and explanation for the request. If changes have been made in the projects or amounts approved for funding by the Governing Board, then the request to certify funds forward must include a new resolution by the Governing Board reflecting the revised projects and funding amounts.

3. June 30 reversions or certification forward: FCO appropriations certified forward on February 1 are extended until the following June 30, when the appropriation again expires unless the appropriation is requested and approved by OPB for certification forward. At June 30, FDEP may request that OPB approve that the appropriation be extended for an additional 12 months until the following June 30. Again, DEP must submit a request to OPB, along with justification of why additional time is needed. For any appropriations older than 3 years that are requested for certification forward, OPB requires a

narrative justification which may be more extensive than the “Project Status” column in Attachments I and III. For example, if any FCO year 2006 appropriations are requested for certification forward at June 30, 2009, a narrative justification will be required.

4. To request certification forward at June 30, the WMD should submit a request to certify forward of all or part of the remaining undisbursed balance of the appropriation as needed by the WMD. Using the format prescribed in Attachment III, *Alternative Water Supply Project Certification Forward Request*, the request should address each alternative water supply project for which funds are requested for certification forward. DEP will submit the request to OPB for approval, using the Governing Board resolution previously submitted as justification and explanation for the request. If changes have been made in the projects or amounts approved for funding by the Governing Board, then the request to certify funds forward must include a new resolution by the Governing Board reflecting the revised projects and funding amounts.

**Attachment I**

**Alternative Water Supply Project Spending Plan and Release/Payment  
Request**

**Attachment II**

**Alternative Water Supply Project – Construction Projects  
Water Management District and Sponsor Water Supplier Match  
Requirement**

**Attachment III**

**Alternative Water Supply Project Certification Forward Request**

**Attachment IV**

**Alternative Water Supply Project Advanced Funding Release and Payment  
Procedures**





# Attachment III

## Alternative Water Supply Project Certification Forward Request

ATTACHMENT III - (EXAMPLE)  
 Alternative Water Supply Project Certification Forward Request  
 Northwest Florida Water Management District

For FCO Appropriations received February 1, 2027

WMO Contact: [travis@nwfwmd.com](mailto:travis@nwfwmd.com)

Name: [travis@nwfwmd.com](mailto:travis@nwfwmd.com)

Street:

City:

Category: Alternative Water Supply

Form: 2603

Project Name	Project Title	Anticipated Construction Start Date	Project Start Date	Project End Date	Construction Status	Project Status and Application for Certification	Project Budget	2027 Disbursements Requested for Project	Approved Construction by WMO	Approved for Certification Forward	Approved to Proceed
CITY OF DAVENPORT								\$1,000,000	\$750,000	\$750,000	\$0
CITY OF HALL COUNTY								\$1,000,000	\$750,000	\$750,000	\$0
NEVERETT DISTRICT								\$2,000,000	\$1,500,000	\$1,500,000	\$500,000
PARANAPA DISTRICT								\$2,000,000	\$1,500,000	\$1,500,000	\$500,000
PRICHARD DISTRICT								\$4,000,000	\$3,000,000	\$3,000,000	\$1,000,000
<b>Total</b>								<b>\$10,000,000</b>	<b>\$7,500,000</b>	<b>\$7,500,000</b>	<b>\$2,500,000</b>

## **ATTACHMENT IV**

### **Alternative Water Supply Project**

#### **Advanced Funding Release and Payment Procedures**

- Step 1: The WMD will submit a resolution from the Governing Board indicating the projects and amounts approved for funding, and a completed Attachment II to the Department of Environmental Protection Office of Water Policy.
- Step 2: Either concurrently with or after Step 1, the Water Management District will submit to the Department of Environmental Protection Office of Water Policy a completed Attachment I, requesting an advance payment of funds.
- Step 3: The Department of Environmental Protection, Office of Water Policy will review the submittal.
- Step 4: The Department of Environmental Protection, Office of Water Policy/Division of Water Resource Management will submit a one-sheet Budget Amendment Request Form, with the resolution and Attachments I and II as supporting documentation, to the Department of Environmental Protection, Bureau of Budget and Planning and to the Bureau of Finance and Accounting.
- Step 5: The Department of Environmental Protection, Bureau of Budget and Planning will complete the required budget amendment forms for the release of spending

authority.

- Step 6: The Department of Environmental Protection, Office of Budget and Planning will submit the budget amendment for release to the Governor's Office of Policy and Budget.
- Step 7: The Governor's Office of Policy and Budget will review and process the release, place the amendment for release on three day consultation with House and Senate pursuant to Section 216, F.S.
- Step 8: After consultation end date, the Department of Environmental Protection, Office of Budget and Planning will receive a notice of approval of the release request and will notify the Bureau of Finance and Accounting.
- Step 9: The Department of Environmental Protection, Bureau of Finance and Accounting will submit an advance payment of funds request based on s. 216.181, F.S. to the Department of Financial Services (DFS).
- Step 10: The Department of Financial Services Bureau of Auditing will review the advance payment of funds request and if it concurs will forward the request to the Senate and House Appropriations Committees for 14-day review.
- Step 11: If no objection is raised by the Senate or House Appropriations Committees, then the Department of Financial Services will notify the Bureau of Finance and Accounting of approval of the advance payment of funds request.

- Step 12: Upon receipt of approval from the Department of Financial Services and notification of release of funds from the Bureau of Budget and Planning, the Bureau of Finance and Accounting will prepare and submit a voucher request to the Department of Financial Services.
- Step 13: Department of Financial Services will review and approve the voucher request and prepare a warrant or Electronic Funds Transfer to the Water Management District.
- Step 14: Department of Environmental Protection Bureau of Finance and Accounting will mail the warrant or Electronic Funds Transfer statement to the Water Management District.

**EXHIBIT 4 TO THE MOA**  
**CONSULTANT PROCUREMENT PROCEDURE**

## EXHIBIT 4

### CONSULTANT PROCUREMENT PROCEDURE

#### **I. Development of Consultant Evaluation Criteria**

The Evaluation Team, consisting of one representative from each Supplier, shall meet and develop the criteria to be used for ranking consultants. The Project Administrator (PA) shall designate a contract administrator (CA) to implement the PA's procurement activities. The CA shall be present and may participate in the discussion.

#### **II. Development of Other Elements of Solicitation Package**

If the potential for receipt of Federal funding exists, the PA's procurement procedures shall be consistent with those of SJRWMD to the extent necessary to be consistent with Federal program requirements.

The PA staff shall develop the draft Consultant(s) agreement with assistance and guidance from the Suppliers and the SJRWMD.

The PA shall develop other elements of the solicitation package in accordance with the PA's procedures for a Request for Qualifications (RFQ), with the exception of the Statement of Work (SOW), which shall be developed by the Evaluation Team. The SOW to be included in the solicitation package shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancement as a result of information gained during the consultant selection process.

### **III. Advertisement of Solicitation**

The procurement will proceed in accordance with the PA's RFQ procedures and section 287.055, Florida Statutes.

The procurement shall be advertised in accordance with the PA's procedure; provided, however, that in the event Federal funds are utilized, the notice shall include any additional advertisement or notification requirements necessary to meet the criteria set forth at 40 C.F.R. § 31.36(e), Attachment 1. This notice shall provide an opportunity to challenge any procedural aspects of the procurement.

Upon advertisement, evaluators may not discuss the project with any prospective respondents. Any such contact should be referred to the CA.

All questions regarding the solicitation should be referred to the CA.

The CA shall prepare any necessary addenda.

### **IV. Evaluation of Submittals and Development of the Short List for Interviews**

The CA shall receive and screen submittals for responsiveness and responsibility (showing that the minimum qualifications of the solicitation have been met). The CA may request respondent(s) to supplement their submittals with information necessary to make it responsive or responsible. The CA shall not screen out submittals, but shall note for the Suppliers those submittals that are not considered to be responsive or responsible. The CA shall distribute submittals to the Evaluation Team for review. The Evaluation Team members shall prepare their preliminary scores of the submittals in accordance with the evaluation criteria.

The Evaluation Team shall meet at a noticed public meeting to develop a ranking of the submittals and determine the number of respondents to be interviewed. Supplier representatives and alternates may participate. The CA (or designee) shall conduct the meeting. There shall be no participation by respondents or members of the public.

Prior to discussing the ranking of respondents, the CA shall discuss with the Suppliers the elimination from further consideration of any submittals that are not responsive or responsible. The CA shall give significant consideration to the recommendation of the Suppliers. The final decision regarding whether a submittal is responsive or responsible shall be made by the CA.

After making this determination, the meeting shall have an open discussion of the submittals, scoring consistency, preliminary scores by Evaluation Team members, and which respondents best meet the needs of the procurement. The discussion need not be limited to the information contained in the submittals. Additional information that participants may have regarding respondents may be shared with others at the meeting.

The meeting shall then recess so that Evaluation Team members may prepare and submit their scores, which may be modified based upon discussion at the meeting. Evaluation Team members shall have the necessary delegated authority to submit their scores at this meeting.

The meeting shall reconvene and scores shall be submitted to the CA, who shall tabulate the scores and prepare the ranking of respondents, indicating the score for each respondent. Scores of each Supplier shall be weighted equally. The CA shall tabulate the scores and announce the results.

The Evaluation Team shall then determine the number of respondents to be interviewed

## **V. Interviews and Final Scoring**

The time and place of the interviews shall be stated in the initial advertisement and the solicitation package. The interviews shall be conducted at a noticed public meeting. The questioning shall be conducted by the Evaluation Team and shall be limited to one representative from each Supplier. The CA (or designee) shall conduct the meeting.

Interview questions may include anything pertaining to the qualifications of respondents to successfully perform the Statement of Work. The discussion may include how the respondents would approach performance of the project, including suggestions as to how the Statement of Work may be modified or expanded, but should focus upon the qualifications of the respondents to perform the work.

At the completion of the interviews, the Evaluation Team shall submit their scores to the CA. The previous scores shall not be utilized. Then, the CA shall tabulate and present the final ranking to the Evaluation Team.

## **VI. Competitive Negotiations**

The CA shall provide notice of the ranking to all respondents. The CA shall check references for those firms on the short list.

The PA shall have the authority to take final action and enter into a contract with the firm that is ultimately selected.

In the event it is determined by the CA that there are procedural infirmities in the selection process, the matter shall be referred back to the Evaluation Team for further action.

Upon approval of the final consultant ranking, competitive negotiations shall commence with the top-ranked firm. The Evaluation Team and CA shall conduct the negotiations at a noticed public meeting. The decision to accept or reject the top-ranked firm shall be made by the Evaluation Team, with each member having a vote in accordance with the Interlocal Agreement.

If the negotiations with the top-ranked firm are successful, the PA shall thereafter have the authority to enter into a contract with the successful respondent. If the negotiators conclude that the negotiations with the top-ranked firm have not been successful, the results of these negotiations shall be reported to the PA, which shall have the authority to enter into negotiations with the second-ranked firm, as provided above, and thereafter enter into a contract with the second-ranked firm. A similar procedure shall be applied if negotiations with successive firms are not successful.

The terms of the contract between the PA and the successful respondent shall be reviewed and approved by the PA's attorney in accordance with the PA's procedure.