



WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

Board Meeting Package

September 21, 2022
3:30 p.m.

Meeting Location:

Lecanto Government Building
Room 166
3600 W. Sovereign Path
Lecanto, Florida 34461

Withlacoochee Regional Water Supply Authority

Board of Directors

Effective March 2022

Office	Board Members
Chair	The Honorable Kathy Bryant
Vice Chair	The Honorable Jeff Kinnard
Treasurer	The Honorable Eliza-BETH Narverud

Jurisdiction	Board Members
Citrus County	The Honorable Holly Davis
	The Honorable Jeff Kinnard
Hernando County	The Honorable Jeff Holcomb
	The Honorable Eliza-BETH Narverud
Marion County	The Honorable Kathy Bryant
	The Honorable Michelle Stone
	The Honorable Craig Curry
Sumter County	The Honorable Craig Estep
	The Honorable Don Willey
City of Belleview	The Honorable Ray Dwyer
City of Brooksville	The Honorable David Bailey
City of Bushnell	The Honorable Dale Swain
City of Inverness	The Honorable Gene Davis

Meeting Dates

The schedule of meetings for the 2021-2022 fiscal year are as follows:

November 10, 2021
~~January 19, 2022~~
March 16, 2022

May 18, 2022
July 20, 2022
September 21, 2022



September 12, 2022

MEMORANDUM

To: Water Supply Authority Board of Directors and Interested Parties

From: Suzannah J. Folsom, Executive Director

Subject: Withlacoochee Regional Water Supply Authority Board of Directors Meeting

The Withlacoochee Regional Water Supply Authority will hold a regular business meeting on **Wednesday, September 21, 2022 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

Enclosed for your review are the following items:

- Agenda
- Minutes of July 20, 2022
- Board Package*

Please note that if a party decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, that party will need a record of the proceedings, and for such purpose, that party may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.

Enclosures

- * Copies of the Board Package are available through the Internet. Log on to www.wrwsa.org.
- On the Authority's Home Page go to the left side of the page and click on "Meetings."
 - On the slide out menu is a button for the current Board Package.
 - Click on the Board Package to download and/or print.

Driving Directions to 3600 W. Sovereign Path, Lecanto Government Building

From Brooksville:

- Go North on N. Main St. toward S. Broad St./E. Jefferson St.
- Take the 1st Left onto S. Broad St./W. Jefferson St.
- Turn Right onto US 98/Ponce De Leon Blvd.
- Turn Right onto CR 491 toward Lecanto (about 13.5 miles)
- Turn Left on W. Educational Path (traffic signal)
- Turn right at the Park onto W. Sovereign Path; continue to the right to the Lecanto Government Building

From Ocala

- Go southwest on SR 200 into Citrus County
- Turn Right onto CR 491 (stay on 491 through Beverly Hills, crossing Hwy. 486 and SR 44)
- Turn Right on Saunders Way
- Turn Left onto W. Sovereign Path; follow to Lecanto Government Building

From Bushnell

- In Bushnell, Go West on FL-48W
- Turn Right onto US 41; continue to follow US 41 N
- Continue straight onto FL 44 W/W Main St.; continue straight on SR 44
- Turn Left onto CR 491
- Turn Right onto Saunders Way
- Turn Left onto W. Sovereign Path; follow to Lecanto Government Building

From Wildwood

- Go West on SR 44W; continue on SR 44 through Inverness
- Turn Left onto CR 491
- Turn Right onto Saunders Way
- Turn Left onto W. Sovereign Path; follow to Lecanto Government Building.

LGB



**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING**

A G E N D A

**September 21, 2022 -- 3:30 p.m.
LECANTO GOVERNMENT BUILDING -- ROOM 166
3600 W. Sovereign Path, Lecanto, Florida 34461**

At the discretion of the Board, items may be taken out of order to accommodate the needs of the Board and the public.

PAGE

1. **Call to Order** . . . Kathy Bryant, Chair
2. **Roll Call** . . . Suzy Folsom, WRWSA Executive Director
3. **Introductions and Announcements** . . . Suzy Folsom, WRWSA
4. **Pledge of Allegiance** . . . Led by the Board
5. **Public Comment**
6. **Consent Agenda** . . . Kathy Bryant, Chair
 - a. **Approval of Minutes** [July 20, 2022] 9
 - b. **Public Officials Liability Insurance Policy** 15
 - c. **Bills to be Paid** [August bills included; September bills provided at the meeting] 21
 - d. **Third Quarter Financial Report** 23
 - e. **Fiscal Year 2022-23 Calendar of Board Meeting Dates** 29
 - f. **Marion County Local Government Grants Program** 31
7. **As-Needed Technical and Engineering Services** . . . Suzy Folsom, WRWSA 35
 - a. **Authorization to Enter into Contracts with Qualified Firms**
 - b. **Authorization to Issue Work Orders**
8. **Phase 7 Irrigation System Audits – Contractor(s) Selection** . . . Suzy Folsom, WRWSA 67
9. **2024 Regional Water Supply Plan Update - Request for Statements of Qualifications** . . . Suzy Folsom, WRWSA..... 79
10. **Legislative Report** . . . Suzy Folsom, WRWSA 109
11. **Attorney’s Report** . . . Rob Batsel, WRWSA Attorney 113
12. **Executive Director’s Report** . . . Suzy Folsom, WRWSA
 - a. **Charles A. Black Water Use Permit Renewal** 117
 - b. **Water Use Permit Demand Summary** 119
 - c. **Water Management Information System Water Use Permit Activity Summary** 121
 - d. **Correspondence** 123
 - e. **News Articles** 129
13. **Other Business**
14. **Next Meeting** . . . November 16, 2022; 3:30 p.m.; Lecanto Government Building, Room 166
15. **Adjournment**

Please note that if a party decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, that party will need a record of the proceedings, and for such purpose, that party may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.

Item 6.a.

Consent Agenda

Approval of Minutes

DRAFT

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

Minutes of the Meeting July 20, 2022

TIME: 3:32 p.m.
PLACE: Lecanto Government Building
ADDRESS: 3600 W. Sovereign Path, Room 280, Lecanto, Florida 34461

The numbers preceding the items listed below correspond with the published agenda.

1. Call to Order

Chair Bryant called the Withlacoochee Regional Water Supply Authority (WRWSA) Board of Directors meeting to order at 3:30 p.m. and requested a roll call.

2. Roll Call

Ms. Suzannah Folsom, WRWSA Executive Director, called the roll and a quorum was declared present.

BOARD MEMBER PRESENT

Kathy Bryant, *Chair*, Marion County Commissioner
Beth Narverud, *Treasurer*, Hernando Co Commissioner
Gene Davis, Inverness City Councilor
Holly Davis, Citrus County Commissioner
Ray Dwyer, Belleview City Commissioner
Craig Estep, Sumter County Commissioner
Dale Swain, Bushnell City Councilor
Don Wiley, Sumter County Commissioner

BOARD MEMBER(S) ABSENT

David Bailey, Brooksville City Councilor
Craig Curry, Marion County Commissioner
Jeff Holcomb, Hernando County Commissioner
Jeff Kinnard, *Vice Chair*, Citrus Co
Commissioner
Michelle Stone, Marion County Commissioner

BOARD ALTERNATE(S) PRESENT – None

3. Introductions and Announcements

WRWSA STAFF PRESENT

Suzannah J. Folsom, PE, PMP, Executive Dir
Robert W. Batsel, Jr., General Counsel
LuAnne Stout, Administrative Asst.

OTHERS PRESENT

Alys Brockway, Hernando Co Water Resource Mgr
Debra Burden, Citrus Co Water Conservation Mgr
Frank Gargano, SWFWMD Govt Affairs Reg Mgr
Jody Kirkman, Marion Co Environmental Svcs Mgr
Bob Moresi, Black & Veatch
Rachel Novak, Marion Co Water Resources Liaison
Joseph Quinn, SWFWMD Water Supply Project Mgr

- Announcements – Mrs. Folsom welcomed two new Sumter County members, Messrs. Dwyer and Wiley.

4. Pledge of Allegiance – Chair Bryant led those present in reciting the Pledge of Allegiance.

5. Public Comment – There being no members of the audience requesting to address the Board, Chair Bryant closed public comment.

6. Consent Agenda

- a. **Approval of Minutes** – The May 18, 2022 draft minutes were provided in the Board's meeting materials and recommended for approval as presented.
- b. **Bills to be Paid** – Staff recommended for ratification of June (\$18,034.10) bills and recommended for approval July (\$32,990.87) bills.

- c. **2022-2023 Regulatory Plan** – Staff recommended approval of the WRWSA’s proposed 2022-2023 Regulatory Plan and authorization for the Chair and General Counsel to sign the appropriate certifications.

Ms. Davis moved, seconded by Mr. Davis, to approve the Consent Agenda Items 6.a., 6.b. and 6.c., as presented. Motion carried unanimously.

At this time, the order of consideration was altered slightly.

8. Water Supply and Conservation Grants Program – Approval of Awards

Ms. Suzy Folsom, Executive Director, will present this item. The budget has been prepared in a conservative manner to keep costs in check and enhance efficiencies for member governments. At the Authority’s March 16, 2022 meeting, the Board set the total allocation of funds in Fiscal Year 2022-23 for the Local Government Grant Program at \$140,000.

The Authority has received four grant applications, one each from Citrus, Hernando, Marion and Sumter counties. A summary of the applications was included in the meeting materials as exhibits to this item. The applications received reflect continuations of member government proven effective water conservation programs. Staff analysis of the applications indicates all of the proposed water conservation programs meet the Authority’s grant program requirements.

Representatives of each of the applicants have been invited to attend the meeting and answer any Board questions regarding their respective water conservation grant applications.

Mrs. Folsom noted that the total amount requested is \$121,906.25. She thanked the program coordinators for their cooperation in assisting their communities.

Mr. Swain moved, seconded by Mr. Estep, to approve grants for the following counties in the amounts of Citrus - \$35,075.00, Hernando - \$49,750.00, Marion - \$14,081.25 and Sumter - \$23,000.00; and authorized the Chair to sign the grant Agreements. Motion carried unanimously.

9. Phase 7 Irrigation Audit Program Authorization to Issue a Request for Quotes

Mrs. Suzy Folsom, Executive Director, presented this item. At the Authority’s September 2021 meeting, the Board approved submittal of an application to the SWFWMD for its Fiscal Year 2022-23 Cooperative Funding Initiative. The SWFWMD staff has recommended to their Board that this project (Q306) be included in their draft budget for the coming fiscal year. The project entails a continuation and enhancement of the WRWSA’s ongoing Irrigation Evaluation Program. The purpose of this item is to seek authorization from the Board to publish a Request for Quotes from qualified contractors to implement certain components of this project.

The total project budget is \$102,000, with 50% (\$51,000) provided by the SWFWMD and the matching 50% being the WRWSA’s responsibility. The Authority’s matching funds are split 50/50 with participating utilities based upon the number and type of irrigation evaluations conducted in each utility. Local participants include Citrus County, Hernando County and Marion County utilities; the North Sumter County Utility Dependent District; and the Village Center Community Development District. The amount of the project budget that is to be implemented by the selected contractor or contractors is a total amount not to exceed of \$102,000.00. This includes conducting irrigation system evaluations (core and enhanced) and follow-ups.

At Chair Bryant's request for the new Board members, Mrs. Folsom explained the irrigation audit program. Mr. Swain asked if schools fields were included and Mrs. Folsom replied that this is residential only. In response to Mr. Dwyer's inquiry, Mrs. Folsom said she will provide him a copy of the Phase 5 final report.

Staff will return to the Board with a recommended short list of responsive contractors at the September 2022 meeting. The RFQ and all subsequent contracts will be dependent upon funding from all participating parties. The draft RFQ Information Packet is included as an exhibit in the Board's meeting materials.

Mr. Swain moved, seconded by Ms. Davis, to approve the issuance of the Phase 6 Irrigation Evaluation Program Request for Quotes, as contained in the exhibit. Motion carried unanimously.

10. Legislative Report

Mrs. Suzy Folsom, Executive Director, presented this item. The 2022 Legislative Regular Session began in January 11 and ended in March 11. Staff has gathered information on relevant bills that are related to conservation and water supply. She reviewed the exhibit included for the Board's information and was a more detailed summary of the bills WRWSA has been tracking that passed in the session (SBs 856, 882, 1000 and 1338) and their status.

Mrs. Folsom noted that Mr. Kinnard requested additional information about SB 1426. She provided a short presentation on reclaimed water and noted that this information will be provided to Mr. Kinnard. She provided clarification to the Board's questions. Mrs. Folsom reported on the state of SB 1940/HB 7053 and SB 7012.

This item was for information only and no action was required.

(Ms. Narverud entered the meeting at 3:50 p.m.)

11. Attorney's Report

Mr. Batsel reported on Remote Meeting Attendance/Participation noting that this is not available at this time. He said there is a contingency for organizations that do not have three or more non-contiguous counties.

This item was for information only and no action was required.

At this time, Chair Bryant said a quorum of county members was present to consider Item 7.

7. Resolution 2022-03, Adoption of Final Budget for Fiscal Year 2022-23

Mrs. Suzy Folsom, Executive Director, presented this item. She noted that comments from the last meeting have been incorporated which is included as Exhibit A to this item is the draft FY 2022-23 budget for the Board's review. The budget has been prepared in a conservative manner to keep costs in check and enhance efficiencies for member governments. Included as Exhibit B is a description of the Authority's FY 2022-23 work program that is supported by the proposed budget and as Exhibit C is Resolution 2022-03, Adoption of Final Fiscal Year 2022-2023 Budget.

Ms. Davis, moved, seconded by Mr. Swain, to approve Resolution 2022-03 adopting the FY 2022-23 budget including budgeted expenditures in the amount of \$850,906, budgeted reserves in the amount of \$1,490,497, and a combined total amount of \$2,341,403, as presented in Exhibit A, for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023. Motion carried unanimously.

The meeting returned to the published agenda.

12. Executive Director's Report – Ms. Folsom presented the following items.

- a. **Charles A. Black Water Use Permit Renewal** – The Wellfield WUP number 7121.006 expired on March 13, 2022. The Authority is a co-applicant with Citrus County and the response for additional information has been provided to the SWFWMD. The current permit has an average supply of 4,597,000 gallons per day (GPD) and a peak flow of 6,574,000 GPD. The requested term is 20 years with an average permitted supply of 7,181,900 GPD and a peak supply of 9,121,013 GPD. This increase in capacity is based on population projections which is expected to increase 39,630 by 2042. This includes the existing service area, service area expansion, and new proposed developments.
- b. **Water Use Permit Demand Summary** - A summary was in the Board's meeting materials. Ms. Davis noted that Citrus County has been exceeding its permit amount, but the report did not show that. Ms. Folsom noted that the table shows the requested renewal permit quantity, and therefore does not show an overage. In response to Mr. Davis' question about Walden Woods, Mrs. Folsom said she also had noted the strange data with several month of 0 flow data followed by a month of very high data and will investigate further.
- c. **Water Use Permit Action Summary** – A list of new water use permit applications and application renewals was included in the Board's meeting materials.
- d. **Correspondence** – Several items were included in meeting materials.
- e. **News Articles** – Several articles included in meeting materials such as Marion County water conservation, Pasco County wastewater agreement and northern development complications, and Withlacoochee River restoration.
- f. **Upcoming Procurements** – Phase 7 Irrigation Audits (September), and Five-Year Regional Water Supply Plan (January 2023).
- g. **Other – As-Needed General Professional Engineering/Technical Services Request for Statement of Qualifications** - Mrs. Suzy Folsom, WRWSA Executive Director, presented this item as a walk on item. She reported that there were six Statements of Qualifications submitted for the As-Needed Professional and Engineering Services and requested permission to bring back all six for Board approval at the September meeting. **Ms. Narverud moved, seconded by Ms. Davis, to approve this request and it carried unanimously.**

13. Other Business – None

14. Next Meeting Time and Location

- Next Regular Board Meeting – September 21, 2022 at 3:30 p.m. at the Lecanto Government Building, Room 166.

15. Adjournment – Chair Bryant adjourned the meeting at 4:12 p.m.

Kathy Bryant, Chair

Suzannah J. Folsom, Executive Director

Item 6.b.

Consent Agenda

Public Officials Liability Insurance Policy

The Authority has received the Public Officials Liability Insurance Renewal information, which is included as an exhibit to this item. The renewal amount is within the budgeted amount of \$3,125.00.

See Exhibit – Public Officials Liability Insurance Policy Renewal

Staff Recommendation:

Board approval of the Public Officials Liability Insurance renewal of \$3,098.55.



Amwins Brokerage of Florida, Inc.
10201 Centurion Parkway North
Suite 400
Jacksonville, FL 32256

amwins.com

August 26, 2022

Acentria
117 N Seminole Ave
Inverness, FL 34450

RE: Withlacoochee Regional Water Supply Authority

PUBLIC OFFICIALS LIABILITY QUOTATION

Please find the attached quotation for Withlacoochee Regional Water Supply Authority. Here is a summary of the terms and conditions:

INSURED: Withlacoochee Regional Water Supply Authority

MAILING ADDRESS: 3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461

CARRIER: Indian Harbor Insurance Company (Non-Admitted)

PROPOSED POLICY PERIOD: From 10/1/2022 to 10/1/2023
12:01 A.M. Standard Time at the Mailing Address shown above

QUOTE EXPIRATION DATE: 10/1/2022

POLICY PREMIUM:	Premium	\$2,751.00
	Fees	\$200.00
	Surplus Lines Taxes and Fees	\$147.55
	Total	\$3,098.55

MINIMUM EARNED PREMIUM: \$1,500.00



**Professional
Governmental
Underwriters, LLC**
The Authority.

25⁺ YEARS
of excellence
EST. 1993

4870 Sadler Road, Suite 102
Glen Allen, VA 23060
Toll Free: 800-586-6502
www.pgul.com
Fax: 804-272-7852

Public Officials Management & Employment Practices Liability

Proposed Insured: Withlacoochee Regional Water Supply Authority
3600 West Sovereign Path, Suite 228
Lecanto, FL 34461

Application #: POL0951174-03-REN

Thank you very much for your submission. Based upon the information received and subject to the limitations outlined below, we are pleased to offer the following:

QUOTATION

Coverage: See coverage form PGU POL 2001 (04/2017) for terms, conditions and limitations

Form: Claims Made

Retro Date: 10/01/2013

Insurer Information: Indian Harbor Insurance Company
A member of the AXA XL Group of Companies
Best Rating: A XV
Surplus Lines Insurer

Filings / Taxes: PGU Not Responsible For Tax Filings

Quotation / Indication valid until: 10/1/2022

If we are offering coverage on a surplus lines basis, the agent is responsible for handling of filings unless we note otherwise on this quotation. If we have provided terms using bid specifications or an application other than ours, the quote is subject to change pending review of a completed and signed PGU application.

Public Officials Management & Employment Practices Liability

Page 2

Proposed Insured: Withlacoochee Regional Water Supply Authority

Terms	Limits	Retentions each claim including LAE	Premium
Public Officials Management	\$1,000,000	\$5,000	\$2,751.00
Employment Practices Liability	\$1,000,000	\$10,000	Included
Policy Aggregate	\$1,000,000		
Non-Monetary Coverage - Defense Only	\$50,000	\$5,000	Included
Non-Monetary Coverage - Defense Only Aggregate	\$100,000		
Crisis Management	\$25,000	\$5,000	Included
Features/Enhancements			
Punitive Damages		See Retentions Above	Included
Personal Injury		See Retentions Above	Included
Third Party Wrongful Acts		See Retentions Above	Included
Back Pay / Front Pay		See Retentions Above	Included
Loss of Earnings		See Retentions Above	Included
Optional Increased Limits			
	2,000,000 CSL		N/A
	3,000,000 CSL		N/A
	4,000,000 CSL		N/A
	5,000,000 CSL		N/A
Premium, Fees and Taxes			
	Total Premium:		\$2,751.00
Comments:			
By purchasing this coverage, you will have the opportunity to register for our PGU Employer Resource Center that provides unlimited, specific, documented, and confidential advice from employment law attorneys. It also provides on-line training courses, including sexual harassment prevention, available for both supervisors and employees. As well as, on-line tools; a state-specific employee handbook builder, forms, posters, news, and more.			

Proposed Insured: Withlacoochee Regional Water Supply Authority

SUBJECTIVITIES - WE MUST BE PROVIDED WITH THESE ITEMS BEFORE COVERAGE CAN BE BOUND:

Deadly Weapon Protection Insurance is available through Professional Governmental Underwriters, Inc. Please contact your underwriter if you are interested in additional information about this new product.

Reminders:

A written request is required to bind coverage.

Backdating of coverage is not allowed.

See attached Coverage Features attachment for additional information.

Limits, retentions, terms and conditions quoted do not necessarily match those requested.

This proposal contains a brief outline of coverages to be included in any policy that may be issued in the future.

This is only a summary and the Terms and Conditions of any policy will take precedence over any proposal.

Minimum Earned Premium is the GREATER of \$1,500 or 25% of annual premium.

We will not cancel flat after inception date.

Engineering Fee is non-refundable.

Applicable Forms: (Other forms may apply. Consult Underwriter for details.)

PN FL 10 09 09	Florida Notice to Policyholders
PGU POL 2000 08 19	Public Officials and Employment Practices Liability Declarations
IL MP 9104 0314 IHIC 03 14	In Witness
PGU 2002 04 17	Schedule of Policy Forms and Endorsements
PGU POL 2001 04 17	Public Officials and Employment Practices Liability Insurance Policy
PGU POL 1033 04 17	Additional Insureds - Boards, Commissions or Units
PGU 1052 (POL) 04 17	Minimum Earned Premium Upon Cancellation
PGU POL 1136 04 17	Coverage for Independent Contractors as Employees Specifically Listed or Described
PGU 1133 01 22	US Professional Indemnity - Cyber Exclusion
XL-FLSOP 11 10	Service of Process
PN FL 03 10 15	Florida Notice to Policyholders
PN CW 01 01 22	Notice to Policyholders - Fraud Notice
PN CW 02 01 19	Notice to Policyholders - Privacy Policy
PN CW 05 05 19	Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")



**Professional
Governmental
Underwriters, LLC**
The Authority.

***PGU is The Authority® on
Public Officials Management & Employment Practices Liability***

Coverage Features:

Defense in Addition to the Limit <i>(unless otherwise endorsed)</i>	✓
D&O/E&O/EPL coverage form	✓
Sublimit for Defense for Non-Monetary Claims	✓
Modified Consent to Settle (soft hammer) Clause with only 40% co-insurance requirement for insured	✓
Intentional/Criminal Acts Exclusion to include defense reimbursement until final favorable adjudication	✓
Business Invitee (Third Party) Liability covering Emotional Distress, Sexual Harassment, Discrimination and other allegations	✓
Broad definition of Loss including Back & Front Pay and Punitive Damages with a most favorable venue up to policy limit	✓
Broad definition of Wrongful Act including Personal Injury	✓
Broad definition of Claim including coverage for regulatory proceedings, arbitration hearings and EEOC hearings <i>(subject to exclusions)</i>	✓
Eminent Domain and Inverse Condemnation defense carve-back sublimit	✓
75-day mini-tail at no cost	✓
Bi-Lateral ERP options of 1, 2 and 3 years	✓
Sub-Limit for Crisis Management	✓
Sub-limit for Wage & Hour (FLSA)	Available by Endorsement
Sub-Limit for Fiduciary Liability	Available by Endorsement
Defense Only Reimbursement Coverage for Breach of Contract	Available by Endorsement
24/7 Toll-free and on-line access to Employer HELPLINE for employment law and HR support	✓

This document is intended to summarize key coverage features generally available. It does not summarize your quotation/indication. Please review the entire quotation/indication, policy form and endorsements for specific details.

Professional Governmental Underwriters | 4870 Sadler Road, Suite 102, Glen Allen, VA 23060

Toll Free: 800-586-6502 | www.pgul.com

Item 6.c.

Consent Agenda

Bills to be Paid

**August bills in the meeting materials;
September bills to be provided at meeting.**

Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

Bills For Payment
8/15/2022

<u>Administrative Invoices</u>	<u>Invoice Number(s)</u>	<u>Invoice Date</u>	<u>Amount</u>
Suzannah J. Folsom, PE, Executive Director	1186	8/1/2022	\$8,219.37
Rob Batsel, General Counsel	1650	7/31/2022	\$963.50
C. LuAnne Stout, Admin Asst (Services)	7-Jul-22	8/1/2022	\$3,218.75
Karen Allen (Web Maintenance)	150	8/8/2022	\$175.00
Truist Bank Business Card Statement	8.2.2022	8/2/2022	\$434.71
Total Administrative Invoices			\$13,011.33

<u>Water Supply Studies and Facilities</u>	<u>Contract/ Budget</u>	<u>Balance Remaining</u>	<u>Current</u>
2022 General Services Contract	\$30,000.00	\$30,000.00	
Work Order 2022-01 INTERA Incorporated	\$10,000.00	\$5,800.00	
Work Order 2022-02 PWR-RESPEC	\$10,000.00	\$10,000.00	
Work Order 2022-03 WRA	\$10,000.00	\$10,000.00	
FY21-22 Water Conservation Grants Program	\$140,000.00	\$140,000.00	
Citrus County	\$44,250.00	\$44,250.00	
Hernando County	\$48,750.00	\$48,750.00	
Marion County	\$21,847.00	\$21,847.00	
Sumter County	\$22,000.00	\$710.00	
Phase 5 Irrigation Program (Q040)	\$145,000.00	\$30,981.27	
Phase 6 Irrigation Program (Q138)	\$121,200.00	\$11,966.35	\$1,625.00 (1)
Total Project Invoices	\$603,047.00		\$1,625.00
Total Bills to be Paid			\$14,636.33
State Board of Administration	Transfer from SBA2 to SBA1		\$1,625.00
State Board of Administration	Transfer from SBA1 to SunTrust Bank		\$14,636.33

Notes:

(1) Phase 6 (Q138) - Irrigation Audits - Followups

Jack Overdorff, ECO Land Design	\$1,625.00	Invoice 510
C. LuAnne Stout, Admin Services	\$0.00	
	<u>\$1,625.00</u>	

Item 6.d.

Consent Agenda

Third Quarter Financial Report

PURVIS GRAY

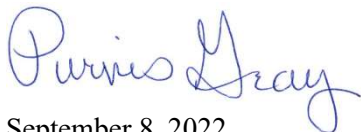
To The Governing Board
Withlacoochee Regional Water Supply Authority
Ocala, Florida

Management is responsible for the accompanying financial statements of the Withlacoochee Regional Water Supply Authority (the Authority), an Independent Special District, as of and for the three (3) months and nine (9) months ended June 30, 2022, which collectively comprise the Authority's basic financial statements, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows as required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Supplementary Information

The budgetary comparison information is not a required part of the basic financial statements but is supplementary information. The supplementary information has been compiled from information that is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information, and do not express an opinion, a conclusion, nor provide any assurance on such information.



September 8, 2022
Ocala, Florida

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando

purvisgray.com

*Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA.*

Withlacoochee Regional Water Supply Authority
STATEMENT OF NET POSITION

As of June 30, 2022

ASSETS

Cash in Bank - SunTrust	\$ 48,725.70
Cash in Bank - SBA1	769,024.42
Cash in Bank - SBA2	1,207,635.16
Accounts Receivable - Coop	4,606.87
Accounts Receivable - SWFWMD	11,977.94
Accounts Receivable - County	25,620.92
Prepaid Expense	<u>1,457.19</u>

Total Current Assets	2,069,048.20
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PROPERTY AND EQUIPMENTS

Equipment	3,728.84
Accum Deprec - Equipment	(3,443.97)
Citrus Co. Wellfield	3,105,814.56
Citrus Co. Wellfield 90	1,613,006.01
Citrus Co. Wellfield 88	176,410.64
Accum Deprec - Wellfields	<u>(4,540,329.17)</u>

Total Property and Equipment	<u>355,186.91</u>
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TOTAL ASSETS	<u>\$ 2,424,235.11</u>
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LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Acct Payable - General	<u>\$ 33,644.97</u>
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Total Current Liabilities	33,644.97
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NET POSITION

Net Investment in Capital Assets	355,186.91
Unrestricted Net Position	1,895,763.86
Net Income	<u>139,639.37</u>

Total Net Position	<u>2,390,590.14</u>
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TOTAL LIABILITIES AND NET POSITION	<u>\$ 2,424,235.11</u>
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Withlacoochee Regional Water Supply Authority

STATEMENT OF REVENUES AND EXPENSES

For the Period Ended June 30, 2022

	<u>3 months ended</u>		<u>9 months ended</u>	
	<u>June 30, 2022</u>	<u>%</u>	<u>June 30, 2022</u>	<u>%</u>
Revenue				
Citrus Co. Assessments	\$ 7,095.75	5.37 %	\$ 21,287.25	6.04 %
Hernando Co. Assessments	9,129.00	6.91 %	27,387.00	7.78 %
Sumter Co. Assessments	6,717.75	5.08 %	20,153.25	5.72 %
Marion Co. Assessment	17,486.50	13.23 %	52,459.50	14.89 %
Interest Income - SBA Accounts	4,617.88	3.49 %	6,201.35	1.76 %
CAB Wlfld Project Revenues	71,750.71	54.28 %	188,755.76	53.59 %
CAB Wlfld Operating Revenues	4,829.50	3.65 %	14,488.50	4.11 %
Ph5 Irg Audit Prgm SWFWMD Match	1,692.00	1.28 %	1,692.00	0.48 %
Ph6 Irg Audit Prgm SWFWMD Match	2,953.65	2.23 %	6,729.99	1.91 %
Ph6 Irg Audit Prgm Coop Match	5,907.28	4.47 %	13,084.83	3.71 %
Total Revenue	132,180.02	100.00 %	352,239.43	100.00 %
Operating Expenses				
Administrative Assistant	9,656.25	7.31 %	28,968.75	8.22 %
Advertising	0.00	0.00 %	645.92	0.18 %
Audit	11,200.00	8.47 %	11,200.00	3.18 %
Bank Charges	19.58	0.01 %	19.58	0.01 %
Bookkeeping Services	1,000.00	0.76 %	1,000.00	0.28 %
CABlack Wellfield & WTF Eval	0.00	0.00 %	4,200.00	1.19 %
Depreciation Expense	12,238.00	9.26 %	36,714.00	10.42 %
Executive Director	21,675.00	16.40 %	65,025.00	18.46 %
FY 20 Local Govt Grant Prg	0.00	0.00 %	1,509.50	0.43 %
FY 21 Local Govt Grant Prg	21,290.00	16.11 %	21,290.00	6.04 %
Legal - Monthly Meeting	963.50	0.73 %	2,044.50	0.58 %
Legal - Other Services	376.00	0.28 %	1,150.64	0.33 %
Liability Insurance	774.64	0.59 %	1,549.28	0.44 %
Office Supplies	161.45	0.12 %	680.03	0.19 %
Phase 6 Q138 Irrigation Prgm	14,386.00	10.88 %	27,695.15	7.86 %
Postage	195.76	0.15 %	523.66	0.15 %
Printing & Reproduction	396.60	0.30 %	1,560.15	0.44 %
Publications/Software	0.00	0.00 %	126.92	0.04 %
Registration/Dues	0.00	0.00 %	535.00	0.15 %
Rent (Lecanto Gov't Bldg)	511.92	0.39 %	1,535.76	0.44 %
State Fees/Assessments	0.00	0.00 %	175.00	0.05 %
Telephone	286.65	0.22 %	860.62	0.24 %
Travel (Board Members & Staff)	164.83	0.12 %	735.60	0.21 %
Web Page/Computer Maintenance	949.98	0.72 %	2,855.00	0.81 %
Total Operating Expenses	96,246.16	72.81 %	212,600.06	60.36 %
Net Income (Loss)	\$ 35,933.86	27.19 %	\$ 139,639.37	39.64 %

Withlacoochee Regional Water Supply Authority

BUDGET TO ACTUAL

For the Period Ended June 30, 2022

	<u>9 months ended</u> <u>June 30, 2022</u> <u>Actual</u>	<u>9 months ended</u> <u>June 30, 2022</u> <u>Budget</u>	<u>Variance</u> <u>Over/(Under)</u> <u>Budget</u>	<u>Annual</u> <u>Budget</u>	<u>Variance</u>
Revenue					
Citrus Co. Assessments	\$ 21,287.25	\$ 21,287.25	\$ -	\$ 28,383.00	\$ (7,095.75)
Hernando Co. Assessments	27,387.00	27,387.00	-	36,516.00	(9,129.00)
Sumter Co. Assessments	20,153.25	20,153.25	-	26,871.00	(6,717.75)
Marion Co. Assessment	52,459.50	52,459.50	-	69,946.00	(17,486.50)
Interest Income - SBA Accounts	6,201.35	-	6,201.35	-	6,201.35
CAB Wifld Project Revenues	188,755.76	153,511.50	35,244.26	204,682.00	(15,926.24)
CAB Wifld Operating Revenues	14,488.50	14,488.50	-	19,318.00	(4,829.50)
Ph5 Irg Audit Prgm SWFWMD Match	1,692.00	-	1,692.00	-	1,692.00
Ph6 Irg Audit Prgm SWFWMD Match	6,729.99	22,725.00	(15,995.01)	30,300.00	(23,570.01)
Ph6 Irg Audit Prgm Coop Match	13,084.83	11,362.50	1,722.33	15,150.00	(2,065.17)
Total Revenue	352,239.43	323,374.50	28,864.93	431,166.00	(78,926.57)
Operating Expenses					
Administrative Assistant	\$ 28,968.75	\$ 28,968.75	\$ 0.00	\$ 38,625.00	\$ (9,656.25)
Advertising	645.92	600.00	45.92	800.00	(154.08)
Audit	11,200.00	8,463.00	2,737.00	11,284.00	(84.00)
Bank Charges	19.58	-	19.58	-	19.58
Bookkeeping Services	1,000.00	1,500.00	(500.00)	2,000.00	(1,000.00)
Contingencies	-	1,126.50	(1,126.50)	1,502.00	(1,502.00)
Depreciation Expense	36,714.00	-	36,714.00	-	36,714.00
Executive Director	65,025.00	65,025.00	-	86,700.00	(21,675.00)
FY 20 Local Govt Grant Prg	1,509.50	-	1,509.50	-	1,509.50
FY 21 Local Govt Grant Prg	21,290.00	105,000.00	(83,710.00)	140,000.00	(118,710.00)
General Services Contracts	4,200.00	37,500.00	(33,300.00)	50,000.00	(45,800.00)
Legal - Monthly Meeting	2,044.50	3,172.50	(1,128.00)	4,230.00	(2,185.50)
Legal - Other Services	1,150.64	12,690.00	(11,539.36)	16,920.00	(15,769.36)
Liability Insurance	1,549.28	2,250.00	(700.72)	3,000.00	(1,450.72)
Office Supplies	680.03	750.00	(69.97)	1,000.00	(319.97)
Phase 6 Q138 Irrigation Prgm	27,695.15	45,450.00	(17,754.85)	60,600.00	(32,904.85)
Postage	523.66	600.00	(76.34)	800.00	(276.34)
Printing & Reproduction	1,560.15	1,200.00	360.15	1,600.00	(39.85)
Publications/Software	126.92	112.50	14.42	150.00	(23.08)
Registration/Dues	535.00	1,125.00	(590.00)	1,500.00	(965.00)
Rent (Lecanto Gov't Bldg)	1,535.76	1,536.00	(0.24)	2,048.00	(512.24)
State Fees/Assessments	175.00	131.25	43.75	175.00	-
Telephone	860.62	900.00	(39.38)	1,200.00	(339.38)
Travel (Board Members & Staff)	735.60	3,750.00	(3,014.40)	5,000.00	(4,264.40)
Web Page/Computer Maintenance	2,855.00	1,875.00	0.00	2,500.00	355.00
Total Operating Expenses	212,600.06	323,725.50	(112,105.44)	431,634.00	(219,033.94)
Increase (Decrease) in Net Position	139,639.37	(351.00)	140,970.37	(468.00)	140,107.37

Item 6.e.

Consent Agenda

Fiscal Year 2022-23 Calendar of Board Meeting Dates

Ms. Suzy Folsom, WRWSA Executive Director, will present this item.

The Authority is required to follow Chapter 189, Florida Statutes, concerning meeting notices. In response to these statutory requirements, the Authority publishes an annual calendar of meeting dates that is approved by the Board. Any changes to the meeting dates, times or locations must be published in area newspapers to notice the change from the originally published calendar.

The following dates are proposed for the Fiscal Year 2022-23 meeting schedule.

Location of Meetings:	Lecanto Government Building, Room 166 3600 W. Sovereign Path Lecanto, Florida 34461
Start Time:	3:30 p.m.
Meeting Dates:	November 16, 2022 (Nov 30 - Dec 2 FAC Conf) January 18, 2023 March 15, 2023 May 17, 2023 July <u>26</u> , 2023 (July 19 Permitting Summer School) September 20, 2023

Staff Recommendation:

Board approval of the Fiscal Year 2022-23 meeting dates as shown above.

Item 6.f.

Marion County Local Government Grants Program

Ms. Suzannah Folsom, WRWSA Executive Director, will present this item.

Marion County has prepared its reimbursement request for the Fiscal Year 2021-2022 water supply and conservation grant funding. While the overall program is within the requested budget, two of the line-item budget amounts have been exceeded by more than 10%. The increases requested are for Educational Outreach and Educational Print Media. Adjustments of greater than 10% require WRWSA Board of Directors approval.

A summary of the reimbursement request is shown below:

Marion County Grant Funding Reimbursement request			
Line-Item	Budget Amount	Request Amount	Invoice Pages
Educational Outreach	\$ 2,500.00	\$ 17,764.00	3-16, 27-30
Utility Bill Inserts	\$ 1,645.00	\$ 1,130.00	26
Educational Print Media	\$ 1,850.00	\$ 6,117.77	33-34, 35-39
Landscape & Irrigation Rebate Program	\$ 21,000.00	\$ 3,873.76	2, 31
Low Flow Toilet Rebates East	\$ 8,000.00	\$ 1,200.00	17-25
Low Flow Toilet Rebates West	\$ 2,000.00	\$ -	n/a
Water Conservation Kits MCU	\$ 3,500.00	\$ 1,998.78	32
Water Conservation Kits - Non MCU	\$ 2,000.00	\$ -	n/a
Billboards	\$ 1,200.00	\$ -	n/a
Total	\$ 43,695.00	\$ 32,084.31	

Upon approval WRWSA will reimburse Marion County for 50% of the requested amount. A copy of the letter of request is also attached.

Staff Recommendation:

Board approval of grant funding agreement line item adjustments.

Reimbursement email from Rachel Novak

Suzannah Folsom <sfolsom@wrwsa.org>

Wed 9/7/2022 11:34 AM

To: Istout wrwsa.org <Istout@wrwsa.org>

From: Novak, Rachel <Rachel.Novak@marionfl.org>

Sent: Wednesday, August 31, 2022 12:09 PM

To: Suzannah Folsom <sfolsom@wrwsa.org>

Subject: RE: Reimbursement request- Rain sensors

Suzannah,

I have sent WRWSA Marion County's grant reimbursement request in a separate email. The request does include activities that have exceeded the previously requested amount within the categories of Educational Outreach and Educational Print Media.

Marion County's 21/22 grant agreement outlines a budgeted amount of \$2,500.00 towards Educational Outreach, with a 50% cost share from both Marion County and WRWSA. I found that activities in this category provided the best form of water conservation education to the public and had a final expense of \$17,764 in qualifying activities, which included radio PSA's and billboard advertisements. Marion County is requesting a fifty percent reimbursement from WRWSA in the amount of \$8,882.00 for these activities.

Additionally, Marion County's 21/22 grant agreement outlines a budgeted amount of \$1850.00 towards Educational Print Media, with a 50% cost share from both Marion County and WRWSA. I found that activities in this category also provided a better form of water conservation education to the public and had a final expense of \$6,117.77 in qualifying activities, which included promotional items and water conservation brochures. Marion County is requesting a fifty percent reimbursement from WRWSA in the amount of \$3,058.00 for these activities.

If possible, please add these needed adjustments to the next WRWSA board meeting agenda for consideration.

Thank you,



Rachel Novak

Water Resources Liaison

Office of the County Engineer

Marion County Board of County Commissioners

412 SE 25th Ave.

Ocala, FL 34471

Main: 352-671-8686 | Direct: 352-671-8672

Empowering Marion for Success!

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Item 7.a & 7.b.

As-Needed Technical and Engineering Services

Ms. Suzannah Folsom, WRWSA Executive Director, will present this item.

a. Authorization to Enter into Contracts with Qualified Firms

At its May 2022 meeting, the Board authorized staff to issue a Request for Qualifications (RFQ) for General Professional Engineering and Technical Services. Six (6) Statement of Qualifications (SOQs) were timely received and all met the RFQ requirements. The six firms are listed below in alphabetical order.

Firms (listed alphabetically)	Location
Applied Sciences Consulting, Inc.	Tampa
Cardno, now Stantec	Riverview
CHA Consulting, Inc.	Tampa
Hazen and Sawyer	Tampa
INTERA Incorporated	Lutz
Kimley-Horn	Ocala

Included as exhibits to this item are a summary of the SOQ scoring, and the proposed agreement template for these services. The agreements with these firms do not authorize any work; work is authorized through the issuance of subsequent Work Orders, which must be approved by the Board (see item 7.b. below). The agreements are to be effective October 1, 2022, the beginning of the new fiscal year; and are for a three-year period and may be extended for two one-year periods upon mutual written agreement of both parties.

Exhibit 7.a – 1. Submittal Scoring Summary 2022

Exhibit 7.a – 2. General Professional Engineering and Technical Services –
Contract Template 2022

Staff Recommendation:

Board (1) approve the recommended list of firms for award of contracts for General Professional Engineering/Technical Services, as presented above; and (2) authorize the Executive Director to enter into an agreement with each firm consistent with the contract template exhibit.

b. Authorization to Issue Work Orders

Contingent upon the Board's action on Agenda Item 7.a., staff recommends issuance of the following Work Orders for the General Engineering and Technical Services:

Hazen and Sawyer – The purpose of this Work Order is to provide general engineering and technical support services to the Authority Board and Executive Director on an as-needed basis. The Work Order amount is \$10,000.

INTERA – The purpose of this Work Order is to continue ongoing representation of the Authority on the Springs Coast Technical Advisory Board. The Work Order amount is \$10,000.

Item 7.a & 7.b.

A copy of the proposed Work Orders are included as Exhibits to this item in the Board's meeting materials.

Exhibit 7.b. – 1. As-Needed Work Order 2023-01 Hazen and Sawyer

Exhibit 7.b .– 2. As-Needed Work Order 2023-02 INTERA

Staff Recommendation:

Board authorize the Executive Director to issue:

- (1) Work Order to Hazen and Sawyer in an amount not to exceed \$10,000 for the period through September 30, 2023; and
- (2) Work Order to INTERA in an amount not to exceed \$10,000 for the period through September 30, 2023.

**GENERAL PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES
STATEMENT OF QUALIFICATIONS Evaluation Criteria**

RFQ Component			Applied Sciences	Cardno	CHA	Hazen	Intera	Kimley-Horn
Received by 7/15/2022 2:00 pm deadline			Y	Y	Y	Y	Y	Y
4 paper and 4 electronic copies provided			Y	Y	Y	Y	Y	Y
Limited to 30 pages (not including covers, letter, section dividers)			Y	Y	Y	Y	Y	Y
Single sided, 8.5" x 11"			Y	Y	Y	Y	Y	Y
Minimum 1" margins			Y	Y	Y	Y	Y	Y
Minimum 12 font size			Y	N	Y	Y	Y	Y
Signed Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on			Y	Y	Y	Y	Y	Y
Legal name, address, phone number and email of Consultant			Y	Y	Y	Y	Y	Y
Legal form of company			Incorporated	Incorporated	Incorporated	Professional Corporation	Incorporated	Incorporated
Indicate if Consultant now represents any of the Authority's member governments in any way			Brooksville	N	N	N	N	Citrus, Marion, Sumter, Belleview, Crystal River
Indicate if Consultant is currently involved in any litigation against any of the Authority member governments			N	N	N	N	N	N
SOQ Requirements	Possible Points	Basis of Scoring	Score					
Principal location(s) of Consultant	10	10 - Office located in four County service area (Marion, Citrus, Hernando, Sumter)	5	5	5	5	5	10
		5 - Office(s) elsewhere in Florida						
		0 - Office(s) outside of Florida						
Project Officer Qualifications	25	Evaluation based on management of similar work	23	22	24	24	23	21
Qualifications and professional experience of other key	25	Evaluation based on completion of similar work	25	23	25	25	25	25
Example projects	25	Evaluation based on project size and scope similarity	22	22	24	22	23	21
Previous volume of work for WRWSA	5	5 - No work completed with WRWSA in the last 5 years	5	0	0	5	0	5
		0 - Work completed with WRWSA in the last 5 years						
References	10	Evaluation based on references	5	7	10	8	6	8
Total	100	Score	85	79	88	89	82	90
		Rank	4	6	3	2	5	1

**AGREEMENT FOR GENERAL PROFESSIONAL
ENGINEERING/TECHNICAL SERVICES
BETWEEN THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND _____**

The Agreement is made this _____ day of _____, 2022 between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, hereinafter referred to as the “Authority” whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461, and _____, hereinafter referred to as “Consultant” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, plans for and develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities; and

WHEREAS, the Authority desires to retain a consultant to provide as-needed General Professional Engineering/Technical Services which may include but are not limited to: planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply and conservation planning technical assistance and implementation of the Authority’s water supply plans; feasibility studies; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water quality analysis, water facility and transmission main design, permitting and permit compliance; construction inspection/management services and system evaluations; and

WHEREAS, the Authority has selected Consultant in accordance with the provisions of the Florida Consultant’s Competitive Negotiation Act; and

WHEREAS, Consultant desires to render as-needed General Professional Engineering/Technical Services to the Authority, and has the experience, staff and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “As-Needed General Professional Engineering/Technical Services” – Professional engineering/technical services to be provided by Consultant to the Authority from time-to-time, generally consisting of (but not limited to): planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply planning technical assistance and implementation of the Authority’s water supply plans; feasibility studies; review and analysis of water management district minimum flows and levels and other resource management programs; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water facility design, permitting and permit compliance; construction inspection/management services and system evaluations.
- C. “Fee Schedule” – Schedule showing billing rates for Consultant’s various personnel classifications which serves as a basis for budget development on tasks within the Scope of Services, and which is included as “Exhibit A” in the Agreement.

- D. “Scope of Services” – Specific tasks and duties to be conducted by Consultant within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order (a.k.a. Project).
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, tests, samples, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement Documents.
- G. “Work Order” (aka Project) – An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee.

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform As-Needed General Professional Engineering/Technical Services as directed by the Authority. Key personnel and sub-consultants shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONSULTANT’S RESPONSIBILITY

For each Work Order assigned to Consultant, the Authority and Consultant shall develop a Scope of Services that will include the project objective, project tasks, staffing, completion timeframe

and estimated costs required to complete the Work Order. Consultant shall proceed and furnish these services upon authorization by the Authority. In addition to the services set forth in individual Work Orders, Consultant shall perform the following:

- A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Consultant shall maintain an adequate and competent staff licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant's policies, opinions and decisions related to each assigned Work Order.
- D. Consultant shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of the Work Order.
- E. Consultant shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and/or its authorized representative shall have the right to visit the site and/or the office of Consultant at any reasonable time for purposes of inspection. The documents and drawings obtained or generated under the Agreement shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. In addition to the documents and reports set forth in Work Orders, Consultant shall

deliver to the Authority, at cost, copies of such documents or reports the Authority may request from time to time.

- F. Consultant shall cooperate with other engineers, consultants, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with services of Consultant under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Orders, transmit instructions, receive information, approve invoices and authorize payments thereon, interpret and define the Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Consultant's services.
- B. To provide, within a reasonable time from request of Consultant existing data, plans, reports and other information in the Authority's possession or under the Authority's control which are necessary or may be helpful to Consultant in their performance of their

duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

- C. To give prompt written notice to Consultant if the Authority observes or otherwise becomes aware of any fault or defect in any Scope of Services or non-conformance with the Agreement Documents.
- D. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services.

SECTION 5. TIME OF PERFORMANCE

Consultant shall commence work on a Work Order immediately upon receipt of the Work Order and shall satisfactorily complete all work in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

Compensation for individual Work Orders performed by the Consultant shall be payable as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedule in Exhibit "A" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority. The Fee Schedule in Exhibit "A" may be adjusted on an annual basis upon written approval by the Executive Director.
- B. The fair and reasonable expenses of Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall

also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Work Order activities, and agreed to by the Executive Director. Expenses, which may be incurred by Consultant for travel or hotels, must be pre-approved by the Executive Director and, if pre-approved, will be reimbursed in accordance with section 112.061, Florida Statutes (per diem and travel expenses of public officers, employees, and authorized persons). This paragraph supersedes any conflicts that may occur with Exhibit “A”.

- C. Consultant shall prepare and submit to the Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 10th day of the month for work completed the previous month. Payment shall be made expeditiously within a maximum of ninety (90) days after the date on which the monthly invoice is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. “Delinquent” shall be defined as an invoice not being paid within ninety (90) days from receipt thereof by the Authority. Consultant’s right to suspend

services does not become effective if the Authority has withheld payment of an invoice for cause.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to section 218.76(2), Florida Statutes, as may be amended.

SECTION 7. AGREEMENT DOCUMENTS

The documents, which comprise the Agreement between the Authority and Consultant, consist of the Agreement and the following documents, which are attached hereto and incorporated by reference;

- A. Consultant's DATE, 2022 Statement of Qualifications
- B. Fee Schedule, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B",
- D. Any written amendments, modifications, work orders or addenda to the Agreement.

SECTION 8. DOCUMENTS AND DATA

- A. All original documents prepared by Consultant are instruments of service and shall become property of the Authority. However, the use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the Scope of Services will be considered the

property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and/or completion of each work order.

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph E.
- C. All tracings, plans, specifications, maps, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within the Scope of Services of Consultant pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.
- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result of the Scope of Services and all information, design, specifications, data, and findings available to the Authority in accordance with Section 3, Paragraph E. No material prepared in connection with the Project will be subject to copyright by Consultant. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Consultant

pursuant to assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within the Scope of Services of Consultant pursuant to the Agreement shall be at the risk of the Authority. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Project are released by the Authority for publicity, proper credit for engineering shall be given to Consultant, provided the giving of such credit is without cost to the Authority.

- F. For a period of five (5) years after the completion of the work orders, Consultant agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement in accordance with Section 3, Paragraph E, at cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.
- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to any assigned Work Order without first obtaining the Authority's written consent.

SECTION 9. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 527-5795, sfolsom@wrwsa.org, LECANTO GOVERNMENT BUILDING, 3600 W. SOVEREIGN PATH, SUITE 228, LECANTO FL 34461

The Contractor must comply with Florida's public records laws, including but not limited to the following:

- A. Keep and maintain public records required by the public agency in order to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 10. STANDARD OF PERFORMANCE

Consultant shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced engineering organization rendering the same services, and in accordance with sound engineering principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound engineering principles and practices.

SECTION 11. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Consultant agrees to comply with any applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
- C. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, order and decisions, that may affect Consultant's performance of the Agreement.
- D. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered

in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.

- E. Consultant shall obtain and review all information and data which relates to assigned Work Orders or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement Documents or related to work under separate contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.
- F. Consultant recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 12. SUSPENSION OF PROJECT – EXTRA WORK

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Scope of Services upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order, and amendments to any Scope of Services by the Authority shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services for a Work Order ("Extra Work"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Work. If the Authority determines such service does

constitute Extra Work, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Project, Consultant shall resume its services until the Scope of Services is completed in accordance with the Agreement, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount which is necessary to meet the project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under this Agreement, Consultant shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under the Agreement.

- F. If Authority requires Consultant to assist with an audit of the Project costs, such assistance shall not be considered Extra Work.

SECTION 13. SUBCONTRACTORS

Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein.

SECTION 14. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its contractual staff shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a

wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 15. INSURANCE

- A. The Consultant shall purchase and maintain such workers compensation, commercial (occurrence form) or comprehensive general liability, professional liability and other insurance as are appropriate for the services being performed hereunder by Consultant, its employees or agents.
- B. The amounts and types of insurance shall conform to the following minimum requirements:
1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. The Authority is to be specifically included as additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

4. Professional Liability. Coverage must include:

- a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
- b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other

insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.

- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Consultant shall require each of its subcontractors, suppliers and other persons or organizations working for Consultant to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Consultant in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Consultant, unless such party is a licensed professional. The preceding sentence does not preclude Consultant for requiring such insurance. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with the Project

comply with all of the insurance requirements contained herein relative to each such party.

SECTION 16. INDEMNIFICATION OF THE AUTHORITY

Consultant shall indemnify and hold harmless the Authority, and its directors, officers and contractual staff from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of Consultant and other persons employed or utilized by the Consultant in performance of the Agreement. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 17. TERM OF AGREEMENT

- A. The term of this Agreement is for three (3) years and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

SECTION 18. TERMINATION OF AGREEMENT BY THE AUTHORITY

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice. If the Agreement is so terminated, Consultant shall be paid for all services performed, pursuant to the terms and conditions of the Agreement, through the date of Consultant's receipt of notice of termination. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.

B. In the event the Agreement should be terminated by Authority or Consultant, or the term of the agreement expires, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Project Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance; and
4. Section 15, regarding Indemnification

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure the Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. Consultant represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

SECTION 22. SUCCESSORS AND ASSIGNS

Neither Authority nor Consultant shall assign, sublet or transfer any interest in the Agreement without the written consent of the other. The Authority and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the Agreement and to the partners, successors, permitted assigns and legal representatives of such other party with respect to all covenants of the Agreement.

SECTION 23. FORCE MAJEURE

Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Consultant. In any such event, Consultant's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

This Agreement gives no rights or benefits to anyone other than the Authority and Consultant and has no third-party beneficiaries.

SECTION 25. DISPUTE RESOLUTION

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

SECTION 26. CONTROLLING LAW

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Citrus County, Florida.
- B. In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including witness fees, court costs and attorneys' fees at both the trial and appellate level.

SECTION 27. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
Attention: Suzannah Folsom, PE, PMP, Executive Director

If to the Consultant: _____

Attention: _____, _____

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 28. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY**

BY: _____

Suzannah J. Folsom, PE, PMP Date
Executive Director

WITNESSES:

BY: _____

Date

Print Name

PREPARED BY:

Title

Robert W. Batsel, Jr., Attorney
General Counsel for

GENERAL ENGINEERING & TECHNICAL SERVICES

WORK ORDER No. 2023-02

INTRODUCTION AND BACKGROUND

This Work Order No 2023-02 "General Support Services" is approved this twenty-first day of September 2022 and is incorporated by reference into the Agreement for General Professional Engineering Technical Services entered into on September 21, 2022 between the Withlacoochee Regional Water Supply Authority (Authority or WRWSA) and HAZEN AND SAWYER, P.C. (Consultant), for General Professional Engineering & Technical Services.

SCOPE OF WORK

The Consultant will assist the Authority Board and Executive Director with policy, programmatic and technical aspects of the Authority on an as-needed basis. This work requires the expertise of a water supply engineering firm to provide a wide range of disciplines for its successful implementation.

The Consultant responsibilities will include, but not be limited to:

1. Assisting the Authority Executive Director with water-related policy, technical and programmatic issues;
2. Assisting in the administration of the Charles A. Black water supply facilities;
3. Providing technical assistance regarding regional water supply planning and implementation;
4. Assisting in responding to inquiries and investigations from member governments, the water management districts, the Florida Department of Environmental Protection and other interested parties;
5. Attendance at various board, water management district, county and city meetings;
6. Participation and coordination with Authority member governments;
7. Coordination with the SWFWMD and SJRWMD;
8. Presentations regarding the Authority's activities to various boards, commissions, councils and other organizations;
9. Development of position papers and providing assistance developing Authority Board meeting material; and
10. Other related activities requested and approved by the Executive Director.

COMPENSATION

The Consultant shall receive compensation and reimbursement for travel and other expenses not to exceed the sum of \$10,000, consistent with the rate schedule attached as Exhibit A to the Agreement.

SCHEDULE

The schedule for Consultant services will commence upon execution of this Work Order by the Authority and Consultant but no sooner than October 1, 2022 and will continue through September 30, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the day and year first written above.

WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY

Suzannah J. Folsom
Executive Director

Date: _____

HAZEN AND SAWYER, P.C.

Andre Dieffenthaler
Contract Manager

Date: _____

GENERAL ENGINEERING & TECHNICAL SERVICES

WORK ORDER No. 2023-01

INTRODUCTION AND BACKGROUND

This Work Order No 2023-01 "General Support Services" is approved this twenty-first day of September 2022 and is incorporated by reference into the Agreement for General Professional Engineering Technical Services entered into on September 21, 2022 between the Withlacoochee Regional Water Supply Authority (Authority or WRWSA) and INTERA Incorporated (Consultant), for General Professional Engineering & Technical Services.

SCOPE OF WORK

The Consultant will assist the Authority Board and Executive Director with policy, programmatic and technical aspects of the Authority on an as-needed basis. This work requires the expertise of a water supply engineering firm to provide a wide range of disciplines for its successful implementation.

The Consultant responsibilities will include, but not be limited to:

1. Assisting the Authority Executive Director with water-related policy, technical and programmatic issues;
2. Assisting in the administration of the Charles A. Black water supply facilities;
3. Providing technical assistance regarding regional water supply planning and implementation;
4. Assisting in responding to inquiries and investigations from member governments, the water management districts, the Florida Department of Environmental Protection and other interested parties;
5. Attendance at various board, water management district, county and city meetings;
6. Participation and coordination with Authority member governments;
7. Coordination with the SWFWMD and SJRWMD;
8. Presentations regarding the Authority's activities to various boards, commissions, councils and other organizations;
9. Development of position papers and providing assistance developing Authority Board meeting material; and
10. Other related activities requested and approved by the Executive Director.

COMPENSATION

The Consultant shall receive compensation and reimbursement for travel and other expenses not to exceed the sum of \$10,000, consistent with the rate schedule attached as Exhibit A to the Agreement.

SCHEDULE

The schedule for Consultant services will commence upon execution of this Work Order by the Authority and Consultant but no sooner than October 1, 2022 and will continue through September 30, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the day and year first written above.

WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY

Suzannah J. Folsom
Executive Director

Date: _____

INTERA Incorporated

Patrick Tara
Principal Engineer

Date: _____

Phase 7 Irrigation System Audit Program – Contractor Selection

Ms. Suzannah Folsom, Executive Director, will present this item.

At its July 2022 meeting the Board authorized staff to issue a Request for Quotes (RFQ) for Phase 7, Irrigation System Evaluation Program. Staff advertised publically on the DemandStar website, in five local newspapers and in the Florida Administrative Weekly.

One quote was received in response to the RFQ. The submitted quote, by Eco Land Designs, LLC, meets the RFQ requirements. Mr. Jack Overdorff, RLA, is the president of the firm and has been conducting irrigation audits for the Authority under previous phases of the program. His work to-date has met and surpassed all contract requirements.

The proposed Cooperative Funding Initiative (CFI) agreement is anticipated to be approved by SWFWMD on September 21, 2022. If, for some reason the Authority and the SWFWMD do not enter into a CFI agreement for this project, the contract with the contractor has provisions allowing the Authority to cancel the contract. If the Board approves the staff's recommendations, as presented below, the Authority's attorney will review and approve the final CFI agreement between the SWFWMD and the WRWSA before the Executive Director executes the agreement. The staff recommendations are broken into three parts, and the proposed Agreement between the contractor and the WRWSA is included as an exhibit to this item.

See Exhibits for this item:

- (1) Quote Evaluation Form;
- (2) Agreement between the WRWSA and Eco Land Design, LLC, for the WRWSA Regional Irrigation Evaluation Program (Q306).

Staff Recommendations:

1. The Authority Board approve the selection of Eco Land Design, LLC, as contractor to perform the irrigation system evaluations for Phase 7, Irrigation System Evaluation program (Q306).
2. The Authority Board approve the contract between WRWSA and Eco Land Design, LLC, in an amount not to exceed \$102,000; and authorize the Board Chair to sign the contract.
3. The Authority Board authorize the Executive Director to sign the CFI agreement for Phase 7, Irrigation System Evaluation program, between the SWFWMD and the WRWSA, following review and approval by the Authority Attorney.

WRWSA Evaluation of Quote Responses for Q306
Firm: **Eco Land Design, LLC**

Requirement	Yes	No
1. Submitted on or before August 19, 2022, 2 p.m.	X	
2. Five paper and five PDF copies of submittal	X	
3. Service office in Florida	X	
4. Physical address & telephone number	X	
5. Registered to do business in Florida	X	
6. Three references to verify qualifications	X	
7. Min. 5 years experience designer and installer of irrigation systems	X	
8. FIS level Landscape Irrigation Auditors certificate; or <ul style="list-style-type: none"> EPA WaterSense Partnership; or Irrigation Association Landscape Irrigation Auditors certification 	X	
9. Two years supervisory experience and management of similar projects	X	
10. Provide a current list of employees	X	
11. Provide office space and computer with Word & Excel for 1 staff person	X	
12. Have applicable licenses and permits to perform scope of services	X	
13. Included all Quote documents: Quote Response Form, Mandatory Reference Form and Acknowledgement of Addenda	X	
Quotes Costs	\$	
14. Price for Core Evaluation Audit Report Base Cost	\$240.00	
Rain Sensor replacement labor (plus parts at cost)	\$85.00	
Rain Sensor repair	\$25.00	
Additional price per zone over 8 zones	\$37.50	
15. Prices for Enhanced Evaluation	See below	
Catch-can audits	\$125.00	
Sprinkler head replacement labor (plus parts at cost)	\$25.00	
Capping unnecessary heads labor (plus parts at cost)	\$10.00	
Replacement of rain sensors or weather stations with a WaterSense approved product associated with the existing WaterSense irrigation controller labor (plus parts at cost)	\$100.00	
Replacement controllers with WaterSense approved controller labor (plus parts at cost)	\$120.00	
New rain sensor installation labor (plus parts at cost)	\$85.00	
Adjustment of irrigation controller based on the catch can test	Included	
16. Price for Follow-up Evaluation	\$125.00	

**AGREEMENT BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND
ECO LAND DESIGN, LLC
FOR THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
REGIONAL IRRIGATION EVALUATION PROGRAM (Q306)**

The Agreement is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.713, *Florida Statutes*, hereinafter referred to as the “Authority” whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461, and ECO LAND DESIGN, LLC, hereinafter referred to as the “Contractor” whose address is 7615 Terrace River Drive, Tampa, Florida 33637.

WHEREAS, the Authority desires to engage the Contractor to perform the scope of work (Exhibit A), hereinafter referred to as the “Project”; and

Whereas, the Contractor represents that it possesses the requisite skills, knowledge, expertise and resources, and agrees to provide the desired services to the Authority; and

Whereas, the Authority and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the Authority to the Contractor for services rendered.

NOW, THEREFORE, the Authority and the Contractor, in consideration of the mutual terms, covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Independent Contractor.

Neither the Authority nor any of its contractual staff shall have any control over the conduct of Contractor or any of Contractor’s employees, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor’s agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor’s obligations to the Authority are solely as prescribed by the Agreement.

Section 2. Project Manager and Notices.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party’s prime contact person. Notices and reports will be sent to the attention of each party’s Project Manager by U.S. mail, postage paid or by nationally recognized overnight courier, to the addresses set forth in the introductory paragraph of this Agreement; or, electronically to the parties’ email addresses as set forth below:

- a. Project Manager for the Authority: Suzannah J. Folsom
Address: Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
sfolsom@wrwsa.org
- b. Project Manager for the Contractor: Jack B. Overdorff, RLA
Address: ECO Land Design, LLC
7615 Terrace River Drive
Tampa, Florida 33637
ecolandfl@gmail.com

Any changes to the above representatives or addresses must be provided to the other party in writing.

Section 3. Scope of Work.

Upon receipt of written notice to proceed from the Authority, the Contractor agrees to perform the services necessary to complete the Project in accordance with the Project Plan set forth in Exhibit "A" of Agreement No. _____ [to be provided upon execution], the Agreement between the SWFWMD and WRWSA (Program Q306). Any changes to the Project Plan and associated costs must be mutually agreed to in a formal written amendment approved by the Authority and the Contractor prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

Section 4. Compensation

Compensation for individual Work Orders performed by the Contractor shall be payable as follows:

- A. For satisfactory completion of the Project, the Authority agrees to pay the Contractor an amount not to exceed \$102,000.00. Payment will be made to the Contractor in accordance with the Project Budget contained in Exhibit "A" and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a properly documented invoice. Invoices will be submitted monthly by the Contractor to the Authority electronically at lstout@wrwsa.org or to the following address:

LuAnne Stout, Administrative Assistant
WRWSA
3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461

- B. All invoices must include the following information:
 - (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement);
 - (2) Contractor's invoice number and date of invoice;
 - (3) Dates of service;
 - (4) Contractor's Project Manager;
 - (5) Authority's Project Manager; and

- (6) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion including address and utility of audit. An invoice that does not conform with this paragraph will not be considered a proper invoice.
- C. Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- “I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Withlacoochee Regional Water Supply Authority Regional Irrigation Evaluation Program agreement between the Withlacoochee Regional Water Supply Authority and ECO Land Design, LLC, allowable, allocable, properly documented, and are in accordance with the approved project budget.”
- D. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any contract with the Authority.
- E. The Authority’s performance and payment pursuant to this Agreement are contingent upon the Authority’s Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement, and subject to Southwest Florida Water Management District (SWFWMD) appropriating funds for this project.

Section 5. Contract Period

This Agreement will be effective upon execution by all parties and will remain in effect through September 30, 2025, unless terminated, pursuant to Section 11 or 12 below, or as amended in writing by the parties.

Section 6. Project Records and Documents.

The Contractor, upon request, will permit the Authority to examine or audit all Project related records and documents during or following completion of the Project. The Contractor will maintain all such records and documents for at least three (3) years following completion of the Project. Each party will allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S.

Section 7. Ownership of Documents and Other Materials.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with Authority funds or developed in connection with this Agreement will be and will remain the property of the Authority.

Section 8. Reports

The Contractor will provide the Authority with any and all reports, models, studies, maps or other documents resulting from the Project. One (1) electronic set of any report must be submitted to the Authority as the Record copy.

Section 9. Indemnification.

The Contractor shall indemnify and hold harmless the Authority, and its directors, officers and contractual staff from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 10 herein.

Section 10. Insurance Requirement.

A. The Contractor shall purchase and maintain, during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 - c. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 per occurrence
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured to the extent of the Authority's interests arising from this Agreement.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- Page | 5

- H. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- I. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- J. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Contractor, unless such party is a licensed professional. The preceding sentence does not preclude Contractor for requiring such insurance. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party.

Section 11. Termination without Cause

This Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work in Exhibit "A," are documented in the Budget, and are allowed under this Agreement.

In the event the Agreement should be terminated by the Authority or Contractor, or the term of the Agreement expires, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 4(B.6) and Section 6, regarding Audits;
2. Section 6, regarding Project Documents and Data;
3. Section 10, regarding Professional Liability Insurance; and
4. Section 9, regarding Indemnification.

Section 12. Default.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. The parties agree that this Agreement is an executor contract. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to

pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. If after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

Section 13. Release of Information.

The Contractor agrees not to initiate any oral or written media interviews or issue press releases on or about the Project without providing advance notice or copies to the Authority's Project Manager.

Section 14. Assignment.

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority. If the Contractor assigns its rights or delegates its obligations under this Agreement without the Authority's prior written consent, the Authority is entitled to terminate this Agreement. If the Authority terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the Authority's claim for damages.

Section 15. Law Compliance.

The Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

Section 16. Venue and Applicable Law.

All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie in the County of Citrus.

Section 17. Remedies.

Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorneys' fees and costs and attorneys' fee and costs on appeal, due to said breach will be borne by the Contractor. Additionally, the Authority will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations will not be construed as the Authority's waiver of any other obligations of the Contractor.

Section 18. Attorney Fees.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court

settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, F.S.

Section 19. Subcontractors

The Contractor may not subcontract with any entity to perform any of the Contractor's obligations or services under this Agreement.

Section 20. Disadvantaged Business Enterprises.

The Authority expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the Authority under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Agreement, to the extent the Contractor maintains such information.

Section 21. Third Party Beneficiaries.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

Section 22. Public Entity Crimes.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

Section 23. Discrimination.

Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, Contractor warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. Contractor further agrees to notify the Authority if placement on this list occurs.

Section 24. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 527-5795, RICHARDOWEN@WRWSA.ORG, LECANTO GOVERNMENT BUILDING, 3600 W. SOVEREIGN PATH, SUITE 228, LECANTO FL 34461

The Contractor must comply with Florida's public records laws, including but not limited to the following:

1. Keep and maintain public records required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Section 25. Dispute Resolution

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

Section 26. Controlling Law

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Citrus County, Florida.
- B. In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including witness fees, court costs and attorneys' fees.

Section 27. Extent of Agreement

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral.

- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

Section 28. Agreement Documents

The documents, which comprise the Agreement between the Authority and Contractor, consist of the Agreement and the following documents, which are attached hereto and incorporated by reference:

- A. Project Budget, attached hereto as Exhibit "A";
- B. Contractor's Statement of Qualifications, attached hereto as Exhibit "B";
- C. Certificate of Insurance, attached hereto as Exhibit "C";
- D. Any written amendments, modifications, work orders or addenda to the Agreement; and
- E. General Conditions contained with the Request for Quotes.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY**

BY: _____

Suzannah Folsom, PE, PMP Date
Executive Director

ECO LAND DESIGN, LLC

WITNESS:

BY: _____

Name Date
Company Title

Title

PREPARED BY:

Robert Batsel, Jr.
General Counsel for
Withlacoochee Regional Water Supply Authority

Item 9

2024 Regional Water Supply Plan Update – Request for Statements of Qualifications

Mrs. Suzannah Folsom, WRWSA Executive Director, will present this item.

At the September 2021 meeting, the Board authorized staff to submit a cooperative funding request to the Southwest Florida Water Management District (SWFWMD) for the preparation of an updated Regional Water Supply Plan. The project Q324 is on the proposed list of cooperatively funded projects, and is scheduled to be approved at the SWFWMD Board of Directors meeting on September 20, 2022.

The Authority staff is working with the SWFWMD staff on a cooperative funding agreement, which is anticipated to be presented to the Board at its January 17, 2023 meeting. The WRWSA 2024 Regional Water Supply Plan will be completed in 2024 so that information from the Authority's report can be used by the District as it updates its Regional Water Supply Plan. This project is included in the Fiscal Year 2022-2023 Budget for \$350,000 and will receive 50% cooperative funding from SWFWMD.

Staff is recommending the Authority begin the consultant recruitment process at this time. The purpose of this item is to obtain Board authorization to issue a Request for Statements of Qualifications for 2024 Regional Water Supply Plan Update. If approved, staff will return to the Board at its November 2022 meeting with a shortlist of firms to negotiate with, and at its January 2023 meeting with recommendations for entering into contract. The Tentative schedule or the procurement is:

<u>Task</u>	<u>Date</u>
Advertise the Request for SOQs	September 22, 2022
Submittals Due	October 19, 2022
Board Approval of Top Ranked Firm	November 16, 2022
Board Approval of Consulting Contract	January 18, 2023

As an exhibit to this item is the proposed Request for Statements of Qualifications which is included in the Board's meeting materials.

Staff Recommendation:

Approval for staff to issue the Request for Qualifications for the 2024 Regional Water Supply Plan in substantially the same form.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

REQUEST FOR CONSULTANT STATEMENT OF QUALIFICATIONS FOR 2024 REGIONAL WATER SUPPLY PLAN UPDATE

The Withlacoochee Regional Water Supply Authority (WRWSA or Authority) is requesting “*Statement of Qualifications*” (SOQs) from consultants (Consultant) interested in providing professional engineering services to complete the project known as the “2024 Regional Water Supply Plan (RWSP) Update.” Work will require multidisciplinary expertise in addition to engineering, including hydrogeology, planning, environmental systems, and water quality.

The Authority’s RWSP was last updated in 2019. This work effort will include updated water demand projections, evaluation of source options and potential water supply project options. The update of the WRWSA RWSP will include: updating population projections; existing and future water demands for public supply and other water use categories; traditional and alternative water supply availability; regional groundwater modeling; estimates of the amount of future demands that could be offset through enhanced water conservation efforts; reclaimed water availability and potential offsets; and recommendations regarding the WRWSA Regional Framework.

This project is cooperatively funded by the Southwest Florida Water Management District (SWFWMD) as project Q324. Firms providing professional services for the project must demonstrate compliance with applicable rules, regulations and policies of the Authority and SWFWMD. SWFWMD may review and approve various submittals and work products including but not limited to the contract and consultant pay requests, and project reports for compliance with funding agreements.

Consultant selection will be in accordance with the Competitive Consultants Negotiation Act. Firms desiring to provide these professional services must submit five (5) paper copies and one (1) electronic copies of their SOQs in accordance with the requirements contained in the information packet to the attention of Suzannah Folsom, Executive Director, at the below listed address no later than 2:00 pm local time, October 19, 2022.

Withlacoochee Regional Water Supply Authority
3600 W Sovereign Path, Suite 228
Lecanto, Florida 34461
352-527-5795

An information packet containing details of the project and the SOQs submittal requirements may be obtained by emailing LuAnne Stout at lstout@wrwsa.org or at the above address and phone number.

Dated this twentieth day of September 2022

Suzannah Folsom, AICP
Executive Director
Withlacoochee Regional Water Supply Authority

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

Information Package for

REQUEST FOR CONSULTANT STATEMENT OF QUALIFICATIONS

FOR

2024 REGIONAL WATER SUPPLY PLAN UPDATE

The Withlacoochee Regional Water Supply Authority (Authority) is requesting 'Statement of Qualifications' (SOQs) from consultants (Consultant) for the purpose of providing professional engineering services to perform and complete the project known as the “2024 Regional Water Supply Plan (RWSP) Update.”

AUTHORITY BACKGROUND

The Authority is an independent special district of the state of Florida, created and existing pursuant to Section 373.713 and 163.01, Florida Statutes. The Authority is comprised of Citrus, Hernando, Marion and Sumter counties; and municipalities within this four-county region. The Authority is a multi-county special district of the State of Florida charged with planning for and developing cost efficient, high quality water supplies for its member governments. The Authority is charged with developing, storing and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority works with member governments to develop and implement public supply water conservation programs and will, upon the request of one or more member governments, develop traditional and alternative water supplies to meet growing water needs.

The Authority currently owns the Charles A. Black (CAB) wellfield in Citrus County, with a permitted capacity of approximately 4.6 million gallons per day (mgd) by the Southwest Florida Water Management District (SWFWMD). The system includes seven production wells, two water treatment facilities, two 4-mg and one 1-mg storage tanks, and associated transmission system pipelines. The CAB wellfield is operated and maintained by Citrus County pursuant to a water supply agreement.

SCOPE OF SERVICES

A Regional Water Supply Plan (RWSP) is a twenty (20) year assessment of projected water demands and potential sources of water available to meet these demands. The WRWSA and SWFWMD have identified a need to update their RWSPs to incorporate projected public supply water demands through the year 2045; and identify viable water supply development strategies based on available resources, predicted growth patterns, and current regulations facing water suppliers. The WRWSA intends to update and publish its RWSP Update in 2024, which will assist the SWFWMD in developing its 2025 RWSP for its Northern Region. The Authority and SWFWMD are currently in the process of entering into funding agreement Q324 to co-fund this project. It is anticipated this cooperative funding agreement will be finalized in early 2023.

The RWSP Update will identify and quantify the public water supply demands and water resources available to meet the demands. The objective is to assist public utilities within the WRWSA region by identifying implementable water supply options and strategies to meet future

demands. The timing and feasibility of supply options may vary among the utilities based on their location, level of need, conservation and reuse potential, economic constraints, or the availability of traditional and alternative water supplies. A comprehensive analysis of options will be completed including permissibility and environmental concerns according to location and potential yield; consideration of utilizing new sources; water quality and treatment requirements; and economic considerations for transmission, pumping, operation and maintenance costs. This analysis should include evaluation of regional, multi-jurisdictional water supply project options that could be undertaken by the WRWSA in cooperation with member governments and local utilities within the region.

The WRWSA will acquire consulting services to undertake the project. This will include coordination with local governments. The RWSP Update will include estimates of current and future population and water demands for utilities in the WRWSA region, which could include census data, historical demands, utility projections, SWFWMD and St. Johns River Water Management District (SJRWMD) demographic and water use estimates data, and other current studies. The update will analyze the potential water use offsets from conservation and reuse strategies for each utility and identify how the strategies can reduce estimated demands. The evaluation will also identify where existing and future Minimum Flows and Levels (MFLs) designations may limit future groundwater withdrawals. The consultant will review existing publications on water resources and identify utilities with projected demand deficits in the report. The update will identify feasible water supply project options including the appropriate technical, economic, regulatory and environmental characteristics. The update will contain a matrix of viable water supply options, will develop criteria for ranking project options, and will rank projects by priority utilizing these criteria. The highest ranked alternatives will be further defined in terms of project participants, implementation strategy, action items and a proposed schedule. The report will also define governance, cost-sharing and participant structure for those projects that involve multiple entities.

It is anticipated the public supply potential future conservation savings will be developed using a spreadsheet tool or off-the-shelf computer package such as the Alliance for Water Efficiency Water (AWE) Conservation Tracking Tool, unless a better approach is identified. The selected consultant will need to be a member of the AWE to use the Tool for this project. The update will include a comprehensive review of demand management options, and will not simply be an update of the options that were identified in the Authority's past plans. The evaluation will include participation of voluntary municipalities, and the following:

- Historical land use and water use by customer type/demographic/billing class
- Estimates of passive water use efficiency improvements
- Identification of additional conservation and reuse measures that could be/are being implemented
- Evaluation of potential savings and penetration rate for each conservation and reuse measure at each participating municipality
- Evaluation of water savings over time and benefit cost analysis
- Recommendations to prolong availability of existing water supplies

PROJECT OBJECTIVES:

Project objectives include providing updated information on the following:

- A. Population and water demand estimates and projections for utilities in the WRWSA region. Projections must be in five (5) year increments, starting with 2025 going through 2045 as a minimum. Estimates for existing population and water demands should be for the year 2020, unless more recent data is available on a consistent basis. It is anticipated the potential public supply future conservation savings will be developed using the Alliance for Water Efficiency Water (AWE) Conservation Tracking Tool, unless a better approach is identified. Estimates and projections for other water use categories must also be developed for the same time periods. It is anticipated the agricultural demand projections utilized for the update will be based upon the most recent projections developed by the Florida Department of Agriculture and Consumer Services.
- B. Conservation and reuse strategies and projects which prolong the availability of existing water supplies of utilities and other use sectors and which maximize potential water use offsets.
- C. An evaluation of the availability of traditional (the upper Floridan aquifer) and alternative water resources to meet the projected public supply demands and other use sectors, and the timeframe for developing these sources after maximizing conservation and reuse.
- D. Identification of water supply project options and associated required infrastructure to meet the future public supply water needs within the WRWSA region.
- E. Proposed terms of governance, expansion of existing staff and administration, billing rate and other funding sources and mechanisms, building of reserve funds, cost-sharing and participant structure for projects that involve multiple entities.

The plan will include project definitions, specific actions, facility production quantities, project costs, and unit water costs.

PROJECT DESCRIPTION:

The project area includes the four counties of the WRWSA Region, including the portion of Marion County located in the SJRWMD.

The project updates and consolidates information from multiple prior WRWSA planning efforts including: the 2005 Regional Water Supply Plan Update, the 2009 Water Supply Planning Compendium for the Inclusion of Marion County, the 2010 Water Supply Feasibility Analysis, the 2011 Regional Framework Initiative, 2014 RWSP Update, and the 2019 RWSP Update. This project will include new public supply water conservation savings projections and an evaluation of water supply development project options, and will not rely on simply updating projects contained in previous WRWSA plans.

The consultant will conduct a series of meetings throughout the project duration to coordinate and communicate with study team members on project activities. Participation shall be open to staff from Citrus, Hernando, Marion and Sumter counties; local municipalities within the project area; SWFWMD; and SJRWMD. The consultant will also conduct project coordination meetings with WRWSA and SWFWMD project managers. Meetings with individual utilities, particularly those for which it is determined that projected demands cannot be met with existing permitted quantities and for which water supply development options are identified, will be a significant component of the project.

The RWSP Update report will include the following sections:

1. An update of the population and associated public supply water demands in five (5) year increments through or beyond 2045 for each public and private water supply utility in the WRWSA region that, as of 2020, had a water use permit with an average annual permitted quantity of 100,000 gallons per day or greater, as well as the domestic self-supplied population within each county. The analysis will also examine the water use associated with private irrigation wells for people who are served by public supply utilities for their potable needs. The analysis will include a comparison of the various Bureau of Economic and Business Research (BEBR) population projections and associated water demands with the population and water demand projections of local utilities. This section will also include demand estimates and projections in five (5) year increments through or beyond 2045 for the other water use sectors, including agriculture, industrial/commercial (includes power generation), landscape/recreation, mining/dewatering, power generation, and institutional and other uses.
2. A technical evaluation to identify and quantify viable public supply conservation projects and initiatives, reuse availability and offset potential, and additional public water supply sources as needed to meet the future potable and non-potable water needs of public utility systems through the year 2045.
3. An evaluation of the ability of surface water and groundwater resources to meet the projected demands based on a review of published groundwater and surface water assessments and current regulatory restrictions including Minimum Flows and Levels (MFLs). The project may include additional regional modeling efforts if warranted by significant changes in existing permitted quantities and withdrawals, demand projections, new regulations, or new hydrologic information. Close coordination with the water management districts to determine the extent and nature of groundwater modeling will be necessary. It is anticipated any groundwater modeling will utilize the most current version of the Northern District Model developed jointly by the SWFWMD and SJRWMD.
4. Project feasibility and planning-level cost estimates of viable water supply project options. Cost estimates will include the Capital Cost; the annual Operation and Maintenance (O&M) cost; and the Total Cost per 1,000 Gallons based on O&M, debt service of Capital Cost at current available interest rates, and annual average production capacity. Capital costs will also be estimated for associated regional and/or sub-regional water transmission infrastructure.
5. A proposal in terms of ownership, governance, funding sources, funding reserves, cost sharing, and participant structure for regionally developed projects.
6. Conclusions and recommendations containing a matrix with timing and prioritization of potential project options and strategies, with further definitions of the high ranked priorities in terms of project participants, implementation strategy, action items, and a proposed schedule.

The Project consultant will prepare and submit technical memorandums of project components and the draft RWSP Update for review and comment by SWFWMD and WRWSA staff. Final consultant compensation will be subject to acceptance of the final RWSP Update by the WRWSA Board and the SWFWMD project manager. The Project consultant will make regular presentations to the WRWSA Board on project progress.

DELIVERABLES:

- A. Project Coordination Meeting Agendas, Minutes and Status Reports
- B. Technical Memorandums on Project Components (one electronic and 15 hard copies)
- C. Draft Report (one electronic and 15 hard copies)
- D. Final Report (one electronic and 20 hard copies)
- E. Presentations to WRWSA and SWFWMD Boards

GENERAL PROJECT SCHEDULE

A summary schedule for this project is presented below. Dates may change at the discretion of the Authority.

<u>Task</u>	<u>Expected Date of Completion</u>
(1) Advertise for SOQ	9/22/2022
(2) Submittals Due	10/19/2022
(3) Short List Board Approval	11/16/2022 (Board Action)
(4) Contract, Scope of Work & Fee Negotiation	12/31/2022*
(5) Board Approval of Contract	1/18/2023 (Board Action)
(6) Notice to Proceed	2/1/2023*
(7) Complete Draft Report	5/31/2024
(8) Complete Final Report	8/30/2024
(9) Board Acceptance of the Final Report	9/18/2024 (Board Action)
*Final action dependent upon the WRWSA and SWFWMD Funding Agreement	

A more detailed timeline is presented below. Dates may change at the discretion of the Authority.

Timelines	Milestone	Due Date
October 2022 – January 2023	Enter into CFI Agreement	01/18/2023
September 2022 – January 2023	Select Consultant	01/18/2023
February 2023	Issue Notice to Proceed	02/01/2023
March 2023	Kick off meeting	03/01/2023
March – June 2023	Population and water use estimates and projections developed and finalized	06/30/2023
July – August 2023	Water conservation projections developed and finalized	08/31/2023
March – August 2023	Source evaluations developed and finalized	08/31/2023
September 2023 – January 2024	Project options developed and finalized	01/31/2024
February – April 2024	Recommendations developed and finalized	04/30/2024
May 2024	First draft report prepared and submitted for review	05/31/2024
June 2024	First draft report reviewed by WRWSA, SWFWMD	06/28/2024

Timelines	Milestone	Due Date
July 2024	Presentation of Draft Report to WRWSA Board	07/17/2024
August 2024	Draft report revised to be Final report	08/30/2024
September 2024	Final Report presented to WRWSA Board	09/18/2024
September 2024	Final Report submitted to SWFWMD	09/30/2024

It is anticipated the consultant will participate in individual meetings with SWFWMD and SJRWMD to be held at appropriate points of the project, including the following topics at a minimum: Population and Water Demand Estimates and Projections; Water Resource Development Constraints and Source Evaluations; Water Resource Development Projects; Draft Report; and Final Report. The consultant will also present progress reports to the WRWSA Board of Directors on a regular basis, as well as the draft and final reports. The consultant will also have to meet with individual utilities on an as-needed basis to coordinate project options, particularly with those utilities for which it is determined existing permitted quantities are insufficient to meet projected demands.

CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with the Competitive Consultants Negotiation Act. A copy of the Authority's draft contract for these services is attached for informational purposes only.

In general, scoring will be based on the following categories:

Project Manager Qualifications	20
Qualifications of other Key Staff	25
Relevant Project Experience	20
Project Approach	20
Office Location	5
Previous volume of work for WRWSA	5
Minority/Woman/Small Business Participation	5
Total Possible Score	100

After issuance of an invitation for bids, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective offerors/bidders or their agents, representatives or persons acting at the request of such offerors/bidders are prohibited from contacting members of the Authority's Board of Directors and Executive Director or any member of a selection or negotiation committee concerning this issue until after the final recommendation is presented to the Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning this solicitation must be submitted in writing and directed to:

LuAnne Stout, Administrative Assistant
Withlacoochee Regional Water Supply Authority
3600 W Sovereign Path, Suite 228
Lecanto, FL 34461
lstout@wrwsa.org 352-527-5795

Failure to adhere to this requirement may make the Consulting firm or team ineligible for selection at the discretion of the Authority.

STATEMENT OF QUALIFICATION REQUIREMENTS

The SOQs must also include the following Sections:

1. Consultant Information
 - a. Legal name, address, phone number and email of Consultant;
 - b. Principal location(s) of Consultant;
 - c. Legal form of company, i.e., partnership, corporation, joint venture (if joint venture, identify the members and provide all information required under this section).
2. Project Manager – Identification and outline of qualifications and professional experience of Consultant's 'Project Manager' who is to serve as point of contact for the Project.
3. Key Staff – Organization Chart with the location of the office to which they will be assigned for this project, qualifications and professional experience of other key personnel who will be assigned to conduct project services.
4. Project Approach – Include a statement of the firm's willingness and ability to meet the project time and budget requirements, and provide a description of the approach to be taken for services in the following areas (limit five (5) pages):
 - Water Demand Projections
 - Available Water Supply Modeling
 - Water Conservation and Reuse Estimates
 - Water Supply Options and Configurations
 - Organization, Funding, and Governance Requirements
 - Report and Presentations
5. Consultant Experience – Discussion and examples of five (5) projects completed by Consultant relating to the project service areas listed above and provide a summary table that indicates which service areas were included in the example projects.
6. Indicate if Consultant now represents any of the Authority's member governments in any way.
7. Indicate if Consultant is currently involved in any litigation against any of the Authority member governments, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Members.
8. Provide certifications for prime consultant or subconsultants that are certified as a minority owned and/or woman owned business by the State of Florida Office of Supplier Diversity.
9. Required forms:
 - a. WRWSA RFQ Cover Page (Exhibit A)
 - b. Acknowledgement of Addenda and Contract Review (Exhibit B)
 - c. Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (Exhibit C)

Firms claiming Minority or Woman-Owned Status must submit a copy of the appropriate certificate as part of their SOQs.

The SOQs is limited to no more than 30 pages for all requested information described in this section including the required forms listed in Item 9 above. Front and back covers, transmittal letter (limit 2 pages), and section dividers are excluded from the total of 30 pages. All pages shall be single-sided, standard 8½ x 11 inches in size, margins not less than 1-inch, and minimum 12 font size for text. An 11 x 17 organizational chart can be used and will be counted as a single page.

Consultants desiring to provide these services to the Authority must submit five (5) paper copies and one (1) USB flash drive with an electronic PDF of their SOQs in accordance with the requirements contained in the information package to:

Suzannah Folsom, Executive Director
Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
(352) 527-5795

SOQs must be received by **2:00 p.m. on October 19, 2022**. Late submittals will not be opened or considered. Email and fax submittals of SOQs are not acceptable. In addition, proposals not containing all required information or not in the format specified may, at the option of the Authority, be rejected.

PUBLIC ENTITY CRIMES

Pursuant to Subsections 287.133(2) and (3), Florida Statutes (F.S.), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

DISCRIMINATION

Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

EXHIBIT A

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR QUALIFICATIONS
REQUIRED COVER PAGE**

SUBMIT QUALIFICATIONS TO: Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461

Direct Inquiries to: LuAnne Stout, Administrative Assistant
Phone: 352-527-5795 **E-mail:** lstout@wrwsa.org

DATE POSTED:	PROPOSALS WILL BE OPENED: October 19, 2022
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TITLE: 2024 WRWSA Regional Water Supply Plan Update

SPECIFICATIONS: This effort is to update the WRWSA Regional Water Supply Plan. Portions of the WRWSA Regional Water Supply Plan Update will be incorporated into the Southwest Florida Water Management District's (SWFWMD) Regional Water Supply Plan for its Northern Region. SWFWMD is a cooperator and is co-funding this work effort.

Respondent Name:

Mailing Address:

City-State-Zip:

Telephone Number:

E-mail address:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

We the above signed, as Respondents hereby declare that we have carefully read this Request for Qualifications and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. We certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. We agree to be bound by all of the terms and conditions of this Request for Qualifications and certify that we are authorized to sign this proposal for the Respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT THE PROPER TIME TO THE AUTHORITY. PROPOSALS WHICH FOR ANY REASON ARE NOT SO DELIVERED WILL NOT BE CONSIDERED.

EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA
and
CONTRACT REVIEW

Acknowledgement of Addenda

Statement that the Contract is accepted as is, or list any requested modifications for consideration by WRWSA General Counsel.

EXHIBIT C

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the WITHLACOOCHEE REGIONAL WATER SUPPLY

AUTHORITY by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____,

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF _____ (Signature) _____

COUNTY OF _____

Sworn to and subscribed before me this day of 2022. Personally known _____
OR produced identification _____
(Type of Identification)

Notary Public

Name (Printed) _____

My commission expires _____
(Printed typed or stamped Commissioned name of Notary Public)

EXHIBIT D

SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES TO COMPLETE REGIONAL WATER SUPPLY PLAN UPDATE

THE AGREEMENT is made this _____ day of _____, 2023 between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.713, Florida Statutes, hereinafter referred to as the “Authority” whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461, and _____, hereinafter referred to as “Consultant” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, plans for and develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities; and

WHEREAS, the Authority desires to retain a consultant to update its Regional Water Supply Plan, as is further described in Exhibit A, Scope of Services; and

WHEREAS, the Authority has selected Consultant in accordance with the provisions of the Florida Consultant’s Competitive Negotiation Act; and

WHEREAS, Consultant desires to render Regional Water Supply Plan Update Services to the Authority; and has the experience, staff and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “Regional Water Supply Plan Update Project” – the total work required for completion of the Regional Water Supply Plan Update, hereinafter referred to as “Project,” as generally described in the attached Scope of Services, Exhibit A.
- C. “Fee Schedule” – Schedule showing billing rates for Consultant’s various personnel classifications which serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit B in the Agreement.

- D. “Scope of Services” – Specific tasks and duties to be conducted by Consultant within a pre-determined timeframe for a specified fee to meet a defined objective.
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, tests, samples, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement Documents.
- G. “Work Order” – An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee.

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform the Regional Water Supply Plan Update project as directed by the Authority. Key personnel and sub-consultants shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONSULTANT’S RESPONSIBILITY

Upon execution of this Contract by both the Authority and the Consultant, the Consultant shall proceed to undertake the Project consistent with Exhibit A, Scope of Services. In addition to the services set forth in Exhibit A, or any other individual Work Orders issued by the Authority and agreed to by the Consultant, the Consultant shall perform the following:

- A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete the Project.
- B. Consultant shall maintain an adequate and competent staff licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant’s policies, opinions and decisions related to the Project and any subsequent Work Order.
- D. Consultant shall secure all licenses or permits required by law for the completion of the Project and any assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of the Project or Work Order.
- E. Consultant shall, at all times, keep the Authority advised as to the status of the Project including, but not limited to, the progress on individual tasks within the Scope of Services.

The Authority and/or its authorized representative shall have the right to visit the site and/or the office of Consultant at any reasonable time for purposes of inspection. The documents and drawings obtained or generated under the Agreement shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. In addition to the documents and reports set forth in this Agreement and any subsequent Work Orders, Consultant shall deliver to the Authority, at cost, copies of such documents or reports the Authority may request from time to time.

- F. Consultant shall cooperate with other engineers, consultants, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with services of Consultant under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in any individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the Project. The Executive Director shall have complete authority to transmit instructions, receive information, interpret and define the Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Consultant's services.
- B. To provide, within a reasonable time from request of Consultant existing data, plans, reports and other information in the Authority's possession or under the Authority's control which are necessary or may be helpful to Consultant in the performance of their duties, and to provide full information regarding requirements of the Project, including objectives, budget constraints, criteria and other pertinent requirements.
- C. To give prompt written notice to Consultant if the Authority observes or otherwise becomes aware of any fault or defect in any Scope of Services or non-conformance with the Agreement Documents.
- D. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services.

SECTION 5. TIME OF PERFORMANCE

Consultant shall commence work on the Project immediately upon full execution of this Agreement. Consultant shall commence work on any subsequent Work Order immediately and

shall satisfactorily complete all work in the Scope of Services within the established project schedule.

SECTION 6. COMPENSATION

Compensation for work performed by the Consultant shall be payable as follows:

- A. Compensation for work on the Project will be based upon time-and-materials as outlined in the Project Budget included as Exhibit “C.” Consultant agrees to complete the project in total for an amount not to exceed \$350,000. Compensation for any additional Work Orders may be based upon time-and-materials, lump-sum or as negotiated between Consultant and the Authority.
- B. The fair and reasonable expenses of Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Project activities. Expenses, which may be incurred by Consultant for travel or hotels, must be pre-approved by the Executive Director and, if pre-approved, will be reimbursed in accordance with Section 112.061, Florida Statutes (per diem and travel expenses of public officers, employees, and authorized persons). All invoices must be approved for payment by the Authority Board of Directors at its regularly scheduled meetings. Payments may be subject to a retainage. This paragraph supersedes any conflicts that may occur with Exhibit A or C.
- C. Consultant shall prepare and submit to the Executive Director monthly invoices for the services rendered and expenses incurred. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the tenth (10th) day of the month for work completed the previous month. Payment shall be made within sixty (60) days after the date on which the monthly invoice is stamped as received by the Authority unless payment is not approved by the Authority Board pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. “Delinquent” shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Consultant’s right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.

SECTION 7. AGREEMENT DOCUMENTS

The documents, which comprise the Agreement between the Authority and Consultant, consist of the Agreement and the following documents, which are attached hereto and incorporated by reference:

Exhibit	Title
A.	Consultant's Statement of Qualifications
B.	Consultant's Fee Schedule
C.	Project Budget
D.	Project Scope of Work and Schedule
E.	Certificate of Insurance
F.	Any written amendments, modifications, work orders or addenda to the Agreement

SECTION 8. DOCUMENTS AND DATA

- A. All original documents prepared by Consultant are instruments of service and shall become property of the Authority. However, the use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the Scope of Services will be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and/or completion of the Project. The Authority and Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) except as provided for in the following paragraphs.
- B. Copies of all technical data and working papers regarding the Project and any Work Order shall be made available to the Authority in accordance with Section 3. E.
- C. All tracings, plans, specifications, maps, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within the Scope of Services of Consultant pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within the Project or a Work Order.
- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Project or a

- Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result of the Scope of Services and all information, design, specifications, data, and findings available to the Authority in accordance with Section 3, Paragraph E. No material prepared in connection with the Project will be subject to copyright by Consultant. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Consultant pursuant to this Agreement. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within the Scope of Services of Consultant pursuant to the Agreement shall be at the risk of the Authority. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Project are released by the Authority for publicity, proper credit for engineering shall be given to Consultant, provided the giving of such credit is without cost to the Authority.
 - F. For a period of five (5) years after the completion of the Project, Consultant agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement in accordance with Section 3, Paragraph E, at cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.
 - G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to this Agreement without first obtaining the Authority's written consent.

SECTION 9. STANDARD OF PERFORMANCE

Consultant shall perform and complete the Project in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced engineering organization rendering the same services, and in accordance with sound engineering principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound engineering principles and practices.

SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Consultant agrees to comply with any applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
- C. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes,

- rules, regulations, ordinances, order and decisions, that may affect Consultant's performance of the Agreement.
- D. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
 - E. Consultant shall obtain and review all information and data which relates to the Project or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Scope of Services, including, but not limited to, information and data indicated in the Agreement Documents or related to work under separate contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.
 - F. Consultant recognizes and acknowledges that the time for the performance of the Project is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA WORK

- A. The Authority shall have the absolute right to terminate or suspend the Project, or amend the Scope of Services upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of the Project, and amendments to the Scope of Services by the Authority shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services ("Extra Work"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Work. If the Authority determines such service does constitute Extra Work, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.
- C. In the event the Project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Project, Consultant shall resume its services until the Scope of Services is completed in accordance with the Agreement, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.

- D. If, in the opinion of the Authority, the progress of the Project during any period is substantially less than the amount which is necessary to meet the project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the Project back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under this Agreement, Consultant shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under the Agreement.
- F. If Authority requires Consultant to assist with an audit of the Project costs, such assistance shall not be considered Extra Work.

SECTION 12. SUBCONTRACTORS

Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its contractual staff shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 14. INSURANCE

- A. The Consultant shall purchase and maintain such workers compensation, commercial (occurrence form) or comprehensive general liability, professional liability and other insurance as are appropriate for the services being performed hereunder by Consultant, its employees or agents.
- B. The amounts and types of insurance shall conform to the following minimum requirements:
 - 1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 - 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 - 3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. The Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 - 4. Professional Liability. Coverage must include:
 - a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.

- b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
- C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.

- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Consultant shall require each of its subcontractors, suppliers and other persons or organizations working for Consultant to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Consultant in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Consultant, unless such party is a licensed professional. The preceding sentence does not preclude Consultant from requiring such insurance. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with the Project comply with all of the insurance requirements contained herein relative to each such party.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Consultant shall indemnify and hold harmless the Authority, and its directors, officers and contractual staff from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of Consultant and other persons employed or utilized by the Consultant in performance of the Agreement. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for twenty-three (23) months, ending on December 31, 2024, and may be extended upon mutual written agreement of both parties.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice. If the Agreement is so terminated, Consultant shall be paid for all services performed, pursuant to the terms and conditions of the Agreement, through the date of Consultant's receipt of notice of termination. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, or the term of the agreement expires, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:
1. Section 3(G) and 11(F), regarding Audits;
 2. Section 8, regarding Project Documents and Data;
 3. Section 14(J), regarding Professional Liability Insurance; and
 4. Section 15, regarding Indemnification

SECTION 18. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 19. PROHIBITION AGAINST CONTINGENCY FEES

Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure the Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 20. TRUTH-IN-NEGOTIATIONS

Consultant certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting.

SECTION 21. SUCCESSORS AND ASSIGNS

Neither Authority nor Consultant shall assign, sublet or transfer any interest in the Agreement without the written consent of the other. The Authority and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the Agreement and to the partners, successors, permitted assigns and legal representatives of such other party with respect to all covenants of the Agreement.

SECTION 22. FORCE MAJEURE

Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Consultant. In any such event, Consultant's contract price and schedule shall be equitably adjusted.

SECTION 23. NO THIRD PARTY BENEFICIARY

This Agreement gives no rights or benefits to anyone other than the Authority and Consultant and has no third-party beneficiaries.

SECTION 24. DISPUTE RESOLUTION

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

SECTION 25. CONTROLLING LAW

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive court of jurisdiction and venue for any litigation resulting out of the Agreement shall be in the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.
- B. In the event of any litigation at both the trial and appellate levels arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including witness fees, court costs and attorneys' fees.

SECTION 26. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Withlacoochee Regional Water Supply Authority
 3600 W. Sovereign Path, Suite 228
 Lecanto, Florida 34461
 Attention: Suzannah Folsom, Executive Director

If to the Consultant: _____

Attention: _____

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 27. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SUZANNAH J. FOLSOM AT (352) 527-5795; OR SFOLSOM@WRWSA.ORG; OR WRWSA, LECANTO GOVERNMENT BUILDING, 3600 W. SOVEREIGN PATH, SUITE 228, LECANTO, FLORIDA 34461

The Contractor must comply with Florida's public records laws, including but not limited to the following:

- A. Keep and maintain public records required by the public agency in order to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from

the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 28. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY**

BY: _____

(Printed Name) Date
Chair

COMPANY NAME

WITNESS:

Date

Printed Name

BY: _____

Title

APPROVED BY:

Robert W. Batsel, Jr.
General Counsel for
Withlacoochee Regional Water Supply Authority

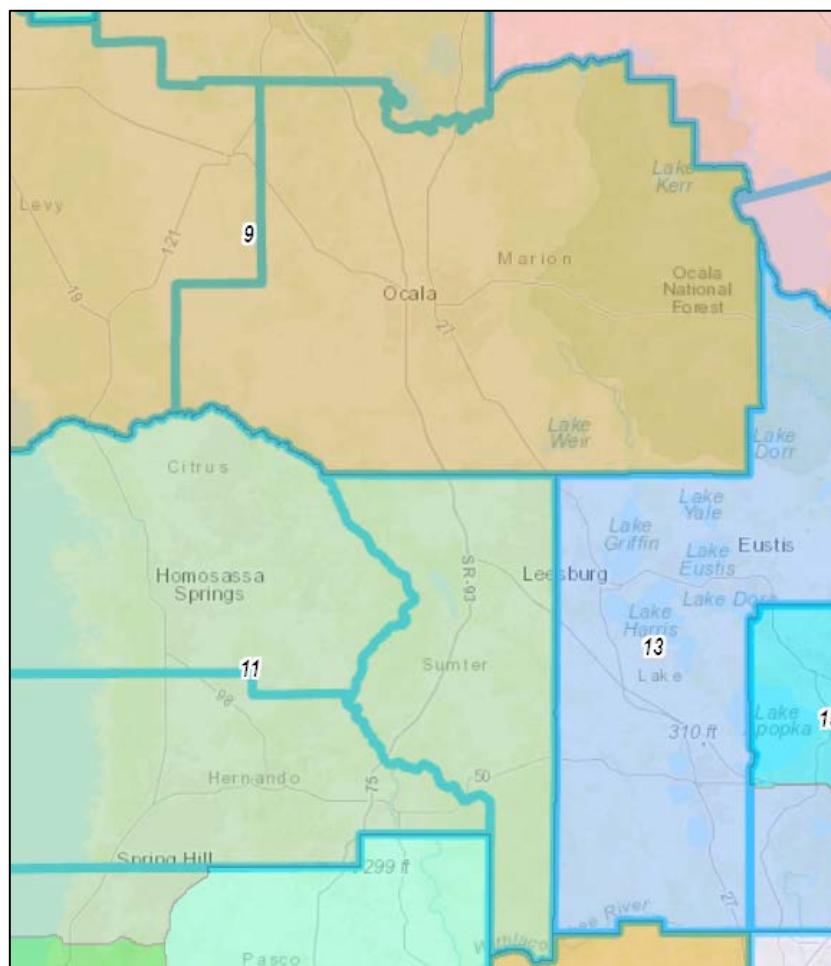
Item 10

Legislative Report

Mrs. Suzannah Folsom, Executive Director, will present this item.

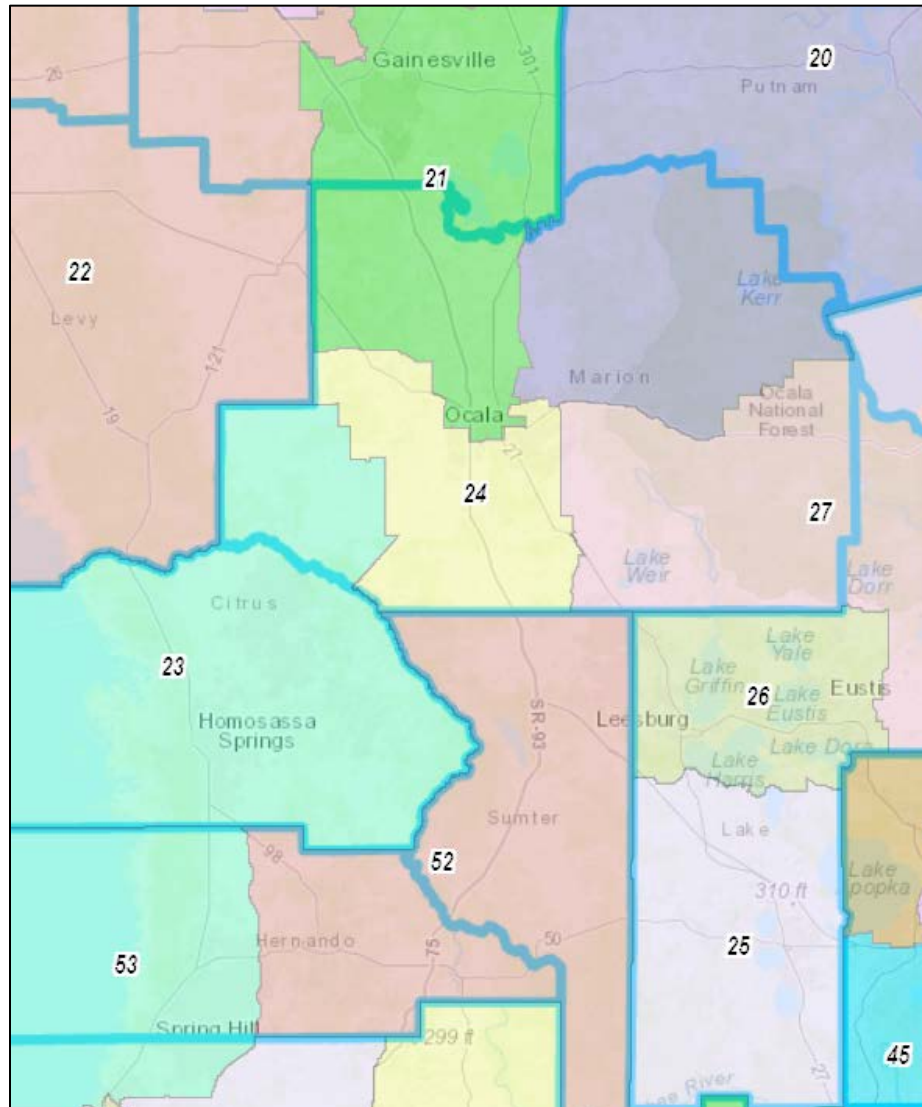
The 2023 Legislative Regular Session will begin March 7, 2023 and end May 5, 2023. Staff will gather information on relevant bills that are related to conservation and water supply from SWFWMD, 1000 Friends of Florida, and the Florida Engineering Society's Conservation and Environmental Quality Committee, and the House and Senate websites.

The state redistricting process is complete. The new state Senate and House of Representatives Districts and the candidates running for them are shown below:



New State Senate Districts		
Candidates Running	District	Counties Included
Rodney Long – D Keith Perry – R (incumbent from previous District 8)	9	Marion
Brian Patrice Moore - G Blaise Ingoglia – R	11	Citrus, Hernando, Sumter

Item 10



New House of Representatives Districts		
Candidates Running	District	Counties Included
Bobby Payne – R (incumbent from previous district 19)	20	Marion
Yvonne Hayes Hinson - D (incumbent of previous district 20) Hollye Merton - R	21	Marion
Ralph Massullo – R (incumbent of previous district 34)	23	Marion, Citrus
Joe Harding – R (incumbent of previous district 22)	24	Marion
Stan McClain – R (incumbent of previous district 23)	27	Marion
Ash Marwah – D John Temple - R	52	Hernando, Sumter
Keith Laufenberg – D Jeff Holcomb - R	53	Hernando

Item 10

In November we plan to have a special guest speaker to give more information on the PFAS legislation from the 2022 Legislative Session.

Staff Recommendation:

This item is for information only and no action is required.

Item 11

Attorney's Report

To be provided at meeting

Item 12

Executive Director's Report

Item 12.a.

Charles A Black Wellfield Water Use Permit Renewal

Ms. Suzannah Folsom, Executive Director, will present this item.

The Charles A. Black Wellfield Water Use Permit number 7121.006 expired on March 13, 2022. Withlacoochee Regional Water Supply Authority is a co-applicant with Citrus County. The wellfield consists of seven public supply drinking water wells. The current permit has an average supply of 4,597,000 gallons per day (GPD) and a peak flow of 6,574,000 GPD.

Citrus County hired Jones Edmunds and Associates to assist in preparing the permit renewal application. WRWSA staff reviewed the permit application and provided comments prior to submittal. The following actions have been taken in the renewal process:

January 31, 2022	Application submitted by Citrus County
March 1, 2022	SWFWMD Request for Additional Information
May 27, 2022	Additional information sent by Citrus County
August 11, 2022	Time Extension Request Approval
August 17, 2022	Clarification of Received Information sent by SWFWMD

The requested term is 20 years, with an average permitted supply of 7,181,900 GPD and a peak supply of 9,121,013 GPD. This increase in capacity is based on population projections. The population served is expected to increase 39,630 by 2042. This includes the existing service area, service area expansion, and new proposed developments.

Staff Recommendation:

This item is for information and no action is required.

Item 12.b.

Executive Director's Report

Water Use Permit Demand Summary

Updated 9/6/22

*12-month Rolling Average for most recent available data
 ** 5-year Rolling Average for most recent available data
 ***Renewal submitted; Permitted GPD represents WUP request; no new expiration date confirmed
 ****Flow reports from last 5 months 60-80% under historic data

Item 12.c.

Executive Director's Report

WMIS WUP Notifications

Summary of Recent Water Use Permit Activity in WRWSA Service Area

Updated September 2022

Water Use Permit #	Applicant/Permittee Name	Activity Type	Date	Avg GPD	Peak GPD	Use Type	Status
Citrus County							
4406.009	Homosassa Special Water District / Attn: Rick Sandvick	Renewal	1/18/2022	960,000	1,180,000	Public Supply	Issued: 8/25/22
8863.004	Annette Roesch **	Renewal	7/28/2022	1,600	2,000	Agricultural	Issued: 8/25/22
296.004	Ray A. Morris	Renewal	7/21/2022	375	500	Agricultural	Issued: 8/12/22
7121.007	Charles A Black Water Supply System	Renewal	1/31/2022	7,181,900	9,121,013	Public Supply	In Review
Hernando County							
12233.003	Heartwood 91-3, LLC / Attn: Bruce Parker	Renewal	4/11/2022	307,000	821,000	Landscape/ Recreation	In Review
4893.009	FDEP and SWFWMD / Attn: Marcia Karcher	Renewal	4/15/2022	135,500	229,900	Landscape/ Recreation	In Review
21055.000	Oak Park Estates	New	7/22/2022	15,600	45,700	Landscape/ Recreation	Issued: 7/22/22
10760.004	Rivard Golf Club	Renewal	7/6/2022	194,000	495,700	Landscape/ Recreation	In Review
5789.015	Hernando County Water System	Modification	44,783	24,360,000	31,911,600	Public Supply	In Review
10412.002	Walmart Supercenter #3526	Renewal	8/9/2022	52,400	153,300	Landscape/ Recreation	Issued: 8/23/22
Marion County - SWFWMD							
6151.014	Marion County Utilities / Jody Kirkman	Renewal	9/7/2021	16,552,300	24,693,400	Public Supply	In Review
2183.005	Phoenix Sunrise*	Renewal	6/29/2022	149,600	504,300	Agricultural	Issued: 8/25/22
12323.002	Spruce Creek Preserve - General Irrigation	Renewal	7/27/2022	39,300	93,600	Landscape/ Recreation	Issued: 8/25/22
8139.003	Falls of Ocala	Modification	7/15/2022	64,000	99,000	Public Supply	Completed 9/6/22
13123.005	Florida Grande Motor Coach Resort	Modification	8/22/2022	14,000	290,000	Public Supply	In Review
20687.007	Southeast Wildwood Water Conservation Authority/Attn: M. Dzuro	Ownership Transfer	8/30/2022	3,485,700	19,506,500	Public Supply	Issued: 8/31/22
Sumter County							
8135.014	City of Wildwood	Letter Modification	9/24/2021	4,344,800	6,345,900	Public Supply	Application Withdrawn 8/29/22
6151.014	Marion County Utilities / Jody Kirkman	Renewal	9/7/2021	16,552,300	24,693,400	Public Supply	In Review
3534.010	Florida Fish & Wildlife Conserv Commission / Attn. Rick Stout	Renewal	3/4/2022	1,428,924	2,239,712	Agricultural	Issued: 7/22/2022
21031.000	Blue Goose Utility Company, LLC	New	4/4/2022	6,000,000	8,600,000	Public Supply	In Review
21039.000	Blue Goose Water Conservation Authority	New	5/9/2022	5,372,500	35,578,396	Landscape/ Recreation	In Review
2836.005	FAMU BAERS	Modification	5/25/2022	150,200	433,500	Agricultural	Issued: 8/9/2022
3152.009	Cow Hammock	Letter Modification	6/23/2022	464,400	1,318,000	Agricultural	Issued: 7/11/2022
2183.005	Phoenix Sunrise*	Renewal	6/29/2022	149,600	504,300	Agricultural	Issued: 8/25/22
8863.004	Annette Roesch **	Renewal	7/28/2022	1,600	2,000	Agricultural	Issued: 8/25/22
20687.006	Southeast Wildwood Water Conservation Authority/Attn: M. Dzuro	Letter Modification	7/15/2022	3,485,700	19,506,500	Landscape/ Recreation	Issued: 8/29/22
8675.009	Florida National Cemetary	Letter Modification	7/14/2022	817,400	2,336,100	Landscape/ Recreation	In Review
7185.007	City of Webster	Renewal	8/25/2022	102,900	123,200	Public Supply	In Review
8193.006	City of Center Hill	Renewal	8/31/2022	170,500	264,600	Public Supply/ Industrial Commercial	In Review
20687.007	Southeast Wildwood Water Conservation Authority/Attn: M. Dzuro	Ownership Transfer	8/30/2022	3,485,700	19,506,500	Landscape/ Recreation	Issued: 8/31/22
*WUP is located within Marion and Sumter Counties							
**WUP is located within Citrus and Sumter Counties							

Item 12.d.

Executive Director's Report

Correspondence



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

August 11, 2022

Citrus County Board of County Commissioners/Attn: Ken Cheek
3600 West Sovereign Path, Suite 241
Lecanto, FL 34461

Subject: **Time Extension Request Approval**
Water Use Permit Application No.: 20007121.007
Project Name: Charles A Black Water Supply System
County: Citrus

Reference: Chapter 40D-1.6051, Florida Administrative Code (F.A.C.)

Dear Mr. Cheek:

Your request for a time extension has been approved. The information requested in the District's letter dated March 1, 2022 is due by August 28, 2022. If your response is not received by this date, the permit application will be processed for denial.

If you have questions regarding this matter, please contact me at the Water Use Permit Bureau, at 8134458072.

Sincerely,

Brian C. Szenay, P.G.
Professional Geologist
Water Use Permit Bureau
Regulation Division

cc: Withlacoochee Regional Water Supply Auth./Attn: Suzannah Folsom
Michelle Hays
Devon Villareal-Dabbs



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

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Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

August 17, 2022

Citrus County Board of County Commissioners/Attn: Ken Cheek
3600 West Sovereign Path, Suite 241
Lecanto, FL 34461

Subject: **Clarification of Received Information**
Water Use Permit Application No.: 20007121.007
Project Name: Charles A Black Water Supply System
County: Citrus

Reference: Chapters 40D-1 and 40D-2, Florida Administrative Code (F.A.C.)
Section 120.60, Florida Statutes (F.S.)

Dear Mr. Cheek:

The District received the requested additional information for the permit application referenced above. Clarification of this information is required to proceed with the evaluation of your application. Please answer the following questions.

1. The submitted response indicates that there is a predicted 0.06 feet of drawdown under Lake Connell and 0.07 feet of predicted drawdown under Hog Pond. Due to the lakes already being deemed stressed, additional predicted impacts to these lakes cannot be permitted. Please reduce or redistribute quantities to provide reasonable assurance that these lakes will not be further impacted by the withdrawals of this water use permit application. Note that all groundwater modeling or geological interpretations will need to be signed and sealed by a Professional Geologist or Engineer. Refer to Rules 40D-2.091, 40D-2.101, and 40D-2.301, F.A.C.
2. The submitted response to the request for additional information letter indicates that the proposed communities of Sterling Hills and Crystal Ridge still require a site plan approval, and that they were expected to be approved by this year. If available, please submit these site plan approvals along with the response to this letter. Refer to Rules 40D-2.091, 40D-2.101, and 40D-2.301, F.A.C.
3. The submitted response indicates that additional potable customers will be added to the service area of the water use permit application due to the county's septic-to-sewer program, however, there is no information provided in the feasibility studies regarding to the transition from domestic self-supply to public supply consumption. Please explain the specific mechanisms that would incentivize potential customers to switch from self-supply to a public supply customer in these areas. Refer to Rules 40D-2.091, 40D-2.101, and 40D-2.301, F.A.C.
4. Please indicate whether your response is partial or complete according to the instructions below. If the response does not provide all of the information requested in the District's letter, then identifying the response as "partial" may facilitate a collaborative approach to the completion of this application. Refer to rule 40D-1.6051(1)(a), FAC.

Online applicants using the District's e-permitting portal: If you are responding online using the District's e-permitting portal, please select either "Submit Partial Response" or "Submit Complete Response" when submitting your response in the window titled "CORRESPOND WITH THE DISTRICT."

All other applicants: If you are not responding online using the District's e-permitting portal, please include the attached Applicant Transmittal Form for Submittal of Additional Information (LEG-R.046.00) with your response. The form should reference the permit application number and be signed by the applicant or designated representative; should itemize the supporting documents submitted with the response; and should indicate if your response is partial or complete by checking the appropriate box at the bottom of the form.

Please ensure that your response is received in this office within 90 days from the date of this letter. The response must reference the permit application number, include the Applicant Transmittal Form for Submittal of Additional Information (LEG-R.046.00) and include the appropriate number of copies of all requested information. Failure to provide the requested information within 90 days will delay the application's processing and will result in the application being processed for denial.

If the additional information cannot be provided within the stated time period, you may make a written request for a time extension, provided that an acceptable justification for the time extension accompanies the request.

Pursuant to 120.60(1), F.S., if you believe this request for additional information is not authorized by law or rule, then upon your written request, the District shall proceed to process the application.

If you have questions regarding the information requested or the District's procedures, please contact me at the Water Use Permit Bureau, at 8134458072. For assistance with environmental concerns, please contact Cassidy Hinson, at 8134384862.

Sincerely,

Brian C. Szenay, P.G.
Professional Geologist
Water Use Permit Bureau
Regulation Division

Enclosure: [LEG-R.046.00](#)
Withlacoochee Regional Water Supply Auth./Attn: Suzannah Folsom
cc: Michelle Hays
Devon Villareal-Dabbs

2022 Chapter Law Report

Joint Administrative Procedures Committee <japc@leg.state.fl.us>

Thu 8/18/2022 11:51 AM

To: afay@psc.state.fl.us <afay@psc.state.fl.us>; AFiorillo@ecslimited.com <AFiorillo@ecslimited.com>; agencyclerk@elderaffairs.org <agencyclerk@elderaffairs.org>; agencyclerk@fdacs.gov <agencyclerk@fdacs.gov>; aimee.odom@myfloridalicense.com <aimee.odom@myfloridalicense.com>; alex.anderson@flofr.com <alex.anderson@flofr.com>; alex.bickley@floridadep.gov <alex.bickley@floridadep.gov>; alexis.bakofsky@floir.com <alexis.bakofsky@floir.com>; alisa.goldberg@flofr.gov <alisa.goldberg@flofr.gov>; allan.charles@fdacs.gov <allan.charles@fdacs.gov>; allen.hall@flhealth.gov <allen.hall@flhealth.gov>; alysson.bradley@flhealth.gov <alysson.bradley@flhealth.gov>; amanda.ackermann@myfloridalicense.com <amanda.ackermann@myfloridalicense.com>; amanda.bush@flhealth.gov <amanda.bush@flhealth.gov>; Amber.greene@dot.state.fl.us <Amber.greene@dot.state.fl.us>; amy.matlock@fdc.myflorida.com <amy.matlock@fdc.myflorida.com>; ana.mcglamory@floridahousing.org <ana.mcglamory@floridahousing.org>; anastasios.kamoutsas@fldoe.org <anastasios.kamoutsas@fldoe.org>; andrea.moreland@floridarevenue.com <andrea.moreland@floridarevenue.com>; andrea.simpson@dms.fl.gov <andrea.simpson@dms.fl.gov>

📎 2 attachments (1 MB)

5/19 Chapter Laws Report - 2021B Special Session, 2022 Regular Session, and 2022 Special Sessions C and D.pdf; 2022 Summary of Amendments to Chapter 120.pdf;

Following each legislative session, the Joint Administrative Procedures Committee staff reviews [session laws](#) for rulemaking directives. Some of these laws fall under the mandate of Joint Rule 4.6(1), which requires this committee to notify agencies of statutory changes that may affect their rulemaking authority. Other laws, while not directly affecting agency rulemaking authority, may have an effect upon the operation of agencies in other actions covered by the Administrative Procedure Act. A copy of the committee's **2022 Chapter Law Report** is attached. While the staff of this committee has exerted its best effort to make this list as complete as possible, each agency is urged to make its own review of recent legislation to identify provisions that may have an effect not apparent to our reviewers. The report is not intended to supersede the requirements of individual agencies as set forth in section 120.74, Florida Statutes.

Chapters [2022-103](#), [2022-178](#), and [2022-179](#), Laws of Florida, amend the Administrative Procedure Act as detailed in the attached **2022 Summary of Amendments to Chapter 120, F.S.**

Joint Administrative Procedures Committee
Room 680, Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1400
(850) 488-9110
Email: japc@leg.state.fl.us
<http://www.japc.state.fl.us/>

2022 Summary of Amendments to Chapter 120

Chapter 2022-103, Laws of Florida, amends section 120.81(1)(d)1., F.S., to allow educational units to publish notices “on a publicly accessible website as provided in s. 50.0311.”

Effective Date: January 1, 2023

Chapter 2022-178, Laws of Florida, amends section 120.80(3)(a)4., F.S., to allow foreign nationals seeking to own 10 percent or more of any class of voting securities of a bank to appear by video during the public hearing on the application.

Effective Date: July 1, 2022

Chapter 2022-179, Laws of Florida, amends section 120.80(4) and creates section 120.80(19) F.S., to move the hearing and notice requirements exemption in chapter 120, F.S., for pari-mutuel stewards, judges, and boards of judges from the Division of Pari-mutuel Wagering to the Florida Gaming Control Commission.

Effective Date: July 1, 2022

Item 12.e.

Executive Director's Report

News Articles

Editorial I Homosassa River gets second chance after governor's torch

Citrus Chronicle

Aug 6, 2022

The Homosassa River Restoration Project (HRRP) got a lifeline tossed its way when Rep. Ralph Massullo (R-Lecanto) came to the rescue after Gov. DeSantis took his saber and slashed \$10 million in June from the state budget using his veto powers, monies needed for the HRRP to continue its environmental restoration efforts to restore the headsprings of the river after decades of pollution and negative impact.

To say that DeSantis' knifing was a surprise is not much of an understatement. Especially when looking at the positive impact on the initial 25 or so acres dredged of nasty Lyngbya algae, which has become a chokehold and had closed up numerous springs and sent fish and other wildlife scurrying away from this first magnitude spring.

The algae had also decimated the eelgrass, which is more or less a staple of the giant manatee's diet, herbivores who munch on eelgrass much like children who love to eat sweet candies or adults who chomp on potato chips.

A bit of relief came in December 2021 when \$4 million was received from the Springs Fund and the Watershed Quality Fund. This money is being used to continue the current efforts for dredging and maintenance.

According to the HRRP's president, Steve Minguy, three barges will be operational Monday, two for dredging new areas of the river, and one barge that will address maintenance issues of previous dredging from 2021. But Minguy said he's seeing the bottom of the dollar barrel and won't have the money to continue next year if something doesn't happen quickly.

It is difficult to understand why the governor deleted the funding from the budget, especially considering the evidence seen from the initial dredging efforts. Minguy said that biologists are thrilled with the numbers of aquatic species, which have returned to the upper river and canals off the headsprings and indicated they were surprised when they spotted a 170-pound tarpon in Mitton Cove.

They also observed numerous snook around the cages put down to protect the growth of the fledging eelgrass until roots are established. The snooks' curiosity is due to the

bountiful numbers of baitfish which use the eelgrass for cover in order to escape being dinner for this highly prized gamefish.

We are pleased with Massullo's efforts and look forward to the award of monies for this project – money from \$173 million set aside by the state House of Representatives for local grants.

Residents should know in September if money will be awarded for the HRRP's efforts to continue next year, and we support this funding request for a vitally important environmental restoration project.

Wastewater spill at city lift station

By **Lisa MacNeil**

Hernando Sun

August 9, 2022



Lift Station at 19289 Cortez Blvd - a by pass pumps are being used to handle the wastewater.

Spillage of 252,000 gallons of wastewater occurred on July 20 – 21, 2022, from the “50 Lift Station,” located on the north side of Cortez Blvd, just west of Broad Street / Hwy 41. According to Director of Public Works Paul Booth approximately 248,000 gallons were recovered, and the remaining amount was diluted by heavy rains.

A lift station pumps wastewater from a lower level to a higher elevation so it can continue downhill to the water treatment facility. There are several lift stations in use throughout Brooksville, as well as Hernando County.

Council member Betty Erhard was informed by a constituent, visited the site, and brought her findings to the attention of the other Council members at the regular City Council meeting held on August 1, 2022. Prior to the City Council meeting, Erhard told The Hernando Sun that while at the site, she learned that 185,000 gallons of wastewater from the lift station were spilled between July 20 – 21, 2022, but the Florida Department of Environmental Protection (DEP) was not notified until July 26. Erhard said that she observed the city workers onsite at the time wearing inadequate personal protective equipment (PPE).

The failure of the lift station is attributed to its age. According to Snowberger, two of the pumps are approximately 60 years old. One of the pumps was being replaced when the

failure of both occurred. Brooksville has an aging infrastructure and has been upgrading items as the budget allows.

During the conclusion of the discussion, Director of Public Works Paul Booth presented updated figures. 252,000 gallons were actually spilled and approximately 248,000 gallons were recovered. "When we had some heavy rain — and DEP confirms this — that the material remaining was diluted to the point that it would be inert and no longer an issue for the environment or our residents."

At the meeting, Erhard began her address by saying, "There should be some accountability. I don't think demoting, or restructuring a department where two employees continue to earn what they've been making with decreased responsibility."

She was speaking of an email exchange with City Manager Ron Snowberger following her visit to the lift station. In an email addressed to all City Council members on July 27, he wrote that two employees were given different titles and roles, however, "There are currently no payroll changes associated with these strategic moves."

"Jeremy Burgess will no longer be assigned as the Utilities Director, rather he is being moved to fulfill his role as City Engineer." Snowberger's message went on to state that "Danny Brooks will no longer be assigned to Assistant Utilities Director, rather he is being moved to Superintendent of Utility distribution and collections."

This newspaper obtained a copy of an official written warning to Burgess dated July 29, 2022. No warning was found for Brooks.

When Erhard replied, asking why the two were demoted, Snowberger's response was, "These are not demotions, they are reclassifications of position and assignment ..."

A follow-up email by Snowberger came with a stern warning to Erhard. "It has come to my attention that you have already visited the lift station and spoke directly with employees while they were on duty, regarding work efforts and made negative comments regarding supervisory action pertaining to this work. It has also come to my attention that you offered to take city employees to lunch to further discuss city operations. This is inappropriate and outside your scope of authority in regards to the City Charter and borders harassment of employees and supervision in the performance of their duty. I would ask that you cease and desist interference with city work operations immediately."

Because Erhard's address to council members came during the close of the meeting, no official decisions were voted on or directives given. Mayor Pat Brayton said, "I'm not going to say I disagree with you, I will say this; the way the Charter is spelled out, the City Manager has the final 'say-so,' so Council cannot override that..."

“We fired a city manager for the selling of a water tower,” Erhard said. “All the events that occur with a spill, Council has no say in? That affects the safety of the citizens. As public servants, we have a job to keep the public safe.”

Brayton stated, “My understanding is that any spill over 25 gallons is supposed to be reported immediately. It wasn’t done. I have not received any word from DEP about any adverse effects or situations that we need to take care of. My understanding is — that it was as (Booth) said — the way it was handled was proper. I think the whole thing comes back to why was it not properly notified to DEP.”

“What was done was done not with the approval, but the acceptance of DEP. Whether get fined for it or not, I don’t know,” the Mayor said.

“As far as what Mr. Snowberger does with those employees, this council has no say-so. We have a very strict charter that outlines what he can and cannot do, and this is one of the things that he can handle. Whether I like it or not.”

In the documents obtained were several memoranda regarding recent employee contacts with the Human Resources (HR) department. In documents dated June 2022, employees cited concerns about safety practices, use of PPE, and ineffective leadership.

One memorandum of June 28, 2022 states, “He (the employee) stated that he wanted to speak to HR because of safety concerns at the plant. He stated that since he obtained his (Water Class B) license, he understood the severity of operating a plant outside of compliance requirements and feels that the plant is currently out of compliance in several areas. He mentioned that (2) two pumps have been out of service for many months, which puts too much strain on the only working pump... stated he “lives in fear” that the current pump will fail causing severe Department of Environment Protection (DEP) fines and potential loss of his licensure...

In another document, an employee reported that another had “walked off the job,” because he felt his licensure could be jeopardized.

Erhard then referred to an invoice for \$9,496.40 for the installation of equipment from RCM Utilities, which was brought to the site to prevent further spillage. Booth told the council that the lease amount for the two units is \$3,947 per week. He added that he was confident that the issue would be resolved by August 12, 2022.

“That’s a fiscal impact that council should be aware of,” Erhard said.

According to Booth, the only error made by the City staff was to not notify DEP within 24 hours of the spill.

Snowberger said that he too became aware of the spill roughly 7 days after the incident. "The following morning, I met with that supervisory staff, I made some adjustments, I notified Council of those adjustments." He later stated that there were still "pending disciplinary issues."

Snowberger further explained, "Any time that the city experiences an emergency that does have to do with safety the department directors have the authority and autonomy to utilize budgeted reserves." The Reserve fund is budgeted and approved by City Council prior to the beginning of the Fiscal Year (FY). Snowberger said that there is a \$50,000 limit where the department would need to request a Declaration of Emergency.

'Ongoing board directives' highlight septic to sewer project, Weekiwachee Preserve and half-cent sales tax referendum

Hernando Sun

By Lisa MacNeil

August 18, 2022



County Administrator Jeff Rogers updated the Board of County Commissioners (BOCC) of his ongoing directives, highlighting the Septic to Sewer project, Weeki Wachee Preserve, and the county's one-half-cent sales tax referendum.

Rogers reported that a public hearing on the Septic to Sewer conversion in Spring Hill will take place on August 23, 2022, regarding the next steps. Rogers did not state anything specific during this meeting. Documentation in the BOCC agenda packet state that "Revisions on language between the County and Southwest Florida Water Management District (SWFWMD) area are ongoing," but the exact document pending was not specified.

Per a legal notice published on Aug. 12, 2022, the hearing on Aug. 23 will address the implementation of a Municipal Service Benefit Unit (MSBU) on properties within the conversion area in order to fund the improvements.

The first phase of the Septic to Sewer project involves converting properties directly east of US 19 / Commercial Way, south of US 50 / Cortez Boulevard, and north of Elgin Boulevard. This area was determined to be closest to the Weeki Wachee Springs. Replacing septic systems will reduce nutrients introduced into the waterway.

The Feasibility Study conducted on the Weekiwachee Preserve was not available to Rogers during this meeting, but he did say it was expected in the next few days. The study aimed to determine if recreational features should be added to the preserve.

When the Feasibility Study is received, it will be placed on the county's website for the public to review and comment on prior to the following BOCC meeting.

It was Chairman Steve Champion who picked up the reins of discussion of the half-cent sales tax referendum. "This board is not for raising your taxes. So, this half-cent... tourists pay, everyone pays when they go to the store. We also agreed to lower the millage because all of the burden was being put on the property owners."

The half-cent tax, if approved by voters will fund roadway projects.

"It's up to the citizens. If they choose not to, then we're going to have to figure out how to do the roads, and what's going to happen with the roads is — the gas tax revenue is dwindling, so we're going to have to cut some programs ... the MSBU (Municipal Services Benefit Unit) program (for paving) dirt roads? That's going to have to go away," Champion said, adding that the county would need to concentrate on major roadways.

Commissioner John Allocco added, "We can't keep going back to just the property owners and expect everything in this county to run (with property taxes)."

The referendum will appear on the November 8, 2022, ballot.

Wildwood flushes 175 fire hydrants in effort to clear up discolored water

Villages-News

August 31, 2022

By Marv Balousek

Wildwood utilities employees flushed 175 fire hydrants last weekend to clear excess iron from the fresh water system, which was coloring the water yellow for some residents.

Officials said any resident still experiencing discolored water should call 352-330-1336 between 7:30 am and 5 p.m. so a technician can be sent to investigate.

Utilities Director Mark Odell said the discolored water is safe to drink.

He said the problem occurred when a new water main was hooked up to the older part of the system and the pressure shook loose deposits on older pipes.

Odell said iron is present in all ground water and low flows can cause it to accumulate on the inside of pipes.

Affected neighborhoods are in older portions of the city, especially downtown and central areas on both sides of U.S. 301.

The problem became evident when Lee Coffey, a resident of an older part of the city, complained about the discolored water and brought samples to the last meeting of the Wildwood City Commission.

He said the water was so yellow that it looked like he hadn't flushed the toilet.

City officials promised action to correct the problem.

"The city takes great pride in providing some of the best municipal water in the state," read an official statement issued late last week. "Safety is, and will remain, our highest priority as we deliver a safe, affordable and adequate supply."

According to the U.S. Environmental Protection Agency (EPA), iron causes a cosmetic problem, but is not a safety threat.

"Our water consistently meets or exceeds every EPA and Florida Department of Environmental Protection quality regulation," the city statement said.

Harmful blue-green algal toxins detected at Three Sisters Springs

The Florida Department of Health in Citrus County says visitors should not drink, swim or wade in the waters when there is a bloom.



The number of manatees at Three Sisters Springs has increased dramatically in the past 5 years from an average cold day of about 65 manatees to 528 on Sunday.

Citrus Chronicle

By Jordan Highsmith

September 2, 2022

LECANTO, Fla. — Planning on checking out the clear blue waters of Three Sisters Springs anytime soon? The Florida Department of Health in Citrus County is advising visitors to take precautions in a certain area.

The Department of Health detected the presence of harmful blue-green algal toxins in the Three Sisters Springs canal between 3rd Avenue and 4th Avenue in Lecanto, Florida. The samples were taken on Sept. 1. "The public should exercise caution in and around Three Sisters Springs," the Florida Department of Health in Citrus County said in a news release.

Residents and visitors near the area are advised to not drink, swim or wade where there is a visible bloom. Blue-green algae blooms can be harmful to ecosystems and people, including fish and other aquatic animals, FDOH says.

Below are agencies to contact if you or someone else comes across blue-green algae and if an animal gets contaminated.

- To report a bloom to the Florida Department of Environmental Protection, call 855-305-3903
- To report fish kills, call the Florida Fish and Wildlife Research Institute at 1-800-636-0511

- If you are experiencing symptoms from exposure to a harmful algal bloom or any aquatic toxin, contact the Florida Poison Information Center at 1-800-222-1222 and speak with a poison specialist immediately
- If your pet has become ill after being contaminated or has consumed blue-green algae water, contact your veterinarian immediately.
- For any health questions or concerns about blue-green algae blooms, call the Florida Department of Health in Hillsborough County at 813-307-8000

Editorial | Inverness developing blueprint for environmental progress

Sep 3, 2022

Citrus Chronicle

The Inverness City Council has put its foot forward with the approval of three projects to spur the restoration of environmental degradation and plans for future development.

The first project – slated to begin construction by mid-2023 – will address a sewer line on State Road 44 extending westward. The other two projects are in the planning phase with money granted to a company to oversee both projects. The first one is actually phase one of five phases in South Inverness Highlands. The other project is an extension of sewer line for the US 41 North corridor.

Attention to the environment has become a major focus of both state government and local communities. The Florida Department of Environmental Protection (DEP) has ponied up almost \$3.4 million for the S.R. 44 sewer project, and the Inverness City Council voted recently to throw in \$280,000 from its utility fund.

This is very good news for homeowners affected by the project. Simple math shows that the total shortfall for them is about \$305,000. Eric Williams, the Inverness city manager, pointed out that this figure is the only responsibility for the landowners. Although the individual cost hasn't been firmed up yet, there are 44 septic tanks and almost a quarter-of-a-million square feet of commercial development that is impacted by this endeavor.

Further, as Williams points out, the S.R. 44 sewer phase is the spine for future development. This sewer will be the backbone for about 1,500 undeveloped lots on the west side of the city. That's a significant number of dwellings that would be dumping nitrogen "nutrients" into the aquifer and other waterways from septic tank runoff, an ugly mess for an already overloaded environmental system.

This city council movement has even greater implications when looking at the South Inverness Highlands area. As we said, this project is phased into five separate plans,

with a cost of about \$11 million. Currently, these five undertakings affect more than 750 parcels.

As Williams points out, there are congratulations to be spread around, not only to the leadership of the city council and mayor, but to the community. He also said that state government needs a pat on the back for its continuing restoration of an environment brutalized over the past century-plus with little thought to the outcome of lack of planning.

We support the Inverness City Council for addressing these environmentally important projects. The S.R. 44 septic-to-sewer phase is putting infrastructure into a community to help facilitate growth, so the city can not only address environmental restoration and future development but build upon and expand its tax base.

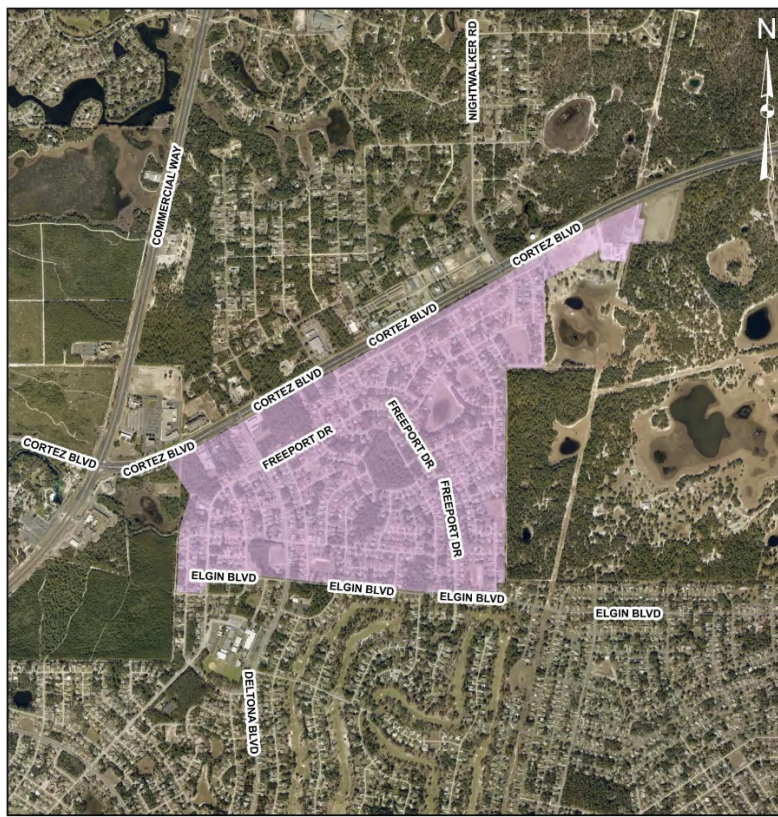
Certainly, all three sewer installation projects provide a return on investment, maybe not immediately, but over the long haul.

Septic to Sewer grants and MSBU funding mechanism approved

Hernando Sun

By Lisa MacNeil

September 3, 2022



0 625 1,250 2,500 3,750 5,000 Feet

Legend

 District A

At the regular meeting on August 23, 2022, the Board of County Commissioners voted unanimously to pass three items related to the Septic to Sewer Conversion project.

The first was an ordinance that amends language in the County Code of Ordinances (Section 28-238) to clarify the mandatory requirements for connections and bring it into compliance with state statutes. The revision is necessary to obtain state grants to help fund the project.

Utilities Director Gordon Onderonk explained that the new language removes exemptions and requires properties to be converted when the connection becomes available. Property owners will be given a one-year notice of availability.

When connected to the county sewer system, property owners can expect fees starting at \$23.22 per month and \$5.17 for every 1000 gallons. Onderdonk reported the average sewer bill is \$50.00 per month.

The next ordinance establishes an MSBU (Municipal Service Benefit Unit) for the property owners of District A, which is described as “all properties within the unincorporated area of Spring Hill generally located south of Cortez Boulevard, west of Sand Hill Scout Reservation, north of Elgin Boulevard, and east of Commercial Way.”

The cost to the property owner is an estimated \$3,600 which can be paid over the course of 10 years. The amount of the MSBU will be determined at a future public hearing, and a notice will be mailed to each affected property owner specifying the amount of the assessment.

District A consists of approximately 800 properties that currently use septic systems. The district will be converted to sewer connections by 2026.

Commissioners unanimously approved State grants that will fund \$12.25 million of the project. The county expects to leverage \$4,025,000 in ARPA (American Rescue Plan Act) as well. The Hernando County Utilities Department (HCUD) is funding \$665,000.

Commissioner Jeff Holcomb commended Onderdonk on securing outside grants. “I want to congratulate you and your staff. It’s been mentioned earlier that this is the state legislature, through the Springs Protection Act mandating this process, and ... we’re probably looking at a \$35,000 – \$36,000 cost to each individual lot owner that we’ve gotten down to \$3,600 ... I think that the work you’ve done on behalf of our citizens is impressive.”

Another grant approval was for a \$2.8 million grant agreement with Tallahassee for a Septic Upgrade Incentive program. This program will provide incentives of \$7,500 for owners of existing homes outside of District A, which are within the Priority Focus Area (PFA). This grant will allow property owners to install enhanced nitrogen-reducing septic systems.

Properties in this group are those located west of US Highway 41, south of Centralia Road, north of County Line Road, and just west of a portion of US Highway 19 closest to Weeki Wachee Springs. These properties fall outside the 5-year scope of District A, which is the first phase of a 20-year project.

Onderdonk said that the county will add this information to the county website in the near future.

A third grant approval, which also passed unanimously, is for the Sewer Connection Incentive program. This \$250,000 grant applies to homes that the county has identified as having nearby access and already capable of connecting to existing sewer infrastructure. This grant also offers \$7,500 to owners within the PFA to make the connection.

The Septic to Sewer project is part of the state-mandated Basin Management Action Plan (BMAP) which seeks to reduce pollutants in waterways statewide. Hernando County’s BMAP concentrates on the land area that directly affects Weeki Wachee Springs, which feeds the Weeki Wachee River.

Onderdonk presented specifics about the reasons for the massive septic-to-sewer conversion project, showing data that suggests rising levels of nitrates measured in the Weeki Wachee River correlate with the population growth of the county since the 1970s.

Recent studies show that most of the nitrate pollution is caused by septic systems (roughly 30%) and fertilizer runoff (roughly 45%). The remainder comes from livestock waste, atmospheric deposition, and wastewater treatment facilities.



Figure ES-1. Weeki Wachee BMAP and PFA boundaries.

Nitrogen Source Identification, Required Reductions, and Options to Achieve Reductions

DEP adopted nutrient total maximum daily loads (TMDLs) for Weeki Wachee Spring and Weeki Wachee River in 2014. The TMDLs established monthly average nitrate targets of 0.26 milligrams per liter (mg/L) for Weeki Wachee Spring and 0.23 mg/L for Weeki Wachee River. DEP adopted nitrate targets of 0.23 mg/L for Magnolia-Aripica Springs Group, Wilderness-Mud-Salt Springs Group, and Jenkins Creek Spring through adoption of TMDLs in 2016.

On-site sewage treatment and disposal systems (OSTDS) represent 30 % of the nitrogen loading to groundwater, agriculture (including farm fertilizers (FF) and livestock waste (LW)) 27 %, and urban/turfgrass fertilizers (UTF) 22 % of the total loading to groundwater based on the DEP analyses conducted using the Nitrogen Source Inventory Loading Tool (NSILT).

The total load reduction required to meet the TMDLs at the vents is 195,200 pounds of nitrogen per year (lb-N/yr). To measure progress towards achieving the necessary load reduction, DEP is establishing the following milestones: