


MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: Paul Johnson – Public Works Director 
DATE: October 28, 2008
SUBJECT: Transient Groundwater Model MOA

OCT 21 2008

BY: 2:55 p RBK

PURPOSE

The purpose of this item is to obtain City Council authorization for the Interim City Manager to enter into an agreement with the City of DeLand, the City of Deltona and the County of Volusia for the purpose of conducting a Transient Groundwater Model Revision, a Reclaimed Water retrofit Analysis, a Water Conservation Analysis and other Related Groundwater Optimization Activities.

BACKGROUND

This agreement is for a study of the calculations prepared by the SJRWMD that indicate the need for alternative water. Staff as well as the other stakeholders in Southwest Volusia County believes there may be flawed information used to determine how much alternative water we may actually need. Additionally, we believe SJRWMD has not given adequate consideration of conservation and reuse water for reduction of the need of alternative supplies. While we do not believe these measures would eliminate the need for alternative sources, staff feels with everything considered we might see a reduction in the quantity of water we will need from alternative sources. The agreement has been reviewed by the City Attorney as well as staff

RECOMMENDATION

To Recommend City Council authorize the Interim City Manager to enter into the agreement for the purpose of conducting a Transient Groundwater Model Revision, a Reclaimed Water retrofit Analysis, a Water Conservation Analysis and other Related Groundwater Optimization Activities.

RESOLUTION NO. 507-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF DELAND, THE CITY OF DELTONA, AND THE COUNTY OF VOLUSIA FOR A TRANSIENT GROUNDWATER MODEL REVISION, RECLAIMED WATER RETROFIT ANALYSIS, WATER CONSERVATION ANALYSIS AND RELATED GROUNDWATER OPTIMIZATION ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Orange City desires to enter into an agreement with the City of DeLand, the City of Deltona and the County of Volusia for the purpose of conducting a Transient Groundwater Model Revision, a Reclaimed Water retrofit Analysis, a Water Conservation Analysis and other Related Groundwater Optimization Activities attached as Exhibit "A"; and

WHEREAS, the Saint Johns River Water Management District (District) has projected that groundwater pumping by the City of Orange City, the City of DeLand, the City of Deltona and the County of Volusia (Suppliers) will, in the near future, exceed the capacity of the groundwater supply in the west Volusia County area, and that the Suppliers will therefore need to pursue one or more alternative sources of water supply; and

WHEREAS, cost estimates prepared by the District and others indicate the cost of providing potable water from an alternative source will likely be five times the cost of providing potable water from groundwater sources; and

WHEREAS, the Suppliers desire to jointly contract with an engineering firm to perform a preliminary evaluation of the District's mathematical groundwater model and the minimum flow and level (MFL) established for Blue Spring, and prepare a report quantifying costs associated with reclaimed water retrofit and implementation of various conservation efforts with the goal of reducing the quantity of alternative water supply ultimately needed; and

WHEREAS, the Suppliers have agreed on a consultant to perform the above work.

NOW, THEREFORE, BE IT RESOLVED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:

SECTION 1. The City Council of the city of Orange City, Florida authorizes the Interim City Manager to enter into an agreement with the City of DeLand, the City of Deltona and the County of Volusia for the purpose of conducting a Transient Groundwater Model Revision, a Reclaimed Water retrofit Analysis, a Water Conservation Analysis and other Related Groundwater Optimization Activities.

SECTION 2. The City Council of the City of Orange City, Florida approves the selection of the consultant as selected by the Suppliers.

SECTION 3. The City Council of the City of Orange City agrees to pay its pro-rata share of the cost of said study as stated in the agreement.

SECTION 4. That this resolution shall take effect immediately upon its adoption by the City Council of the City of Orange City, Florida.

ROLL CALL VOTE AS FOLLOWS (Resolution No. 479-08):

Jim Mahoney	_____	Donald C. Sherrill	_____
Donald Sandford	_____	Tom Abraham	_____
Tom Laputka	_____	Jeff H. Allebach, Vice Mayor	_____
Harley Strickland, Mayor	_____		

ADOPTED THIS _____ DAY OF _____, 2008.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, CMC, City Clerk

Harley Strickland, Mayor

This Resolution approved
as to form and legal sufficiency:

W. E. Reischmann, City Attorney

**AGREEMENT BETWEEN THE
CITY OF DeLAND,
CITY OF DELTONA,
CITY OF ORANGE CITY, AND
COUNTY OF VOLUSIA
FOR A TRANSIENT GROUNDWATER MODEL REVISION, RECLAIMED
WATER RETROFIT ANALYSIS, WATER CONSERVATION ANALYSIS
AND RELATED GROUNDWATER OPTIMIZATION ACTIVITIES**

This Agreement is made and entered into by and between the City of DeLand (DeLand), the City of Deltona (Deltona), the City of Orange City (Orange City), and the County of Volusia (Volusia), collectively referred to herein as (Suppliers).

WITNESSETH:

WHEREAS, the St. Johns River Water Management District (District) has projected that groundwater pumping by the Suppliers will, in the near future, exceed the capacity of the groundwater supply in west Volusia County area, and that the Suppliers will therefore need to pursue one or more alternative sources of water supply, and

WHEREAS, cost estimates prepared by the District and others indicate the cost of providing potable water from an alternative water source will likely be five times the cost to provide potable water from groundwater sources, and

WHEREAS, the suppliers desire to jointly contract with an engineering firm to perform a preliminary evaluation of the District's mathematical groundwater model and the minimum flow and level (MFL) established for Blue Spring, and prepare a report quantifying costs associated with reclaimed water retrofit and implementation of various conservation efforts with the goal of reducing the quantity of alternative water supply ultimately needed, and

WHEREAS, the Suppliers have agreed on a Consultant to perform the above work.

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

1. SCOPE OF WORK

The Suppliers shall contract with consultant (Consultant), to be selected by the Suppliers, to conduct a preliminary evaluation of the District's mathematical groundwater model and the MFL established for Blue Spring. The general purpose of this preliminary evaluation will be to determine whether, in the Consultant's opinion, the District's methodology and conclusions are subject to dispute and the basis therefor. The Consultant shall prepare a report which will accomplish the objectives generally set forth in the Scope of Work attached hereto as Exhibit A.

2. GOVERNANCE AND MANAGEMENT

(a) Any decisions which are necessary for the proper day to day administration of the work being performed by the Consultant shall be made by collective decisions of the Suppliers. Each of the Suppliers shall appoint one representative who shall be the person authorized to communicate on behalf of the respective Supplier on issues relevant to this Agreement. In the event that a dispute arises regarding the administration of this Agreement and/or the contract with Consultant, then the representatives of the Suppliers shall vote on the issue in dispute, and such vote shall be binding upon all Suppliers. In the unlikely event of a tie vote, then the Suppliers agree first to enter into mediation. If no agreement is reached following mediation, then the Suppliers will enter into binding arbitration.

(b) Volusia County shall serve as a project administrator (Project Administrator), and shall have overall administrative responsibility for implementing the terms of this Agreement. Under the direction of the Suppliers' representatives, the Project Administrator shall be responsible for implementing and overseeing the contract between the Suppliers and the Consultant. The Project Administrator shall have the responsibility of scheduling the kick-off and progress meetings with the Consultant, scheduling meetings of the Suppliers' representatives when necessary, keeping the Suppliers informed of the progress of the Consultant's work and other developments related to the work contemplated by this Agreement, and for such other administrative tasks necessitated by this Agreement and the contract between the Suppliers and the Consultant.

3. FUNDING

(a) The Suppliers will pay the amounts set forth below as payment for the work to be performed by the Consultant:

Supplier	2007 Usage (mgd)	Percentage of Total	Equal Share 1/2 of Cost	Pro Rata Share of 1/2 Cost	Total Share
DeLand	6.8	27.3%	\$32,007.50	\$34,964.02	\$66,971.52
Deltona	12.8	51.4%	\$32,007.50	\$65,814.62	\$97,822.12
Orange City	1.7	6.8%	\$32,007.50	\$8,741.00	\$40,748.50
Volusia Co.	3.6	14.5%	\$32,007.50	\$18,510.36	\$50,517.86
Total	24.9	100.0%	\$128,030.00	\$128,030.00	\$256,060.00

(b) All contributions made by the Suppliers pursuant to this Agreement shall be paid to Volusia County **[supplier employing the project administrator]** in care of the Project Administrator. Within thirty (30) days of the execution of a contract with the Consultant, each Supplier shall remit one-third (1/3) of its contribution, as set forth in Section 3(a) above of the estimated cost. Thereafter, the Suppliers shall remit an additional 1/3 share within thirty (30) days following notification from the Project Administrator that the Consultant has reached 60% completion of its work, and the final 1/3 share within thirty (30) days following notification from the Project Administrator that the Consultant has completed its work. All amounts payable by the Suppliers pursuant to this Agreement are subject to appropriation of said funds by the governing body of the respective supplier.

(c) Changes in the negotiated Scope of Work that will cause the Consultant's charges to increase must be unanimously approved by the Suppliers, and the Project Administrator shall not authorize the Consultant to undertake such additional or different work until he receives written notification from each Supplier that it has authorized payment of the additional funds. Any additional amounts charged by the Consultant will be paid by the Suppliers **on a pro-rata basis using the same percentages of consumption as set forth in Section 3(a) of this Agreement/equally.**

4. TERMS, AMENDMENT, TERMINATION

The term of this Agreement shall commence upon its execution by all Suppliers, and shall remain in effect until completion of the deliverables set forth in the Scope of Work.

5. AGREEMENT NOT A JOINT VENTURE

This Agreement is not intended to create a joint venture amongst the parties hereto, and in no event shall any party to this Agreement be responsible for the acts of any other party, or such other party's employees, agents or representatives.

6. OWNERSHIP OF DOCUMENTS

Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to this Agreement shall be vested in each of the Suppliers. Any source documents or any other documents or materials developed, secured or used in the performance of this Agreement shall be considered property of the Party from which such documents or materials originated.

7. ENTIRE AGREEMENT

This Agreement, including exhibits, constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

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

City of DeLand

By: _____
Attest: _____
Date: _____

Approved by:

City of Deltona

By: _____
Attest: _____
Date: _____

Approved by:

City of Orange City

By: _____

Attest: _____

Date: _____

Approved by:

County of Volusia

By: _____

Attest: _____

Date: _____

Approved by:
