



Interoffice Memorandum

August 26, 2019

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM" field.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
September 10, 2019 BCC Meeting
Amendment 1 to the Cost-Share Agreement Between The St. Johns
River Water Management District and Orange County for Water Wise
Neighborhood Program 2019
Contact Person: Jacqueline Torbert
Manager, Utilities Water Division
407-254-9832**

Working with state and regional agencies to ensure a clean environment and a sustainable water supply for our citizens, Orange County continues to develop innovative projects designed to achieve water conservation and water quality.

In June 2018, the Board was awarded \$300,708 in funding through the St. Johns River Water Management District (SJRWMD) cost-share program for the Water Wise Neighbor Program (Contract #33951).

SJRWMD funding for this program demonstrated confidence in Orange County Utilities' commitment to reduce water demand through indoor and outdoor water conservation measures. Amendment 1 to the agreement will extend the implementation period from September 30, 2019 to March 28, 2020 in order to provide participants with high efficiency toilet replacements, low flow showerheads, high efficiency spray nozzles, and smart irrigation timers.

The implementation cost of the program is \$300,708, of which \$150,354 (50%) will be reimbursed by SJRWMD upon task completion.

Action Requested: Approval and execution of Amendment 1 to the cost-share agreement between the St. Johns River Water Management District and Orange County for Water Wise Neighbor Program 2019 Contract #33951 to extend the program implementation period from September 30, 2019 to March 28, 2020.

All Districts.

BCC Mtg. Date: September 10, 2019

**AMENDMENT 1 TO THE COST-SHARE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND ORANGE COUNTY
FOR WATER WISE NEIGHBOR PROGRAM 2019**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("Recipient") whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 33951 on February 25, 2019 to provide funding for the Recipient's Water Wise Neighbor Program 2019 ("Agreement"). The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 1(a) TERM; WITHDRAWAL OF OFFER: delete this paragraph and replace it with the following paragraph:
 - (a) The term of this Agreement is from February 25, 2019 ("Effective Date") through March 28, 2020 ("Completion Date"). Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made in writing before January 1, 2020. For projects whose District contribution exceeds \$100,000, timely requests to extend the Completion Date more than six months beyond the original Completion date, September 30, 2019, may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, for example, delivery of a final report, will remain in full force and effect after the Completion Date as necessary to affect performance.
2. Paragraph 4(a) AMOUNT OF FUNDING is hereby deleted in its entirety and replaced with the following:
 - (a) For satisfactory completion of the Project, the District shall pay Recipient 50% of the total estimated cost of the Project, but in no event shall the District cost-share exceed \$150,354. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
3. Paragraph 5(a) PAYMENT OF INVOICES is hereby deleted in its entirety and replaced with the following:
 - (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$150,354, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in

subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

4. Paragraph 5(d) PAYMENT OF INVOICES, is hereby deleted in its entirety and replaced with the following:

(d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work), in addition, see Attachment D, "CONTRACT PAYMENT REQUIREMENTS FOR STATE FUNDED COST REIMBURSEMENT CONTRACTS"; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

5. Paragraph 27 FLORIDA SINGLE AUDIT ACT, is hereby added to this Agreement as follows:

FLORIDA SINGLE AUDIT ACT

(a) **Applicability.** The Florida Single Audit Act (FSAA), §215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in §215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of §215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with §215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

(b) **Program Information** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection (FDEP). Funding is provided under the State of Florida, Florida Springs Grant Program in the amount of \$75,177. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.052. The District is providing matching funding in the amount of \$75,177.

(c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at

<http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by §215.97(2), Fla. Stat., and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with §215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

6. Attachment A, STATEMENT OF WORK, is hereby modified as follows:

The current Statement of Work is hereby deleted and replaced with the Revised Statement of Work attached hereto as Attachment A-1.

7. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Wendy L. Cox
Ann B. Shortelle, Ph.D., Executive Director, or designee

By: Beynon L. Demings
for Jerry L. Demings, Orange County Mayor

Date: 9-18-19

Date: 10 Sep 19

Attest: Katie Smith
Katie Smith Deputy Clerk



Typed Name and Title

Attachments:

- Attachment A-1 – Revised Statement of Work
- Attachment D – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts
- Attachment E – Insurance Requirements

**ATTACHMENT A-1 – REVISED STATEMENT OF WORK
WATER WISE NEIGHBOR PROGRAM 2019**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2018-2019 to develop and implement resource and water supply development projects and promote conservation. On April 10, 2018, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

Orange County Utilities (Recipient) requested funding for their Water Wise Neighbor Program 2019 project (Project) for the not to exceed amount of \$150,354 towards the estimated project cost of \$300,708. This request was approved by the Governing Board. The Florida Department of Environmental Protection (FDEP) approved funding through the Florida Springs Grant Program. This amendment revises the funding sources for this Agreement. The Recipient is located in Orange County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to incentivize builders to implement water saving best management practices during construction when the cost to implement is the lowest. This program is to provide a projected water consumption savings of up to 332,699,700 gallons.

III. SCOPE OF WORK

Recipient shall provide hardware in the form of technologically advanced irrigation equipment and water efficient devices. To participate new constructions will be required to build or retrofit the property so that it meets a minimum of 80% of all the requirements of the Florida Water Star™ silver level criteria.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final Project design, plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for Project;
- Perform supervision and inspection of Project;
- Perform contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.
- Provide requirements for the State of Florida funding contribution toward the project, if applicable.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual project costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (if applicable):

- For retrofit or installation of water conserving units or fixtures, list the locations/addresses and types of the participating locations/properties;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos. Quarterly reports shall also be emailed to the District’s Budget Analyst at hbarber@sjrwmd.com;
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is March 28, 2020. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Implement Conservation Measures	10/1/18	3/28/20

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 50% of the total cost of the Project, but in no event shall the District’s cost-share exceed \$150,354. It is anticipated that the FY breakdown will be \$50,000 for FY 2018-19 and \$100,354 for FY 2019-20.

Recipient shall invoice the District quarterly with appropriate documentation. The District’s Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor’s invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District’s cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2018. The District will not reimburse for any costs prior to October 1, 2018.

Recipient shall submit quarterly progress reports to the District’s Project Manager and the District’s Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District’s Budget Analyst is hbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by Orange County Utilities detailing the Project’s accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY 18-19 (10/1/2018 – 9/30/2019)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Implement Conservation Measures	\$100,000	\$50,000

FY 19-20 (10/1/2019 – 3/28/2020)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Implement Conservation Measures	\$200,708	\$100,354

ATTACHMENT D – CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E - INSURANCE REQUIREMENTS
Including Florida Department of Environmental Protection Insurance Requirements

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Recipient's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements. In addition, Recipient's General Liability insurance and Automobile Liability insurance shall include the State of Florida, the Florida Department of Environmental Protection, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. If the Recipient is self-funded for any category of insurance, then the Recipient shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient for the entire length of the Agreement.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Recipient shall provide, and cause each sub-recipient, contractor, or subcontractor, to provide, adequate insurance satisfactory to the District and the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Recipient. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(c) **Automobile Liability.** Minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage