



## Interoffice Memorandum

December 20, 2016

**TO:** Mayor Teresa Jacobs  
and Board of County Commissioners

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

A handwritten signature in black ink, appearing to be "R. Hanson", written over the "FROM" line.

**SUBJECT: BCC Agenda Item – Consent Agenda  
January 10, 2017 BCC Meeting  
South Florida Water Management District Cooperative Funding  
Program Agreement No. 4600003515  
Contact Person: Jacqueline W. Torbert, Manager  
Utilities Water Division  
407-254-9850**

Working with state and regional agencies to ensure a sustainable water supply for our citizens, Orange County Utilities continues to develop innovative projects designed to achieve water conservation. Earlier this year, the County applied for and was awarded funding through the South Florida Water Management District's cost-share program to pilot test WaterSmart, a water-use efficiency program in the South Florida Water Management District's jurisdiction of Orange County.

Implementation of the cost-share program is \$169,981 of which \$50,990 (31%) will be reimbursed by the South Florida Water Management District upon task completion.

The Orange County Attorney's Office staff has reviewed the agreement and finds it acceptable as to form. Utilities Department staff recommends approval.

**Action Requested:** Approval and execution of South Florida Water Management District Cooperative Funding Program Water Conservation (WC) Agreement Number: 4600003515 between the South Florida Water Management District and Orange County Board of County Commissioners for the WaterSmart water-use efficiency program.

Districts 1 and 4.



BCC Mtg. Date: January 10, 2017

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
COOPERATIVE FUNDING PROGRAM  
Water Conservation (WC)**

<b>Recipient: Orange County Board of County Commissioners</b>  <b>Recipient's Project Manager:</b> Jacqueline Torbert  <b>Address:</b> Utilities Department 9150 Curry Ford Orlando, FL 32825  <b>Telephone No:</b> (407) 254-9830  <b>Email:</b> Jacqueline.torbert@ocfl.net	<b>Agreement Number: 4600003515</b>  <b>Governing Board Approval Date:</b> September 8, 2016  <b>District Funding Amount:</b> \$50,990  <b>Contract Term: Oct. 1, 2016 – Oct. 31, 2018*</b>  <b>* All deliverables are due by September 30, 2018</b>
<b>SFWMD Project Manager:</b> Heather Moody  <b>Telephone No.:</b> (561) 682-6615  <b>E-mail Address:</b> hmoody@sfwmd.gov  <b>Contract Specialist:</b> Sharman Rose  <b>Telephone No.:</b> (561) 682-2167  <b>Fax No.:</b> (561) 682-5624  <b>Address:</b> 3301 Gun Club Road West Palm Beach, FL 33406	
<b>Insurance: Not Applicable</b>	
<b>Federal Employer Identification Number:</b> 59-2456408	
<b>Project Title: CFP WC-2023 – Water Conservation Software Technology Project for Southwest Orange County</b>	

This **Agreement** is entered into between “the Parties,” the South Florida Water Management **District, (District)**, and the undersigned party, hereinafter referred to as the “**Recipient**.” The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

## **ARTICLE 1 – PROJECT**

- 1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely construct and perform all work items described in the “Statement of Work,” hereinafter referred to as the “Project”, attached hereto as Exhibit “A”, and made a part of this **Agreement**.
- 1.2 As part of the deliverables to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever forum reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.
- 1.3 Attached to this **Agreement** are the following exhibits, which are incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Payment and Deliverable Schedule
Exhibit C	Quarterly Status Report
Exhibit D	Final Project Summary Report
Exhibit E	Cost Breakdown Summary Sheet(s)

## **ARTICLE 2 – TERM OF THE AGREEMENT**

- 2.1 The period of performance of this **Agreement** shall be the dates noted on the first page of this **Agreement**.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

## **ARTICLE 3 – COMPENSATION / CONSIDERATION**

- 3.1 As consideration for the Project required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on the first page of this **Agreement**. Such amount is a not-to-exceed amount and therefore, no additional consideration will be authorized. The **Recipient** shall provide at least fifty percent (50%) or more of the Project’s total actual cost or the percentage set forth in the Payment and Deliverable Schedule (Exhibit “B”). In the event the project scope is achieved to 100 percent (100%) completion, as outlined in the Statement of Work, and total actual project costs are below the estimated total project cost, the **Recipient** may be eligible to receive up to the full award amount in the District’s sole discretion, as long as the minimum fifty percent (50%) match of the total actual project cost is met by the **Recipient**. Payment will be made by the **District** for work authorized and completed between October 1, 2016 and September 30, 2018. The **District** will not

reimburse the **Recipient** for work that commences prior to the start of the **Agreement** or for work completed after September 30, 2018. The **Recipient** is responsible for any additional funds through either local revenues, grants, other appropriations, and/or other funding sources.

- 3.2 The **Recipient** assumes sole responsibility for all work, which is performed pursuant to Exhibit "A". By providing funding hereunder, the **District** does not make any warranty, guaranty or any representation whatsoever regarding any of the work performed hereunder, including but not limited to, the adequacy or sufficiency of all or any part of work described in Exhibit "A".
- 3.3 The **Recipient** hereby agrees *not* to use **District** funding for any work associated with the research, design and permitting aspects of the Project. **District** funds shall only be used for the non-capital costs for the purchase and installation activities described in Exhibit "A".

#### **ARTICLE 4 – FUNDING PAYMENTS AND REPORTING**

- 4.1 The **Recipient** shall provide a completed Quarterly Status Report attached hereto as Exhibit "C" within ten (10) business days of the following due dates December 31, 2016, March 31, 2017, June 30, 2017, September 30, 2017, December 31, 2017, March 31, 2018, and June 30, 2018. Reports shall provide detail on the progress of the Project; amounts expended to date per task and outline any potential issues affecting Project completion or overall schedule. In addition, on or before September 30, 2018, the **Recipient** shall provide a completed Project Summary Final Report, attached hereto as Exhibit "D" and the Final Reimbursement Request Package. Concurrent with delivery of the final deliverable(s), the **Recipient** shall provide certification that all work has been completed in accordance with Exhibit "A" of this **Agreement**.
- 4.2 The **District** shall make payment to the **Recipient** upon completion and acceptance of the deliverable(s) as described in the "Payment and Deliverable Schedule", and receipt of a fully documented reimbursement package. The **Recipient's** reimbursement request package shall contain the backup documentation required (see Attachment 1 to Exhibit B). The request shall include but is not limited to:
- **Recipient's** invoice (include the **District's Agreement** Number and Purchase Order number);
  - Signed certification letter on **Recipient's** letterhead (signed by an authorized representative of the **Recipient**);
  - Tasks completed per the **Agreement** (if all tasks finished, a statement indicating that the project is completed per the **Agreement**); and
  - Vendor invoices/application for payment) for the **District Project Manager(s)** to ascertain that each deliverable in the invoice has been substantially complete.

The **Recipient** shall submit the final reimbursement request and Exhibit "D" on or before September 30, 2018. Failure of the **Recipient** to follow the instructions set forth in the

**Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**.

- 4.3 **Recipient** shall send its invoices and attachments to [APIInvoice@sfwmd.gov](mailto:APIInvoice@sfwmd.gov) and a copy to the **District** Project Manager. All invoices must reference the **Recipient's** legal name as authorized to do business with the State of Florida; **District's Agreement** Number and Purchase Order (PO) Number as specified on the cover/signature page of the **Agreement**; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. **Recipient** shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the **Recipient's** name, Agreement number, and the PO number; 3) provide all required attachments with the invoice file, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the **Recipient** must provide the above to the following address:

**South Florida Water Management District  
Accounts Payable  
P.O. Box 24682  
West Palm Beach, FL 33416-4682**

- 4.4 **Recipient** must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this **Agreement** in order to receive prompt payment by the **District** as described in Section 218.70, F.S. **Recipient's** failure to follow the instructions set forth in the **Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**.

## **ARTICLE 5 – CONTRACT MANAGEMENT**

- 5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the **District Project Manager(s)** for attempted resolution or action. The **District Project Manager(s)** shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.
- 5.2 All notices under this **Agreement** shall be in writing and shall be deemed received if sent by electronic mail, overnight mail, or for cure and default notices, certified mail, to the respective addresses specified on the cover/signature page of the **Agreement**.
- 5.3 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.
- 5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's Agreement** Number and PO Number.

## ARTICLE 6 – TERMINATION / REMEDIES

- 6.1 It is the policy of the **District** to encourage good business practices by requiring the **Recipient** to materially perform in accordance with the terms and conditions of the **Agreement**. In accordance with Chapter 40E-7, Part II of the Florida Administrative Code, “Material Breach” is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **Agreement**.

If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District**, by sending a Termination for Default Notice, the **District’s** Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District**, and if so, for what period of time. Should the District terminate for default in accordance with this provision, the **District shall be entitled** to recover procurement costs in addition to all other remedies under law and/or equity.

- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery of a Notice of Termination to the **Recipient**, specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination, the **District** shall compensate the **Recipient** for all accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.
- 6.3 In the event a dispute arises, which the **Project Managers** cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.
- 6.4 Notwithstanding anything in this **Agreement** to the contrary, the **District** reserves the right to terminate this **Agreement** immediately without notice in the event any of the representations contained in the **Recipient’s** project application are found to be false or if the **Recipient** fails to complete the activities described in Exhibit “A”, Statement of Work.

## ARTICLE 7 – RECORDS RETENTION

7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:

- A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.
- B. Examination of Records. The **District** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.
- C. Extended Availability of Records for Legal Disputes. In the event the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to this **Agreement** until the final disposition of the legal dispute. All such records shall be made readily available to the **District**.
- D. Periodic Audits. The **District** shall perform audits periodically to ensure funding objectives are being met.

### 7.2 Public Records

- A. **Compliance with Florida Laws:** **Recipient** must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If **Recipient** asserts any exemptions to Florida's public records laws, **Recipient** has the burden of establishing and defending the exemption. **Recipient's** failure to comply with this section is a breach of this **Agreement**.
- B. **Recordkeeping and Public Access:** Under Florida Statutes 119.0701(3)(a) [2016], a request to inspect or copy public records relating to a **District** contract for services must be made directly to the **District**. In addition, **Recipient** must: (1) keep and maintain public records required by the **District** in order to perform the service; (2) upon request from the **District's** custodian of public records, provide the **District** 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 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 **Agreement** term and following completion of the **Agreement** if the **Recipient** does not transfer the records to the **District**; and (4) transfer, at no cost, to the **District**,

all public records in possession of the **Recipient** or keep and maintain public records required by the **District** to perform the service. If the **Recipient** transfers all public records to the **District** upon completion of the **Agreement**, the **Recipient** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Recipient** keeps and maintains public records upon completion of the **Agreement**, the **Recipient** shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the **District** upon request from the **District's** custodian of public records, in a format that is compatible with the information technology systems of the **District**. At the conclusion of the **Agreement** with the **District**, **Recipient** shall provide all applicable records associated with this **Agreement** on electronic media (CD-ROM or USB flash drive).

- C. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.**

## **ARTICLE 8 – STANDARDS OF COMPLIANCE**

- 8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.
- 8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justifiable in federal court.
- 8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119 of the Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.
- 8.4 Pursuant to Section 216.347, F.S., the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch or another state agency.



- 8.5 The **Recipient** has obtained, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary. The **Recipient** agrees to comply with the terms and conditions of all permits.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.
- 8.7 The **Recipient** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **Recipient** shall not subcontract, assign, or transfer any other work under this **Agreement** without the prior written consent of the **District's** Project Manager. The **Recipient** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **Recipient** that the **District** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
- 8.8 Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein. **Recipient** also assures that it is not on the **District's** Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this Project.
- 8.9 The **Recipient** shall comply with Chapters 215.473 and 215.4725, Florida Statutes, as amended. The **Recipient** further understands and accepts that this **Agreement** shall be either void by the **District** or subject to immediate termination by the **District** in the event there is any misrepresentation or false certification on the part of the **Recipient**. The **District**, in the event of such termination, shall not incur any liability to the **Recipient** for any work or materials furnished.

## **ARTICLE 9 – INDEMNIFICATION AND INSURANCE**

- 9.1 For value received, which is hereby acknowledged, the **Recipient** shall, subject to the limits permitted in Section 768.28, F.S., defend, indemnify, save, and hold the **District**, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the **Recipient** and other persons employed or utilized by the **Recipient** in the performance of the **Agreement**. The **District** shall have the right to approve counsel selected by the **Recipient** to defend the

**District** in the event the **District** is named in any legal action. Pursuant to section 768.28, F.S., nothing herein shall require the **Recipient** to be liable for intentional or reckless acts or for actions committed in bad faith or malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, nothing contained here shall constitute a waiver by the **Recipient** of its sovereign immunity or the provisions of Section 768.28, F.S.

The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **Agreement**. This paragraph shall survive the expiration or termination of this **Agreement**.

## **ARTICLE 10 – RELATIONSHIP BETWEEN THE PARTIES**

- 10.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.
- 10.2 The **Recipient** shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.
- 10.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third party beneficiary or otherwise.

## **ARTICLE 11 – GENERAL PROVISIONS**

- 11.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God or for any other cause of the same character, which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the Statement of Work, Exhibit “A” of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in Articles 1-11

- (b) Exhibit "A" Statement of Work
- (c) Application
- (d) All other exhibits, attachments and documents specifically incorporated herein by reference

- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.5 This **Agreement** may be amended only with the written approval of the Parties.
- 11.6 This **Agreement** states that all publicity/outreach media will be jointly planned by the **Recipient** and the **District** and any and all materials, events, or endorsements arising out of this award will require prior **District** approval.
- 11.7 This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this **Agreement** and any signatory hereon shall be considered for all purposes as original.
- 11.8 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD**

By: 

**Lennart J. Lindahl, P.E.  
Assistant Executive Director**

Date: 01/27/17

By: 

**Dorothy A. Bradshaw, Division Director  
Administrative Services**

Date: JAN 30 2017

  
SFWMD Procurement Approved:

By: 


Date: 12/16/16

  
SFWMD Office of Counsel Approved:

By: 

Date: 1/23/17

**Recipient's Legal Name: ORANGE COUNTY BOARD OF  
COUNTY COMMISSIONERS**

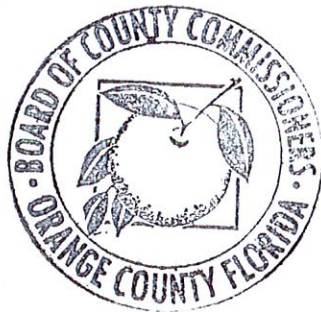
By Authorized Official: 

Ajit Lalchandani

Printed Name: \_\_\_\_\_

Title: County Administrator

Date: 1.10.17



## **EXHIBIT "A"**

### **STATEMENT OF WORK**

Water Conservation Software Technology Project for southwest Orange County  
Orange County Utilities – Water Division

#### **A. Introduction/Background**

Orange County Utilities (OCU or Recipient) will contract with WaterSmart Software Inc. to implement its Software as a Service (SaaS) to provide access to the Utility Analytics Dashboard and Customer Portal, delivery of home water reports (HWR), and support and customer service for 24,283 customers in southwest Orange County, located within the jurisdiction of the South Florida Water Management District (District).

The WaterSmart project for southwest Orange County will implement software that combines technology and community-based social marketing to reduce potable water consumption of 24,283 households by 4.9%, with saving estimated to be 162.68 million gallons per year.

While not part of OCU's Conservation Plan, this project is a stated goal in the Water Division's 2015-2020 Business Plan. In addition, the Central Florida Water Initiative Regional Water Supply Plan (CFWI RWSP) estimates sustainable groundwater withdrawal for Central Florida is 850 mgd which will leave a 250 mgd deficit by the year 2035. In the CFWI RWSP projected water conservation savings is approximately 37 mgd achieved through several factors including voluntary consumer actions, level of conservation education and financial incentives, and assumed participation rates in conservation Best Management Practices. The WaterSmart project will assist with meeting the projected water conservation savings identified in the CFWI RWSP.

#### **B. Objectives**

The objective of the WaterSmart project is to save 162,677,403 million gallons per year (mgy) or 445,692 gallons per day (gpd).

#### **C. Scope of Work**

OCU will contract with WaterSmart Software Inc. to implement the project to provide access to the Utility Analytics Dashboard and Customer Portal, delivery of HWR, and support and customer service for 24,283 customers in southwest Orange County, located within the jurisdiction of the District.

The project combines technology and community-based social marketing to reduce potable water consumption by approximately 4.9%, saving an estimated .445.692 gpd. The reduction will be achieved using WaterSmart Software, Inc.'s web-based technology. OCU will purchase the WaterSmart SaaS. products and services included in the license price include: customer surveys; a customer portal; a Utility Dashboard; and HWRs.

The entire OCU residential customer database will be loaded into the WaterSmart Software to generate the Customer Portal and the Utility Dashboard. OCU recognizes that its customer base spans two water management districts. While the entire residential customer base will be loaded into the software system, the Customer Portal and HWR will target a group of 24,283 residential customers located in the area of Orange County that is within the District's jurisdiction.

Once the project is implemented, WaterSmart Software, Inc. will send out customer surveys to the targeted 24,283 Orange County Utilities residential customers. Approximately 1 month later and bi-monthly thereafter, the 24,283 residential customers located in southwest Orange County will receive the HWR. It is the HWRs and Customer Portal that are the tools that influence the customers to act.

The HWR has two components. The customer first sees its own water use, which will be compared to other similar households based on house size, lot size and residence location as well as the most efficient water users in the area. The customer's report will show a rating that conveys that their water use is "great", "average" or that the customer needs to "take action." The second part of the HWR directs the customer to the web portal for more detailed information and suggestions for water conservation actions linked to OCU incentive programs.

The WaterSmart Project for southwest Orange County estimates water savings of approximately 162.7 mgy. This estimate is based on a 4.9% reduction over current consumption of approximately 3.3 mgy for 24,283 OCU residential customers located in Commission District 1, an area in southwestern Orange County located within the District's jurisdiction.

In-kind services are not part of this scope of work.

#### **D. Work Breakdown Structure**

The work breakdown structure associated with this project is described below. Note that if the project is complete prior to the due date of a Status Report (Tasks 1-7), then Exhibit "D" shall replace the Status Report and subsequent Status Reports shall not be required.

Task 1 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** December 31, 2016

Task 2 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** March 31, 2017

Task 3 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

**Due Date:** June 30, 2017

Task 4 – Recipient shall provide access to the Utility Analytics Dashboard, customer portal, delivery of Home Water Reports, and support and customer service for 24,283 customers in southwest Orange County.

**Due Date:** Upon Task Completion

Task 5 – Reimbursement Package & Project Summary Sheet (Exhibit “D”): Recipient shall submit to the project manager the reimbursement request package, to include but not limited to, signed certification letter that the project is complete per the contract, copies of vendor invoices, Exhibit “E” Cost Breakdown with documented man-hours, other in-kind services and any other documentation supporting payment.

**Due Date:** September 30, 2017



**EXHIBIT “B”**  
**SUMMARY SCHEDULE OF TASKS AND DELIVERABLES**

Water Conservation Software Technology Project for southwest Orange County  
Orange County Utilities – Water Division

- A summary deliverable schedule associated with this project is set forth below.
- The **Recipient** shall submit all deliverables to the **District’s** project manager. All deliverables submitted hereunder are subject to review by the **District**. The **Recipient** hereby agrees to provide the **District** all deliverables, data and information described in the Statement of Work.
- The **Recipient** shall provide quarterly progress reports summarizing a brief description of the current status of the project and the extent of project completion. Progress reports are due within 10 days of the due dates: December 31, 2016, March 31, 2017, and June 30, 2017. Reports will provide detail on the progress of the project and outline any potential issues affecting project completion. Progress reports shall be submitted on the Quarterly Status Report, attached hereto as Exhibit “C”.
- Reimbursement Request Packages shall include but not be limited to, a copy of **Recipient’s** invoice, signed certification letter that task(s) are complete per the contract, Exhibit “D” Project Summary Report, copies of vendor invoices, Exhibit “E” Cost Breakdown Summary<sup>2</sup> with documented man-hours, other in-kind services<sup>3</sup>, and any other documentation supporting payment. Timely payment of invoices shall be contingent upon the District’s review and acceptance of all invoice(s). Final payment is subject to the final project cost. The Reimbursement Request Package shall be submitted on or before September 30, 2017.
- Total reimbursement payment by the **District** for all work completed herein shall not exceed the amount of \$50,990.00. All payments are subject to **District** fiscal year appropriations. The **Recipient** shall contribute funding in the amount of \$118,991.00 or approximately 70 percent of actual costs. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **Agreement** will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.



<b>Task No.</b>	<b>Deliverable(s)</b>	<b>Invoice Date<sup>1</sup></b>	<b>Report Due Date</b>	<b>District Not-To-Exceed Payment</b>
1	Exhibit "C" – Quarterly Status Report	N/A	December 31, 2016	N/A
2	Exhibit "C" – Quarterly Status Report	N/A	March 31, 2017	N/A
3	Exhibit "C" – Quarterly Status Report	N/A	June 30, 2017	N/A
8	Provide access to Utility Analytics Dashboard and Customer Portal, delivery of Home Water Reports and support and customer service for 24,283 customers in southwest Orange County	Upon Task Completion	Upon Task Completion	\$50,990
9	Reimbursement Request Package & Project Summary Report (Exhibit "D")	September 30, 2017	September 30, 2017	N/A
<b>Total District Funding</b>				\$50,990.00
<b>Total Project Cost</b>				\$169,981.00

<sup>1</sup>The deadline for the Reimbursement Request Package submittal is on or before September 30, 2017 for reimbursement, no exceptions.

<sup>2</sup>Exhibit "E", Cost Breakdown Summary sheet will be sent electronically for Recipients use during the contract period.

<sup>3</sup>Ineligible in-kind services include non-paid volunteer hours; educational programs and materials, such as coloring books, stickers, etc.; waived fees; or an individual's entire annual salary. Exception is the required educational component for flapper toilets.



**EXHIBIT "C"**  
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**COOPERATIVE FUNDING PROGRAM**  
**WATER CONSERVATION**

## QUARTERLY STATUS REPORT

<b>Contract Number: 4600003515</b>		<b>Purchase Order Number:</b>	
<b>Reporting Quarter:</b> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/>			
<b>Project Title:</b> Water Conservation Software Technology Project for southwest Orange County		<b>Funding Recipient:</b> Orange County Utilities – Water Division	
<b>Installations/Rebates per agreement:</b> _____		<b>Installations/Rebates to date:</b> _____	
<b>Other requirements per agreement:</b> <u>Install and implement Watersmart software</u>		<b>Percent Complete to date:</b> _____	
<b>Overall status of project (check one):</b> _____ On Schedule _____ Behind Schedule (Explain why and if the scope will be completed by 09/30/17)			
<b>Project summary (to date):</b>			
<b>Recommended Actions:</b>			
<b>Submitted by:</b>		<b>Title:</b>	
<b>E-mail:</b>		<b>Date:</b>	
<b>Report Submittal and/or Questions:</b> Please e-mail Heather Moody at <a href="mailto:hmoody@sfwmd.gov">hmoody@sfwmd.gov</a>			
<b>SEWER STAFF ONLY:</b>		<b>Date Received:</b>	
<b>by:</b>			
<b>Project Status:</b> <input type="checkbox"/> Commenced <input type="checkbox"/> On Schedule <input type="checkbox"/> Behind Schedule <input type="checkbox"/> Completed <input type="checkbox"/> Closed			



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
COOPERATIVE FUNDING PROGRAM  
WATER CONSERVATION**

**EXHIBIT "D"  
Project Summary**

Water Conservation Software Technology Project  
for southwest Orange County  
**Project Title**

Jacqueline Torbert

**Recipient Project Manager**

4600003515/950000

**SFWMD Contract / PO Numbers**

Orange County Utilities – Water Division

**Recipient Name (Project Owner)**

Type of Water Conservation Project	Project Start Date	Project End Date	Proposed Water Savings

Was the original project scope fulfilled per the District Purchase Order? ☐ Yes ☐ No If no, provide an explanation below.

COST FOR THIS PROJECT		
	Contract Amounts	Actual Costs
Total Project Cost	\$ 169,981	\$
FUNDING BREAKDOWN FOR THIS PROJECT		
District Funding	\$ 50, 990	\$
Local Funds	\$ 118,991	\$
Other Funding Source / In-kind Services		
From:	\$	\$
<b>TOTAL PROJECT COST</b>	<b>\$169,981</b>	

**To the best of my knowledge, the above information is correct.**

**Entity Project Manager**

*-All supporting documentation is to be included to support Actual Costs and Actual Water Savings for this project as specified in the deliverables table. Supporting documentation is to include but not limited to, copy of Entity invoice, Entity signed completion letter, copies of vendor invoices, Exhibit "E" with documented man-hours, other in-kind services, and any other documentation supporting payment.*

**Project Overview:**

Provide a brief project summary below. Feel free to continue your responses on additional sheets if needed. Describe original scope of work verses what was actually completed. If applicable, explain why the original scope was not completed. If your project scope was completed under budget, please briefly explain why. How was this Project executed/implemented?

Device Purchased and Installed / Rebates Processed	Number of Devices / Rebates Proposed in Application	Number of Device / Rebates Actually Installed / Processed	Number of Dwelling Units (residences) or Facilities Affected	Cost per unit	Total Cost

**Estimated Water Savings:**

Show how estimated water savings for this Project was calculated if actual water savings are not available.

To the best of my knowledge, the above information is correct

\_\_\_\_\_  
Entity Project Manager

*-All supporting documentation is to be included to support Actual Costs and Actual Water Savings for this project as specified in the deliverables table. Supporting documentation is to include but not limited to, copy of Entity invoice, Entity signed completion letter, copies of vendor invoices, Exhibit "E" with documented man-hours, other in-kind services, and any other documentation supporting payment.*

**Exhibit "E"**  
**Cost Breakdown Summary Sheet**

**Contract Number:**

**Purchase Order Number:**

**Entity Name:** Orange County Utilities – Water Division

**Project Name:** WaterSmart Project for Southwest Orange County

**Original Projected Scope - October 1, 2016 - September 30, 2018**

Item/Device	No. of Units	Cost per Unit	Total Cost
WaterSmart Software as a Service	1	\$169,981.00	\$169,981.00
		\$0.00	\$0.00
<b>Total</b>	<b>1</b>		<b>\$169,981.00</b>

**Original Projected In-kind - October 1, 2016 - September 30, 2018**

Item/Device	No. of Units	Cost per Unit	Total Cost
NONE		\$0	\$0.00
		\$0	\$0.00
			\$0.00
<b>Total in-kind services &amp; contributions</b>	<b>0</b>		<b>\$0.00</b>
<b>Total projected by Orange County Utilities – Water Division</b>			<b>\$169,981.00</b>

**Actual Equipment Purchased & Installed - October 1, 2016 - September 30, 2018**

Item/Device	No. of Units	Cost per Unit	Total Cost
		\$0.00	\$0.00
<b>Total Purchased &amp; Installed</b>	<b>0</b>		<b>\$0.00</b>

**Actual Entity In-kind Services & Contributions - October 1, 2016 - September 30, 2018**

Employee Name	No. of Hours	Cost per Hour	Total Cost
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total in-kind services &amp; contributions</b>			<b>\$0.00</b>
<b>Total spent by Orange County Utilities – Water Division</b>		<b>\$0.00</b>	<b>\$0.00</b>

Original Funding as listed on Exhibit "B"	\$50,990
Original Scope Total Project Cost	\$169,981
Recipient approximate percentage of total funding as listed on Exhibit "B"	70%
District approximate percentage of funding	30%
Total Actual Project Expenditures	\$0
Actual Project Cost to Recipient after District funding	\$0
<b>Actual District funding</b>	<b>\$0</b>

\*funding not to exceed 50% of actual cost, amount awarded, or \$100,000 whichever is less