

RESOLUTION NO. 2017 - 380

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN ASSIGNMENT OF COST-SHARE AGREEMENT TO COMPLETE THE ST. JOHNS WATER MANAGEMENT DISTRICT COST-SHARE FUNDED WATER MAIN REPLACEMENT PROJECT IN HASTINGS.

WHEREAS, on April 18, 2017, the St. Johns Water Management District (District) entered into an agreement with the Town of Hastings (Town) to provide cost-share funding for the Town's water main replacement project (*see* SJRWMD Agreement #30339 and as amended October 10, 2017 in Amendment #1, attached hereto and incorporated herein); and

WHEREAS, the Town seeks to assign this agreement to the County, and all provisions of the contract and amendment remain the same;

WHEREAS, the deadline to start construction is December 31, 2017 and the deadline for completion is September 30, 2018;

WHEREAS, the total available funding is \$322,245 with no required match; and

WHEREAS, executing the assignment of this agreement to complete construction of the project best serves the needs of local citizens.

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

Section 1. Incorporation of Recitals.

The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

Section 2. Approval and Authority to Execute.

The Board of County Commissioners (Board) hereby approves the terms of attached assignment and agreement as amended to complete timely construction of the project described herein. Additionally, the Board authorizes the County Administrator, or designee, to execute the assignment.

Section 3. Correction of Errors.


To the extent that there are typographical, administrative or scrivener's errors that to do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 4. Effective Date.

This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, and this 21 day of November, 2017.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Henry Dean, Chairman

ATTEST: HUNTER CONRAD, CLERK

RENDITION DATE 11/22/17

By: 
Deputy Clerk



**ASSIGNMENT OF COST-SHARE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND TOWN OF HASTINGS
FOR WATER MAIN REPLACEMENTS PROJECT**

THIS ASSIGNMENT AGREEMENT ("Assignment") is entered into between the Governing Board of the St. Johns River Water Management District (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and Town of Hastings, whose address is 6195 South Main Street, Suite A, Hastings, Florida 32145 ("Assignor"), and St. Johns County Board of County Commissioners, whose address is 1205 State Road 16, St. Augustine, Florida 32084 ("Assignee").

The District and Assignor entered into Agreement Number 30339 to provide funding for Town of Hastings Water Main Replacements Project ("Agreement") on April 18, 2017 and amended the Agreement on October 10, 2017 (Amendment #1).

Assignor desires to assign its rights and interests in the Agreement to Assignee.

Pursuant to the Agreement, the District must consent in writing to the assignment.

NOW, THEREFORE, in consideration of the above premises and the terms and conditions set forth below, the parties to this Assignment agree as follows:

1. Assignor hereby transfers, sets over, and assigns to Assignee all of its rights, obligations, duties, responsibilities, and interest in and to the Agreement.
2. Assignee hereby assumes and covenants to perform all rights, duties, responsibilities, and obligations of Assignor as set forth in the Agreement.
3. The District hereby consents to the Assignment as set forth herein.
4. The effective date of this Assignment shall be the date the last of the parties hereto has signed below.

The parties are signing this Assignment on the dates below their signatures.

TOWN OF HASTINGS (ASSIGNOR)

ST. JOHNS COUNTY (ASSIGNEE)

By: 

By: _____

Tom Ward, Mayor

Typed Name and Title

Typed Name and Title

Dated: November 13, 2017

Dated: _____

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____

Ann B. Shortelle, Ph.D., Executive Director, or Designee

Dated: _____

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND TOWN OF HASTINGS
FOR HASTINGS WATER MAIN REPLACEMENTS**

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 TOWN OF HASTINGS ("Recipient") whose address is 6195 South Main Street, Suite A, Hastings, Florida, 32145, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 30339 on April 18, 2017 for Hastings Water Main Replacements ("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 4 (a) – **AMOUNT OF FUNDING:** Delete and replace with the following:
 - (a) For satisfactory completion of the Project, the District shall pay Recipient 100% of the total construction cost of the Project, but in no event shall the District cost-share exceed \$322,245. 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.

2. Paragraph 5(a) and (d) – **PAYMENT OF INVOICES:** Delete and replace 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 mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwm.com. 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. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$322,245, 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.

 - (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.

3. Paragraph 13(b) – **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS:** Delete and replace with the following:
 - (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; (6) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding; and/or (7) Recipient has failed to pay all invoices submitted to the District for cost-share payment and to provide the District with proof of such payments.

4. Paragraph 25 **FLORIDA SINGLE AUDIT ACT**, is hereby added to this Agreement as follows:
 - (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 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 \$500,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 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 \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 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 FDEP in the amount of \$322,245. Funding is provided under the Conference Report on HB 5001, Fiscal Year 2006-2007, Line Item 1821. The Florida Catalog of State Financial Assistance (CSFA) number for this program is CSFA No. 37.039 – Statewide Surface Water Restoration and Wastewater Projects.
 - (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 section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 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, Mr. Greg Rockwell, 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 section 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 (5) 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

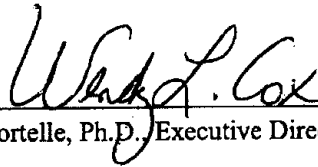
available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.


5. Attachment A, **STATEMENT OF WORK**, is hereby modified as follows:
- (a) The current Statement of Work is hereby deleted and replaced with the Revised Statement of Work attached hereto as Attachment A-1.
6. 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

TOWN OF HASTINGS

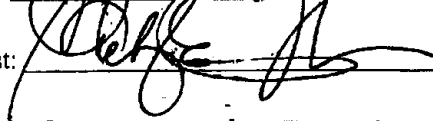
By: 
Ann B. Shortelle, Ph.D., Executive Director or
Designee

By: 
Tom Ward, Mayor

Typed Name and Title

Date: 10-10-17

Date: October 09, 2017

Attest: 

Shelby E. Jack, Town Manager, CMC

Typed Name and Title

Attachments:
Attachment A-1 – Revised Statement of Work
Attachment D – Contract Payment Requirements for State-Funding Cost Reimbursement Contracts

**ATTACHMENT A-1 – REVISED STATEMENT OF WORK
TOWN OF HASTINGS
WATER MAIN REPLACEMENTS PROJECT**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2016-2017 to develop and implement resource and water supply development projects and promote conservation. On December 13, 2016, 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.

The Town of Hastings (Recipient) requested funding for their Water Main Replacement Project (Project). The estimated construction cost of the Project at the time of the Governing Board meeting was \$500,000. The Governing Board approved funding in the not to exceed amount of \$322,245. The scope of the Project has been reduced and the estimated total construction cost is \$322,245. The District will pay 100% of the cost of the Project. The Recipient is located in St. Johns County and is a REDI Community.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to make significant improvements to the infrastructure constructed with AG pipe over 40 years ago, which are experiencing recurring problems with breaks in the piping.

III. SCOPE OF WORK

The scope of work includes the following activities: replacement of existing AC pipe with 8" HDPE water mains to alleviate problems with breaks causing potential for contamination, land and road damages, and potable water loss.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

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

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

- Timely invoices for actual construction 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;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project

construction photos; quarterly reports shall also be emailed to the District's Budget Director at mlicourt@sjrwmd.com;

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 September 30, 2018. The projected schedule is as follows:

| Task Description | Anticipated Start Date | Anticipated Completion Date |
|-------------------------|-------------------------------|------------------------------------|
| Water Main Replacements | 10/1/17 | 9/30/18 |

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 100% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$322,245.

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, 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. Proof of payment by Recipient shall be submitted to the District within 60 days of receiving cost share funding from the District. Recipient may invoice the District for Project construction work beginning December 13, 2016.

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

Estimated Cost Schedule for Reimbursement
FY 17-18 (10/1/2017 – 9/30/2018)

| Description | Estimated Task Amount | Estimated Reimbursement Amount |
|-------------------------|------------------------------|---------------------------------------|
| Water Main Replacements | \$322,245 | \$322,245 |
| TOTAL FY 17-18: | \$322,245 | \$322,245 |

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 section 112.061, Florida Statutes, 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, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in section 273.02, Florida Statutes, 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