

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: St. Johns River Water Management District – Alternative Water Supply
Construction Cost Sharing Grant

DEPARTMENT: Environmental Services **DIVISION:** Planning, Engineering & Inspections

AUTHORIZED BY: *[Signature]* **CONTACT:** *[Signature]* Dennis Westrick, P.E. EXT. 2040
Robert G. Adolphe, P.E., Director PEI Manager

Agenda Date <u>12/14/04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Request approval and authorization for:
The Board of County Commissioners to grant authority in retrospect to J. Dennis Westrick, P.E., to sign St. Johns River Water Management District's (SJRWMD) – Alternative Water Supply Construction Cost Sharing Grant documents, which allowed Seminole County's Environmental Services Department – PEI Division to compete for grant funds totaling \$1,000,000.

BACKGROUND:

Grant funding is made available each year from the SJRWMD in support of the District's Alternative Water Supply Program. Seminole County was one of twelve applicants selected to receive a cost sharing grant. The grant award, in the amount of \$75,000, will be used to assist in the development of alternative water supplies. The objectives of the project include design and construction of a brackish water test well at the County's Yankee Lake Wastewater Treatment Plant site to support a future pilot plant study.

Reviewed by:
Co Atty: _____
DFS: <u>N/A</u>
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CESP03</u>

COST SHARE AGREEMENT
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND
SEMINOLE COUNTY
PURSUANT TO DISTRICT'S
ALTERNATIVE WATER SUPPLY CONSTRUCTION
COST SHARING PROGRAM

Contract #SH318AA

RECIPIENT: Seminole County
1101 East First Street
Sanford, Florida 32771

RECIPIENT ADMINISTRATOR: J. Dennis Westrick

DISTRICT CONTRIBUTION: \$ 75,000

RECIPIENT CONTRIBUTION: \$ 800,000

AGREEMENT PERIOD: 2 Years

Purpose of Agreement: This cost share agreement is authorized by the St. Johns River Water Management District ("District") from funding designated for identification and use of alternative water supplies, including reclaimed water.

Execution of Agreement: This cost share agreement shall be authorized, signed and returned to District within forty-five (45) days of receipt by Recipient. Failure to do so shall result in a retraction of the offer by District.

1 **Scope of Project:** Recipient shall commence work within fifteen (15) days after receipt of the fully executed Agreement from District, to begin, prosecute the work diligently, and complete the entire work in accordance with Exhibit "A" (attached), "Statement of Work," and Exhibit "B" (attached) "Alternative Water Supply Construction Cost Sharing Application," and shall be completed within the time frames specified above unless extended in writing by District and Recipient.

Permits: Any work completed without proper permits shall not be considered in compliance with this Agreement, and shall not constitute as work performed under this Agreement. Recipient acknowledges understanding that any work not properly permitted prior to implementation shall not be approved for invoicing to the District, and that Recipient may be fined per appropriate regulatory channels and/or may be required to remove said unauthorized construction.

3. Legislative Requirements: The Florida Legislature requires recipients of funds granted through this program to meet several specific conditions. The Recipient must provide District with written assurance of its continued qualification under these requirements with submittal of invoice or forfeit funding. Details concerning these requirements appear in Subsections 373.1961(2)(b) and (c), Florida Statutes.
4. Status Report: Recipient shall submit a brief final project report summarizing the project to District's Project Manager, who is the Administrator, or his designee, describing the activities of the project.
5. Records: District and Recipient shall maintain their books and records in such a manner that the receipts and expenditures of the cost share funds shall be shown separately from other expenditures in an easily checked form. District and Recipient shall keep the records of receipts and expenditures of cost share funds, copies of all reports submitted and copies of all support documentation for at least three (3) years after expiration of the Agreement period. In accordance with generally accepted governmental auditing standards, District and Recipient shall have access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this Agreement.
6. Liability and Insurance: Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat. Each party shall acquire and maintain throughout the term of this Agreement such liability and automobile insurance as required by their current rules and regulations.
7. Payment of Funds: District approved funds shall be paid to Recipient by District in one (1) payment following completion of project. An invoice must be received from Recipient within sixty (60) days of project completion. Payment shall be made following submission and approval of the invoice, including proper documentation (including copies of required permit(s)), from Recipient and verification of satisfactory completion of project by District's Project Manager, Elizabeth Thomas. Invoice shall include receipts from contractors and/or suppliers for the specified construction expenditures, and verification of project complying with local and state building requirements, including verification of permits needed. Once all required documentation is received, and determined to be complete and correct, by District Project Manager and the Division of Financial Management, the District shall remit \$75,000 to Recipient within thirty (30) days. Invoice shall reference the Contract Number provided on the first page of this Agreement and shall be submitted to the Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. Payments due and unpaid under this Agreement shall bear interest in accordance with Section 218.74, Florida Statutes. The provisions in this Paragraph relating to payment of funds shall supercede any other contract provision or attachments contained in this contract.
8. Repayment of Funds: District funds shall be subject to repayment by the Recipient after expiration of the Agreement term if, upon a post-project audit examination, District finds Recipient has spent District funds for purposes other than those specified in Exhibit "A."
9. Termination of Agreement: This Agreement may be fully or partially terminated for

convenience by either party upon thirty (30) days prior written notice to the other party.

10. Non-lobbying: Pursuant to Section 216.347, Fla. Stat. (as amended), Recipient agrees that funds received from District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

1 Governing Law: This Agreement shall be construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this contract to be executed this 16th day of September, 2004, in its name by its Executive Director, and Seminole County has caused this contract to be executed in its name by its duly authorized representatives, and, if appropriate, has caused its seal to be attached, all on the day and year first above written.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

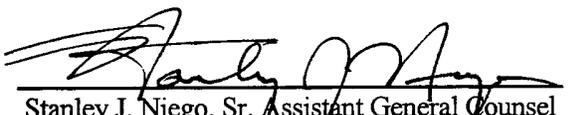
By: 
Kirby B. Green III, Executive Director

By: 
J. Dennis Westrick, P.E., PEI Manager
Typed Name and Title

Attest: _____

Typed Name and Title

APPROVED
BY THE OFFICE OF GENERAL COUNSEL


Stanley J. Niego, Sr. Assistant General Counsel
St. Johns River Water Management District

**EXHIBIT A
STATEMENT OF WORK
SEMINOLE COUNTY LOWER FLORIDAN AQUIFER WELLS AND 1 MGD PILOT
TREATMENT PLANT**

Introduction/Background

In response to the requirements of Subsection 373.1961(2), *Florida Statutes (F.S.)*, the St. Johns River Water Management District (District) maintains the Alternative Water Supply Construction Cost Sharing Program (AWSCCS) to fund the construction of alternative water supply facilities. Alternative water supplies are defined by statute as “water that has been reclaimed after one or more public supply, municipal, industrial, commercial, or agricultural uses or are supplies of stormwater, or brackish or salt water, that have been treated in accordance with applicable rules and standards sufficient to supply the intended use.” In accordance with Subsection 373.1961(2), *F.S.*, cost sharing funds are available to all water suppliers and users, including local governments; water, wastewater and reuse utilities; industrial and agricultural water users; and other public and private water users. The statute also requires the water management districts to appoint an Advisory Committee to make recommendations to the Governing Board about which applications to grant. Representation by city, county, and privately owned water supply utilities is required on this committee, and representation of agricultural and environmental interests is expressly allowed.

An Advisory Committee, appointed by the District’s Governing Board, annually ranks applications for funds administered through the Alternative Water Supply Construction Cost Sharing Program. The Advisory Committee’s recommendations for funding for Fiscal Year 2003-2004 were presented to the Governing Board on January 13, 2004. The Governing Board approved Seminole County (Recipient) to receive funds in a maximum not-to-exceed amount of \$75,000 or up to 50% of the project’s costs, whichever is less, for the Seminole County lower Floridan Aquifer wells and 1 mgd pilot treatment plant project.

Objectives

The objective of the Alternative Water Supply Construction Cost Sharing Program is to encourage and facilitate the development of alternative water supplies.

The objective of this project is to develop lower Floridan Aquifer brackish groundwater for potable water supply and evaluate blending the treatment process concentrate with reclaimed water to be used for irrigation. A 1 mgd pilot brackish groundwater treatment plant will be constructed to evaluate using either reverse osmosis or membrane filtration for the production of potable water.

Scope of Work

The project is to build phase I of the Seminole County alternative water supply and treatment facilities plan which includes the evaluating and testing of using brackish groundwater from the lower Floridan Aquifer as a potable water source. The project will also evaluate the blending of concentrate from the membrane filtration process with reclaimed water at the Yankee Lake Waste Water Treatment Plant to be used for irrigation supply.

Task Identification

Cost share recipient shall construct or have constructed the facility described in the attached Exhibit B.

Timeframes and Deliverables

Project deliverables shall be the completion of construction of the facility described in the attached Exhibit B and documentation of the quantities of alternative water supply developed with this project. Construction includes all the facilities and appurtenances for a 1 mgd pilot brackish groundwater treatment plant to evaluate using either reverse osmosis or membrane filtration for the production of potable water and concentrate blending with reclaimed water. Completion date shall be 2 years from execution of the contract.

Budget/Cost Schedule

District shall reimburse cost share recipient for 50% of the project's cost, up to a maximum not-to-exceed amount of \$75,000. Payment shall be due upon satisfactory completion of project, as certified by District, and the submission of an invoice and proof of payment made by Recipient of project costs. The project shall be considered satisfactorily completed, by the District's project manager, when a sufficient number of project components as detailed in Exhibit A have been constructed and the project is capable of providing alternative water supplies as generally described in the Alternative Water Supply Construction Cost-Share Program application submitted to the District, Exhibit B. If the project has been modified, the District's project manager shall be timely notified of such modification. The District's project manager shall allow the modification if the project still provides an equal or greater amount of alternative water supply. If any modification results in a lowering of the alternative water supply benefits, the reimbursement amount of \$75,000 shall be adjusted accordingly.

EXHIBIT B

**ALTERNATIVE WATER SUPPLY CONSTRUCTION COST
SHARING APPLICATION**

SEMINOLE COUNTY