



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

February 13, 2024

Stacie Greco
Alachua County Board of County Commissioners
12 SE 1st Street
Gainesville, FL 32601

Re: Water Conservation Rebate Cost-Share Agreement #39413, Fiscal Year 2023-24 – Alachua County, Florida

Dear Recipient:

This Water Conservation Rebate agreement, including attachments (“Agreement”), constitutes a binding contract between the St. Johns River Water Management District, its officers, agents and employees (the “District”) and Alachua County Board of County Commissioners (“Recipient”), under the terms and conditions contained herein. Recipient may commence the activities provided for herein (the “Project”) upon execution of this Agreement, unless otherwise provided in the Statement of Work. Commencing the Project constitutes acceptance of all of the following terms and conditions.

Recipient shall timely and fully perform the Project subject to the Standard Terms and Conditions, Attachment A, and as set forth in the Statement of Work, Attachment B. This Agreement, along with the St. Johns River Water Management District Water Conservation Rebate Program Applicant Handbook for FY 2023-24 and Recipient’s application, constitute the entire agreement of the parties. In the event of a conflict, the terms of this rebate cost-share agreement shall control. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement may be executed in separate counterparts, which shall not affect its validity.

- 1. Term.** This Agreement shall be effective upon execution by both parties and shall expire on September 30, 2024 (“Completion Date”), unless amended by the parties. Time is of the essence. 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 survive termination or expiration hereof.
- 2. Rebate Funding.** For satisfactory completion of the Project, as described in Attachment B, the District shall pay Recipient as a cost-share rebate the amounts specified in Attachment B, not to exceed \$10,000 (“Total Compensation”). Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project.
- 3. Rebate Funding Limitation.** District funding for this project is subject to the availability of funds for the Water Conservation Rebate Program for Fiscal Year 2023-24. All eligible projects are funded on a “first-come, first-served basis” until funds are depleted. Once program funds are depleted, no cost-share rebates will be paid.

GOVERNING BOARD

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Janet Price
FERNANDINA BEACH

- 4. Project Management.** The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email.

Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Kraig McLane, Project Manager
St. Johns River Water Management District
PO Box 1429
Palatka, Florida 32178
Phone: (386) 937-0522
Email: KmcLane@sjrwmd.com

RECIPIENT

Stacie Greco, Project Manager
Alachua County Board of County Commissioners
12 SE 1st Street
Gainesville, Florida 32601
Phone: (352) 264-6829
Email: sgreco@alachuacounty.us

5. Payment of Invoices (Rebate Requests)

- (a) Request for Rebate Invoice Submittal. Recipient may submit a rebate request invoice on a monthly basis for work that has been completed and vendors paid. Rebate Request invoices must be sent by email to acctpay@sjrwmd.com. All invoices must be submitted no later than September 30, 2024.
- (b) Payment and Release. Recipient shall pay all proper charges for labor and materials required to perform the Project at the rates set forth in Attachment B. The District shall pay Recipient 100% of each approved rebate request invoice. Acceptance of payment constitutes a release of all claims against the District arising by reason of this Agreement.
- (c) Rebate Request Invoice Information. All rebate request invoices shall include the following information: (1) District Water Conservation Rebate agreement number; (2) Recipient's name and address (include remit address, if necessary); (3) completed Request for Rebate Invoice Form; and (4) completed Water Conservation Rebate Request Data Form spreadsheet. If the invoice does not correspond with this paragraph, it shall be returned without action, stating the basis for rejection. Payment shall be made within 45 days of receipt of the approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

We look forward to working with you. Please sign and date this Agreement in the space provided below and return one original by mail to the District's Procurement Specialist:

St. Johns River Water Management District
Attn: Christina Holloway-Williams, Procurement Specialist
4049 Reid Street, Palatka, FL 32177
Office: (386) 329-4843; Email: chollowa@sjrwmd.com

Sincerely,

John Fitzgerald, Bureau Chief, Bureau of Water Supply Planning
St. Johns River Water Management District

Date: _____

RECIPIENT — Alachua County Board of County Commissioners

(By signing below Recipient accepts the terms and conditions of this Agreement and represent that it has the necessary authority to sign on behalf of the Recipient.)

(Sign here) _____

Print Name: _____

Title: _____

Date: _____

Attachments:

Attachment A — Standard Terms and Conditions

Attachment B — Statement of Work

Attachment C — District Supplemental Instruction Form (sample)

ATTACHMENT A — STANDARD TERMS AND CONDITIONS

1. **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
2. **Assignment.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
3. **Audit; Access to Records.** Recipient must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Recipient must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Recipient shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.
4. **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) amounts paid to Recipient exceeded the maximum authorized by the Water Conservation Rebate Program; or (4) Recipient has received duplicate funds from the District for the same purpose.
5. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
6. **Disputes.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
7. **Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in Putnam County and any federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

8. **Inspector General.** Cooperation with the Inspector General, pursuant to §20.055(5) Fla. Stat. Appraiser and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
9. **Liability and Insurance.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available 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 §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by its current rules and regulations.
10. **Independent Contractors.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.
11. **Interest in the Business of Recipient; Non-Lobbying.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
12. **Ownership.** Unless otherwise stated herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.
13. **Permits and Licenses.** Recipient shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project.
14. **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.
15. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

16. **Public Records.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
17. **Royalties and Patents.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.
18. **Termination.** The District may terminate this Agreement at any time for convenience upon 30 days' prior written notice to Recipient.

ATTACHMENT B — STATEMENT OF WORK

Alachua County Environmental Protection Department (EPD) staff will offer 50% rebates not to exceed \$250 to builders for each new residential lot which they use soil amendments consistent with the WC Rebate Handbook and that meet the standards of the US Composting Council's Seal of Testing Assurance (STA) Programs within the SJRWMD portion of Alachua County. EPD staff will provide education to the homeowners on their soil and the importance of reducing water and fertilizer use to protect local water resources.

Eligible Water Conservation Items

The District is offering rebates for a variety of outdoor water-saving items. In addition to the hardware components, the necessary labor for installation are eligible expenses. Table 1 identifies conservation items, reimbursable costs, and the maximum amount of rebate for each item.

Table 1. Eligible rebate items.

Conservation Item	Reimbursable Costs* (to be documented on the reimbursement requests)	Maximum Rebate Amount (per item)
1. EPA WaterSense®-labelled smart irrigation controller	Material and installation	\$100
2. Irrigation conversions (high-volume spray to a high-efficiency rotary nozzle or micro irrigation in landscape beds)	Material and installation	\$100
3. Irrigation evaluations and timer modification	Contractor cost per visit	\$75
4. Landscape soil amendments (for new construction)	Material and installation	\$250

***Note: required invoice detail for utility or government staff implementation: address for conservation site, material cost (copy of receipt), staff-hour cost with benefits (no indirect cost; system report or timesheet), and vehicle cost (IRS mileage) per visit for work done by an employee of the applicant.**

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Stacie Greco
Alachua County Board of County Commissioners
12 SE 1st Street
Gainesville, Florida 32601

FROM: Kraig McLane, Project Manager

WATER CONSERVATION REBATE AGREEMENT NUMBER: 39413

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the grant agreement documents without change in the grant agreement sum or time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for adjustments to the work as consistent with the grant agreement documents and return to the District's Project Manager.

1. RECIPIENT'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Recipient's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the grant agreement.)

Approved: _____ Date: _____

Kraig McLane, District Project Manager

Acknowledged: _____ Date: _____

Christina Holloway-Williams, District Procurement Specialist

c: Water Conservation Rebate Agreement File
Financial Services