

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
LOCAL GOVERNMENT WATER SUPPLY AND CONSERVATION
FUNDING ASSISTANCE PROGRAM**

PROJECT GRANT AGREEMENT

This Agreement is made and entered into this twenty-fourth day of July, 2024, by and between the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, (hereinafter called the "AUTHORITY"), and **HERNANDO COUNTY, FLORIDA**, (hereinafter called the "GRANTEE"), in furtherance of funding assistance in the development of the "HERNANDO COUNTY WATER SUPPLY AND CONSERVATION PROGRAM". In consideration of the mutual covenants contained herein and pursuant to Chapter 163, Laws of Florida, Florida Interlocal Cooperation Act of 1969, as subsequently amended, and Section 373.713(2)(i), Florida Statutes, the parties hereto agree as follows:

1. The AUTHORITY has found that the implementation of water conservation programs by a member government is the primary purpose of the project known as the "HERNANDO COUNTY WATER SUPPLY AND CONSERVATION PROGRAM" (hereinafter called the "PROJECT"), and enters into this Agreement with the GRANTEE for assisting in the funding of water conservation programs more particularly described in its Application. The PROJECT application is attached hereto marked Exhibit "A" and made a part hereof.

2. The GRANTEE shall provide the AUTHORITY with a copy of the GRANTEE's contract documents executed for the PROJECT and the third party vendor providing said services in order to confirm the total project costs.

3. PROJECT FUNDING:

A. The AUTHORITY agrees to pay, on a reimbursement basis, to the GRANTEE, the sum of \$46,250.00 of the proposed \$92,500.00 total budget cost for the PROJECT.

B. The GRANTEE shall pay PROJECT costs prior to requesting reimbursement from the AUTHORITY. The AUTHORITY shall reimburse the GRANTEE for fifty percent (50%) of all allowable costs in each approved invoice based upon the listed tasks contained in Exhibit "A", not to exceed the sum of \$46,250.00 as identified in paragraph 3.A. above. Reimbursement requests must include all documentation required by the AUTHORITY for proper audit review and the GRANTEE shall certify that the request for payment is appropriate and that said task or portion thereof has been completed.

C. The GRANTEE shall provide the AUTHORITY with a schedule and description of "tasks" for the PROJECT with the cost associated with each task set forth.

D. The Grantee shall submit a final PROJECT reimbursement request after completion of the project, which shall be no later than September 30, 2025. The final reimbursement request

must be submitted no later than December 31, 2025. Requests submitted after December 31, 2025 shall not be considered for reimbursement.

E. The AUTHORITY shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date under this Agreement and, if the work and payment request are in accordance with all applicable requirements, approve the request for payment.

4. GRANTEE shall ensure that all services procured and all purchases of goods obtained for the accomplishment of the PROJECT shall be secured in accordance with applicable State and Federal laws and in accordance with the GRANTEE's adopted procurement procedures.

5. GRANTEE shall follow all State and Federal laws relating to its established audit and accounting procedures and as they relate to said PROJECT and cost reimbursements.

6. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the AUTHORITY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The AUTHORITY, State Auditor General, State Comptroller, and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT within the retention period.

7. This Agreement shall become effective upon execution and the GRANTEE shall complete preparation and/or construction of all PROJECT elements on or before September 30, 2025. The completion date may be extended by the AUTHORITY for good cause at the written request of the GRANTEE and must be made prior to PROJECT completion date.

8. The AUTHORITY's Executive Director for the purposes of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall be responsible for recommending approval of all reimbursement requests to the AUTHORITY prior to payment. The GRANTEE's Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement.

9. The Executive Director shall have the authority to approve budget changes within individual tasks up to a total amount not to exceed TEN PERCENT (10%) of total project costs without Board approval.

10. All monies expended by the GRANTEE for the purpose contained herein at the option of the AUTHORITY shall be subject to audit review.

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

12. The GRANTEE shall comply with all federal, state, and local rules and regulations in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state, and local health and safety rules and regulations. The GRANTEE further agrees to ensure that the GRANTEE's contract will include this provision in all subcontracts issued as a result of this Agreement.

13. The AUTHORITY reserves the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

14. This Agreement may be unilaterally canceled by the AUTHORITY in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement pursuant to Chapter 119, Florida Statutes.

15. The AUTHORITY shall also have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE for non-compliance with the terms of this Agreement if not cured within thirty (30) days of written notice thereof from the AUTHORITY. The GRANTEE, upon notification from the AUTHORITY, agrees to refund and will forthwith pay to the AUTHORITY, the amount of money demanded by the AUTHORITY. Such refund shall include interest calculated at two percent (2%) over the prevailing prime rate as reported by the Federal Reserve on the date the AUTHORITY calculates the amount of refund due. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the AUTHORITY.

16. The employment of unauthorized aliens by a GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the GRANTEE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

17. No person on the grounds of race, creed, color, national origin, age, sex or marital status shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

18. This Agreement strictly prohibits expenditure of these funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

19. The GRANTEE shall have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to §11.45, Florida Statutes, and have a statement prepared by an independent certified public accountant which attests that the GRANTEE has complied with the provisions of this Agreement and whether the audit results in an unqualified opinion.

20. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, 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, Florida Statutes, or Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

21. A copy of the audit and attestation as required in Paragraph 19 shall be submitted to the AUTHORITY within one (1) year from the PROJECT completion date as set forth in Paragraph 7 or as extended by the AUTHORITY.

22. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modification or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the date and year first above written.

WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY

By: Craig L. Eddy
JEFF KINNARD
Chair

ATTEST:

By: Suzannah J. Folsom
SUZANNAH J. FOLSOM
Executive Director

HERNANDO COUNTY, a political Subdivision
of the State of Florida

By: Elizabeth Narverud
Chair

ATTEST:

By: Heidi Kuyper, Deputy Clerk
for Doug A. Chervat, Jr.
Clerk of Circuit Court



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: County Attorney's Office for the Grantee

APPROVED AS TO FORM AND CORRECTNESS:

By: Punk
Attorney for Authority



EXHIBIT A

FY 2024-2025

WATER SUPPLY AND CONSERVATION GRANT APPLICATION FORM:

Name of applicant:

Hernando County Utilities Department

Provide a short description of the proposed water conservation project in the text box below:

Hernando County Utilities Department (HCUD) promotes and produces dynamic, innovative, effective water conservation, water resource protection programs. These have led Hernando County to lower the per capita water use requirements below the 150 gallons per person per day regulation of Southwest Florida Water Management District.

Projects:

In-School education programs,
Conservation messaging campaign and promotions
Water conservation incentive programs for HCUD customers

List previous grants received from WRWSA in the previous 3 fiscal years and date completed:

FY 2021 Closed September 30, 2021

FY 2022 Closed September 30, 2022

FY 2023 Closed September 30, 2023

Attachments to application:

1. A resolution of support that includes a commitment that the grant recipient will budget and expend its matching funds as required by the grant program.
2. A summary of the project tasks (scope of services) with estimated costs by task, if applicable.
3. A time schedule for the project and expected completion date that will be inserted in the local government contract.

Return Application to:

Suzannah J. Folsom, Executive Director
WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

Deadline: June 30, 2024, 5:00 p.m. EST

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
LOCAL GOVERNMENT WATER SUPPLY AND CONSERVATION FUNDING ASSISTANCE
PROGRAM**

DESCRIPTION OF PROPOSED PROJECT FOR FISCAL YEAR 2025

**HERNANDO COUNTY UTILITIES DEPARTMENT
WATER CONSERVATION AND WATER RESOURCE PROTECTION PROGRAM**

Overview

The Hernando County Utilities Department (HCUD) is one of the first local governments in the Southwest Florida Water Management District (SWFWMD) to establish an inverted or conservation water rate structure. Hernando County continues to endorse Ordinance 2010-15 which is a one day per week watering schedule. Average water use in the residential sector (single-family homes) ranges between 8000-10,000 gallons a month. Hernando County Utilities Department supplies safe potable water and wastewater services to over 80% of Hernando County. HCUD's customer accounts include residential, commercial, and industrial and total over 67,000 accounts and growing. Hernando County was also one of the first local governments to implement a rain sensor rebate program for customers. We have continued these incentive-based water conservation programs including, low flow toilets, rain sensor rebates, HE washing machine rebates, irrigation evaluation and audit programs, Florida Friendly certified landscapes, participation in Florida Friendly Landscaping programs and participate regionally in an irrigation evaluation and audit program with WRWSA member government partners. These programs, along with many others, show the deep commitment this utility has to the protection and conservation of Hernando County's water supply. Facebook Live and Zoom educational presentations. These are shown on the Hernando County Government's YouTube at: <https://www.youtube.com/channel/UCvW76oulWUK2sZpCFk5BB3A>

Information is collected from Hernando County residents and other water conservation program participants on types of programs that they believe are the most vital and important. We use this information to produce materials, presentations, workshops, and seminars. Much of our educational programming to virtual platforms. We will continue bringing in-person educational presentations and workshops the public in 2025. We have monthly rain barrel workshops in person. And our Florida Friendly Landscaping program has weekly virtual presentations on a variety of important topics.

Through the WRWSA Local Government Water Supply and Conservation Funding Assistance Program we support these educational efforts.

The assistance of the WRWSA Local Government Water Supply and Conservation Funding Assistance Program, all residents of Hernando County may benefit by the water conservation and water resources protection programs.

PURPOSE & PROPOSED INITIATIVES

Major elements of the program consist of:

- In-school education program (Springs Coast Environmental Education Center, Gulf Coast Academy of Science and Technology)

- Conservation Messaging Campaign
- Customer and Residents Incentive Programs
- Community educational presentations, workshops, and events.

In order to serve all of the citizens of Hernando County, those served by the county's utility system as well as those who use private wells or customers of the City of Brooksville, the county is applying to the WRWSA for funding assistance in the continued development and expansion of its water conservation and quality protection program.

Springs Coast Environmental Education Center (SCEEC)

The SWFWMD purchased Weeki Wachee Springs and the attraction property to be part of the Weeki Wachee Preserve. SWFWMD committed approximately \$750,000 to construct an environmental education center on the property, under the condition that the Hernando County School District supply teachers, curriculum, and equipment. The Hernando County Water and Sewer District (HCW&SD) Board and the Hernando County Board of County Commissioners have pledged to support this endeavor and have authorized a contribution to the Education Center. The doors of the unique learning center opened in April 2005. Initially it served only fourth grade students of Hernando County. SCEEC has expanded its reach to nearly all grade levels and regularly hosts thousands of Hernando County students. As with other Hernando County Schools, The Hernando County Utilities Department has specifically provided support for the development of a water resource/quality protection and water conservation module of the curriculum. By providing support to the center, the Utilities Department is allocating its resources to those skilled in working with students - teachers. In addition, creation of the curriculum module ensures that a consistent and continuing message will be embedded in the educational process. In FY 2008 we added the Gulf Coast Academy of Science and Technology to our student educational efforts. GCA is committed to providing an exceptional education through weekly field experiences integrated with a hands-on advanced middle school curriculum. (Budget item: Springs Coast Environmental Education Center, Gulf Coast Academy)

Water Conservation media messaging campaign:

This campaign includes radio and streamed television advertising. We provide all educational presentations to Hernando County's YouTube channel. This online presence has been very popular. Additionally, we provided water conservation messages other social media such as Facebook. The innovative and instructional media messages broaden public awareness and heightened the acceptance of water conservation was a way of life. Both the Hernando County Utilities Department and Withlacoochee Regional Water Supply Authority are listed in the media spots. (Budget items: commercial airtime, radio, and print media)

Water Conservation and Resource Protection Promotion and Workshops

This quote, "It is because of people that groundwater must be protected, but it is only through the efforts of people that it can be accomplished" describes the importance of bringing education to the public. This is accomplished through promotions, events such a rain barrels workshops, information stations and direct conservation/groundwater protection communication through customer bills. Both the Spring Workshop and the Florida Friendly Workshop are highlights of the effort to bring water conservation and water resource

protection education to the public. (Budget Item: Rain barrels, informational guides, workshops, signs)

Water Conservation (HCUD customers only) Incentive Programs:

Hernando County Utilities Department encourages our customers to conserve our valuable water supply through water bill rebates (and other incentives). Incentive programs: HE Washing Machine Rebate (\$100), Rain Sensor Rebate Program (\$75.00), Low-Flow Toilet Replacement Program (\$125.00) and promotion of Florida Friendly Landscaping workshop, where customer attendees receive a “tuition” reimbursement on their water bill. Incentives also help further the promotion of Hernando County’s Florida Friendly Landscaping (FFL) program. Customer rebates include a \$30 rebate for participating in the FFL rain barrel workshops and another \$25 rebate is available for certifying their landscape as a Florida Friendly Landscape. Outdoor water conservation projects/programs/incentives may include professional leak detection project, sprinkler checkup program, high efficiency irrigation nozzles, water sense timer replacements and/or potential pilot project for sustainability through inclusion of soil amendments incentive.

CONCLUSION

The above elements of the Hernando County Utilities Department’s Water Conservation/Water Resource Program are diverse and purposefully set up that way. An effective water conservation program for a public supply utility must reach all its customers and must strive to change behavior and attitudes towards conservation and protection of water resources in order to affect reliable, long-term results. This must be accomplished through a multi-functional approach including education, outreach, and financial incentives.

IMPLEMENTATION SCHEDULE

All the above projects and initiatives will be ongoing throughout Fiscal Year 2025. Funds from the current (FY2024) WRWSA assistance program will be encumbered by September 30, 2024. This meets the requirement to submit funding request for 2025 fiscal year. The water conservation initiatives for FY 2025 will begin October 1, 2024 and conclude with all grant assistance funds being encumbered by September 30, 2025.

FY 2025 Conservation Project Budget

Hernando County Utilities Department Withlacoochee Regional Water Supply Authority Local Government Water Conservation Grant Program

Springs Coast Environmental Learning Center \$5,000

Gulf Coast Academy \$4,500

Water resource and conservation education

Curriculum assistance.

Total: \$9,500

Promotional Items & Workshops

Materials for educational purposes, inserts, flyers,

door hangers, packets for rebates and code enforcement.

Items for Community events, workshops, presentations. Meeting

Supplies; Florida Friendly Landscape Workshop,

Springs Workshop and accessories

Speaker stipends, venue rental, rain barrels

Total \$23,500

Conservation Advertising Campaign

Commercial media spots (television, radio, print)

Spectrum/Charter streaming advertising

Water conservation vehicle Wrap

and water conservation magnetic signs for

HCUD vehicles

Total \$18,000

HCUD Customer (only) Resource Protection Programs

To included incentives for participating in: HE Washing Machine,

Rain Sensor Replacement, Low Flow Toilets, Rain Barrels,

FFL Yard Certification. And/or programs such as, professional

leak detection program, Sprinkler Check-up Program,

High Efficiency Sprinkler Replacement Project, soil amendment

Pilot project or water sense timer replacement

Total \$39,000

Presentation/Workshop Equipment

A/V equipment and other accessories

\$2,500

Total \$2,500

TOTAL PROPOSED BUDGET

WRWSA portion/share (50%)

TOTAL \$92,500

Total \$46,250