

**FUNDING AGREEMENT
BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND
HERNANDO COUNTY, FLORIDA
FOR THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
REGIONAL IRRIGATION EVALUATION PROGRAM (Q306)**

THIS FUNDING AGREEMENT is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, hereinafter referred to as "AUTHORITY," and HERNANDO COUNTY, Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the AUTHORITY proposes to enter into a Funding Agreement with the Southwest Florida Water Management District (SWFWMD) for the Withlacoochee Regional Water Supply Authority Regional Irrigation Evaluation Program (Q306) in the first half of fiscal year 2022-23; and

WHEREAS, pursuant to the AUTHORITY's work plan, project participants will receive either a core evaluation, including an irrigation system evaluation, site specific recommendations, rain sensor installation if an operable sensor is not present and water wise landscaping education materials, or an enhanced evaluation, which builds upon the core evaluation components and can also include timer change-outs and enhancement, repair of irrigation systems and other enhancements to implement recommendations; and,

WHEREAS, the AUTHORITY and the COUNTY wish to enter into a Funding Agreement whereby the COUNTY would fund the sum of \$6,187.50 and the AUTHORITY would fund \$18,562.50, for a total project cost of \$24,750.00, with the AUTHORITY anticipating reimbursement by the SWFWMD of fifty percent of the total project costs (\$12,375.00), to conduct an estimated 24 core and 20 enhanced irrigation system water audits on single-family residential properties, with approximately 6 follow-ups, hereinafter referred to as the "PROJECT"; and,

WHEREAS, both the AUTHORITY and the COUNTY consider the PROJECT to be worthwhile and it will ultimately improve the conservation of water resources.

NOW THEREFORE, the AUTHORITY and the COUNTY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the AUTHORITY: LuAnne Stout
Project Manager for the COUNTY: Alys Brockway

Any changes to the above representatives or addresses must be provided to the other party in writing.

1. 1 The COUNTY and AUTHORITY's Project Managers are hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager. The COUNTY and AUTHORITY'S Project Managers are not authorized to approve any time extension which will result in an increased cost to the COUNTY or the AUTHORITY or which will exceed the expiration date set forth in Paragraph 5, Contract Period.

1. 2 The COUNTY and AUTHORITY'S Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan set forth in Exhibit "A." The authorization must be in writing, explain the reason for the adjustment, and be signed by the Project Manager. The COUNTY and AUTHORITY'S Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the not-to-exceed amount set forth in the funding section of this Agreement.

2. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Twenty-Four Thousand Seven Hundred Fifty Dollars and No Cents (\$24,750.00). The COUNTY agrees to fund PROJECT costs up to Six Thousand One Hundred Eighty-Seven Dollars and Fifty Cents (\$6,187.50) and will have no obligation to pay any costs beyond this maximum amount. The AUTHORITY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT provided, however, the AUTHORITY's obligation will be limited to the sum of Eighteen Thousand Five Hundred Sixty-Two Dollars and Fifty Cents (\$18,562.50) and the AUTHORITY'S obligation to fund and complete the PROJECT is dependent upon the AUTHORITY successfully entering into a Funding Agreement with the SWFWMD. The AUTHORITY will be the lead party to this Agreement and pay project costs prior to requesting reimbursement from the COUNTY. The COUNTY shall reimburse the AUTHORITY its portion of the costs of the PROJECT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes.

3. SCOPE OF WORK.

The AUTHORITY will provide the services necessary to complete the PROJECT in accordance with the work plan which is part of the Funding Agreement between the AUTHORITY and the COUNTY for the Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program (Q306).

4. COMPLETION DATES.

The AUTHORITY will commence the PROJECT as soon as one or more contractors have been retained by the AUTHORITY, which is anticipated to be by the first day of December 2022 and will complete the PROJECT by the thirtieth day of September 2024. In the event of hurricanes, tornados, floods, acts of God, acts of war or other such catastrophes or other man-made emergencies, such as labor strikes or riots, which are

beyond the control of the AUTHORITY then the AUTHORITY'S obligations to meet the time frames provided in this Agreement will be suspended for the period of time the condition continues to exist. During such suspension, this Agreement will remain in effect. The suspension of the AUTHORITY'S obligations provided for in this provision will be the AUTHORITY'S sole remedy for the delays set forth herein. In addition to the above, the Project Managers may, by mutual agreement, extend PROJECT task deadlines. Such agreement must be in writing, explain the reason for the extension and be signed by both Project Managers. Neither Project Manager is authorized to approve any time extension which would result in an increased cost to the COUNTY or the AUTHORITY.

5. CONTRACT PERIOD.

This Agreement will be effective December 1, 2022 and will remain in effect through September 30, 2024 or upon satisfactory completion of the PROJECT and subsequent reimbursement to the AUTHORITY, whichever occurs first, unless amended in writing by the parties. The AUTHORITY will not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

6. PROJECT RECORDS AND DOCUMENTS.

Each party, upon request, will permit the other party to examine or audit all PROJECT related records and documents during or following completion of the PROJECT. Payments made to the AUTHORITY under this Agreement will be reduced for amounts found to be not allowable under this Agreement by an audit. The AUTHORITY will refund to the COUNTY all such disallowed payments. If an audit is undertaken by either party, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. Each party will maintain all such records and documents for at least three (3) years following the completion of the PROJECT. Each party will allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. Should either party assert any exemption to the Requirements of Chapter 119, Florida Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, will be upon the asserting party.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with COUNTY funds or developed in connection with this Agreement will be and will remain the property of the COUNTY, the AUTHORITY and the SWFWMD.

8. REPORTS.

The AUTHORITY will provide the COUNTY with copies of any and all reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the COUNTY as Record and Library copies.

9. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notices or copies to the other party and the SWFWMD. This provision will not be construed as preventing the

parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

10. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.

11. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the COUNTY and any subcontractor of the AUTHORITY.

12. THIRD-PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

13. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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 Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. DISCRIMINATION.

Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. GOVERNING LAW.

All aspects of this Agreement are governed by Florida law and venue will be in Citrus County, Florida.

16. SURVIVAL.

The provisions of this Agreement that require performance after the expiration or termination of this Agreement will remain in force notwithstanding the expiration or termination of this Agreement.

17. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

18. DOCUMENTS.

The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" - Proposed Work Plan

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

By: Kathy Bryant 1/18/2023
Kathy Bryant, Chair Date

HERNANDO COUNTY, FLORIDA

By: John Alocco 02/28/2023
John Alocco, Chair Date



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
County Attorney's Office

Exhibit "A"

PROPOSED WORK PLAN

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
IRRIGATION EVALUATION PROGRAM (Q306)**

PROJECT DESCRIPTION:

The PROJECT is an outdoor water program that will include the AUTHORITY hiring a qualified irrigation contractor(s) to perform approximately 44 evaluations with up to twenty-five percent (25%) (6) follow-up evaluations at no cost to the customer. Customers will receive site-specific recommendations, rain sensor installation if an operable sensor is not present, and Florida-Friendly Landscaping™ educational materials.

MEASURABLE BENEFITS:

This PROJECT is expected to perform approximately 44 irrigation system evaluations, resulting in a reduction of residential outdoor water use. Water savings as a result of increased efficiency in outdoor water use is expected to provide a positive effect on the AUTHORITY'S regional water supplies.

DELIVERABLES:

The AUTHORITY will provide quarterly status reports and a final report. The final report will contain the following information: number and location of evaluations performed, and the number and location of follow-up evaluations performed; program background, implementation, and methodology used to promote the PROJECT; and

PROJECT ESTIMATED* BUDGET:

Audits, educational materials, rain-sensors (including installation) and follow-up will be funded by the AUTHORITY (\$18,562.50), and the COUNTY (\$6,187.50) for a total cost of \$24,750.00. The AUTHORITY will seek reimbursement from the SWFWMD for half of the project costs (\$12,375.00). After conducting 44 audits, if monies and time remain, the AUTHORITY and COUNTY will jointly determine any additional audits or other PROJECT-related services that may be conducted.

COMPLETION SCHEDULE:

TASK	START	END
Irrigation Evaluations, Administration, Promotion and Education	December 1, 2022	April 30, 2024
Savings Analysis and Follow-up Evaluations	August 1, 2023	September 30, 2024
Draft and Review of Final Report	May 1, 2025	July 31, 2025
Final Report	August 1, 2025	September 30, 2025

IMPLEMENTATION:

The AUTHORITY shall hire qualified contractors to perform the irrigation audit functions of implementing the PROJECT. The AUTHORITY will ensure its contractor's responsibilities include, but will not necessarily be limited to:

- Scheduling appointments with customers,
- Managing and performing rain sensor installations,
- Communication with the AUTHORITY,
- Assembling educational information,
- Providing PROJECT participants with Florida-friendly educational materials,
- Promotion of the PROJECT through interaction with the irrigation and landscaping industries,
- Performing on-site irrigation system evaluations and follow-up evaluations, and
- Preparing a report of the on-site irrigation system evaluations and providing the finished report to the customer and to the Authority.

The COUNTY will be responsible for:

- Identifying the water users (customers) over 20,000 gallons per month,
- Identifying the users they desire to have audited, and
- Providing water consumption for each audited system for one-year prior to the system evaluation and one-year following the system evaluation to help determine the effectiveness of the program.

The AUTHORITY will be responsible for:

- Establishing PROJECT policy,
- Program promotion and marketing,
- Overseeing PROJECT operations,
- Communication with the COUNTY'S Contract Manager,
- Managing the day-to-day operations of the PROJECT,
- Arranging with the potential customers the scheduling and requirements of the audit and the follow-up,
- Tracking all program activity in an electronic database,
- Working with customers to guide them through the program,
- Collecting customer survey data and performing subsequent data analysis in electronic form, and
- Preparing the draft and final PROJECT reports.

KEY PERSONNEL:

The AUTHORITY'S contact with COUNTY Staff and Project Manager will be:

LuAnne Stout, Administrative Assistant
Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461
(352) 527-5795 - Phone
(352) 527-5797 - Fax
lstout@wrwsa.org

The COUNTY'S Project Manager will be:

Alys Brockway, Water Resource Manager
Hernando County Utilities Department
15365 Cortez Boulevard
Brooksville, FL 34613
(352) 754-4749
abrockway@co.hernando.fl.us