

RESOLUTION 2010- 25 2

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF A COST SHARE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AS THE RECIPIENT OF A COST SHARE AGREEMENT (CONTRACT # 26790) UP TO THE AMOUNT OF \$107,931 AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS, OF ST. JOHNS COUNTY, FLORIDA, OR DESIGNEE TO EXECUTE THE COST SHARE AGREEMENT ON BEHALF OF THE COUNTY AND AUTHORIZING EXPENDITURE BY ST. JOHNS COUNTY ADMINISTRATOR, AS WELL AS, AUTHORIZING COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ANY OTHER DOCUMENTS NECESSARY OR ASSOCIATED WITH THE COST SHARE AGREEMENT

WHEREAS, the St. Johns River Water Management District has awarded St. Johns County a Water Conservation Cost Share Grant for up **\$107,931** which will be used by the Code Enforcement Department to educate and enforce the County Irrigation Ordinance 2010-20; and

WHEREAS, there was no monetary match requirement for this funding opportunity but the County did identify **\$107,931 from non-cash in-kind contributions** that must be matched to receive re-imbursement from the Cost Share Grant; and

WHEREAS, a Cost Share Agreement is required between the Board of County Commissioners of St. Johns County, Florida, and the St. Johns River Water Management District for these funds to be received; and

WHEREAS, a copy of the Cost Share Agreement is attached hereto, and incorporated herein, as Exhibit "A" to this Resolution; and

WHEREAS, the Board of County Commissioners authorizes the County Administrator to execute any other related documents and take any other actions necessary in connection with the resulting Cost Share Agreement on behalf of St. Johns County, Florida with the St. Johns River Water Management District.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioner of St. Johns County, Florida, that:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as Findings of Fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida, approves the terms and conditions of the Cost Share Agreement for up to **\$107,931** between the Board of County Commissioners of St. Johns County, Florida and the St. Johns River Water Management District, and authorizes the Chair of the Board of County Commissioners of St. Johns County, Florida, to execute the Contract on behalf of the County.

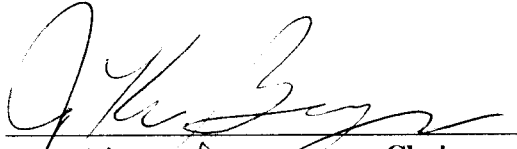
Section 3. The County Administrator, or designee, is authorized to execute any other documents and take any other actions necessary in connection with the resulting Cost Share Agreement on behalf of St. Johns County, Florida with the St. Johns River Water Management District.

Section 4. There is no match requirement for this funding opportunity. The County did identify **\$107,931 from non-cash in kind contributions** to match the requirement of the cost share grant.

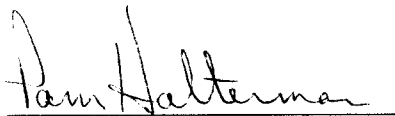
Section 5. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of November 2010.

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

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 11/17/10

**WATER CONSERVATION COST-SHARE AGREEMENT
BY AND BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND ST. JOHNS COUNTY**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and ST. JOHNS COUNTY, whose address is 4040 Lewis Speedway, St Augustine, Florida 32095 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

WHEREAS, the waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water; and

WHEREAS, pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area; and

WHEREAS, the District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources; and

WHEREAS, the parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"):

The Recipient shall patrol throughout its jurisdiction the areas in which regular landscape irrigation occurs to identify violations of irrigation restrictions in community, residential, and commercial areas and to provide education to water users about efficient use of water and about the watering restrictions. The District will contribute fifty percent (50%) of the total cost of the Project up to a not to exceed amount of \$107,931.

NOW, THEREFORE, in consideration of the aforesaid premises, and the funding assistance hereinafter specified, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until October 30, 2012 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within fifteen (15) days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.

(b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates sixty (60) days after receipt by Recipient.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

(a) For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the total cost of the Project, but in no event shall the District cost-share exceed \$107,931. 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.

(b) **In-Kind Services.** Recipient agrees to provide \$107,931 in the form of in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's cost-share obligation. If Project costs exceed the estimated Project cost so as to reach the not-to-exceed amount of the District cost-share, then Recipient shall provide any additional funding required to complete the Project. If the Project is cancelled by Recipient prior to completion, Recipient shall reimburse the District all funds received from the District pursuant to this Agreement. Recipient's in-kind labor services (i.e. labor from Recipient/County or a 3rd party) will be calculated based upon the base salary times a 1.5 fixed multiplier.

5. **PAYMENT OF INVOICES**

(a) Recipient shall submit quarterly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. Recipient shall be reimbursed for fifty percent (50%) of approved costs until the not-to-exceed amount of the District's cost-share has been expended. If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all

encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

- (c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten (10) percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**
 - (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) District Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required); (9) 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.
 - (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
 - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
6. **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 section 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 their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

- (a) 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 (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) 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; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

Katherine Pordeli, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(904) 448-7922
E-mail: kprodeli@sjrwmd.com

RECIPIENT

Jay Kamys, Project Manager
St. Johns County
4040 Lewis Speedway
St Augustine, FL 32095
(904) 209-0626
E-mail: jkamys@sjcfl.us

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project, and may approve minor deviations in the Project that do not affect the District cost-share or Completion Date or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

- (a) **Progress Reports.** Recipient shall provide to the District Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.

- (b) **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.

10. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.
- (c) This paragraph shall survive the termination or expiration of this Agreement.

11. **TERMINATION**

- (a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt or said notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.
- (b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon sixty (60) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS (Alphabetical)

12. **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.
13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**
 - (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three (3) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
 - (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; and/or (4) Recipient has received more than fifty (50%) contributions through cumulative public agency cost-share funding.
14. **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.
15. **DISPUTE RESOLUTION.** 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 (10) 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 (10) 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.
16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **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 or 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.
18. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities 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 cost-share 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.
19. **INTEREST OF RECIPIENT.** 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 hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
21. **PERMITS.** 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. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activities not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
22. **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.
23. **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.
24. **WATER CONSERVATION.**
 - (a) **Water Conserving Rate Structure.** A Recipient receiving funding through this Agreement that operates a public water supply utility must develop a rate structure for water

customers in its service area that will: (1) promote the conservation of water; and (2) promote the use of water from available alternative water supplies. Recipient, if operating a public water supply utility, acknowledges that it either has a water conserving rate structure in effect or will implement a water conserving rate structure within nine months after the Effective Date. Failure to comply with this paragraph constitutes a material breach that shall constitute a failure to complete the Project.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

ST. JOHNS COUNTY

By: _____
Kirby B. Green III, Executive Director

By: _____

Date: _____

Typed Name and Title
Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

ATTACHMENTS

- Attachment A- Statement of Work
- Attachment B - St. Johns County Landscape Irrigation Ordinance Enforcement 2 Year Program Application
- Attachment C - District Supplemental Information Form (Sample)

Cost-share: Water conservation
Last updated: 2-25-10

**ATTACHMENT A – STATEMENT OF WORK
ST. JOHNS COUNTY LANDSCAPE IRRIGATION ORDINANCE ENFORCEMENT
2 YEAR PROGRAM**

I. Introduction/Background

Lawn and landscape irrigation can account for a high proportion of residential water use. Efficient irrigation practices can save thousands of gallons of water per home site each week.

On December 9, 2008, the Governing Board of the St. Johns River Water Management District (District) adopted changes to Chapter 40C-2, *Florida Administrative Code (F.A.C.)* (Water Restrictions), which prohibits lawn and landscape irrigation between 10:00 a.m. and 4:00 p.m.; and restricts irrigation to two days per week, based on addresses, during Eastern Daylight Savings Time, and to one day per week, during Eastern Standard Time. Watering restrictions apply to all lawn and landscape irrigation, including water from private wells, private or public utilities, or water from a natural surface water body, and is applicable throughout the District's 18-county area.

St. Johns County (Recipient/County) has passed the St. Johns County Landscape Ordinance (Ordinance) fully implementing District Rule 40C-2.042(2). The Recipient/County has applied for District Water Conservation Cost-Share funds to assist in start-up of their enforcement and education efforts related to implementing a landscape irrigation ordinance.

II. Objectives

The objective of this work is to identify violations of irrigation restrictions in community, residential, and commercial areas and to provide education to water users about efficient use of water and about the watering restrictions.

III. Scope

The Recipient/County shall patrol throughout its jurisdiction the areas in which regular landscape irrigation occurs, during the times of day that irrigation violations are likely to occur; will educate irrigators about watering restrictions; issue violation warnings upon first observed violations; and subsequently issue penalties via citations to repeat violators.

IV. Task Identification

The Recipient/County shall be responsible for the Tasks shown below and for all additional Tasks, which are detailed in Attachment B, St. Johns County Landscape Irrigation Ordinance Enforcement 2 year Program application.

- Obtaining all required permits, including right of access to the project site.
- Supervision and inspection of project.
- Timely submittal of invoices for actual costs per the cost share agreement (i.e. quarterly, with adequate substantiation) to enable District staff to review submitted costs for payment.
- Progress Reports to the District's Project Manager in a mutually agreed upon format, identifying project progress to date, overall project schedule versus time to project completion, key issues to be resolved, etc.
- Compliance inspections shall be targeted throughout all areas of unincorporated county including but not limited to known high water use subdivisions with additional refinement of target areas identified by St. Johns County Utility's water use data, as available. The outreach/education and

the compliance-response components of this program shall also be implemented throughout the County.

- Implement and enforce the Landscape Irrigation Ordinance 2010-20 throughout the County through regular patrols, providing education activities and enforcement activities where violations are observed. The County's seven (7) existing Code Enforcement staff will provide a percentage of time that totals one (1) full time equivalent (FTE) dedicated to the implementation of the Ordinance through periodic patrols, education activities and report to the Irrigation Code Enforcement Officer any violations discovered while patrolling their assigned County sector.
- The dedicated Irrigation Code Enforcement Officer will spend forty (40) hours a week solely on implementation and enforcement of the Ordinance. The breakdown of the days and times spent patrolling, spent on education workshops, group and individual citizen training, preparing enforcement actions, and other various duties as assigned to accomplish implementation of this water conservation irrigation program will vary weekly, but will be no less than forty (40) hours per week. These forty (40) hours per week will also include patrols during the early morning hours when irrigation most commonly occurs from midnight to 7:00 a.m. This time may also be divided between weekdays and weekends depending on identified need.
- Enforcement shall consist of warnings and/or fines consistent with Section 8 of the Ordinance. Data collection and processing of field visit data will consist of date, location, type of visit (education/warning or enforcement/ticketing), first visit or repeat visit, types of action taken, and compliance or non-compliance with request.
- Provide education to citizens on water conservation and irrigation restrictions. Education consists of field visits to locations of observed irrigation violations or reports of violation to inform a property owner or responsible party of irrigation restrictions and general water conservation practices. Provide technical assistance and education related to irrigation controllers, soil moisture sensors and rain sensors in partnership with the St. Johns County Utility Department.
- Recipient/County shall provide the District with account-level water use data for the addresses at which irrigation ordinance educational and enforcement activities are initiated if the site receives water supply service from St. Johns County Utilities. Data for each account shall include monthly water use for three (3) years prior to the first notification of violation and for each month until the end of this contract. Recipient/County also must provide corresponding records of all educational and enforcement activities associated with each site in order to determine effectiveness of program components in achieving water savings.

At minimum, the water use data must include a consumption amount for each month in thousands of gallons, identification of each consumption month, address or tax parcel number of the cited property or an alternate means of geographically locating the cited property. All data collected in association with work performed under this agreement shall be provided to the District's Project Manager in a digital format approved by the District's Project Manager. All analysis performed under this agreement shall be documented and provided to the District's Project Manager in a final summary report.

V. TIME FRAMES AND DELIVERABLES

The Recipient/County shall commence work on this project within fifteen (15) calendar days after the effective date of the Agreement. All work shall be completed in accordance with Attachment B – Application–St. Johns County Landscape Irrigation Ordinance Enforcement 2 Year Program. The project shall be completed no later than October 30, 2012.

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient/County fifty percent (50%) of the total cost of the Project, but in no event shall the District's cost-share exceed \$107,931.

Recipient/County agrees to provide \$107,931 in the form of matching funds, in-kind services, or both, for this project. If Project costs exceed the estimated Project cost so as to reach the not-to-exceed amount of the District cost-share, then Recipient/County shall provide any additional funding required to complete the Project. If the Project is cancelled by Recipient/County prior to completion, Recipient/County shall reimburse the District all funds received from the District pursuant to this Agreement. Recipient/County's in-kind labor services (i.e. labor from Recipient/County or a 3rd party) will be calculated based upon the base salary times a 1.5 fixed multiplier.

Contract#26790
Encumbrance#S005249

ATTACHMENT B
ST. JOHNS COUNTY LANDSCAPE IRRIGATION ORDINANCE ENFORCEMENT
2 YEAR PROGRAM APPLICATION

St. Johns River Water Management District

Water Conservation Cost-Share

Application

Title of project: St. Johns County Landscape Irrigation Ordinance Enforcement 2 Year Program

A. Applicant type and information

Indicate the type of project you are applying for:

Project types (check one)

- Reliability and performance testing of new landscape irrigation technology
- Automated tracking of historical consumption information
- Reliability and performance testing of new high-efficiency indoor fixtures
- Enforcement of landscape irrigation ordinances and related education efforts (NEW)
- "Other" (new and innovative technology and practices)

A-1. a) Name of applicant/title Mr. Michael Wanchick, St. Johns County Administrator

A-1. b) Applicant's organization 500 San Sebastian Way, St. Augustine, Florida 32084

A-2. Name, address, e-mail address, and phone numbers of project manager or contact person.
(District will send correspondence concerning this application ONLY to this person.)

Name/title: Mr. Jay Kamys, Special Projects Coordinator

E-mail address: jkamys@sjcfl.us

Mailing address: 4040 Lewis Speedway

City and ZIP code: St. Augustine, Florida 32084

Phone: (904) 209-0626 Fax (904) 209-0627

A-3. Name, address, and phone numbers of persons with authority to enter into a contractual agreement, if other than project manager or contact person.

If same as A-2 above, check box.

Name/title: Mr. Michael Wanchick, County Administrator

E-mail address: mwanchick@sjcfl.us

Mailing address: 500 San Sebastian Way

City and ZIP code: St. Augustine, Florida 32084

Phone: (904) 209-0530 Fax (904) 209-0531

A-4. District permit information

Does the applicant have any District permits? Yes No

If yes, list all District permits held by the applicant. Attach an additional page if needed.

Permit #	Expiration Date (mm/dd/yy)	Permit #	Expiration Date (mm/dd/yy)
22-109-1370-4	02/14/17	42-109-100343-1	07/29/10
2-109-1142-14	Pending	42-109-100737-4	10/13/10
2-109-1142-3	11/09/24	40-109-104812-1	05/05/11
2-109-1198-4	Pending	42-109-104889-1	05/04/11
20-109-1374-6	12/31/25	42-109-110512-1	05/23/12
40-109-28307-36	02/13/12	16-109-118459-1	Pending
42-109-47901-7	05/23/12	42-109-122903-1	02/12/15
42-109-47901-6	01/26/12		

A-5. Landscape irrigation ordinance

5a. Does the applicant have a landscape irrigation ordinance? Yes No

5b. If yes, does the ordinance fully implement District Rule 40C-2.042(2) Yes No

5c. If no to either 5a. or 5b., by what date is revision or adoption expected? N/A

A-6. Disclosure. Does any District employee, Governing Board member, contractor, or other affiliate of the applicant have a financial interest in this project, the property associated with this project, or with any party that may profit financially from this project? Yes No

If, yes, identify all such parties and describe their interests.

B. Project information

B-1. Cost-sharing request (District's share cannot exceed 50 percent of total project cost.)

a. Total project cost.....\$ 215,862.17

b. Total project cost per residential/commercial parcel/or per month for enforcement and education program\$ 8,994.26/month

c. Amount of cost-share requested.....\$ 107,931.08

B-2. Purpose. Explain the purpose(s) of the project. (Do not refer to attachments.) Does the project demonstrate the reliability/performance of several types/brand names of equipment, under distinct geographic conditions, or implement landscape irrigation enforcement and education? Use appendixes A through D as a guideline.

1. A two year start-up program that provides implementation and enforcement of the St. Johns County Landscape Irrigation Ordinance that fully implements District rule 40C-2.042(2), F.A.C. A new Code Enforcement Officer position will be solely dedicated to implementing and enforcing the Landscape Irrigation Ordinance 2010-20 throughout the County through regular patrols, education and outreach activities and enforcement activities. The County's seven existing Code Enforcement staff will provide a percentage of time dedicated to the implementation of the Ordinance through periodic patrols, education activities and reporting to the Irrigation Code Enforcement Officer any violations discovered while patrolling their assigned County sector.
2. The dedicated Irrigation Code Enforcement Officer will spend 40 hours a week solely on implementation and enforcement of the St. Johns County Landscape Irrigation Ordinance. The breakdown of the days and times spent patrolling, spent on education workshops, group and individual citizen training, preparing enforcement actions and other various duties as assigned to accomplish implementation of this water conservation irrigation program will vary weekly but will be no less than 40 hours per week. This time may also be divided between weekdays and weekends dependent on identified need.
3. Provide education to citizens on water conservation and irrigation restrictions. Education consists of field visits to locations of observed irrigation violations or reports of violation to inform a property owner or responsible party of irrigation restrictions and general water conservation practices. Provide technical assistance and education related to irrigation controllers, soil moisture sensors and rain sensors partnering with the St. Johns County Utility Department. St. Johns County Utility Department will partner with St. Johns County Code Enforcement to conduct irrigation audits and notify Code Enforcement of any identified concerns.
4. Compile data related to the implementation and enforcement of the Landscape Irrigation Ordinance 2010-20. Data collection and processing of field visit data will consist of date, location, type of visit (education or enforcement), first visit or repeat visit, types of action taken, and compliance or non-compliance with request.
5. Enforcement shall consist of warnings or fines which are consistent with the St. Johns County Landscape Irrigation Ordinance 2010-20, Section 8.

B-3 Project schedule with budget. Show a project scope. Also include goals with supporting task and budgets. (Listing dates, project milestones, key task and associated expenses as expected to be incurred over the proposed timeline.) Also, include benefit/cost ratios and other performance metrics/estimates for each project.

Task	Deliverable/Output	Month																								
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
1	Initiate Hiring of Irrigation Code Enforcement Officer																									
2	Post Open Position.																									
3	Patrol and respond to inquiries.																									
4	Start Program Implementation - Existing Code Enforcement Officers																									
5	Hire Irrigation Code Enforcement Officer																									
6	Fill Irrigation Code Enforcement Officer Position.																									
7	Irrigation Code Enforcement Officer Implements Program																									
8	Patrol, respond to inquiries, provides education, issues notices/violations and tracks compliance.																									
9	Continue Patrol – All Code Enforcement Officers																									
10	Patrol, respond to inquiries, issue notices.																									
11	Create and maintain compliance database.																									
12	Compliance Tracking Irrigation officer and support staff																									
13	Provide ordinance information to public - education materials, speaking to home owners assoc., etc.																									
14	Training and Education																									
15	Analyze program and update procedures and reports as needed.																									
16	Evaluation																									

SJRWMD Cost Share Grant - Budget for a 2 Year Program			
Existing Staff Contribution Calculated for a 2 years			
Existing Code Enforcement Staff	Cost for 2 years	% time to Irrigation Program	Total Cost for 2 years
Code Enforcement Officer I	\$101,349.20	6%	\$6,080.95
Code Enforcement Officer I	\$103,000.10	6%	\$6,180.01
Code Enforcement Officer I	\$99,730.70	6%	\$5,983.84
Code Enforcement Officer I	\$101,349.20	6%	\$6,080.95
Code Enforcement Officer I	\$103,000.10	6%	\$6,180.01
Code Enforcement Officer III	\$114,219.81	6%	\$6,853.19
Code Enforcement Officer IV	\$138,534.00	6%	\$8,312.04
Support Office staff	\$89,729.18	10%	\$8,972.92
Code Enforcement Supervisor	\$180,746.50	10%	\$18,074.65
Existing Staff Contribution			\$72,718.55
Existing Operating Contribution Calculated for 2 years (except as noted)			
Communications (Phone, Cell, Air card, etc.)	\$18,408.00	6%	\$1,104.48
Vehicle Maintenance	\$8,860.00	6%	\$531.60
Gas, Oil and Lubricants	\$25,550.00	6%	\$1,533.00
Equipment (Computer, office equip., etc., one year)	\$4,000.00	100%	\$4,000.00
Irrigation Officer Vehicle (one year)	\$12,925.00	100%	\$12,925.00
Water Cons. Education Materials & Irrigation audits	\$15,000.00	100%	\$15,000.00
Existing Operating and Expense			\$35,094.08
Existing Contribution for 2 the Year Program (Staff + O&E)			\$107,812.63
New Costs for Irrigation Program for 2 years			
New Code Enforcement Irrigation Officer	\$96,503.54	100%	\$96,503.54
Communications	\$2,630.00	100%	\$2,630.00
Vehicle Maintenance	\$1,266.00	100%	\$1,266.00
Gas, Oil and Lubricants	\$3,650.00	100%	\$3,650.00
Training 1 & 2 (Required @ Fl. Assoc. of Code Enforcement)	\$3,500.00	100%	\$3,500.00
Uniforms and Equipment (badge, citation book, etc.)	\$500.00	100%	\$500.00
Additional Costs for the 2 Year Program			\$108,049.54
Total Cost for 2 Year Program			\$215,862.17
Requested Award Amount for 2 Year Program			\$107,931.08

B-4. Project location (address or description)

Unincorporated St. Johns County, See Attachment A

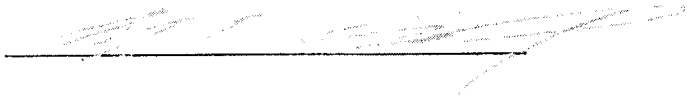
County (ies) in which project is located: St. Johns County

B-5. Projected schedule

Projected starting date: month October 1 year 2010; completion date: month September 30 year 2012.

(Funds received through this program may be used only for projects installed after a cost-sharing contract has been executed and may not be used to reimburse the cost of existing strategies or strategies already under installation. Cost-sharing contracts probably will be executed by September 30, 2010. In general, for project types 1, 2, 3 and 5 construction/implementation must be completed within 12 months of contract execution with monitoring of performance metrics extending for several years and for project type 4, 24 months will be allowed for implementation.

I certify that all information on this form and the attached documents is true and correct.
Signature of the person with authority to enter into a contractual agreement.

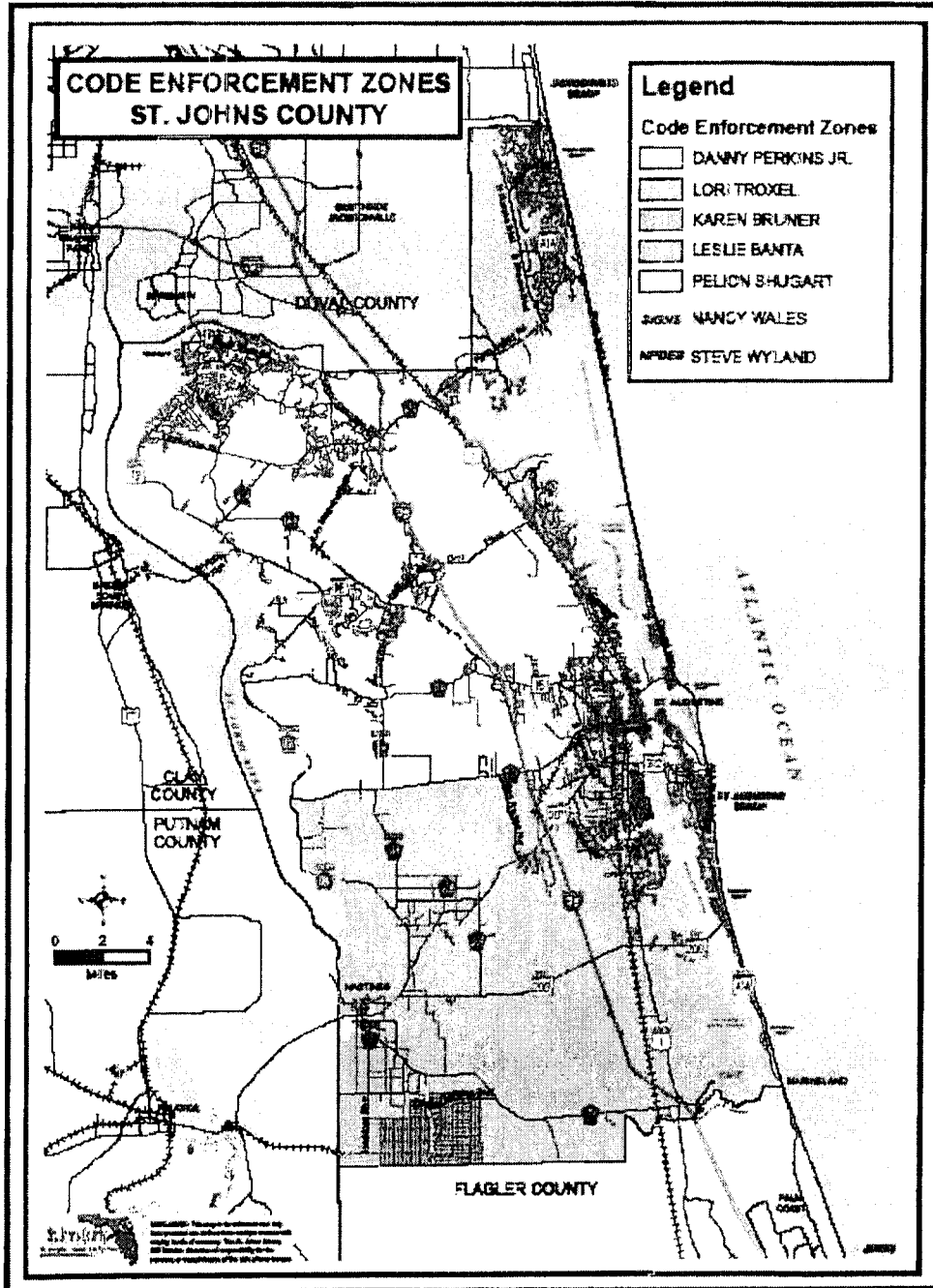


Name: Michael D. Wanchick

Title: St. Johns County Administrator

Date: June 30, 2010

LEGALLY SUFFICIENT
Michael D. Wanchick
Date: 6/30/10



RESOLUTION NO. 2010-128

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO SUBMIT AN APPLICATION FOR GRANT FUNDING ADMINISTERED THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, WATER CONSERVATION COST-SHARE PROGRAM.

RECITALS

WHEREAS, St. Johns River Water Management District makes available to local governments the Water Conservation Cost-Share Program grant to assist in the development and implementation of water conservation measures; and

WHEREAS, the deadline for the County to submit an application is July 2, 2010; and

WHEREAS, the County staff has reviewed the grant application and has determined that nothing contained in the Grant application negatively impacts the interests of the County; and

WHEREAS, after a review of the grant application and accompanying materials, the County has determined that none of the requirements, restrictions or obligations associated with award of the grant, or the grant itself, negatively impact the interests of the County; and

WHEREAS, after a review of the completed grant application and accompanying materials, the County has determined that an award from the St. Johns River Water Management District Water Conservation Cost Share Grant serves the overall interests of the County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

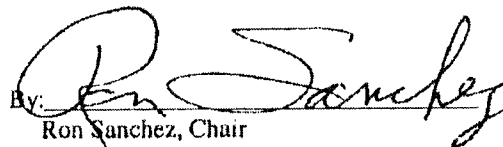
Section 2. The Board of County Commissioners hereby approves and authorizes the County Administrator, or designee, to submit a completed application based on the approved guidelines for grant submittal (attached hereto, and incorporated herein), on behalf of St. Johns County for a grant, in order to assist in the development and implementation of water conservation measures.

Section 3. The Board of County Commissioners hereby authorizes the County Administrator, or designee, to execute any other paperwork necessary or associated with the application for the St. Johns River Water Management District Water Conservation Cost Share Grant.

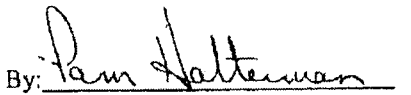
Section 4. To the extent that there are typographical and/or administrative errors that do not change to tone, tenor, or context on this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of June, 2010.

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

By: 
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk of Court

By: 
Deputy Clerk
Effective Date: June 15, 2010



RENDITION DATE 6/16/10

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District's Project Manager.

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

Consultant'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: _____

(Consultant agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management