

FY 2018-19
DRAFT PROJECT GRANT AGREEMENT

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

PROJECT GRANT AGREEMENT

This Agreement is made and entered into this ____ day _____, 2018, by and between the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, (hereinafter called the "AUTHORITY"), and _____, (hereinafter called the "GRANTEE"), in furtherance of funding assistance in the development of the "_____ WATER 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 "_____ WATER 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 \$_____ of the proposed \$_____ 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 \$_____ as identified in paragraph 3.A. above.

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. All PROJECT reimbursement requests shall include all documentation required by the AUTHORITY for proper audit review. The GRANTEE shall certify that each request for payment is appropriate and that said task or portion thereof has been completed.

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.

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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, 2019. 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.

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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.

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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: _____
MICHELLE STONE
Chairperson

ATTEST:

By: _____
RICHARD S. OWEN
Executive Director

_____, a political Subdivision of
the State of Florida

By: _____

Chairperson

ATTEST:

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
_____ for the Grantee

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
LARRY M. HAAG
Attorney for Authority