



# St. Johns River Water Management District

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

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4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • [www.sjrwmd.com](http://www.sjrwmd.com)

DATE: November 3, 2023

TO: Prospective Respondents

FROM: Christina Holloway-Williams, Procurement Specialist

SUBJECT: Addendum #3 to Request for Proposals, #39118, Florida Water Star Accredited Professional Training.

Please delete the Sample Agreement (Pages 22-29) of the Request for Proposals document and replace with the attached revised Sample Agreement.

Please note that the Bid Due Date has been extended to 2:00 pm, November 15, 2023.

Please acknowledge receipt of this Addendum on the PROPOSAL FORM provided in the request for proposal package.

If you have any questions, please e-mail me at [chollowa@sjrwmd.com](mailto:chollowa@sjrwmd.com).

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## GOVERNING BOARD

Rob Bradley, CHAIR  
FLEMING ISLAND

Ryan Atwood  
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR  
ORMOND BEACH

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**FLORIDA WATER STAR<sup>SM</sup> LANDSCAPE AND IRRIGATION ACCREDITED  
PROFESSIONAL (AP) TRAINING CURRICULUM CREATION, DELIVERY, AND  
MANAGEMENT PROGRAM SAMPLE AGREEMENT**

THIS Curriculum Creation, Delivery, and Management of the Florida Water Star<sup>SM</sup> Landscape and Irrigation AP Training Programs Agreement (this “Agreement”) is entered into by and between the St. Johns River Water Management District, a public authority, having its principal offices at, 4049 Reid Street, Palatka, Florida 32177-2529 (the “District”) and (INSERT NAME & PRINCIPAL ADDRESS OF ENTITY).

**BACKGROUND**

The District is a public body existing under Chapter 373 of the Florida Statutes dedicated to protecting and managing water resources within eighteen counties in the State of Florida, and supporting Florida’s growth, and ensuring the sustainable use of Florida’s water for the benefit of Floridians.

The District has developed an evaluation and certification program that has been adopted in Florida to evaluate the water usage and efficiency of buildings, homes and landscapes known as Florida Water Star<sup>SM</sup>, including the use of the Florida Water Star<sup>SM</sup>, certification mark (the “Mark”).

The District encourages the use of this program throughout the State of Florida as a standard certification program for the incorporation of water efficiency strategies in buildings, homes, and associated landscapes.

The District, in furtherance of the public interest, and in support of developing the use of Florida Water Star<sup>SM</sup> as a standardized prescriptive approach to implementing conservation strategies in buildings, homes and landscapes, desires partnerships to expand the Florida Water Star<sup>SM</sup> certification program.

The District has developed the Florida Water Star<sup>SM</sup> Accredited Professional program to provide training to landscape and irrigation professionals on how to design and install landscapes that meet the Florida Water Star<sup>SM</sup> criteria. Accordingly, the District seeks to contract with a third-party entity to create, deliver, and manage the curriculum of the Florida Water Star<sup>SM</sup> Landscape and Irrigation Accredited Professionals (“AP”) Training Programs (collectively the “Training Program”).

The Training Organization is engaged in the business of developing and delivering training programs to landscape irrigation professionals in the State of Florida.

The District wishes to enter into a partnership with the Training Organization, including use of the Florida Water Star<sup>SM</sup> Mark; and engage the Training Organization to provide the necessary training. The training will prepare participants for the Florida Water Star<sup>SM</sup> Exams administered by the Florida Nursery Growers and Landscape Association (“FNGLA”).

The Training Organization is willing to assume and carry out its obligations and to perform the services as herein provided for, in return for the compensation specified.

NOW THEREFORE, the Parties agree as follows:

**TRAINING PROGRAM IMPLEMENTATION  
TRAINING ORGANIZATION RESPONSIBILITIES**

I. The Training Organization will provide the creation, delivery, and management of the Training Program in coordination with St. John's River Water Management District, Southwest Florida Water Management District, South Florida Water Management District, and the FNGLA.

II. The Training Organization shall implement the use of the Florida Water Star<sup>SM</sup> Mark in the Training Program on behalf of, and in cooperation with, the District. It is the Parties' intent to maintain the Training Program during the term of this Agreement.

**Training Organization Responsibilities**

1. Create, produce, present, and pay for all presentation materials for the Training Program.
  - a. Appropriately utilize Florida Water Star<sup>SM</sup>, for all Florida Water Star<sup>SM</sup>, proprietary content created by Training Organization during the period of this contract.
2. Arrange for all training sites, facilities coordination, required food and beverage, and all classroom training expenses. All facilities to be zero cost to Training Organization by using District locales with their associated utilities, IFAS, or distributor meeting space.
3. Provide to the participant a certificate of completion for the required Training Program course upon completion of the recorded, webinar, or classroom versions.
4. Recruit, coordinate, and manage all event sponsorships, including how sponsorship funds will be applied.
5. Arrange and pay for all instructors' fees and related expenses.
6. Provide Florida Water Star<sup>SM</sup>, district manager with 4 – 6 weeks' notice of upcoming in-person training and current copies of all proprietary Florida Water Star<sup>SM</sup>, program training materials and obtain from said manager written email approval prior to presentation or distribution of the training materials.
7. Coordinate with the District on all Florida Water Star<sup>SM</sup> training curriculum and format decisions including content and selling prices.
  - a. Training prices cannot be changed without agreement by Training Organization.
8. Provide a proprietary account within the Training Organization learning management system platform to provide:
  - a. The registration for participants in the Training Program;
  - b. Host all recorded Training Program materials.
  - c. Store all Training Program records.
  - d. A proprietary administrative portal for Florida Water Star<sup>SM</sup> personnel to have direct 24-7 access to all data and records to review and create reports on demand.
9. Provide a dedicated, proprietary landing page on the Training Organization website for Training Program information, course list, event list, and registration.
10. Provide Florida Water Star<sup>SM</sup> water management districts, and the sponsors an internet link to the dedicated Florida Water Star<sup>SM</sup> landing page on the Training Organization website for all Training Program.

11. List the links to the websites of Florida Water Star<sup>SM</sup>, host water management district, FNGLA, and sponsors on the Training Organization dedicated Florida Water Star<sup>SM</sup> webpage.
12. List the Training Programs and events on the Training Organization website.
13. Provide ongoing subject matter expert input to the Florida Water Star<sup>SM</sup> program, criteria, technical manual, and the AP exams.
14. Provide support to the FHBA Certified Ratings Program and the inspector administrators at Triconic to ensure open communication between AP training standards and program inspector standards.
15. Public Records Obligations. If, under this Agreement, the Training Organization is providing services and is acting on behalf of the District as provided under Section 119.011(2), Florida Statutes, the Training Organization, shall:
  - a. Keep and maintain public records required by the District to perform the service;
  - b. Upon request from the District's custodian of records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Training Organization does not transfer the records to the District; and,
  - d. Upon completion of this Agreement, transfer, at no cost, to the District, all public records in possession of the Training Organization or keep and maintain public records required by the District to perform the service. If the Training Organization transfers all public records to the District upon completion of this Agreement, Training Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Training Organization keeps and maintains public records upon completion of this Agreement, the Training Organization shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records in a format that is compatible with the information technology systems of the District.
16. Unilateral Termination. If the Training Organization fails to provide the public records to the District within a reasonable time or otherwise fails to comply with this Section, the Training Organization may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by the District.
17. Public Records Questions Contact. If the Training Organization has questions regarding the application of Chapter 119, Florida Statutes, to the Training Organization's duty to provide public records relating to this agreement, contact the District's Custodian of Public Records at:

**District Clerk, St. Johns River Water Management District,**  
**4049 Reid Street, Palatka, Florida 32177-2571;**  
**(386) 329-4127; [Clerk@SJRWMD.com](mailto:Clerk@SJRWMD.com)**
18. In the event the Training Organization receives a subpoena or other legal demand for information or documents held in confidence related to the Training Program, Training Organization shall promptly notify the District's Clerk and thereafter comply with the Clerk's

requests. If the Training Organization receives a subpoena or legal demand that is not a public records request for information or documents held in confidence related to the Training Program, the Training Organization shall immediately notify the District and allow the District a reasonable amount of time to contest the subpoena or demand.

- a. The Training Organization shall, in the event an inquiry is received regarding an accreditation, notify the District of the inquiry, and the District shall be the sole judge of the compliance or non-compliance of an accreditation within the Florida Water Star<sup>SM</sup> Program.
- b. The Training Organization's assigned staff member or members will meet or consult with District staff, relevant District committees or both as may be requested by District from time to time for advice and counsel on Training Program policy and procedural matters.
- c. The Training Organization will cooperate with the District in investigating complaints about the Florida Water Star<sup>SM</sup> Program received by the District and will assist with random (no more than once annually) audits of individual certifications (no more than ten unless significant non-compliance is discovered). The Training Organization shall, on behalf of the District, enter into agreements with customers that will outline the responsibilities of the customer, including the payment of fees for certification of the home(s).
- d. The Training Organization warrants that if any of its completed services fail to conform to professional standards, Training Organization will, at its own expense, perform corrective services to correct such defects, of which Training Organization is notified in writing within six months of the completion of services. No other representation expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document, or otherwise.
- e. The Training Organization shall maintain, during the term of this Agreement, at its sole expense, a commercial policy of general business liability insurance from an insurance carrier having an A.M. Best rating of at least A- in the amount of at least one million dollars (\$1,000,000.00) per occurrence. Such insurance shall name the District as an additional insured. The Training Organization shall provide a certificate of insurance to the District evidencing such coverage upon request.

19. Execute the Licensing Agreement, Exhibit A, hereto.

**District/Florida Water Star<sup>SM</sup> Responsibilities**

20. Include Training Organization in all discussions and decisions regarding Florida Water Star<sup>SM</sup> Program, the marketing of the Training Program, and related Training Program activities.
21. Require the Florida Water Star<sup>SM</sup> Program Orientation course to be part of any Training Program examination. Training Organization will provide a certification of completion to submit with exam registration.
22. Provide Training Organization with the complete contact information of all past and current training attendees and the landscape and irrigation APs with their current status (active, inactive, in process) to be used to market AP training and program updates.
23. Provide direct, social media, and industry marketing and promotion of all the classroom, webinar, and recorded Training Program courses conducted by Training Organization.

24. Provide Training Organization with a minimum of 60 days' notice for all requests for classroom or webinar training events, including the general location, dates, and times to allow time to secure training sites and create and publish the marketing flyers.
25. Provide Training Organization with a complete template for event flyers or other marketing pieces to use to create the individual event marketing pieces.
26. Continue to have a qualified Training Organization representative on the FWS Technical Advisory Committee.
27. Support the District-FNGLA partnership for all FWS programs and events.
28. Enter Licensing Agreement, Ex. A hereto.

### **EFFECTIVE DATE, DURATION AND TERMINATION**

29. Term. The effective date of this Agreement shall be **INSERT DATE** and shall continue for three years and automatically renew for an additional three-year period, unless earlier terminated as herein provided.
30. If either the Training Organization or the District is unable to proceed with a Program Development Responsibility for reasons beyond either's control, the Parties shall confer and adjust the schedule and responsibilities as necessary to accomplish the Training Program development with the least possible delay. To the extent the delay of an event is beyond the control of a Party, the time for completion of the delayed activity shall be extended for a period of time equal to the period of the delay.
31. This Agreement may be terminated as follows:
  - a. By mutual agreement of the Parties at any time.
  - b. Should either Party fail to comply with a material provision of this Agreement, the other Party may terminate this Agreement upon thirty (30) days' written notice if the breaching Party fails to correct such breach during the notice period or, if the breach is not capable of being corrected within the notice period, commencing a cure within such notice period and proceeding with due diligence to correct such breach until remedied.
  - c. Immediately upon written notice from one Party to the other of the other's willful material violation of this Agreement or fraudulent action.
  - d. By written notice from either Party within ninety (90) days before the renewal date.

### **FEES AND OTHER CHARGES**

32. The Training Organization will be compensated for the services performed hereunder as follows:
  - a. Each training attendee shall pay Training Organization a fee at the rates the Training Organization determines in consideration of the certification services to be provided under the Training Program as herein outlined.
  - b. The Training Organization shall be responsible for invoicing the attendee required under the Training Program.
  - c. The Training Organization shall be responsible for the payment of the costs of the administration of the Training Program through the invoicing and collection of training fees and shall not seek to have those costs paid by the District.

## USE OF NAMES, TRADEMARKS AND REPORTS

33. The District shall make no use of Training Organization's trademark in any manner that is not consistent with Training Organization's functions and responsibilities under the Licensing Agreement, Ex. A hereto.
34. The Training Organization shall make no use of the Mark in any manner that is not consistent with District's functions and responsibilities under the Licensing Agreement, Ex. A hereto. The District reserves the right to review and approve in advance all Training Organization publications that refer to the District.

## CHANGES IN SERVICES

35. Changes to the standards, protocols, Program, Program Operating Manual, or otherwise, that increase or decrease the cost of services related to the Training Program must be agreed to by both Parties before implementation.

## ADDITIONAL TERMS AND CONDITIONS

36. Consult. The Training Organization will consult with the District regarding the implementation of its administrative function as requested by the District, or as may, in the opinion of the Training Organization, be necessary or desirable.
37. Designation by District. The District shall designate a member of its staff with whom Training Organization may consult with respect to its performance under this Agreement.
38. Designation by Training Organization. The Training Organization shall designate a member of its staff with whom the District may consult with respect to its performance under this Agreement.
39. Assignment. This Agreement may not be assigned by either Party without the express written consent of the other, which consent may be withheld with or without cause. This Agreement shall, however, be binding upon and inure to the benefit of any association or corporation or governmental body succeeding to the rights of the respective Parties as a consequence of merger, consolidation or operation of law. Notwithstanding the foregoing, the Training Organization may elect to reconstitute its operating company without a change in the key personnel of the Training Organization, and in such event, the District agrees to consent to the assignment of the legal form of the Training Organization to the new entity, upon receipt of appropriate proof of the transfer, proof of financial responsibility, insurance, and proof of continuity of the key personnel.
40. Negligence; Sovereign Immunity. 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 a waiver of sovereign immunity of the District beyond the waiver provided for in section 768.28, Florida Statutes, as amended. Under no circumstances will either Party be responsible to the other for any indirect or consequential damages.

41. Writing Needed to Modify. This Agreement constitutes the complete understanding of the Parties hereto and may be modified only in writing duly executed by the Parties.
42. Subcontractor Approval. Training Organization's use of subcontractors requires prior written approval of the District
43. Governing Law, Venue, Attorney's Fees and Waiver of Jury Trial. The laws of the State of Florida govern this Agreement and Orange County, Florida is the exclusive jurisdiction and venue for any judicial or administrative proceedings arising out of or related to this Agreement. Except as provided herein, each Party shall pay its own costs and expenses, including attorney's fees and both Parties waive the right to jury trial.
44. Dispute Resolution. In the event that any dispute arises hereunder between the Parties, the Parties shall first attempt to resolve such dispute through a meeting to conciliate the problem. If such conciliation meeting is unsuccessful, the Parties agree to submit such dispute to a third-party mediator acceptable to the Parties.
45. E-Verify.
  - a. Training Organization shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system and Section 448.095, F.S., including the registration and use by its subcontractors, and to make such records available to the District or other authorized governmental entity.
  - b. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the District may treat a failure to comply as a material breach of this Agreement.
46. Scrutinized Companies pursuant to Section 287.135, F.S.
  - a. Training Organization Certification. Training Organization assures and certifies that neither it nor any of its principals is (a) found on any Scrutinized Companies, Convicted, Suspended or Discriminatory Vendor lists, (b) engaged in a boycott of Israel; or (c) engaged in business operations in Cuba or Syria.
  - b. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.
47. Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List. Training Organization certifies and assures the District that Training Organization and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes, the Convicted Vendor List pursuant to Section 287.133, Florida Statutes, and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes. Training Organization acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.



48. Sovereign Immunity. This Agreement shall not be construed in any way to alter the District's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.
49. Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.
50. Waiver. Notwithstanding anything set forth to the contrary in this Agreement, no waiver of any default by either Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
51. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
52. Survival. Sections 41, 44 and 49 of this Agreement shall survive the termination of this Agreement. In addition, any other provisions, or parts thereof, of this Agreement which, by their nature, should survive termination or cancellation shall survive.
53. Entire Agreement. The Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters. Any amendment thereto shall be made in writing and signed by both Parties.
54. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.

Each Party is signing this Agreement on the date below its signature.

**St. Johns River Water  
Management District**

Agreement  
**INSERT NAME\***

By:

By: \_\_\_\_\_

\_\_\_\_\_  
Mary Ellen Winkler, J.D., Assistant  
Executive Director

\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: Exhibit A - District Licensing

## Exhibit A

### FLORIDA WATER STAR<sup>SM</sup> NON-EXCLUSIVE MASTER LICENSE AGREEMENT

This Agreement is entered into by the Governing Board of the St John River Water Management District (the "District"), whose address is 4049 Reid Street, Palatka Florida 32177, and **INSERT NAME\***, (the "Training Organization"), whose address is **INSERT ADDRESS\*** (individually "Party," collectively the "Parties").

The District owns and controls the use of a promotional and certification program entitled Florida Water Star<sup>SM</sup> as well as the common law service mark rights to the name "Florida Water Star" and the Florida Water Star<sup>SM</sup> Service Mark (Mark number T22000000775; design of the word "Water" followed by a five-pointed star, forming the word "Florida Water Star") (the "Service Mark").

The purposes of Florida Water Star<sup>SM</sup> are to establish minimum voluntary standards for water efficiency in household appliances, plumbing fixtures, irrigation systems and landscapes for new residential homes, commercial and institutional projects, and communities and to encourage consumers to select such homes.

The Training Organization desires to promote and use the Florida Water Star<sup>SM</sup> program to encourage conservation of water within the state of Florida.

NOW, THEREFORE, the Parties agree as follows:

1. Grant of License: The District grants to the Training Organization the non-assignable, sub-licensable right, license and privilege of using the Florida Water Star<sup>SM</sup> name and Service Mark within the state of Florida. The Florida Water Star<sup>SM</sup> name and Service Mark may be used only in connection with the promotion and identification of the Florida Water Star<sup>SM</sup> program and certification pursuant to the program, subject to the terms and conditions set forth in this Agreement and the Florida Water Star<sup>SM</sup> program materials developed and to be developed by the District, all of which are incorporated herein by this reference. The license granted hereunder is non-exclusive in that the District has the right to use the Florida Water Star<sup>SM</sup> name and Service Mark at its sole discretion. The District also reserves the right to grant licenses for the use of the Florida Water Star<sup>SM</sup> name and Service Mark to others during the term of this Agreement.
2. Term of License: This license is effective October 1, 2023, and the term is contemporaneous with the Certification Program Development and Administration Program Agreement unless terminated by the District upon 30 days advance written notice or terminated as provided below.

3. Permitted Use: Use of the Florida Water Star<sup>SM</sup> name and Service Mark shall be of such style, appearance, and quality as to be to the best advantage and to the protection and enhancement of the Service Mark and the District's good will pertaining thereto and shall strictly comply with the usage standards set forth in the Florida Water Star<sup>SM</sup> program materials. Whenever the Training Organization uses directly or indirectly the Florida Water Star<sup>SM</sup> name or Service Mark, the Training Organization shall indicate the ownership of the District in the manner specified by the District. The license is geographically limited to the state of Florida. The Training Organization anticipates the use of the Florida Water Star<sup>SM</sup> Service Mark on electronic certificates indicating ratings of water efficiency for homes. The owner of the home, or his or her agent, may print the certificate and affix it to the home or provide it to local government building officials.
4. Prohibited Use:
  - A. The Training Organization and all sub-licensees are prohibited from modifying the Florida Water Star<sup>SM</sup> name and Service Mark.
  - B. The Florida Water Star<sup>SM</sup> name and Service Mark may not be used or combined with any other words or design elements in any application for a patent, copyright, service mark, or trademark.
5. Manner of Use:
  - A. Service Mark: The Training Organization shall indicate that the Florida Water Star<sup>SM</sup> name and Service Mark are a registered service mark by affixing the symbol "SM" at the upper right corner of the Florida Water Star<sup>SM</sup> name and Service Mark.
  - B. Labels: The Training Organization may adapt the color and size of the Florida Water Star<sup>SM</sup> name and Service Mark according to Training Organization's needs, provided that the shape, typeface, legibility, and other essential features of the name and Service Mark are not altered, and provided that when-the Florida Water Star<sup>SM</sup> name or Service Mark is used on a label affixed to an appliance, fixture, system or building, the size, color, format, and content of the label shall conform to Florida Water Star<sup>SM</sup> program guidelines developed by, and as interpreted by, the District.
  - C. Printed Materials: The Training Organization may use the Florida Water Star<sup>SM</sup> name and Service Mark on printed materials, provided such use is not inconsistent with the District's Florida Water Star<sup>SM</sup> program guidelines and provided that the Training Organization provides the District with a copy of the material within 30 days of the printing or public dissemination of the printed material.
  - D. Website: The Training Organization may use the Florida Water Star<sup>SM</sup> name and Service Mark on its website and those of affiliates, provided that the District is identified as the originator of the Florida Water Star<sup>SM</sup> program and provided such use is not inconsistent with the District's Florida Water Star<sup>SM</sup> program guidelines.
6. Sub-Licensing: Any and all sub-licensing of the right to use the Florida Water Star<sup>SM</sup> name and Service Mark is limited to the terms and conditions of this Agreement and may only be done pursuant to a sub-licensing agreement, the form of which has been approved in writing

by the District. The Training Organization is responsible for ensuring that all sub-licensees meet and comply with the minimum standards of the Florida Water Star<sup>SM</sup> program. Failure to do so is cause for termination of this license as provided below. The display of a Training Organization certificate by a homeowner or sharing the certificate with a local government building official shall not require a sub-license.

7. Protection of Name and Service Mark: The Training Organization agrees to assist and cooperate with the District in protecting and defending the Florida Water Star<sup>SM</sup> name and Service Mark. The Training Organization will immediately notify the District in writing of any infringements by others of the Florida Water Star<sup>SM</sup> and Service Mark that comes to the Training Organization's attention. The District will have the sole right to make decisions regarding legal action.
8. Amendment: This Agreement may not be amended except by written agreement of the Parties.
9. Termination: Either Party may terminate this Agreement if the other Party fails to comply with or observe any of the provisions of this Agreement and, where that failure is capable of remedy, the other Party fails to remedy such failure within thirty (30) days of notice specifying the failure and requiring it to be remedied. In the event of expiration or termination of this Agreement for any reason, all rights of the Training Organization granted under this Agreement will terminate and the Training Organization must cease to use the Florida Water Star<sup>SM</sup> name and Service Mark in any manner whatsoever and return all District provided materials in the custody or control of the Training Organization to the District. In the event of termination, electronic certificates that have already been issued, shall remain accessible in the Training Organization database.
10. Notices All notices pursuant to this Agreement shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the appropriate address specified above. All notices shall be considered delivered upon receipt. Notices may be sent via email or fax, which shall be deemed delivered on the date transmitted and received. The Parties' project-managers are:

For the District:

Name: Deirdre Irwin  
Address: 4049 Reid Street  
Palatka, FL 32177  
Phone: (386) 329-4341  
Email: [DIrwin@sjrwmd.com](mailto:DIrwin@sjrwmd.com)

For the Training Organization

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

11. Assignment: The Training Organization may not assign any of its rights or delegate any performance under this Agreement except through District-approved sub-license agreements.
12. Warranty and Liability: The District makes no representations, warranties or guarantees of any kind, either express or implied, to the Training Organization regarding the use, or results of the use, of the Florida Water Star<sup>SM</sup> name and Service Mark. In no case shall the District be liable or responsible to the Training Organization or any sub-licensee for any direct, indirect, incidental, special or consequential damages, loss or injury, including, but not limited to, loss of business or profits or interruption of service.
13. Indemnity: 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 a waiver of sovereign immunity of the District beyond the waiver provided for in section 768.28, Florida Statutes, as amended.
14. Independent Contractor: The Parties acknowledge that the Training Organization is an independent licensee of the Florida Water Star<sup>SM</sup> name and Service Mark and is not an agent, partner, joint venturer, or employee of the District. Neither party has the authority to bind the other or incur any obligation on its behalf.
15. Waiver: The delay or failure by the District to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
16. Survival: Any provision herein that by its nature should survive, including, but not limited to, limitations of liability and exclusions of damages, shall survive the termination or expiration of this Agreement.
17. Integration: This Agreement, upon execution by the Training Organization and the District, constitutes the entire agreement of the Parties. The Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. The Training Organization agrees that no representations have been made by the District to induce the Training Organization to enter into this Agreement other than as expressly stated herein.
18. Governing Law, Waiver of Jury Trial, Venue: The laws of the state of Florida, without giving effect to its conflicts of law provisions, governs this Agreement, all sub-licenses under this Agreement, and all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each Party shall bear its own attorney's fees. In the event of any civil proceedings arising from or related to this Agreement, the Parties hereby consent to trial by the court and waive their right to seek a jury trial in such proceedings, provided, however, that the Parties may mutually agree to a jury trial. The venue for any mediation, judicial, or administrative proceedings lies exclusively in Florida.

IN WITNESS WHEREOF, the Parties have entered this Agreement by their signatures below.

**St. Johns River Water Management District**

\_\_\_\_\_

By: \_\_\_\_\_

Mary Ellen Winkler, J.D.  
Assistant Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_