

Rebate Agreement
San Antonio River Authority

This Rebate Agreement is between the San Antonio River Authority (River Authority) and _____, (Rebate Recipient) collectively the “Parties.” The Parties understand and agree that this Rebate Agreement documents the roles and responsibilities of each Party in the San Antonio River Authority 2020/21 Stormwater BMP Rebate program (the “Rebate Program”). River Authority and Rebate Recipient agree to comply with the terms of this Rebate Agreement.

Background

The San Antonio River Authority Stormwater BMP Rebate Program provides funds for qualified construction of Low Impact Development (LID) Best Management Practices (BMPs) to treat stormwater runoff for the benefit of the public within Bexar, Wilson, Karnes and Goliad counties. The purpose of this Rebate Program is to promote the use of LID techniques to reduce the impact of stormwater runoff on the water quality in creeks and rivers within the San Antonio River Watershed. Rebate Recipient submitted an application for the Rebate Program to River Authority (the “Application”). River Authority is relying on the water quality benefit attributed to the BMPs in the Application, and the contents of that Application are incorporated into this Agreement by reference. All BMPs must be designed according to the San Antonio River Basin Low Impact Development Technical Design Guidance Manual (SARB LID Technical Design Guidance Manual).

River Authority Acknowledges and Agrees:

1. Rebate recipient will receive a not to exceed amount of _____ for the construction of qualified stormwater BMPs in the Application and associated improvements as approved by River Authority under the Rebate Program. The PRELIMINARY estimate of the rebate is established by the spreadsheet attached as Exhibit A, and may change as provided herein.
2. The rebate amount and rebate payment schedule shall be no more than the Preliminary estimate provided herein and shall be determined by River Authority in its sole discretion.
3. The rebate funding shall be awarded after a two-step approval process.
 - a. The first step is approval in writing of construction drawings by River Authority.
 - b. The second step is approval in writing of pertinent phases of BMPs during and after construction.
4. River Authority reserves the right to correct rebate calculation errors if they occur.

Rebate Recipient Acknowledges and Agrees:

1. Rebate Recipient shall provide River Authority the executed Rebate Agreement prior to commencement of construction.
2. Rebate recipient shall coordinate construction of the BMPs using licensed landscape professionals.

3. All constructed BMP elements shall conform to guidelines defined in the following publication: [San Antonio River Basin: Low Impact Development Technical Design Guidance Manual](#).
4. Rebate recipient agrees to have at least one appropriate representative attend the following training classes hosted by the River Authority (River Authority to provide one free registration for each class):
 - a. Watershed Wise Rebate LID Design
 - b. Watershed Wise Rebate LID Construction
 - c. Watershed Wise Rebate LID Maintenance
5. Rebate recipient agrees to coordinate with River Authority and perform the following:
 - a. Revise Application as needed.
 - b. Revise drainage map as needed.
 - c. Revise Stormwater BMP Rebate Worksheet as needed.
 - d. Define project milestones and set project end date.
6. Application, drainage map, rebate worksheet and milestones shall be approved by River Authority in writing prior to start of construction.
7. BMP construction details must be approved by River Authority in writing prior to start of construction.
8. All rebated as-built alterations to design and material substitutions must be approved by River Authority in writing.
9. Any alterations to design or material substitutions not approved by River Authority in writing may result in rebate award funding being delayed until corrected and approved in writing by River Authority or being rescinded completely.
10. River Authority may rescind the rebate if milestones are missed or the project falls behind schedule, subject to force majeure.
11. Rebate recipient has a 60 calendar day grace period from agreed project end date to complete BMPs, subject to force majeure.
12. Rebate recipient may request an extension in writing up to 15 business days before project end date.
13. Any decisions regarding the extension to the project end date shall be made by River Authority in its sole discretion.
14. During construction the contractor must protect soil from compaction and repair damage.
15. Construction shall be inspected and approved by River Authority and Rebate Recipient in writing prior to final payment to contractor.
16. Construction shall be completed by June 30, 2022, subject to force majeure.
17. Rebate recipient shall publish an operations and maintenance manual for all BMPs covered by the rebate. This manual must include inspection and maintenance checklists included in Exhibit B.
18. Rebate Recipient agrees to placement of at least one interpretive sign in proximity to the Rebate Program BMP. The sign will be designed by the River Authority. The sign is to be mounted permanently and, in a location, mutually agreed upon by Rebate Recipient and River Authority. This sign shall remain for at least 5 years from the project end date.

19. Rebate recipient shall acknowledge River Authority in any signage placed at project site, or in any news releases or other publications relating to the work performed under this Rebate Agreement. News releases or other publications must be sent to River Authority for review before it is sent to any outside party. Failure to send any news or publication release to River Authority for review shall not result in a breach of this agreement.
20. Rebate recipient is aware that media interviews may be requested as a result of this project.
21. Rebate recipient agrees to be available for interviews to the best of its ability.
22. Rebate recipient grants the San Antonio River Authority, its representatives and employees the right to take photographs, videos, and other forms of media of the awarded property.
23. Rebate recipient authorizes the San Antonio River Authority, its assigns and transferees to copyright, use and publish photographs, videos, and other forms of media in print and/or electronically.
24. Rebate recipient shall perform all actions outlined in the operations and maintenance manual at recipient's expense for a period of 5 years from project end date.
25. Rebate recipient agrees to transfer the operations and maintenance agreement if the property is sold or transferred.
26. Rebate recipient agrees to allow River Authority employees to enter the property and verify operation and maintenance of BMPs covered by the rebate for a period of 5 years from the project completion.
27. Rebate recipient agrees to address any and all operation and maintenance concerns observed by River Authority to the satisfaction of the River Authority within 30 days of written notification.
28. If any BMP covered by the rebate fails to perform as designed during the 5 year operations and maintenance agreement, the recipient shall either repair the BMP to functional status to the satisfaction of the River Authority or refund the River Authority the amount rebated for that BMP.
29. Rebate Recipient acknowledges rebate amount is based on treating a minimum of 60% of stormwater runoff from all impervious surface generated by a 1.5 inch storm as explained under "Rebate Calculation Equations" on the rebate application. If the 60% threshold is not met, then the rebate amount is zero dollars.

Amendment, Term and Termination

This Rebate Agreement supersedes all prior agreements and understandings between the Parties and may only be changed by written amendment signed by both parties. The term of this Rebate Agreement will begin upon execution and will terminate 5 years from project completion due to the term of the operations and maintenance requirements.

(Company)_____

San Antonio River Authority

(Name)_____

Suzanne B. Scott

(Title)_____

General Manager

(Address)_____

100 E Guenther

(City, State, Zip Code)

San Antonio, Texas 78204

(Phone Number)_____

210-227-1373

Date

Date