

MEMORANDUM OF AGREEMENT BETWEEN ALACHUA COUNTY AND THE SUWANNEE
RIVER WATER MANAGEMENT DISTRICT
FOR
COST SHARE ASSISTANCE

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT"), is entered into upon final execution date by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and the Alachua County Board of County Commissioners, a charter county and political subdivision of the State of Florida, whose address is 12 SE 1st Street, Gainesville, Florida, 32601 (hereinafter the "COOPERATOR").

WITNESSETH:

WHEREAS, COOPERATOR and DISTRICT (collectively the "PARTIES") desire to engage in projects that enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the COOPERATOR has identified to the DISTRICT a certain project that the COOPERATOR wishes to accomplish which will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has evaluated such project and agrees that such project would enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has funds available and wishes to assist in the funding of such project provided that it is given certain assurances; and

WHEREAS, the COOPERATOR requires the financial assistance of the DISTRICT in funding such project; and

WHEREAS, the parties have reached an agreement concerning the above and it is the mutual desire of the PARTIES to commit such agreement to writing and thereby create a legally enforceable contract between the parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The COOPERATOR has proposed a certain project (hereinafter the "PROJECT") to enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems.
3. A description and scope of the PROJECT is attached hereto as Exhibit "A".
4. The DISTRICT has evaluated the PROJECT and finds that the PROJECT is a worthwhile project and believes that the PROJECT will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems. The DISTRICT

agrees to assist the COOPERATOR in completing the PROJECT by partially funding the cost of the PROJECT.

5. The DISTRICT's funding of the PROJECT, including total estimated cost of the PROJECT and the total funds to be paid by the DISTRICT is shown on Exhibit "B".
6. The DISTRICT's obligation to fund the PROJECT is contingent on the COOPERATOR accomplishing certain things and meeting certain goals, to the satisfaction of the DISTRICT including preparing plans, obtaining permits, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in Exhibits A, B, and C
7. For all electronic/digital deliverables due under this agreement the COOPERATOR must ensure that those deliverables and all supporting documents are accessible according to section 282.603, Florida Statutes and Section 508 of the Rehabilitation Act of 1973 relating to the creation and use of electronic documents. This requirement applies to editable formats, such as Microsoft Word, as well as portable document formats (PDF)."
8. The terms under which the DISTRICT will be obligated to pay its share of the funding of the PROJECT, including, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in Exhibit "C" and "C-1".
9. Upon the DISTRICT's payment of funds as set out herein the COOPERATOR will be required to complete the PROJECT as provided herein.

MISCELLANEOUS

10. The PARTIES agree that the following persons are the designated Project Managers and are to have direct, primary, and continuing responsibility for the work under this AGREEMENT. The COOPERATOR's Project Manager shall have the authority to interpret this AGREEMENT for the COOPERATOR and act to give all approvals for the COOPERATOR.

<u>DISTRICT Project Manager</u>	<u>COOPERATOR Project Manager</u>
Kris Eskelin	Stacie Greco
Sr. Project Manager	Water Resources Program Manager
9225 CR 49	408 W. University Ave. Suite 106
Live Oak, Florida 32060	Gainesville, Florida 32601
386.362.1001	386.264.6829
Kristine.Eskelin@srwmd.org	Sgreco@AlachuaCounty.US

11. The COOPERATOR shall maintain books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this AGREEMENT and for three years following completion.
12. The COOPERATOR shall secure and obtain all local, regional, state, federal, and any other permits (including permits from the DISTRICT) required for activities listed herein and shall adhere to all permitting requirements.
13. Nothing in this AGREEMENT shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
14. The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT will be deemed for the benefit of any other person or entity.
15. Sovereign Immunity The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, the Parties shall not be jointly liable for the torts committed by their officers, employees, agents, representative or contractors. Neither party shall be responsible for the negligent acts and omissions of the other party's officers, employees, agents, representative and contractors. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
16. Severability. If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
17. Electronic Signatures. The Parties agree that an electronic version of this Interlocal Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Interlocal Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Interlocal Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Interlocal Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
18. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list, following a conviction for a 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 Section 287.017 F.S. for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR warrants that it has not been placed on the convicted vendor list for a public entity crime.

19. Scrutinized Company: Section 287.135, Florida Statutes, states “A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
 - a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
 - b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.”

IN WITNESS WHEREOF, COOPERATOR and DISTRICT have hereto set their hands and seals on the day and year indicated below.

EXECUTED by the COOPERATOR on _____, 2022

ALACHUA COUNTY, FLORIDA

By:

Marihelen Wheeler, Chair
Board of County Commissioners

Date:

ATTEST:

APPROVED AS TO FORM:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

EXECUTED by the DISTRICT on _____, 2022.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By

Hugh Thomas

As Its Executive Director

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF WORK

Project Name: Lake Santa Fe Enhanced OSTDS

Project Description:

The intent of the PROJECT is to address nutrient reduction in the Santa Fe Basin Management Action Plan area by installing a nutrient reducing treatment system for the new restroom On Site Treatment and Disposal System (OSTDS) for wastewater disposal. Additional benefits may be obtained by using low-flow water fixtures.

The PROJECT will include surveying, design, permitting, and the construction of the nutrient reducing treatment system.

All labor, materials and equipment costs shall be initially born by the COOPERATOR subject to reimbursement as provided herein.

Scope of Work:

The COOPERATOR will procure a Florida-licensed Professional Engineer to

1. Provide surveys,
2. Permitted construction documents,
3. Construction administration
4. Signed and sealed as-built certification

The COOPERATOR will procure a Florida-licensed contractor to

1. Install the nutrient reducing treatment system and associated equipment.

Pre-Construction Deliverables: Specifically, before construction commences, the COOPERATOR shall provide:

1. Invitation to District Staff to a project kickoff meeting
2. Detailed bid and construction schedule of project
3. Copies of bid tabs
4. Copies of all signed and sealed design plans, calculations, and issued permits
5. Copy of signed and sealed survey(s)
6. Updated cost estimate and budget breakdown (prior to construction)
7. Pre-construction photos

Once all pre-construction deliverables have been received and reviewed, the DISTRICT will provide written acceptance to the COOPERATOR.

Construction and Post-Construction Deliverables:

1. Invitation to District Staff to all project progress meetings
2. Invitation to District Staff to final construction inspection meeting on site

3. Construction photos reflecting work as shown on invoice submittals
4. Post-construction/project completion photos
5. As built documents as applicable
6. Notification when construction has reached substantial completion
7. Final project summary report – list accomplishments, monitoring results, benefit summary
8. Documentation of Match amount as shown in Exhibit B

EXHIBIT B
PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN

Project Name: Lake Santa Fe Enhanced OSTDS

Item	SRWMD Funds	Match Funds	In-kind Funds	Total
Task 1: Engineering, Design, Permitting Surveying Services, restroom construction		\$200,000		\$200,000
Task 2. Nutrient Reducing Treatment System	\$30,000			\$30,000
TOTAL PROJECT COSTS	\$30,000	\$200,000		\$230,000

The DISTRICT reimbursable amount is not to exceed: \$30,000.00
The COOPERATOR's total estimated match amount: \$200,000.00

*The COOPERATOR shall provide any and all other costs which could exceed the total District Reimbursable Amount above to complete the project. If the cost of the project is less than the original estimated \$230,000 then the costs will be split evenly between each party.

EXHIBIT C
FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: Lake Santa Fe Enhanced OSTDS

COST SHARE REIMBURSEMENT: Upon completion of the installation of equipment and materials as set out in Exhibit "A", the DISTRICT shall reimburse the COOPERATOR the maximum cost share reimbursement set out in Exhibit "B". Provided, that for the COOPERATOR to be entitled to such reimbursement, the COOPERATOR shall:

1. Comply with all requirements of this AGREEMENT, including, without limitation, the completion of the improvements within the time provided. Provided that the DISTRICT may, at its sole discretion, grant an extension of time for completion for good cause shown.
2. Invoice the DISTRICT for the amounts due under this AGREEMENT on a quarterly basis or as otherwise agreed to by both parties in writing, until project is complete or until DISTRICT's portion of funding has been allocated. Such invoice shall contain copies of all invoices and cancelled checks to vendors showing the amount paid for all materials which are being reimbursed by the DISTRICT and the date of installation of such items. Such invoice must also include the following certification, and the COOPERATOR hereby agrees to delegate authority to its Project Manager as identified in this contract, to affirm said certification:

"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the Alachua County Board of County Commissioners, No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

3. All installations and/or retrofits to be completed in 12 months or 365 Calendar days from the execution of this AGREEMENT.
4. Upon completion of construction, provide to the DISTRICT a letter certifying that the project improvements as described in Exhibit "A" have been installed in compliance with vendor specifications and according to plans and per any required permits or approvals.

At all times during this contract term, the DISTRICT, through its staff and agents shall have the right to, from time to time, enter the applicable real property and inspect the improvements in a reasonable manner and at reasonable times with prior notification to document compliance with this contract.

Upon receipt of an invoice from the COOPERATOR, DISTRICT staff shall have the right to visit the site to verify the purchase of materials and installation as described in Exhibits "A" and "B".

Reimbursement: All labor, materials and equipment costs shall be initially born by the COOPERATOR subject to reimbursement as provided below.

The District shall process reimbursement of the COOPERATOR'S expenses upon receipt of detailed invoices. Documentation must include the RIVER Reimbursement Form attached (C-1,

electronic copy of form in Excel will be emailed to cooperator) to the agreement below, deliverables, copies of supporting invoices, purchase orders, and COOPERATORS canceled checks associated with the invoiced items. The District reimbursement shall not exceed the reimbursable amount shown on Exhibit B.

Reimbursement payments shall be processed and payable no later than 45 days after the receipt of the COOPERATOR's invoice and information as specified in this AGREEMENT.

ATTACHMENT C-1					
SRWMD RIVER REIMBURSEMENT REQUEST SUMMARY FORM					
Agreement No. :		Request No.:		Request Date:	
Cooperator:					
<i>(Name & Mailing Address)</i>					
Cooperator's Project Manager					
Amount(s) Requested:					
\$	-	(do not enter data in shaded cells, they will auto fill)			
<u>COST SHARE EXPENDITURES SUMMARY SECTION</u>					
AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET (ALL TASKS)	\$ -			\$ -	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$ -			\$ -	
TOTAL REMAINING (ALL TASKS)	\$ -			\$ -	
COOPERATOR CERTIFICATION					
Complete COOPERATORS's Certification of Payment Request below:					
<p style="text-align: center;">"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the (insert Cooperators Name), No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."</p>					
Signature		Date			
Printed Name					

An electronic file of Exhibit C-1 will be transmitted to the COOPERATOR.