

MEMORANDUM OF AGREEMENT  
FOR  
COST SHARE ASSISTANCE

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT" or "MOA"), 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 Levy County, a political subdivision of the State of Florida, whose address is PO Box 310, Bronson, Florida, 32621 (hereinafter the "COOPERATOR"), is entered into upon final execution by the DISTRICT.

**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 University Oaks Phase IV (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.
7. If The COOPERATOR places a sign regarding the project, the sign shall acknowledge the partnership/funding contributions of the Suwannee River Water Management District and, in cases where the funding by the District is through a grant program, the name of the grant program shall be included. All proposed signs in which the DISTRICT is identified shall be approved by the DISTRICT's project manager in writing and in advance of installation.
8. ADA Compliance: 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)."
9. 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".
10. The COOPERATOR shall be responsible for completion of written progress reports as set forth in Exhibit "A". Such reports shall follow the format set forth in Exhibit "D".
11. Upon the DISTRICT's payment of funds as set out herein the COOPERATOR will be required to complete the PROJECT as provided herein.

MISCELLANEOUS

12. 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 Project Manager shall have the authority to interpret this AGREEMENT for the COOPERATOR and act to give all approvals for the COOPERATOR.

DISTRICT Project Manager  
 Kris Eskelin  
 Project Manager  
 9225 CR 49  
 Live Oak, Florida 32060  
 386.362-0446  
 Kristine.Eskelin@srwmd.org

COOPERATOR Project Manager  
 Wilbur Dean  
 County Coordinator  
 310 School Street  
 Bronson, Florida 32621  
 352.486.5218  
 LevyBOCC@levycounty.org

13. The PARTIES 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 of the COOPERATOR for audit purposes during the term of this AGREEMENT and for three years following completion.

14. 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.
15. Nothing in this AGREEMENT shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
16. 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.
17. Public Entity Crimes. 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, Florida Statutes, 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.
18. Scrutinized Companies. Section 287.135, Florida Statutes, states the following:

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 \_\_\_\_\_, 2021.

ATTEST:  
Clerk of the Circuit Court and  
Ex Officio Clerk to the Board

By: \_\_\_\_\_  
Danny J. Shipp

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA

By: \_\_\_\_\_  
John Meeks, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Interim County Attorney

EXECUTED by the DISTRICT on \_\_\_\_\_, 2021.

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Hugh Thomas  
As its Executive Director

EXHIBIT A  
PROJECT DESCRIPTION AND SCOPE OF WORK

Project Name: University Oaks Phase IV

Project Location: University Oaks, Levy County Lat 29.4278, Long -82.5906 (centroid)

Project Description: The University Oaks water system has experienced water loss because of leaking, broken and deteriorated mains and inaccessible meters. This final phase of the project includes an estimated 5,250 LF of 6-inch water main lines to provide improved service connections to 33 customers. Unaccounted water loss has ranged from approximately 35 to 77 percent of the utility's processed water.

The intent of the PROJECT is to address water conservation by reducing unaccounted water loss due to deteriorated / broken water mains. The new lines will also enhance fire protection in the service areas. The project will benefit the Floridan Aquifer by reduced groundwater pumping.

The PROJECT will include the design, bidding and construction of the water mains and construction administration.

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 provide

1. Design, Bidding and Permitting Services
2. Construction administration
3. Signed and sealed as-built certification

The COOPERATOR will procure a Florida-licensed contractor to

1. Install the water mains per the permitted plans

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. Monthly written progress reports due by the 5<sup>th</sup> of the following month per EXHIBIT "D"
4. Construction photos reflecting work as shown on invoice submittals
5. Post-construction/project completion photos
6. Post-construction water audit
7. As built documents as applicable
8. Notification when construction has reached substantial completion
9. Final project summary report – list accomplishments, monitoring results, benefit summary
10. Documentation of Match amount as shown in EXHIBIT "B"

**EXHIBIT B  
PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN**

**Project Name:** University Oaks Phase IV

Item	SRWMD Funds	Match Funds	Estimated Total
Task 1a-1c: Engineering Services	\$65,554		\$65,554
Task 2: Construction	\$246,116		\$246,116
Task 3: Meters		\$5,000	
<b>TOTAL PROJECT COSTS</b>	<b>\$311,670</b>	<b>\$5,000</b>	<b>\$316,670</b>

The DISTRICT reimbursable amount is not to exceed: \$311,670.00

The COOPERATOR's total match amount: \$5,000.00

\*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 \$316,670 then the costs will be adjusted equitably between each party by an equal percentage.

EXHIBIT C  
FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: University Oaks Phase IV

**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 monthly basis or as agreed to by both parties, 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 Levy 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: (Name & Mailing Address)					
Cooperator's Project Manager					
Amount(s) Requested:		\$ - (do not enter data in shaded cells, they will auto fill)			
COST SHARE EXPENDITURES SUMMARY SECTION					
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:	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$ -	\$ -	\$ -	\$ -	\$ -
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>"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.

**SUWANNEE RIVER WATER MANAGEMENT  
Exhibit D  
Progress Report Form**

<b>Agreement No.:</b>	Agreement No.
<b>Project Title:</b>	University Oaks Phase IV
<b>Cooperator Name:</b>	Levy County BOCC
<b>Cooperator's Grant Manager:</b>	Wilbur Dean
<b>Reporting Period:</b>	January 2022

**Provide the following information for all tasks identified in EXHIBIT B:**

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

**Task 1a: Engineering Design and Survey Services**

- Progress for this reporting period:
- Identify any delays or problems encountered:

**Task 1b: Bidding and Contractor Selection**

- Progress for this reporting period:
- Identify any delays or problems encountered:

**Task 1c: Project Management**

- Progress for this reporting period:
- Identify any delays or problems encountered:

**Task 2: Construction**

- Progress for this reporting period:
- Identify any delays or problems encountered:

**Indicate the completion status for the following tasks (if included in the Grant Work Plan):**

- Design (Plans/Submittal): 30% , 60% , 90% , 100%
- Permitting (Completed): Yes , No

Construction (Estimated): %

This report is submitted in accordance with the reporting requirements of the above Agreement number and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Cooperator's Grant Manager

\_\_\_\_\_  
Date