

MEMORANDUM OF AGREEMENT

FOR

COST SHARE ASSISTANCE

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT"), 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 City of Alachua, a municipality in Alachua County, whose address is P.O. Box 9, Alachua, Florida, 32616 (hereinafter the "COOPERATOR"), is entered into this _____ day of _____, 2017.

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.
7. 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".
8. Upon the DISTRICT's payment of funds as set out herein the COOPERATOR will be required to complete the PROJECT as provided herein.

MISCELLANEOUS

9. 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.

DISTRICT Project Manager
Patrick Webster
Senior Professional Engineer
9225 CR 49
Live Oak, Florida 32060
386.647.3126
Patrick.Webster@srwmd.org

COOPERATOR Project Manager
Adam Boukari
Assistant City Manager
P.O. Box 9
Alachua, Florida 32616
386.408.6100
aboukari@cityofalachua.org

10. 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.
11. 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.
12. Nothing in this AGREEMENT shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
13. 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.

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 _____, 2017.

By: _____

Print Name: Gib Coerper

As its Mayor

EXECUTED by the DISTRICT on _____, 2017.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____

Noah Valenstein
As its Executive Director

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF WORK

Project Name: Mill Creek Sink Stormwater Improvements

Project Description:

The intent of the PROJECT is to improve water quality recharging at the Mill Creek Swallet, and to preserve and protect the Mill Creek Sink and Mill Creek Cave System. This project will improve water quality by providing stormwater management improvements in the I-75/441 corridor and protect the natural karst features through land acquisition.

The PROJECT will include the engineering, surveying, design, pond siting, and permitting of stormwater pond improvements; land acquisition; and construction services.

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 conduct wetland delineation, surveying, hydrologic modeling, nutrient budgeting, geotechnical investigation, design, pond siting, and permitting for stormwater pond improvements.

The COOPERATOR will procure a District-approved appraiser to purchase property at fair market value.

The COOPERATOR will procure a Florida-licensed contractor to perform the stormwater management improvements.

Deliverables: Specifically, the COOPERATOR shall provide:

1. Detailed schedule of project completion
2. Copies of all signed and sealed design plans, calculations, and issued permits
3. Copy of signed and sealed survey(s)
4. Copy of signed and sealed pond siting report
5. Copy of appraisal document(s)
6. Updated cost estimate and budget breakdown (prior to construction)
7. Invitation to District Staff to a project kickoff meeting
8. Pre-construction photos
9. Construction photos reflecting work as shown on invoice submittals
10. Post-construction/project completion photos
11. Notification when construction has reached substantial completion
12. Final report of total storage volume provided, total nutrient removal benefits, and estimated aquifer recharge benefits.

EXHIBIT B
PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN

Project Name: Mill Creek Sink Stormwater Improvements

Item	Total
Eligible Engineering, Land Acquisition, and Construction Services	\$400,000.00
TOTAL PROJECT COSTS	\$400,000.00

The DISTRICT reimbursable amount is not to exceed: \$400,000.00

*The COOPERATOR shall provide any and all other costs which could exceed the total District Reimbursable Amount above to complete the project.

EXHIBIT C
FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: Mill Creek Sink Stormwater Improvements

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 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 City of Alachua, 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 18 months 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 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.