

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 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"), is entered into this _____ day of _____, 2020.

WITNESSETH:

WHEREAS, DISTRICT and COOPERATOR desire to implement the Alachua County Turf SWAP (hereinafter the "PROJECT") as shown in Exhibits A, B and C attached hereto; and,

WHEREAS, DISTRICT and COOPERATOR desire to fund said PROJECT; and

WHEREAS, the DISTRICT and the COOPERATOR have determined that the PROJECT would be of benefit and desire to have the PROJECT implemented, and

WHEREAS, the DISTRICT is willing to fund the implementation of the PROJECT and the DISTRICT and COOPERATOR have agreed to a method for doing so and have committed to the agreement to writing to create a binding contractual obligation between them.

NOW THEREFORE, the parties hereby agree as follows:

1. **PURPOSE OF THE MOA.** The purpose of this MOA is to set forth the responsibilities of DISTRICT and COOPERATOR in the implementation and funding of the PROJECT.
2. **THE DISTRICT'S AGREEMENT WITH FDEP.** The DISTRICT and the State of Florida, Department of Environmental Protection (hereinafter "FDEP") have entered into an agreement entitled "STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, Standard Grant Agreement" (hereinafter the "GRANT AGREEMENT"), (see EXHIBIT C). The project title for the GRANT AGREEMENT is "SRWMD – Public Supply Efficiency Improvements" The GRANT AGREEMENT is designated by FDEP as "Agreement No. WS003" and by the DISTRICT as "SRWMD Contract #19/20-053." Both the DISTRICT and the COOPERATOR have previously received a copy of the GRANT AGREEMENT and have reviewed the same.
3. **FUNDING OF THE PROJECT.** The total cost for the PROJECT shall be \$200,000 which amount shall be divided between the parties and FDEP as follows:

Funding provided by FDEP:	\$100,000
Funding provided by the DISTRICT:	\$0.00
Funding provided by the THIRD PARTY and/or COOPERATOR	\$100,000
<hr/>	
Total cost of the PROJECT:	\$200,000

4. **FDEP FUNDS TO FLOW THROUGH DISTRICT:** FDEP will be providing funding as set out above as provided in and controlled by the GRANT AGREEMENT. FDEP will provide reimbursement to the DISTRICT. The DISTRICT shall then pay both FDEP's funding and the DISTRICT's funding to the COOPERATOR as provided herein. Provided that the DISTRICT's obligations under this MOA are contingent upon the

DISTRICT's receipt of such payment from FDEP under the GRANT AGREEMENT, and the DISTRICT shall not be obligated under this MOA for any matter whatsoever unless and until such payment is received. Even though the COOPERATOR is not a party to the GRANT AGREEMENT, the COOPERATOR understands that the COOPERATOR is ultimately responsible for ensuring that the PROJECT complies with the GRANT AGREEMENT as well as this MOA.

5. IMPLEMENTATION OF THE PROJECT.

- a. Immediately upon execution of this MOA, the DISTRICT and the COOPERATOR shall discuss and coordinate the implementation of the PROJECT.
- b. Upon mutual agreement of the method of implementation of the PROJECT, work shall commence on the implementation of the PROJECT.

6. DISTRICT'S PAYMENTS TO THE COOPERATOR:

- a. After the commencement of the implementation of the PROJECT, the COOPERATOR shall submit invoices to DISTRICT quarterly ~~monthly~~, on a deliverable basis showing all work completed and costs incurred in the implementation of the PROJECT during the immediately preceding month.
- b. All invoices must include supporting documentation necessary to satisfy auditing purposes, for cost and project completion.
- c. Upon verification of the matters set out in the invoice, the DISTRICT shall pay to the COOPERATOR the verified amount. Provided that under no circumstances shall the total amount paid by the DISTRICT to the COOPERATOR under this MOA exceed \$100,000.
- d. COOPERATOR shall submit a final report to DISTRICT summarizing expenditures and activities. This report shall be submitted to the District Project Manager within (45) days upon completion of all work, unless extended by DISTRICT. The extension notice from the DISTRICT must be in writing.
- e. All deliverables and subsequent payments to COOPERATOR by DISTRICT are subject to the terms and conditions of the GRANT AGREEMENT.

- 7. PROJECT REPRESENTATIVES.** DISTRICT and COOPERATOR agree that the following persons are the designated Project Representatives and are to have direct, primary, and continuing responsibility for the work under this Agreement. Each Party's representative shall have authority to interpret this agreement for its Party and to give all approvals for its Party as follows:

DISTRICT Project Manager
Kris Eskelin
Sr. Project Manager
9225 CR 49
Live Oak, Florida 32060
386.362.1001

COOPERATOR Project Manager
Stacie Greco
Water Resource Program Manager
408 W University Ave, Suite 106
Gainesville, FL 32601
352.264.6829

8. **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. COOPERATOR warrants that it has not been placed on the convicted vendor list for a public entity crime.
9. **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:
 - i. 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
 - ii. Is engaged in business operations in Cuba or Syria."
10. **Insurance:**
 - a. **Insurance Requirements for The County and/or Subcontractors.** The DISTRICT shall require the COOPERATOR and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The DISTRICT shall require the COOPERATOR and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. The COOPERATOR and/or subcontractors must provide proof of insurance upon request.
 - b. **Deductibles.** The DISTRICT shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the COOPERATOR providing such insurance.
 - c. **Proof of Insurance.** Upon execution of this Agreement, the COOPERATOR shall provide DISTRICT documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from DISTRICT, the COOPERATOR shall furnish DISTRICT with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
 - d. **Duty to Maintain Coverage.** In the event that any applicable coverage is cancelled by the insurer for any reason, or if the COOPERATOR cannot get

adequate coverage, the COOPERATOR shall immediately notify DISTRICT of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. **Required Coverage.** At all time during the Agreement the COOPERATOR, at its sole expense shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the COOPERATOR shall not be interpreted as limiting the COOPERATOR'S liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, the COOPERATOR may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements applicable to this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- f. **Commercial General Liability Insurance.**

- 1. The County shall always provide adequate commercial general liability insurance coverage and hold such liability insurance during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 each occurrence and \$500,00 policy aggregate.

- g. **Commercial Automobile Insurance.**

- 1. If the County duties include the use of a commercial vehicle, the COOPERATOR shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage, shall provide coverage on an occurrence basis. The DISTRICT, its employees, and officers shall be named additional insured on any automobile insurance policy. The minimum limits shall be as follows:
 - 2. \$200,00/\$300,000 Automobile Liability for Company-owned Vehicles, if applicable
 - 3. \$200,00/\$300,00 Hired and Non-owned Automobile Liability Coverage

- h. **Workers Compensation and Employer's Liability Coverage.**

- 1. The COOPERATOR provides workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

- i. **Other Insurance.** None

11. Audits.

- a. **Inspector General.** The DISTRICT understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The DISTRICT will comply with this duty and ensure that the COOPERATOR and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on THE COOPERATOR and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** DISTRICT personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. COOPERATOR shall provide access to any location or facility on which COOPERATOR is performing work, or storing or staging equipment, materials or documents;
 - ii. COOPERATOR shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. COOPERATOR shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The COOPERATOR shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements, of EXHIBIT C. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5, (see EXHIBIT C). If DISTRICT fails to provide an updated copy of Exhibit 1, (see EXHIBIT C), to include in each amendment that authorizes a funding increase or decrease, COOPERATOR shall request one from the DISTRICT's Grants Manager. The COOPERATOR shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1, (see EXHIBIT C), and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, COOPERATOR shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, COOPERATOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, DISTRICT may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for

federal programs can be found under 2 CFR 200. The DISTRICT may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The COOPERATOR must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for the COOPERATOR must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. COOPERATOR is prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a COOPERATOR's, or subrecipient's, accounting system cannot comply with this requirement, COOPERATOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If DISTRICT finds that these funds have been commingled, DISTRICT shall have the right to demand a refund, either in whole or in part, of the funds provided to COOPERATOR under this Agreement for non-compliance with the material terms of this Agreement. The COOPERATOR, upon such written notification from DISTRICT shall refund, and shall forthwith pay to DISTRICT, the amount of money demanded by DISTRICT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from DISTRICT by COOPERATOR to the date repayment is made by COOPERATOR to DISTRICT.
 - ii. In the event that the COOPERATOR recovers costs, incurred under this Agreement and reimbursed by DISTRICT, from another source(s), COOPERATOR shall reimburse DISTRICT for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by COOPERATOR to the date repayment is made to DISTRICT.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

12. MISCELLANEOUS.

- a. This MOA shall become effective on the date of execution by both parties and shall remain in effect until the earlier of 06/30/2021, or the date the DISTRICT and COOPERATOR deem the project complete in writing.
- b. COOPERATOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this MOA and for three years following completion.
- c. DISTRICT and COOPERATOR agree to enter in good faith negotiations with respect to any terms, amendments or changes to this MOA that may be necessary to provide for continued cooperation to achieve the goals described herein. Provided that no modification of this MOA shall be effective until and unless executed by both parties in writing.

- d. The COOPERATOR authorizes the Alachua County Manager to agree to and sign amendments to this MOA that do not increase the financial commitment of the COOPERATOR
- e. Nothing in this MOA shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
- f. This MOA is between DISTRICT and COOPERATOR and shall not be interpreted to be for the benefit of any party or entity not a signatory hereto. No person or entity, other than the DISTRICT and the COOPERATOR shall have standing to enforce any provision of this agreement.
- g. This MOA shall not be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, which may be enjoyed by the parties.
- h. Neither party's rights or obligation under this MOA may be assigned or delegated without the prior written consent of the other party.
- i. Pursuant to Section 20.055(5), Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. By signature of this contract, the COOPERATOR acknowledges that it understands and will comply with this subsection.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first specified above.

EXECUTED this _____ day of _____, 2020 by COOPERATOR.

ALACHUA COUNTY, FLORIDA

By: _____
Robert Hutchinson, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM



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

Alachua County Attorney's Office

(SEAL)EXECUTED this _____ day of _____, 2020 by DISTRICT.

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

By: _____

Hugh Thomas
As its Executive Director

EXHIBIT A

PROJECT DESCRIPTION AND SCOPE OF WORK

PROJECT TITLE: Alachua County Turf SWAP

PROJECT LOCATION: Alachua County

PROJECT DESCRIPTION: Implement conservation improvements and other water efficiency measures through the Turf SWAP (Save Water Add Plants) Program. The Program involves swapping out irrigated turf for Florida Friendly Landscaping that saves water. A portion of the funding may be used for homeowners (hereinafter THIRD PARTY) to hire Florida Water Star Accredited Professionals to improve irrigation systems by fixing leaks and other improvements. This program supports the North Florida Regional Water Supply Plan and the Minimum Flows and Levels on the Santa Fe River.

TASKS AND DELIVERABLES:

Task 1: Turf SWAP Program

Task Description: Advertise and implement the Turf SWAP program in Alachua County. Process homeowner (THIRD PARTY) applications to implement the program. Focus on municipal water users to conserve water use.

Deliverables: Completion of the described in this task as evidenced by;

- 1) Quarterly reports of progress
- 2) Dated photographs demonstrating pre and post construction activities or improvements
- 3) Paid invoices for project activities
- 4) Signed statement from a Florida Licensed Professional Engineer or Florida Water Star Accredited Professional statement that work has been completed in accordance with the project design.
- 5) Review and acceptance by the DISTRICT of the required deliverables provided, including but not limited to documentation of paid invoices, final inspection report(s), and projected or actual water savings

Documentation: COOPERATOR will submit a signed acceptance of the completed work to date by COOPERATOR and the Payment Request.

Performance Standard: The District's Project Manager will review the deliverables to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the District's Project Manager of the deliverables under this task, the COOPERATOR may proceed with payment request submittal. This project is funded through an agreement (SRWMD Contract 19/20-053) between the DISTRICT and the Florida Department of Environmental Protection (FDEP) which is attached and make a part of the agreement. Work must be concluded as defined in that agreement.

Payment Request Schedule: COOPERATOR may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Turf SWAP Program	Contractual Services	\$100,000	12/9/2019	5/31/2021
		Total:	\$100,000		

EXHIBIT B

FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: Alachua County Turf SWAP

COST SHARE REIMBURSEMENT: Upon completion of the installation of equipment and materials as set out in Exhibit "A", the DISTRICT shall reimburse the COOPERATOR up to the maximum cost share reimbursement set out in Exhibit "A". 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 Alachua County Board of County Commissioners No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

The DISTRICT agrees to pay the COOPERATOR for work performed in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, upon receipt of a proper invoice, as defined herein. Invoices shall be submitted by the COOPERATOR to the DISTRICT at:

Suwannee River Water Management District

9225 CR 49

Live Oak, Florida 32060

or via email to accountspayable@srwmd.org .

3. This agreement expires on 5/31/2021.
4. Upon completion, provide to the DISTRICT a letter certifying that the project deliverables as described in Exhibit "A" have been completed in compliance with vendor specifications, studies, reports and according to approved plans and per any required

permits or approvals. The final invoice for reimbursement must be submitted to the District for payment within 45 days after final cancelled checks to vendors have been received.

At all times during this contract term, the DISTRICT, through its staff and agents shall have the right to, from time to time, review 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".

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

ATTACHMENT B-1					
SRWMD 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, it will autofill)					
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:	\$ -	\$ -	\$ -	\$ -	\$ -
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>"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					

EXHIBIT C

STATE OF FLORIDA,

DEPARTMENT OF ENVIRONMENTAL PROTECTION

STANDARD GRANT AGREEMENT

AGREEMENT No. WS003