

**MEMORANDUM OF UNDERSTANDING  
DEO INFRASTRUCTURE GRANT AGREEMENT  
NO. G0057**

**THIS MEMORANDUM OF UNDERSTANDING** (the MOU) is made by and between the **CITY OF FORT PIERCE**, a Florida Municipal Corporation (the City or Grantee), and the **FORT PIERCE UTILITIES AUTHORITY**, a municipal authority created by the Charter of the City of Fort Pierce, Florida (FPUA). The City and FPUA are referred to herein as a party, or collectively as the parties.

**RECITALS**

**WHEREAS**, pursuant to section 288.101, Florida Statutes, the City and FPUA submitted a proposal to the Florida Department of Economic Opportunity (DEO) for a grant from the Florida Job Growth Grant Fund for an Industrial Sewer Connection and Septic Tank Closure program;

**WHEREAS**, the proposed Industrial Sewer Connection and Septic Tank Closure Program (the Project) includes construction of sanitary sewer infrastructure and connectivity in the industrial and jobs corridor in Fort Pierce, St. Lucie County that will provide sewer access to 37 industrial parcels, of which 22 parcels are served by existing small, medium and large businesses, providing over 178 acres with access to sanitary sewer service for a safer and cleaner environment, and the opportunity for expansion, growth and new development in a key jobs source center in Fort Pierce, Florida.

**WHEREAS**, based on the submitted proposal, the DEO determined the Project will facilitate the economic development and growth of the State by improving public infrastructure, enhancing workforce training, and promoting economic recovery and diversification;

**WHEREAS**, the City was approved for a grant from the Florida Job Growth Grant Fund in the amount of \$1,917,841.00 for the Project, and the Project will benefit the citizens of Fort Pierce and customers of FPUA;

**WHEREAS**, the City intends to enter into a Florida Job Growth Infrastructure Grant Agreement with the DEO (the Agreement) pursuant to section 288.101, Florida Statutes;

**WHEREAS**, the City and FPUA desire to enter into this MOU and work together to complete the Project and fulfill the requirements of the Agreement, and as more fully described herein, and approved by the DEO pursuant to Section 14 of the Agreement, the City and FPUA intend for FPUA to complete the design and construction of the Project, and the City and FPUA will complete the other tasks required by the Agreement as set forth and described in this MOU;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Fulfillment of Grantee Responsibilities**

The Agreement is a **cost reimbursement** agreement and sets forth various requirements and responsibilities for the successful completion of the Project by the Grantee and the reimbursement of expenses to FPUA for the cost of Project. The parties agree to work together to fulfill all necessary requirements of the Agreement, and each party shall undertake and complete those tasks described herein this MOU as follows:

**(a) FPUA's Responsibilities.** FPUA shall be responsible for the following tasks and deliverables for the Project.

- (i) The design, construction and permitting of the Project, from inception through completion, as described in Exhibit A, Sections 2(a), 2(b) and 2(d), including the issuance of bids, request for proposals (RFP) or other solicitations for the Project, and the award of contracts thereto. FPUA may in its sole discretion subcontract any or all of the work related to the Project, and shall be solely responsible for the selection of contractors, and the issuance of payments for the work completed.
- (ii) Provide the DEO all deliverables and related documentation as described in Exhibit A, Section 4, and send a true and complete copy of said deliverables and documentation to the City.
- (iii) Provide the DEO Quarterly Progress Reports as required by Exhibit A, Section 6(a), and the Close-Out-Report required by Exhibit A, Section 6(b), with a copy to the City. The quarterly reports will include a summary of the project progress, indicating the percentage of completion of each task identified in Exhibit A, Section 4, and the Minority and Service-Disabled Veteran Business Enterprise Report as required in the agreement. The Close-Out Report shall include copies of all paid invoices to document the work completed.
- (iv) FPUA shall prepare and provide the invoices and supporting documentation required by the Agreement, including such other information and documentation requested or required by the DEO, for the remittance of grant funds to the City for payment to FPUA. FPUA will prepare the invoices on behalf of the City and send them to the DEO, with a copy to the City.
- (v) FPUA shall provide the DEO a Certificate of Coverage evidencing the required insurance coverage described in Exhibit A, Section 2(b)(9), with a copy to the City.
- (vi) FPUA agrees to comply with the audit and record keeping requirements of Section 11 of the Agreement, and Part V of Exhibit B, AUDIT REQUIREMENTS.

**(b) The City's Responsibilities.** The City shall be responsible for the following tasks and deliverables for the Project.

- (i) Provide the DEO with the Return on Investment certification of private capital investment, and certification of new jobs and retained jobs as required by Exhibit A, Section 2(c), with copy to FPUA.
- (ii) Submit the Follow-up Reports required by Exhibit A, Section 6(c) including certification of new jobs and retained jobs resulting from the Project, and the amount of private capital investment made and paid for by private business at the location of the Project or in conjunction with the Project. The City will send the reports to the DEO with a copy to FPUA.
- (iii) The City shall provide a Certificate of Coverage evidencing the required insurance coverage described in Exhibit A, Section 2(b)(9).
- (iv) The City agrees to comply with the audit and record keeping requirements of Section 11 of the Agreement, and Part V of Exhibit B, AUDIT REQUIREMENTS.
- (v) As required by Section 14(e) of the Agreement and Section 7 of Exhibit A, Scope of Work, the City shall remit funds received from the DEO to FPUA within (seven) 7 working days of the date it receives funds from the DEO, including any partial or full payments, and provide documentation of such remittances as required by the Agreement.

Any tasks to be completed by the Grantee under the Agreement which are not specifically included or referenced in this MOU shall be completed by the City, with the help and assistance of FPUA as requested by the City; and any tasks to be completed by a subcontractor in the Agreement shall be completed by FPUA or its subcontractor(s), with the help and assistance of the City as requested by FPUA.

2. **One-Time Extension Options under Exhibit A, Section 5(c)**

In the event the parties agree to exercise the one-time option to extend the Completion Date under Exhibit A, Section 5(c) solely because FPUA will be unable to complete the Project on or before the Completion Date (as defined in the Agreement) FPUA shall bear the financial consequences related to the one-time extension request. In the event the parties exercise the one-time extension option under Exhibit A, Section 5(c) to extend the Expiration Date, Job Creation Date, or Capital Investment Date for any reason other than FPUA's failure to complete the Project on or before by the Completion Date, the City shall bear the financial consequences related to the one-time extension request.

3. **General Terms**

This MOU shall be effective upon the date the last party signs, and shall continue until the completion of the project and termination of the Agreement by its terms. This MOU

represents the entire understanding and agreement between the City and FPUA with respect to the subject matter and supersedes any prior or contemporaneous discussions, negotiations, understandings, or representations, whether oral or in writing. The provisions of this MOU may not be amended, altered or changed except in writing signed by the parties. If any provision of this MOU is found to be illegal, void or unenforceable, the remaining provisions shall be interpreted to give full effect to the parties' intent. The failure or delay of either party to exercise any right, remedy, power or privilege under this MOU shall not operate as a waiver thereof, nor shall it be construed as a waiver of any continuing or succeeding breach or of any other right, remedy, power or privilege. Any waiver must be in writing signed by the parties.

[signatures on the following page]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding as of the dates written below:

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF FORT PIERCE**

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
Secretary

**FORT PIERCE UTILITIES AUTHORITY**

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
Fort Pierce Utilities Authority Attorney