

Memorandum of Understanding (MOU)
Between Hernando County BOCC and Utilities
Within Hernando County

WHEREAS the American Rescue Plan Act (ARPA) established the State and Local Fiscal Recovery Funds (SLFRF) to provide vital support to state, local, and tribal governments in responding to the economic impacts of the COVID-19 pandemic;

WHEREAS Hernando County has received SLFRF funds under ARPA to address public health, economic recovery, infrastructure improvements, and other eligible uses in accordance with federal guidelines;

WHEREAS Hernando County BOCC is responsible for managing the distribution of the SLFRF funds within the county for eligible and approved projects;

WHEREAS Utilities has been identified as a recipient for SLFRF funding in the amount of \$500,000.00 to make necessary investments in water and sewer;

WHEREAS both Hernando County BOCC and Utilities agree to collaborate to ensure the proper use, reporting, and compliance of SLFRF funds in accordance with ARPA and SLFRF guidelines, and all applicable federal, state, and county requirements;

Now, therefore, the parties agree as follows:

1. Purpose

This MOU formalizes the transfer of SLFRF funds from Hernando County BOCC to Utilities in the amount of \$500,000.00 to make necessary investments in water and sewer infrastructure. The intended scope of work and deliverables are included as Exhibit A.

2. Responsibilities of the Parties

Hernando County BOCC will:

- Oversee the distribution of SLFRF funds and ensure compliance with SLFRF reporting and expenditure requirements.
- Monitor the use of funds and ensure the alignment with the approved project.

Utilities will:

- Utilize the SLFRF funds exclusively for the agreed-upon purpose, as outlined in this agreement.
- Provide all required documentation, reporting, and compliance materials as per SLFRF and ARPA guidelines.

3. Financial Terms

The total amount of SLFRF funds to be transferred under this MOU is \$500,000.00. Funds must be used in accordance with the project's approved budget and SLFRF requirements.

4. Duration

This MOU shall take effect on 11/19/2024 and remain in effect until December 31, 2026, unless modified or terminated by mutual agreement.

5. Termination

Either party may terminate this agreement with 30 days' written notice.

By signing below, both Hernando County BOCC and Utilities acknowledge and agree to the terms outlined in this Memorandum of Understanding. This MOU represents the entire agreement between the parties regarding the allocation and use of SLFRF funds, and no modifications or amendments will be valid unless made in writing and signed by both parties.

Signatures

Hernando County BOCC

Name: Brian Hawkins

Title: Chairman

Date: 11-19-2024



Hernando County Utilities

Name: Gordon Onderdonk

Title: Hernando County Utilities Director

Date: 11/6/2024

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorneys' Office

Exhibit A: Scope of Work

Introduction

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure.

Scope of Services

Hernando County Utilities Department is obligated \$500,000.00 in SLFRF funds for additional costs associated with existing SLFRF funded water and sewer contracts entered into by December 31, 2024. Obligated funds are to cover increased costs attributable to change orders or contract contingencies.

Such increased costs are not considered new obligations but are instead attributable to a preexisting obligation to accommodate the change or contingency. Additionally, obligated funds may be used to cover the cost of amendments to contracts if the amended contract is within substantially the same scope and for substantially the same purpose as the contract that was incurred by December 31, 2024.