

**FIRST AMENDED MEMORANDUM OF AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, CITY OF BUNNELL,  
CITY OF DELAND, DUNES COMMUNITY DEVELOPMENT DISTRICT, CITY OF  
FLAGLER BEACH, FLAGLER COUNTY, CITY OF LEESBURG, MARION COUNTY,  
CITY OF MT. DORA, CITY OF PALM COAST, ST. JOHNS COUNTY, VOLUSIA  
COUNTY AND THE WATER AUTHORITY OF VOLUSIA FOR THE DEVELOPMENT  
OF A PRELIMINARY DESIGN REPORT  
AND ENCUMBRANCE OF FUNDING  
FOR THE COQUINA COAST SEAWATER DESALINATION  
ALTERNATIVE WATER SUPPLY PROJECT**

This First Amended Memorandum of Agreement is made and entered into by and between the St. Johns River Water Management District (“SJRWMD”), the City of Bunnell, the Dunes Community Development District, Flagler County, the City of Leesburg, the City of Mt. Dora, the City of Palm Coast, and St. Johns County, collectively referred to herein as “Suppliers.” SJRWMD and the Suppliers are collectively referred to herein as “Parties.” The City of DeLand, the City of Flagler Beach, Marion County, Volusia County, and the Water Authority of Volusia are included and designated herein as “ex officio” non-voting members, subject to the terms and conditions contained herein.

**WITNESSETH:**

WHEREAS, a Memorandum of Agreement was executed on June 25, 2008 by and between the Parties and ex officio members, with the exception of the City of Bunnell, the City of Flagler Beach, Volusia County, and the Water Authority of Volusia (“Agreement”); and

WHEREAS, the Parties and ex officio members to the Agreement have agreed to add the City of Bunnell as a Supplier, and the City of Flagler Beach, Volusia County, and the Water Authority of Volusia as ex officio members, subject to the terms and conditions of the Agreement, except as modified hereby.

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby made a part of this agreement, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties and ex officio members, each intending to be legally bound, agree to the following:

1. Except as provided below, the terms and conditions of the Agreement are hereby incorporated herein by reference to the same extent as if set forth herein verbatim.
2. The City of Bunnell is hereby added to this Agreement as a Supplier. The City of Flagler Beach, Volusia County, and the Water Authority of Volusia are hereby added to this Agreement as ex officio members.
3. Paragraph 1 of the Agreement is hereby amended to add subsection (d) as follows:

(d) The Water Authority of Volusia enters into this Agreement as an interlocal governmental entity of the State of Florida created and existing pursuant to section 163.01, Florida Statutes, and pursuant to the authority of section 163.01(7)(b), Florida Statutes.

4. Paragraph 4(b) of the Agreement is hereby amended to read as follows:

(b) The Suppliers agree to the following estimated contributions (Expected Cost plus 20% Contingency):

<u>Suppliers</u>	<u>Maximum Cost (expected cost plus 20% contingency)</u>	
	<u>Phase 1</u>	<u>Total Cost (Phase 1 plus Phase 2)</u>
City of Bunnell	\$22,081	\$188,790
Dunes Community Development District	\$16,250	\$138,943
Flagler County	\$16,599	\$141,924
City of Leesburg	\$123,008	\$1,051,725
City of Mt. Dora	\$88,066	\$752,972
City of Palm Coast	\$350,483	\$2,996,645
St. Johns County	\$102,977	\$880,456
<b>TOTALS:</b>	<b>\$719,464</b>	<b>\$6,151,454</b>

5. Paragraph 7(i) of the Agreement is hereby amended to read as follows:

(i) Receive and account for funds from Suppliers, SJRWMD, and other sources. In submitting invoices to SJRWMD, the PA shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, the District may require and the PA shall provide additional supporting information to document invoices. **Failure to submit the final invoice within 120 days after receipt of the final invoice from the Consultant shall be a forfeiture of any remaining amount due from the DISTRICT under this Agreement.** All invoices shall include the following information: (1) contract number; (2) the PA's name and address (include remit address, if necessary); (3) SJRWMD Project Manager; (4) the PA's Project Manager; (5) supporting documentation as to cost and/or project completion. The PA shall bill SJRWMD in accordance with the cost schedule that shall be developed in the contract between the PA and the Consultant ("Cost Schedule"). The Cost Schedule shall require the submittal of itemized monthly or "percentage of task complete" invoices based upon the actual portion of the work performed. The PA shall separately account for the cost of the work performed by the

Consultant and the cost of the administrative work performed by the PA. Billing for the PA's administrative expenses shall include adequate documentation as to the nature of the work performed and the time expended. Billing for outside legal services shall include an itemized statement of the nature of the work performed and the time expended. All documentation required for verification of invoices, including approval of payment to consultant by the PA, shall be received and approved by SJRWMD prior to release of payment. Invoices that do not correspond to the Cost Schedule or other requirements of this paragraph will be returned to the PA without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. SJRWMD may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect SJRWMD from loss as a result of defective Work performed by the Consultant and not remedied. Amounts withheld shall not be considered due and shall not be paid until the ground for withholding payment has been remedied.

6. Paragraph 9 of the Agreement is hereby amended to add subsection (h) as follows:
  - (h) Any ex officio member may terminate its participation in this Agreement with or without cause by giving thirty (30) days written notice to the Parties.
7. Tables 2 through 5 of Exhibit 2 of the Agreement are amended to read as indicated on attached Exhibit 1.

IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Agreement on the date signed by each.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Attorney

CITY OF BUNNELL (SUPPLIER)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Attorney

DUNES COMMUNITY DEVELOPMENT  
DISTRICT (SUPPLIER)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Attorney

FLAGLER COUNTY (SUPPLIER)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
County Attorney

CITY OF LEESBURG (SUPPLIER)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
City Attorney

CITY OF MT. DORA (SUPPLIER)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
City Attorney

CITY OF PALM COAST (SUPPLIER)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
City Attorney

ST. JOHNS COUNTY (SUPPLIER)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
County Attorney

CITY OF DELAND (EX OFFICIO)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
City Attorney

CITY OF FLAGLER BEACH (EX OFFICIO)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
City Attorney

MARION COUNTY (EX OFFICIO)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
County Attorney

VOLUSIA COUNTY (EX OFFICIO)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
County Attorney

WATER AUTHORITY OF VOLUSIA (EX OFFICIO)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Attorney

**FIRST AMENDMENT: EXHIBIT 1**

**Exhibit 2, FINANCIAL PARTICIPATION BY PARTIES**

**Table 2. Coquina Coast Seawater Desalination Project Cost Apportionment Phase 1**

Coquina Coast Phase 1 PDR Cost Projection												
Component		Low (-20%)	Expected	Maximum (+20%)								
Facilities Plan		625,680	782,100	938,520		<b>Ad valorem Funding</b>  <b>30%</b>						
EID												
EIS												
<b>PDR/NEPA Cost Projection</b>		<b>625,680</b>	<b>782,100</b>	<b>938,520</b>		<b>Admin costs reimbursed to Palm Coast (1 year)</b>  <b>25,000</b>						
Less Cooperative Funding		(187,704)	(234,630)	(281,556)								
Maximum Admin Reimburse to Palm Coast		25,000	25,000	25,000		<b>SJ-Provided Project Manager</b>  <b>37,500</b>						
SJ-Provided Project Manager		37,500	37,500	37,500								
<b>Partners' Share</b>		<b>500,476</b>	<b>609,970</b>	<b>719,464</b>								
SJRWMD In-Kind Services 3%		18,770	23,463	28,156								
<b>Total Cost</b>		<b>644,450</b>	<b>805,563</b>	<b>966,676</b>								
<b>Cost Shares</b>												
Cost Share Calculations								Partners' Cost Share				
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER	
Bunnell	1	0.45	0.63	1.43%	0.35%	1.29%	3.07%	\$ 15,360	\$ 18,720	\$ 22,081	Bunnell	
Dunes CDD	1	0.41	0.25	1.43%	0.32%	0.51%	2.26%	\$ 11,304	\$ 13,777	\$ 16,250	Dunes CDD	
Flagler County	1	0.08	0.40	1.43%	0.06%	0.82%	2.31%	\$ 11,547	\$ 14,073	\$ 16,599	Flagler County	
Leesburg	1	7.06	5.00	1.43%	5.46%	10.21%	17.10%	\$ 85,567	\$ 104,288	\$ 123,008	Leesburg	
Mt. Dora	1	3.42	4.00	1.43%	2.64%	8.17%	12.24%	\$ 61,261	\$ 74,664	\$ 88,066	Mt. Dora	
Palm Coast	1	8.34	20.00	1.43%	6.45%	40.84%	48.71%	\$ 243,804	\$ 297,143	\$ 350,483	Palm Coast	
St. Johns County	1	6.10	4.00	1.43%	4.72%	8.17%	14.31%	\$ 71,633	\$ 87,305	\$ 102,977	St. Johns County	
<b>TOTAL</b>	<b>7</b>	<b>25.86</b>	<b>34.28</b>	<b>10.00%</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 500,476</b>	<b>\$ 609,970</b>	<b>\$ 719,464</b>	<b>TOTAL</b>	

**Exhibit 2, FINANCIAL PARTICIPATION BY PARTIES**

**Table 3. Coquina Coast Seawater Desalination Project Cost Apportionment Land-based Phase 2:**

Coquina Coast PDR Land-Based Phase 2 and NEPA Cost Projection												
Component		Low (-20%)	Expected	Maximum (+20%)								
Facilities Plan (including minimum pilot testing)		2,398,713	2,998,391	3,598,069		<b>Ad valorem Funding</b>  <b>30%</b>						
Additional Pilot Testing (if necessary)		520,000	650,000	780,000								
EID (5% less than with Marion)		779,483	974,354	1,169,225								
EIS (5% less than with Marion)		1,272,747	1,590,934	1,909,120								
<b>PDR/NEPA Cost Projection</b>		<b>4,970,943</b>	<b>6,213,679</b>	<b>7,456,415</b>								
Less Cooperative Funding		(1,491,283)	(1,864,104)	(2,236,924)		<b>Admin costs reimbursed to Palm Coast (4 year)</b>  <b>100,000</b>						
Maximum Admin Reimburse to Palm Coast		100,000	100,000	100,000	5,219,490							
SJ-Provided Project Manager		112,500	112,500	112,500	5,331,990							
<b>Partners' Share</b>		<b>3,692,160</b>	<b>4,562,075</b>	<b>5,431,990</b>		<b>SJ-Provided Project Manager</b>  <b>112,500</b>						
SJRWMD In-Kind Services 3%		149,128	186,410	223,692								
<b>Total Cost</b>		<b>5,120,071</b>	<b>6,400,089</b>	<b>7,680,107</b>								
Cost Shares												
Cost Share Calculations								Partners' Cost Share				
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER	
Bunnell	1	0.45	0.63	1.43%	0.35%	1.29%	3.07%	\$ 113,314	\$ 140,012	\$ 166,709	Bunnell	
Dunes CDD	1	0.41	0.25	1.43%	0.32%	0.51%	2.26%	\$ 83,395	\$ 103,043	\$ 122,692	Dunes CDD	
Flagler County	1	0.08	0.40	1.43%	0.06%	0.82%	2.31%	\$ 85,184	\$ 105,255	\$ 125,325	Flagler County	
Leesburg	1	<b>7.06</b>	5.00	1.43%	5.46%	10.21%	17.10%	\$ 631,255	\$ 779,986	\$ 928,717	Leesburg	
Mt. Dora	1	3.42	4.00	1.43%	2.64%	8.17%	12.24%	\$ 451,941	\$ 558,423	\$ 664,906	Mt. Dora	
Palm Coast	1	8.34	20.00	1.43%	6.45%	40.84%	48.71%	\$ 1,798,614	\$ 2,222,388	\$ 2,646,162	Palm Coast	
St. Johns County	1	6.10	4.00	1.43%	4.72%	8.17%	14.31%	\$ 528,458	\$ 652,969	\$ 777,480	St. Johns County	
<b>TOTAL</b>	<b>7</b>	<b>25.86</b>	<b>34.28</b>	<b>10.00%</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 3,692,160</b>	<b>\$ 4,562,075</b>	<b>\$ 5,431,990</b>	<b>TOTAL</b>	

**Exhibit 2, FINANCIAL PARTICIPATION BY PARTIES**

**Table 4. Coquina Coast Seawater Desalination Project Cost Apportionment Ship-based Phase 2**

Coquina Coast PDR Ship-Based Phase 2 and NEPA Cost Projection												
Component		Low (-20%)	Expected	Maximum (+20%)								
Facilities Plan		1,112,474	1,390,593	1,668,712		<b>Ad valorem Funding</b>  <b>30%</b>						
EID		453,370	566,713	680,056								
EIS												
<b>PDR/NEPA Cost Projection</b>		<b>1,565,845</b>	<b>1,957,306</b>	<b>2,348,767</b>		<b>Admin costs reimbursed to Palm Coast (4 year)</b>  <b>100,000</b>						
Less Cooperative Funding		(469,753)	(587,192)	(704,630)								
Maximum Admin Reimburse to Palm Coast		100,000	100,000	100,000								
SJ-Provided Project Manager		112,500	112,500	112,500		<b>SJ-Provided Project Manager</b>  <b>112,500</b>						
<b>Partners' Share</b>		<b>1,308,591</b>	<b>1,582,614</b>	<b>1,856,637</b>								
SJRWMD In-Kind Services 3%		46,975	58,719	70,463								
<b>Total Cost</b>		<b>1,612,820</b>	<b>2,016,025</b>	<b>2,419,230</b>								
<b>Cost Shares</b>												
<b>Cost Share Calculations</b>								<b>Partners' Cost Share</b>				
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER	
Bunnell	1	0.45	0.63	1.43%	0.35%	1.29%	3.07%	\$ 40,161	\$ 48,571	\$ 56,981	Bunnell	
Dunes CDD	1	0.41	0.25	1.43%	0.32%	0.51%	2.26%	\$ 29,557	\$ 35,746	\$ 41,936	Dunes CDD	
Flagler County	1	0.08	0.40	1.43%	0.06%	0.82%	2.31%	\$ 30,191	\$ 36,514	\$ 42,836	Flagler County	
Leesburg	1	<b>7.06</b>	5.00	1.43%	5.46%	10.21%	17.10%	\$ 223,732	\$ 270,582	\$ 317,432	Leesburg	
Mt. Dora	1	3.42	4.00	1.43%	2.64%	8.17%	12.24%	\$ 160,179	\$ 193,721	\$ 227,263	Mt. Dora	
Palm Coast	1	8.34	20.00	1.43%	6.45%	40.84%	48.71%	\$ 637,473	\$ 770,961	\$ 904,450	Palm Coast	
St. Johns County	1	6.10	4.00	1.43%	4.72%	8.17%	14.31%	\$ 187,298	\$ 226,519	\$ 265,740	St. Johns County	
<b>TOTAL</b>	<b>7</b>	<b>25.86</b>	<b>34.28</b>	<b>10.00%</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 1,308,591</b>	<b>\$ 1,582,614</b>	<b>\$ 1,856,637</b>	<b>TOTAL</b>	

**Exhibit 2, FINANCIAL PARTICIPATION BY PARTIES**

**Table 5. Coquina Coast Seawater Desalination Project Cost Apportionment Additional Pilot Testing**

Additional Pilot Testing (If necessary)											
Component		Low (-20%)	Expected	Maximum (+20%)							
Facilities Plan		520,000	650,000	780,000	Ad valorem Funding  <b>30%</b>						
EID											
EIS											
<b>PDR/NEPA Cost Projection</b>		<b>520,000</b>	<b>650,000</b>	<b>780,000</b>	Admin costs reimbursed to Palm Coast (4 year)  <b>0</b>						
Less Cooperative Funding		(156,000)	(195,000)	(234,000)							
Maximum Admin Reimburse to Palm Coast		0	0	0							
SJ-Provided Project Manager		0	0	0							
<b>Partners' Share</b>		<b>364,000</b>	<b>455,000</b>	<b>546,000</b>	SJ-Provided Project Manager  <b>0</b>						
SJRWMD In-Kind Services 3%		15,600	19,500	23,400							
<b>Total Cost</b>		<b>535,600</b>	<b>669,500</b>	<b>803,400</b>							
Cost Shares											
Cost Share Calculations								Partners' Cost Share			
SUPPLIER	Ante	2006 <sup>1</sup> Actual Usage	Projected AWS 2030 <sup>1</sup> Need	Ante Share (10%)	2006 Usage Share (20%)	Projected AWS Need Share (70%)	Composite Share	Low (Expected minus 20%)	Expected	Maximum (Expected plus 20%)	SUPPLIER
Bunnell	1	0.45	0.63	1.43%	0.35%	1.29%	3.07%	\$ 11,171	\$ 13,964	\$ 16,757	Bunnell
Dunes CDD	1	0.41	0.25	1.43%	0.32%	0.51%	2.26%	\$ 8,222	\$ 10,277	\$ 12,332	Dunes CDD
Flagler County	1	0.08	0.40	1.43%	0.06%	0.82%	2.31%	\$ 8,398	\$ 10,498	\$ 12,597	Flagler County
Leesburg	1	7.06	5.00	1.43%	5.46%	10.21%	17.10%	\$ 62,234	\$ 77,792	\$ 93,351	Leesburg
Mt. Dora	1	3.42	4.00	1.43%	2.64%	8.17%	12.24%	\$ 44,556	\$ 55,695	\$ 66,833	Mt. Dora
Palm Coast	1	8.34	20.00	1.43%	6.45%	40.84%	48.71%	\$ 177,320	\$ 221,651	\$ 265,981	Palm Coast
St. Johns County	1	6.10	4.00	1.43%	4.72%	8.17%	14.31%	\$ 52,099	\$ 65,124	\$ 78,149	St. Johns County
<b>TOTAL</b>	<b>7</b>	<b>25.86</b>	<b>34.28</b>	<b>10.00%</b>	<b>20.00%</b>	<b>70.00%</b>	<b>100.00%</b>	<b>\$ 364,000</b>	<b>\$ 455,000</b>	<b>\$ 546,000</b>	<b>TOTAL</b>