Fort Pierce Utilities Authority
206 South 6th Street
Fort Pierce, FL 34950
772.466.1600

FORT PIERCE UTILITIES AUTHORITY BOARD
REGULAR MEETING
AGENDA

TUESDAY
December 3, 2024 - 4:00 PM
Fort Pierce City Commission Chambers
100 North US Highway 1
Fort Pierce, FL 34950

MEETING TO ORDER

Opening Prayer by Jason Mittler, FPUAnet Manager.

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. SET THE AGENDA

B. COMMENTS FROM THE PUBLIC:

C. APPROVAL OF MINUTES:

1. Approval of Meeting Minutes
   Approve Meeting Minutes of the Regular Meeting of November 19, 2024.

D. CONSENT AGENDA:

1. Builders Agreement for Beach Pines at Indrio Road
   Approve the Builder/Developer agreement with Satcomm Builders, Inc. of Port St. Lucie, Florida.
2. August 2024 Financial Operating Results
   For information only.
3. Emergency Standby Food Catering Services
   ITB No. 25-07: Approve award of Bid and Contracts with 1) Double Stella, Inc. dba Think Greek, Port Saint Lucie, Florida, 2) Arthur's Catering, Inc., Altamonte Springs, Florida, 3) Hutson Food Services, Inc dba Levans Catering, Winter Springs, Florida 4) GFP Enterprises, LLC, Sisters, Oregon in an amount not to exceed $200,000 annually for each vendor, for emergency standby food catering services. The initial term of these Contracts will be from October 1, 2024 to December 31, 2029, contingent on receiving the required Certificate(s) of Insurance at time of event.
4. Social Media Platform Professional Archiver
   PO No. C-43594: Approve the purchase of social media archive services with Smarsh Inc. of Portland, Oregon in an amount not to exceed $3,150 for a two year period.
5. Meteorological Services

POA No. 25-32-015: Approve Exhibit A for the subscription to WeatherSentry Online from DTN, LLC of Omaha, Nebraska, in an amount not to exceed $225.75 per month for the first year, $237.04 per month for the second year, and $248.89 per month the third year, for a total of $8,540.16 over the three-year period, including maintenance and support from February 1, 2025 to January 31, 2028, with annual renewal options.

6. Emergency Sewer Main Repair on US 1 & Ave C
   Approve this emergency repair completed in September 2024 in the amount of $56,638.00.
7. Section 125 Plan Documents
   Accept proposal for Section 125 Summary Plan Description preparation/restatement as required by Section 125 of the Internal Revenue Code.
8. Cyber Security Renewal 01/09/25 to 01/08/28
   POA 24-10: Approve a three-year Contract for Cyber Security with Sentinel Technologies, Inc. of Downers Grove, Illinois in the amount not to exceed $268,043.40, through the OMNIA Partners, (TDSynnex) contract OMNIA-R200803 Contract. The term of if this Contract will be January 9, 2025 through January 8, 2028.
9. Phase 1 - Sentinel Cybersecurity and Office 365 Migration
   POA No. 24-10: Approve the Contract for Phase 1 Sentinel Cybersecurity and Office 365 Migration with Sentinel Technologies of Downers Grove, Illinois in an amount not to exceed $336,048.20, through the OMNIA Partners, (TDSynnex) contract OMNIA-R200803.

E. REGULAR AGENDA:

1. Bill Comparison for the Month of September 2024
   For information only.

F. DIRECTOR COMMENTS:

G. ATTORNEY COMMENTS:

H. BOARD MEMBER COMMENTS:

I. ADJOURN:

AGENDA ITEM NO. C.1

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

FROM: Grisel Cortes, Director of Utilities

DATE: December 3, 2024

SUBJECT: Approval of Meeting Minutes

RECOMMENDATION:

Approve Meeting Minutes of the Regular Meeting of November 19, 2024.

ATTACHMENTS:

11-19-24 Meeting Minutes NEEDS SIGNATURE.pdf

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY BOARD, TUESDAY, NOVEMBER 19, 2024, 4:00 PM, CITY COMMISSION CHAMBERS.

Members Present: Barbara Bennett, Hank Fee, Kristina Gibbons, Larry Lammers, Linda W Cox

Excused Absence: Linda Hudson

Mr. Chairman, I would like to confirm that we have achieved a quorum for today's meeting. We have four voting members present, which meets the required 3 members as per our charter and one ex-officio member present.

MEETING TO ORDER

Opening Prayer by Jason Mittler, FPUAnet Manager.

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. **SET THE AGENDA**

A motion was made by Hank Fee, seconded by Kristina Gibbons, and unanimously carried to set agenda.

B. **COMMENTS FROM THE PUBLIC:**

C. **APPROVAL OF MINUTES:**

1. Approval of Meeting Minutes
   Approve Minutes of the Regular Meeting of October 15, 2024.

A motion was made by Kristina Gibbons, seconded by Hank Fee, and unanimously carried to approve Meeting Minutes of the Regular Meeting of October 15, 2024.

D. **CONSENT AGENDA:**

A motion was made by Hank Fee, seconded by Barbara Bennett, and unanimously carried to approve consent agenda.

1. Janitorial Services at WRF, Facilities, & LSA
   Bid No. 22-01A: Approve Amendment No. 1 to the Janitorial Services Contract with Clean Space, Inc. of Coral Springs, Florida to (1) increase the not to exceed amount from $32,482.56 annually to not to exceed $35,081.28 annually and (2) extend the contract term to March 6, 2027.

2. Janitorial Services for the Water Treatment Plant and Todd Station Contract Amendment No. 1
   POA 22-01: Approve Amendment No. 1 to the Janitorial Services Contract with Clean Space, Inc. of Coral Springs, Florida to allow for (1) Bid No. 22-01A: Approve Amendment No. 1 to the Janitorial Services Contract with Clean Space, Inc. of Coral Springs, Florida to (1) increase

the not to exceed amount from $28,090.80 annually to not to exceed $30,338.16 annually and (2) extend the contract term to March 6, 2027.

3. Janitorial Services and Exterior Window Cleaning at the Energy Services Center Bid No. 22-01: Approve Amendment No. 3 to the Janitorial Services Contract with Morivalous Cleaning, Inc. of Fort Pierce, Florida to (1) increase the contract amount from not to exceed $84,635.57 annually to not to exceed $87,597.81 annually to accommodate a 3.5% rate increase and (2) extend the contract term to terminate March 6, 2027.

4. Janitorial Services for the Administration and Annex Buildings
   Bid No. 22-01A: Approve Amendment No. 2 to the Janitorial Services Contract with Stratus Building Solutions of Palm Beach, Florida to (1) increase the not to exceed amount from $$75,053.20 annually to not to exceed $$77,211.76 annually and (2) extend the contract term through March 6, 2027.

5. Ice Machine & Refrigeration Maintenance, Repairs & Parts Contract Amendment No. 1
   RFQ No. 24-35-005: Approve Amendment No. 1 to Complete Restaurant Equipment, LLC dba Service Refrigeration of Vero Beach, Florida, to increase the not to exceed contract amount by $7,250 from $17,750.00 to $25,000.00 annually.

6. Purchase of Property 2409-232-0007-0003 for the Wastewater Conveyance System
   To approve the vacant land contract for the purchase of parcel 2409-232-0007-0003 for $140,000.00 and closing costs of $2,158.50 totaling $142,158.50.

7. Vendor Agreement to Provide Manatee Center Internships
   Approve the FY25 Worksite Agreement for Career Resources to provide the Manatee Center with interns.

8. N. Causeway Bridge Replacement Vibration and Settlement Monitoring Services - Amendment No. 1
   POA No. 24-66-007: Approve Amendment No. 1 to the North Causeway Bridge Replacement Vibration Monitoring Services Contract with Pacifica Engineering Services LLC, Inc., of Delray Beach, Florida, to increase the not to exceed contract amount by $10,600, from $10,500 to $21,100 and to extend the term date to September 30, 2025.

9. Cable for Inventory
   POA 22-47: Approve the purchase of 600V-rated 350MCM Aluminum Triplex underground electric cable for inventory, in an amount not to exceed $80,424, from American Wire Group, LLC, of Aventura, Florida, through the Florida Municipal Power Agency (FMPA) Joint Purchasing Project (JPP) No. ITB2021-006.

10. Grant Agreement with IRSC as a Pass-Through from Department of Commerce for $120,376 to Install Fiber
    Approve the Grant Subagreement with Indian River State College (IRSC) for deploying FPUAnet fiber infrastructure in Lincoln Park area surrounding the IRSC Blackburn Facility, in the amount of $120,376.00. The grant will be effective upon execution and end on June 30, 2025.

11. Post-Budgeted Project to Build Grant-Funded Public Wi-Fi

Approve Post Budget Project in the amount of $120,376 to install fiber optic infrastructure and free Public Wi-Fi with grant funds throughout the Fort Pierce Housing Authority Project between Ave D, Pioneer Park, 29th St and Canal.

12. Specific Authorization SA 56-EDC-24-01 North Gas Gate Station Property Planning
    POA No. 22-53: Approve Specific Authorization No. SA-56-EDC-24-01, for the Proposal for Preparation of Construction Plans and Permitting for the acquisition of property to build the North Gas Gate Station, with Engineering Design & Construction, Inc., of Port St. Lucie, Florida, in an amount not to exceed $47,375. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receipt of the required Certificate(s) of Insurance.

13. FME Software License Agreement
    POA 25-32-003: Approve the purchase of a FME Software License Agreement, from Safe Software Inc. of Surrey, British Columbia in an amount not to exceed $15,000.

14. Refurbish, Repair, and Disposal of Transformers
    POA 25-11: Approve the Contracts for the Refurbish, Repair and Disposal of Transformers with the following three contractors for a total amount not to exceed $150,000 annually: 1) Florida Transformer LLC, dba Emerald Transformer, of McKinney, Texas, 2) Sunbelt Solomon Services, LLC, of Solomon, Kansas, and (c) Electrical Engineering Enterprises, Inc., of Tampa, Florida in an amount not to exceed $50,000 each annually; through participation in the Florida Municipal Power Agency (FMPA) Joint Purchase ITB No. 2024-105. The term of these agreements will be from October 1, 2024 thru June 30, 2027, with extensions by mutual consent.

15. WTP Control Room Renovations 2nd Floor - Amendment No. 1
    RFP 24-18: Approve Amendment No. 1 to the Water Treatment Plant Control Room Renovations Contract with Don Hinkle Construction Inc., of Hutchinson Island, Florida to 1) increase the not to exceed Contract amount by $116,880.00 from $195,225.50 to $312,105.50 and 2) maintain the current $20,000.00 additional funding for contingencies.

16. Hurricane Milton Employee Appreciation Luncheon
    Approve the contract for food catering services with Big Worm BBQ, LLC or for Pierce in the amount of $2,000.
    Approve the contract for food catering services with Double Stella, Inc. dba Think Greek of Port St. Lucie, FL. in the amount of $2,700.00.
    Approve the contract for food catering services with Ta'Rico Family Corporation of Fort Pierce, Fl. in the amount of $1,150.00.

17. Resolution UA 2024-11 for the Appointment of Member to the Utility Advisory Committee Approve Resolution UA 2024-11 to appoint one (1) new member to the Utility Advisory Committee.

18. Padmount Distribution Regulator
    Approve Post Budgeted Project/Budget Request for the Padmount Distribution Regulator in the amount of $380,000.

E. REGULAR AGENDA:

1. Letter of Gratitude from Treasure Coast Food Bank Letter of thanks for information only.
   Presented by Grisel Cortes

2. Presentation of the Utility Advisory Committee FY2025 Annual Work Plan
   For Information Only
   Presented by Rachel Tennant and Leslie Olsen

3. Modified Amendment No 2 to FDEP Grant Agreement
   Staff requests Board approval of modified Amendment #2 to the Grant Agreement to add $10,381,561 to the amount of grant funds received from the FDEP, resulting in a grant value of $26,363,122 toward the MWRF Construction.

A motion was made by Hank Fee, seconded by Kristina Gibbons, and unanimously carried to approve Modified Amendment No. 2 to FDEP Grant Agreement.

4. Lead & Copper Rule: Working Together for Safe, Clean Water.
   For Information Only
   Presented by John Biggs and Rachel Tennant

5. Purchase Property for Development of North Gas Gate Station
   Approve the Purchase and Sale Agreement with Bernard A. Egan Groves, Inc., of Fort Pierce, FL in the amount of $245,000 for procurement of land to install a new Gas Gate Station as part of FPUA's North Gas Expansion.

A motion was made by Hank Fee, seconded by Kristina Gibbons, and unanimously carried to approve Purchase of Property for Development of North Gate Gas Station.

6. Status update on the Electric Power Cost Adjustment for September 2024
   Staff is recommending an increase to the Power Cost Adjustment of $1.50 per 1,000KWh, from a negative $3.00 to a negative $1.50 per 1,000KWh effective January 1, 2025.

A motion was made by Hank Fee, seconded by Barbara Bennett, and unanimously carried to approve to increase the Power Cost Adjustment (PCA) by $1.50 from negative $3.00 to negative $1.50 effective January 1, 2025.

7. Resolution No. UA 2024-12 Superseding the General Rules & Regulations Set Forth in Resolution No 2009-13
   Mrs. Cortes read into the record "A RESOLUTION SETTING FORTH THE GENERAL RULES AND REGULATIONS GOVERNING THE PROVISION OF UTILITY SERVICE BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII, SUPERSEDING AND RESCINDING THOSE GENERAL RULES AND REGULATIONS GOVERNING THE PROVISION OF UTILITY SERVICE SET FORTH IN RESOLUTION NO. 2009-13 OF FORT PIERCE UTILITIES AUTHORITY, AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

   A motion was made by Kristina Gibbons, seconded by Hank Fee, and unanimously carried to adopt Resolution No. UA 2024-12 Superseding the General Rules & Regulations Set Forth in Resolution No. 2009-13.

8. Employee Agreement for Stephanie A. Beskovoyne as General Counsel
Approve the Employment Agreement for Stephanie A. Beskovoyne as General Counsel.

A motion was made by Hank Fee, seconded by Kristina Gibbons, and unanimously carried to approve the Employment Agreement with Stephanie A. Beskovoyne for General Counsel.

F. **DIRECTOR COMMENTS:**
Mr. Cisneros provided an updated on the City Commission's approval of the Memorandum of Understanding related to the annual distribution; St Lucie County Human Resources Association Best Places to Work recepient, public records training by Mr. O'Hagan, and next Board Meeting scheduled for December 3, 2024 at 4:00 pm.
Thank you to Seacoast Bank and Pelican Yacht Club for sponsoring an appreciation luncheon in response to Hurricane Milton.

G. **ATTORNEY COMMENTS:**

H. **BOARD MEMBER COMMENTS:**
Thank you to Jody Finklea and Dan O'Hagan for serving as Special Counsel

I. **ADJOURN:**
Meeting adjourned at 5:56

ATTEST:

_____ _____

SECRETARY CHAIRMAN

Note: These minutes are not verbatim, only important issues and motions are reproduced in writing for the benefit of the Fort Pierce Utilities Authority and Board Members. The recording itself is the official record for the meeting.

AGENDA ITEM NO. D.1

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Craig Crawford, Director of Electric & Gas Systems

FROM: Fred Gaddis, Gas Operations

DATE: December 3, 2024

SUBJECT: Builders Agreement for Beach Pines at Indrio Road

PRESENTER(S): Fred Gaddis

RECOMMENDATION:
Approve the Builder/Developer agreement with Satcomm Builders, Inc. of Port St. Lucie, Florida.

SUMMARY/SUPPORTING INFORMATION:
Staff has been working with Satcomm Builders for 3 years to provide a tankless water heater in every unit, planned for development, at "Beach Pines" located at Indrio Road. The cost of the infrastructure is approximately $68,000, with Primoris contracted for the installation. Based on the usage anticipated for the facility, our payback for capital cost is at 4 years and for that reason we are not asking for any aid to construction. The development will bring 75 new Natural Gas customers to FPUA.

ALTERNATIVES (IF ANY):
Revise Builder/Developer Agreement at Board's direction.

ATTACHMENTS:
Gas Utility Agreement v2.pdf

BUILDER/DEVELOPER NATURAL GAS AGREEMENT

THIS BUILDER/DEVELOPER NATURAL GAS AGREEMENT ("Agreement") is made and entered into effective this 13th day of September, 2024 (the "Effective Date"), by and between Fort Pierce Utilities Authority ("FPUA") and "Satcomm Builders Inc", a "Florida" Corporation ("Developer") (FPUA and Developer may sometimes be collectively referred to as the "Party" or "Parties").

WITNESSETH

WHEREAS, Developer intends to develop a community known as "Beach Pines At Indrio" in St. Lucie County, Florida (the "Community").

WHEREAS, upon that certain parcel of real property located within the Community and more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), Developer intends to develop one or more phases of the Community, which phase or phases shall consist of approximately "Seventy five (75)" total residences (each, a "Home" and collectively, the "Homes") together with other improvements and facilities associated therewith (collectively, the "Project"), in which phase or phases Developer desires to make natural gas service available to all or certain Homes pursuant to the terms and conditions hereof.

WHEREAS, in connection with Developer's development of the Project, FPUA and Developer have agreed that FPUA will install a natural gas distribution system within the Project for the provision of natural gas service, pursuant to the terms and conditions hereinafter set forth.

WHEREAS, FPUA is a public utility whose obligation and authority to serve natural gas customers is regulated by the Florida Public Service Commission or its successors (the "FPSC"). The FPSC also has jurisdiction over FPUA's service, safety and related matters. The Project is located within FPUA's service territory.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, FPUA and Developer hereby agree as follows.

1. **Installation of Gas Distribution System**.

1.1. Installation. In reliance of Developer's agreements, representations and warranties set forth herein, FPUA agrees to install a natural gas distribution system within the Project in accordance with the design, plans and specifications agreed to by the Parties (the "System Plans"), which System Plans shall include all distribution lines, meters and ancillary improvements and facilities (collectively, the "Gas Distribution System") as FPUA deems reasonably necessary to provide natural gas service up to the meter of each Home constructed during the term of this Agreement as a Gas Compliant Unit ("GCU", as defined below) in conformity with Section 2. If agreed to by the Parties on or prior to the Effective Date, the System Plans shall be that which is set forth in Exhibit "B", attached hereto and incorporated herein by this reference. If the System Plans have not been agreed to by the Parties at or prior to the Effective Date, then prior to commencing installation of the Gas Distribution System, FPUA shall provide FPUA's proposed System Plans for Developer's review and approval, which approval shall not be unreasonably withheld,

conditioned or delayed. Unless otherwise expressly set forth in this Agreement, the Gas Distribution System does not include any Internal Piping (as defined herein) and FPUA has no obligation to install or maintain such Internal Piping under the terms of this Agreement or otherwise. Further, FPUA shall not be obligated to install a Gas Distribution System or to provide natural gas service in any phase of the Community other than those in the Project, absent written agreement by both Parties.

1.2. Location. If the location of the Gas Distribution System has been determined by the Effective Date, then Exhibit "B" shall also include the location of the Gas Distribution System. Except to the extent already included in a recorded plat for the Project or otherwise agreed to herein as part of Exhibit "B", the location of the gas lines and all infrastructure and improvements relating to the Gas Distribution System shall be identified by Seller within a commercially reasonable time after the Effective Date, and written notice of such proposed location shall be provided to FPUA ("Proposed Location Notice"). It shall be Developer's responsibility for ensuring that the proposed location of the Gas Distribution System within the boundaries of the Property (whether such location is platted, incorporated into Exhibit "B" or otherwise determined in accordance with this Section 1.2) complies with all Laws (defined below) and does not interfere with the rights of any third parties of which Developer has actual knowledge or under any instrument recorded in the public records of the county in which the Project is located. Upon completion of installation of each three thousand (3,000) linear feet of the Gas Distribution System (each being a "Completed Portion"), FPUA shall commence restoration of those portions of the Project disturbed by FPUA during installation of the Completed Portion and shall continue diligently such restoration work until complete. Restoration work shall be completed so that the surface of the land shall be restored to substantially the same condition existing immediately prior to commencement of the installation of the Completed Portion or, if it is not reasonably practicable to restore the surface to such condition, then FPUA shall restore the surface to a condition such that Developer can proceed with development of the Project. In no event shall FPUA be required to replace, replant or restore any vegetation, or landscaping or natural areas in accordance with the foregoing.

1.3. FPUA Access to the Project; Associated Easements.

1.3.1. Developer represents that it owns and has legal title to the real property on which the Project will be constructed, including without limitation, the location of the Gas Distribution System pursuant to Section 1.2 above. Developer further represents that it has the authority to develop the Project, and to enter into and effectuate all of its obligations under this Agreement. Developer agrees to provide or cause to be provided to FPUA and its employees, contractors, subcontractors and agents adequate physical and legal access to all areas of the Project where the Gas Distribution System is to be installed or as are reasonably necessary for FPUA and its employees, contractors, subcontractors, and agents to install, operate, maintain and replace the Gas Distribution System (the "Easement"). If the Easement is not already provided to FPUA pursuant to a recorded plat, then Developer shall execute and deliver the an easement agreement granting the Easement in favor of FPUA, in such form reasonably requested by FPUA ("Easement Agreement"), not later than fifteen (15) days after Developer approves the location of all or any portion of the Gas Distribution System (in accordance with Section 1.2 hereof).

1.3.2. If a plat for the Project has been recorded as of the Effective Date, then simultaneous with the execution hereof, Developer will provide a copy of said recorded plat to FPUA. If a plat for the Project has not yet been recorded as of the Effective Date, then Developer will provide FPUA a copy of any proposed plat of the Project at least ten (10) days prior to submission of the Plat for approval by the appropriate governing authorities. Said proposed plat shall be subject to FPUA's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted if not denied in writing within ten (10) days after FPUA's receipt thereof. The plat or proposed plat must depict the streets, lots and easements to be located within Project, and the location of the Easement in which the Gas Distribution System is or will be located (the "Plat") according to this Agreement. Once the Plat has received all necessary governmental approvals, Developer shall have the Plat recorded in the public records of the county in which the Project is located, and will provide FPUA a copy of the recorded Plat within ten (10) days after recording. If Developer grants the Easement to FPUA via a general purpose utility easement dedicated in the Plat for the provision of all utilities (the "General Utility Easement"), Developer is deemed by this Agreement to have represented and warranted to FPUA that FPUA is entitled to use such General Utility Easement for the installation, operation, maintenance, repair and replacement of the Gas Distribution System within the Project. Except for easements that Developer has the sole power and authority to grant or that is expressly set forth in Section 1.3.4 below, Developer hereby represents that no additional easements are necessary from Developer or any third party for FPUA to install, operate, maintain, repair and replace the Gas Distribution System within the Project. If FPUA reasonably determines at any time that additional easements within the Project are required in connection with the Gas Distribution System, Developer shall promptly grant or, if Developer does not own the property on which the proposed additional easement will be located, cause to be granted such easements to FPUA.

1.3.3. Developer represents and warrants that the location of the Easement as determined in accordance with Section 1.2 above: (i) has been approved (or will be approved prior to Seller's delivery of the Proposed Location Notice pursuant to Section 1.2) by all applicable regulatory governmental entities to the extent required, and (ii) is in compliance (or will be in compliance prior to Seller's delivery of the Proposed Location Notice pursuant to Section 1.2) with all rules, ordinances, statutes, and government mandates with regard to utility easements.

1.3.4. Notwithstanding the above, FPUA hereby acknowledges that, to the extent required in connection with FPUA's installation, operation, maintenance, repair and replacement of the Gas Distribution System within the Project, FPUA will be responsible for obtaining any authorizations that may be required by the county in which the Project is located (or any other governmental entity) if FPUA must encroach into any public rights of way or other easements from governmental entities in the Project. Developer will, upon FPUA's request, cooperate with and assist FPUA in obtaining the foregoing easements, including executing such applications or other documents or agreements as may be required by such county or other governmental entity.

1.3.5. Once the Easement is granted by Developer, Developer reserves the right to relocate the Easement or any portion thereof (the "Relocated Easement") if Developer deems such relocation to be reasonably necessary for the development of the Project, provided,

however, that such relocation does not adversely affect or increase the cost of the design, installation, operation, maintenance or repair of the Gas Distribution System. If FPUA has not installed the portion of the Gas Distribution System proposed to be installed in the Relocated Easement, but has commenced the design and engineering thereof prior to the date FPUA receives written notice from Developer of its desire to relocate the Easement or portion thereof, Developer shall be required (prior to relocating the Easement or portion thereof) to reimburse FPUA for FPUA's actual, out-of-pocket expenses incurred in redesigning and/or reengineering the applicable portion of the Gas Distribution System and all costs of the Gas Distribution System or the installation thereof in excess of the costs that would have been incurred had the Gas Distribution System as originally designed been installed, all as reasonably determined by FPUA in good faith. If Developer desires to relocate the Easement or any portion thereof after the Gas Distribution System has been installed, Developer must first, (i) obtain FPUA's prior written consent (which consent shall not be unreasonably withheld or delayed); (ii) reimburse FPUA for all actual costs incurred by FPUA in redesigning, reengineering, relocating and reinstalling the Gas Distribution System, including, but not limited to the cost of all materials and labor therefore, all as reasonably determined by FPUA in good faith; and (iii) record an instrument of record evidencing the legal description for the Relocated Easement to FPUA. All payments due from Developer hereunder shall be paid within fifteen (15) days after the date of FPUA's invoice therefore.

1.4. Coordination of Installation. FPUA agrees to use commercially reasonable efforts to cooperate with Developer and its Authorized Builders with respect to the construction of the Gas Distribution System and to endeavor to minimize interference with or delay to Developer's construction and development of the Project. If not provided to FPUA on or prior to the Effective Date, Developer will provide FPUA a true and correct copy of Developer's anticipated construction schedule for the Project (the "Developer's Construction Schedule") promptly upon completion of the schedule and will notify FPUA immediately of any modifications thereto. Developer acknowledges that FPUA will rely upon the Developer's Construction Schedule for purposes of coordinating its acquisition of materials, mobilization of equipment and labor at the worksite and installation of the Gas Distribution System.

1.5. Insurance. Upon request, each Party will provide proof of insurance coverage, in the form maintained by the issuing Party in its ordinary course of business, and will name the non-requesting Party as an additional insured on such insurance policy.

1.6. Ownership of Gas Distribution System; Maintenance and Alteration. Notwithstanding any provision contained herein to the contrary, the Gas Distribution System shall remain the exclusive property of FPUA at all times, whether during the term of this Agreement or following its termination. FPUA shall have the sole obligation and responsibility for the maintenance of the Gas Distribution System and no other party, including Developer, shall make any attempt or take any action to maintain, repair, replace or alter any portion of the Gas Distribution System. FPUA's operation of the System is not governed by the terms of this Agreement; rather, the FPUA shall at all times operate and maintain the Gas Distribution System in accordance with the requirements of applicable statutes, laws, rules, regulations and ordinances. In the event the Gas Distribution System is no longer required to serve the Project or any part thereof, FPUA may at its election remove readily removable components of the Gas Distribution System, purge and cap any components to be left in place, and restore any disrupted surface areas of the Project.

1.7. Supply Date. At least thirty (30) days prior to the date on which Developer anticipates receiving a certificate of occupancy for the first completed GCU (defined below), Developer shall deliver written notice to FPUA advising FPUA of the date on which Developer anticipates receiving such CO (the "CO Notice"). Subject to the timely delivery of the CO Notice, and any delay caused by Force Majeure (as defined in Section 8 below) or the actions or inactions of Developer, FPUA agrees that the Gas Distribution System shall be complete and operational to provide natural gas service to the first completed GCU at least ten (10) calendar days prior to the issuance of the certificate of occupancy for said GCU, failing which FPUA shall make natural gas available to the Project by commercially reasonable alternative supply methods until the Gas Distribution System is complete and operational. Developer agrees to make available to FPUA, at no charge, a suitable area in the Project for the equipment necessary for such alternative supply method.

2. Minimum Gas Compliant Units; Internal and External Piping

2.1. Minimum GCU.

2.1.1. Developer acknowledges that FPUA will make a substantial economic investment in order to construct the Gas Distribution System and that FPUA is willing to undertake such investment given FPUA's anticipated usage of the Gas Distribution System by current and future owners, occupants or residents in the Project. In consideration for the substantial investment made by FPUA in constructing the Gas Distribution System and the mutual covenants contained herein, Developer agrees that at least "Seventy five (75)" Homes shall each be a Gas Compliant Unit (a "GCU"). In order to be a GCU, a Home must have installed therein each of the following appliances: "natural gas tankless water heater." All pool/spa heaters will use gas. Gas grill and gas fireplace will be offered as an option(s). (each of the foregoing, an "Appliance"). In addition, Developer also agrees that all model and speculative residential units in the Project that are not included in the Minimum Required GCU shall have installed therein at least the following Appliances: "natural gas tankless water heater.". Each residential unit constructed in compliance with the foregoing two (2) sentences shall be referred to herein as a "Gas Compliant Unit" or "GCU." Each residence in the Project that is not a GCU shall be referred to herein as a "Non-GCU", and collectively as "Non-GCUs").

The parties hereby agree that no residences in the Project may be Non-GCUs without Developer's (or Authorized Builder's) payment of an Omission Fee for each such Non-GCU, as more particularly set forth in this Section 2.1. Within fifteen (15) days after the issuance of a certificate of occupancy for each and every Non-GCU in the Project (each being referred to herein as an "Omitted GCU"), Developer (or Authorized Builder) shall pay FPUA an omission fee ("Omission Fee") equal to the Omission Rate (as hereinafter defined). The Omission Rate shall equal $2000.00.

2.1.2. Notwithstanding the above, if after "5" years from the Effective Date (the "Trigger Date"), certificates of occupancy have not been issued for the Minimum Required

GCUs, then Developer shall pay FPUA, on or before fifteen days after the Trigger Date, a collective Omission Fee as determined by the following formula (the "Project Collective Omission Fee"):

(i) The Minimum Required GCUs, minus

(ii) The number of constructed GCUs for which certificates of occupancy have been obtained, minus

(iii) All Omitted GCUs for which Developer has already paid FPUA the Omission Fee pursuant to this section above, multiplied by

(iv) The Omission Fee at the Omission Rate.

2.1.3. The Omission Fee and Project Collective Omission Fee shall not be an obligation running with each and every Home conveyed to an individual purchaser thereof, but shall be an obligation of Developer and any successor developers as permitted under Section 4 below that runs with title to all portions of the Property owned by Developer unless and until the Project Collective Omission Fee is paid as provided hereinabove, at which time FPUA, at Developer's request, shall provide a satisfaction and release of the Omission Fee obligation set forth herein. FPUA shall have the right to offset any amounts owed to Developer pursuant to this Agreement with any amounts owed to FPUA as a result of Developer's failure to pay FPUA the Omission Fee or any other amount owed to FPUA pursuant to this Agreement or otherwise.

2.2. Installation and Ownership of Appliances and Internal Piping. Developer shall provide or cause to be provided all labor, materials, equipment and supervision to install (at no cost to FPUA) (i) each Appliance and (ii) all internal piping, venting and other equipment (the "Internal Piping") necessary to service the Appliances installed in each GCU and to connect same to the external gas meter installed by FPUA at an external location (reasonably selected by FPUA) at each GCU. The Internal Piping and the Appliances shall be the exclusive property of the owner of such GCU. The owner of each GCU shall at all times during and following the termination of this Agreement be responsible for the service, maintenance, repair and replacement of the Internal Piping and the Appliances.

2.3. Ownership of External Piping. All piping, meters, vents and other equipment installed by FPUA between the main line of the Gas Distribution System and the external meter installed by FPUA at each GCU (including such meter) (the "External Piping") shall be the exclusive property of FPUA. FPUA shall at all times maintain the External Piping, including the meter, in accordance with the requirements of all applicable governmental agencies.

3. **Payment to Developer for each GCU**.

3.1 Developer may be entitled to an energy conservation allowance for each Qualified GCU (as hereinafter defined) (the "GCU Payment") constructed in the Project that meets the requirements of the Energy Conservation Cost Recovery Plan (the "Plan"), as may be amended from time to time. A summary of the allowances presently available under the Plan is attached hereto as Exhibit "C". A GCU shall be deemed a Qualified GCU only after: (i) the GCU is sold to a third party and is occupied by

a rate paying customer (homeowner or tenant); (ii) FPUA activates and commences supplying natural gas service to the GCU; and (iii) FPUA receives a Compliance Affidavit in the form attached hereto as Exhibit "D" executed by Developer with respect to such GCU. Only one GCU Payment shall be made for each Qualified GCU.

3.2 FPUA shall pay Developer or Authorized Builder the applicable amount set forth in the Plan for each Qualified GCU on a quarterly basis for the term of this Agreement pursuant to the following schedule:

3.2.1 For Qualified GCUs that received natural gas service from FPUA for the first time between January 1 and March 31 of a year, the GCU Payment shall be made on April 25 of such year;

3.2.2 For Qualified GCUs that received natural gas service from FPUA for the first time between April 1 and June 30 of a year, the GCU Payment shall be made on July 25 of such year;

3.2.3 For Qualified GCUs that received natural gas service from FPUA for the first time between July 1 and September 30 of a year, the GCU Payment shall be made on October 25 of such year.

3.2.4 For Qualified GCUs that received natural gas service from FPUA for the first time between October 1 and December 31 of a year, the GCU Payment shall be made on January 25 of the next year.

3.23 During the term of this Agreement, FPUA shall have the right to inspect any residences for which a claim for allowance has been made, at reasonable times and upon notice to Developer.

4. **Successors, Assigns and Assignment.**

4.1. This Agreement and all of the provisions hereof shall run with the land and shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights, benefits or obligations set forth herein may be assigned by either of the parties hereto, except as specifically authorized by this Section 4 or otherwise agreed to by the Parties in writing.

4.2. FPUA may assign this Agreement and any or all rights or obligations hereunder to any affiliate of FPUA or in connection with any sale of all or substantially all of FPUA's assets or any other transaction in which FPUA's business is sold, or any merger, consolidation or similar transaction to which FPUA is a party.

4.3. Developer may assign this Agreement and all rights and all obligations hereunder in connection with a sale of all of the Project then owned by Developer to a successor developer to a successor developer who expressly agrees to assume this Agreement and all obligations of Developer hereunder, whether arising before or after the assignment, pursuant to an Assignment and Assumption Agreement, in form and substance acceptable to FPUA in its reasonable discretion, executed by Developer and the successor developer and delivered to FPUA. Upon a permitted assignment under the preceding sentence, Developer shall remain responsible and liable, jointly with assignee, for any obligations first arising or coming due prior to such assignment with respect to this Agreement, but Developer shall not have any responsibility or liability with respect to any obligations first arising or coming due after such assignment with respect to this

Agreement, and FPUA shall look solely to the successor developer for all matters arising under this Agreement after such assignment.

Developer may develop and sell to home builders ("Authorized Builders") single family residential lots within the Project for the construction of homes therein, in which event Developer desires to assign to such Authorized Builders its rights, obligations and responsibilities hereunder with respect to lots within the Project purchased by such Authorized Builders.

Developer shall have the right to assign its rights and obligations hereunder to an Authorized Builder if such Authorized Builder expressly assumes all of the obligations and responsibilities of Developer hereunder (to the reasonable satisfaction of FPUA) as to the land conveyed to said Authorized Builder, and a written assignment and assumption agreement is provided to FPUA. Notwithstanding, nothing herein shall relieve Developer of its payment of the Project Collective Omission Fee to the extent the Minimum Required GCUs are not constructed on the Project as contemplated hereunder.

5. **Force Majeure**. Neither Party shall be liable to the other for any failure to perform pursuant to the terms and conditions of this Agreement to the extent such performance was prevented by an event of Force Majeure (defined below); provided that Force Majeure shall not apply to Developer's obligation to pay the Omission Fee when due in accordance with Section 2.1.2 above. The term "Force Majeure" shall mean an acts of God, strikes, lockouts, or other industrial disturbance, acts of the public enemy, wars, riots, epidemics, industrial disturbances that affect the Parties or its customers, breakage or non-foreseeable accident to machinery or lines of pipe, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party whose performance is affected and which, in each of the above cases, by the exercise of due diligence such Party is unable to prevent or overcome utilizing commercially reasonable efforts; such term shall likewise include the inability of a Party to acquire, or delays on the part of such Party in acquiring at reasonable cost and by the exercise of reasonable diligence, servitudes, rights of way, grants, permits, permissions, licenses, materials or supplies which are required to enable such Party to fulfill its obligations hereunder. The Party whose performance is excused by an event of Force Majeure shall promptly notify the other Party in writing of such occurrence and its estimated duration, shall promptly remedy such Force Majeure if and to the extent reasonably possible and shall resume such performance as soon as possible; provided, however, that neither Party shall be required to settle any labor dispute against its will.

6. **Compliance with Law**. Each Party shall comply with all applicable statutes, laws, rules, regulations, ordinances, orders, permits and governmental approvals (collectively, the "Laws") in the exercise of the rights and obligations of each Party under this Agreement, and neither Party shall be obligated hereunder to undertake any action that would result in the violation of any one or more Laws.

7. **Notices**. Any notices sent by either party to the other pursuant to this Agreement shall be sent by either U.S. mail, postage prepaid, return requested, or by receipted overnight national delivery service (e.g., Federal Express, UPS, etc.), and shall, if not sooner received, be deemed received three (3) business days after deposit in the United States Mail, or one business day after receipt by any overnight national delivery service, as aforesaid. All notices shall be addressed to each party at the following address, or such other address as either party may hereafter designate to the other party in writing:

If to Developer:	"Satcomm Builders Inc" "274 SW Ridgecrest DR" "Port Saint Lucie, FL 34953" Attn: "Steve Pabon" Fax No. "n/a" Phone No. "772-801-4642"
If to FPUA:	Fort Pierce Utilities Authority P. O. Box 3191 Fort Pierce, Florida 34948-3191 Attn: Fax No. 772.468.2413 Phone No. 772.466.1600
With copy to:	Fort Pierce Utilities Authority Attn: General Counsel P.O. Box 3191 Fort Pierce, Florida 34948-3191

8. **Governing Law: Venue; Waiver of Jury Trial; Attorneys' Fees**. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. To the extent permitted by law, each of the parties hereto hereby irrevocably submits to the jurisdiction of state courts in or for St Lucie County, Florida, over any suit, action or other proceeding brought by any party arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts and waives any objection that such forum is inconvenient. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. In the event that any party is required to commence or defend any action or proceeding against the other in order to enforce the provisions hereof or to challenge the provision hereof, the prevailing Party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all costs incurred in connection therewith, including reasonable attorneys' and paralegals' fees, costs, and expenses incurred pretrial, at trial, on appeal and in bankruptcy.

9. **Indemnity**.

   9.1. FPUA shall hold harmless, indemnify and defend each of Developer and its employees, contractors, subcontractors and agents (collectively, the "Developer Indemnified Parties") from and against any and all claims, damages, losses, liabilities, obligations, penalties, actions, judgments, suits, costs, disbursements and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and expenses incurred whether suit be brought or not, at trial, on appeal or in bankruptcy) (collectively, "Claims") that may be incurred by or asserted against any Developer Indemnified Party directly as a result of the breach by FPUA of this Agreement

or the willful misconduct or negligent acts or omissions of FPUA or any of its employees, contractors, subcontractors and agents in connection with the installation, operation, maintenance or repair of the Gas Distribution System in the Project, except that FPUA shall not be responsible for any Claims, or portion thereof, arising out of, related or attributable to any acts or omissions, whether willful or negligent, of any other party, including without limitation, any Developer Indemnified Party, any homebuilder, other contractor or subcontractor, vendor, supplier, homeowner, tenant, resident, guest, licensee or invitee, home or property owners' association, management company or property manager.

9.2. Developer shall hold harmless, indemnify and defend each of FPUA and its employees, contractors, subcontractors and agents (collectively, the "FPUA Indemnified Parties") from and against any and all Claims that may be incurred by or asserted against any FPUA Indemnified Party with respect to the Project, the Property, the Gas Distribution System or otherwise as a result of the willful misconduct or negligent acts or omissions of (i) Developer or any of its employees, contractors, subcontractors and agents, or (iii) any home or property owners' association, management company or property manager controlled by Developer or any of its affiliates.

9.3. In addition, Developer shall hold harmless, indemnify and defend FPUA Indemnified Parties from and against any and all Claims that may be asserted against any FPUA Indemnified Party under Environmental Laws (defined below) arising from, out of, in connection with, or as a consequence, directly or indirectly, of the presence of any hazardous substance, hazardous waste, toxic chemical, petroleum (including crude oil or any fraction or byproduct thereof), asbestos, polychlorinated biphenyls, or any other contaminant ("Hazardous Materials") on, in, or beneath the Property, or that may have migrated from the Property to any adjacent lands, air or water, which Hazardous Materials: (i) were present on, in, or beneath the Property prior to the installation of the Gas Distribution System, (ii) were not first introduced to the Property by any material placed on, in, or beneath the Property by FPUA, and (iii) notice of which was not provided to FPUA by Developer prior to the installation of the Gas Distribution System.

9.3.1. The term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, ordinance or otherwise) or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning the protection of human health or the environment, Hazardous Materials or any activity involving Hazardous Materials.

10. **Limitation on Liability**. Notwithstanding any provision in this Agreement to the contrary, including Section 9, neither FPUA nor Developer shall be liable to the other Party or any third party for any special, indirect, incidental or consequential damages or loss of any kind, including, without limitation, damages for personal injury, loss of profits or savings, loss of use, or any other damages, whether based on strict liability, or negligence, whether resulting from installation, use or maintenance of the Gas Distribution System, breach of this Agreement or otherwise, except for direct, actual damages.

11. **Remedies; Limitations**. In the event of a breach of this Agreement, the non-breaching Party shall, except to the extent specifically limited by this Agreement, have all rights and remedies available at law and at equity against the breaching Party. In all cases arising under this Agreement, FPUA's liability shall be limited to an amount equivalent to the value of the Gas Distribution System; provided, however, that this limitation shall not expand FPUA's liability beyond that provided by its tariffs or other applicable law.

12. **Miscellaneous**. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any and all prior negotiations, understandings or agreements with respect to this subject matter. This Agreement may be amended only by written instrument signed by both of the Parties. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Florida law, but if any provision of this Agreement or the application thereof to any Party or circumstance is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable. Nothing contained herein shall be construed as a joint venture, partnership or any other similar relationship between FPUA and Developer. The captions, headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions of this Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, and their respective successors and assigns, and no assignment shall relieve either Party of such Party's obligations hereunder without written consent of the other Party. This Agreement shall be subject to all applicable laws, rules, orders, permits, and regulations of any federal, state, or local governmental authority having jurisdiction over the Parties, their facilities, the Property, the Project, or the transactions contemplated. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one in the same instrument. Electronic signatures, including signature pages transmitted via facsimile and/or email, shall be binding upon all parties and deemed as originals.

13. **Recording**. Upon request by FPUA, Developer will execute a memorandum of this Agreement in, in a form reasonably requested by FPUA, which may be recorded by FPUA among the Public Records of the county and/or city in which the Project is located.

14. **Exclusivity**. Developer agrees that FPUA has an exclusive right to provide natural gas services to the Project and that Developer and any successor in interest, including without limitation any home or property owners association, landowner, builder or developer will not grant, or allow others to grant any approval, easement or right-of-way for purposes of allowing a party other than FPUA to deliver natural gas service. Developer certifies that, other than this Agreement, there is no existing commitment, grant of rights, contract, agreement or arrangement with any third party for the provision of natural gas service to the Project, the Property or any portion thereof.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

Satcomm Builders Inc.

BY: _____
Signature/Officer of Firm (Manual)

Steve J. Pabon
Name (Typed or Printed)

TITLE: CEO

STATE OF: Florida

COUNTY OF: St. Lucana

The foregoing instrument was acknowledged before me this 2nd day of October, 2024, by Steven Pabon Satcomm Builders Inc, CEO, of Satcomm Builders Inc
Officer of Firm | Title | Name of Firm
a Floride corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced Floride Driver's License as identification.

LUCIANA WHITE
Notary Public, State of Florida
Commission No. HH 512778
My Comm. Exp. Apr. 7, 2028

L White
Notary Public

My commission expires: 04/07/2028

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying in the West 1/2 of the Northwest 1/4 of Section 18, Township 34 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCING at a point (P.O.C.) being the Southeast corner of the West 1/2 of the Northwest 1/4 of said Section 18; run thence N 00° 29' 17" E along the East line of the West 1/2 of the Northwest 1/4 of said Section 18, 40.00 feet to the North right-of-way line of Indrio Road and the POINT OF BEGINNING (P.O.B.) of the herein described parcel; thence run N 89° 27' 50" W along said North right-of-way line, 449.24 feet; thence run N 00° 32' 10' E, 371.18 feet; thence run N 43° 32' 10" E, 106.94 feet; thence run N 03° 02' 10" E, 485.00 feet; thence run N 71° 02' 10" E, 75.00 feet thence run N 32° 32' 10" E, 196.00 feet; thence run N 46° 57' 50" W, 92.59 feet; thence run N 90° 00' 00" W, 34.15 feet; thence run N 00° 29' 17" E, 99.03 feet to the Southerly line of HOLIDAY PINES SUBDIVISION PHASE III, as recorded in Plat Book 20, Page(s) 19, 19A through 19G, Public Records of St. Lucie County, Florida; thence run S 90° 00' 00" E along the Southerly line of said HOLIDAY PINES SUBDIVISION, 282.02 feet to the East line of the West ½ of the Northwest 1/4 of said Section 18; thence run S 00° 29' 17" W along the East line of the West 1/2 of the Northwest 1/4 of said Section 18, 1,289.08 feet to the Point of Beginning.

TOGETHER WITH all right, title and interest in and to the easements appurtenant to the above described parcel contained in that certain Joint Reciprocal Grant of Easements dated April 6, 1988 and recorded in Official Records Book 582, at Page 2946, and re-filed on August 2, 1988 and recorded in Official Records Book 597, at Page 957, of the Public Records of St. Lucie County, Florida, over, upon and across the following described property:

A parcel of land lying in the West 1/2 of the Northwest 1/4 of Section 18, Township 34 South, Range 40 East, St. Lucie County, Florida being more particularly described as follows:

COMMENCING at a point (P.O.C.) being the Southeast corner of the West 1/2 of the Northwest 1/4 of said Section 18; run thence N 00° 29' 17" E along the East line of the West 1/2 of the Northwest 1/4 of said Section 18, 40.00 feet to the North right-of-way line of Indrio Road; thence run N 89° 27' 50" W along said North right-of-way line, 449.24 feet to the POINT OF BEGINNING (P.O.B.); thence run N 00° 32' 10" E, 371.18 feet; thence run N 43° 32' 10" E, 106.94 feet; thence run N 03° 02' 10" E, 485.00 feet; thence run N 71° 02' 10" E, 75.00 feet; thence run N 32° 32' 10" E, 196.00 feet; thence run N 46° 57' 50" W, 92.59 feet; thence run N 90° 00' 00" W, 34.15 feet; thence run N 00° 29' 17" E, 99.03 feet to the Southerly line of HOLIDAY PINES SUBDIVISION PHASE III as recorded in Plat Book 20 at pages 19 and 19-A through 19-G of the Public Records of St. Lucie County, Florida; thence run N 90° 00' 00" W along the Southerly line of said HOLIDAY PINES SUBDIVISION, 435.26 feet to the West line of the East 717.26 feet of the West ½ of the Northwest 1/4 of said Section 18; thence run S 00° 29' 17" W along the West line of the East 717.26 feet of the West 1/2 of the Northwest 1/4 of said Section 18, 1,282.37 feet to the North right-of-way line of said Indrio Road; thence run S 89° 27' 50" E along said North right-of-way line, 268.02 feet to the POINT OF BEGINNING.

AGENDA ITEM NO. D.2

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Barbara Mika, Chief Financial Officer

FROM: Michele Harris, Chief Financial Officer

DATE: December 3, 2024

SUBJECT: August 2024 Financial Operating Results

PRESENTER(S): Michele Harris

RECOMMENDATION:
For information only.

SUMMARY/SUPPORTING INFORMATION:
See attached memorandum.

FINANCIAL IMPACT:
None.

ALTERNATIVES (IF ANY):
None, for information only.

ATTACHMENTS:
AR2024-16 August 31, 2024 Board Packet.pdf
August 2024 Operating Results.pdf

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Barbara A. Mika, CGFO, Chief Financial Officer
From:	Michele Harris, CGFO, Finance Manager
Date:	November 13, 2024
Subject:	August 2024 Financial Operating Results

RECOMMENDATION:
For information only

SUMMARY/SUPPORTING INFORMATION:
Attached for your review is the Financial Summary for the month ended August 31, 2024, and the eleven months then ended. Also attached are statistical schedules detailing unit sales.

August Combined Operating Revenues increased $3,000 in FY 2024 in comparison to the same period last year. Gains in Other Operating Revenues and Sales for Resale were offset by the pass-through of decreased purchased power costs to customers. During the period, Gas, Water, and Electric unit sales increased by 9.6%, 6.1%, and 1.8% respectively. Included in the overall Gas Unit Sales are the Gas Contract Unit Sales, which experienced a 1.0% increase from August of last year. Wastewater units billed increased 4.6%.

August Combined Operating Expenses decreased by $1,121,000 as compared to the same period last year. FPUA showed decreases in expenses across all categories. Lower costs of purchased power and General and Administrative expenses were the largest contributors overall to the expense decreases.

FPUA had ***Year-To-Date Operating Income*** of $20,008,000, which was an increase of $3,408,000 compared to last year's figure of $16,600,000. Declines in Purchases for Resale were partially offset by increases in all other categories, with General and Administrative being the largest. Operating Revenues decreased 3.0% YTD, while Operating Expenses have decreased 6.8% overall this year.

ALTERNATIVES (IF ANY):
None

ATTACHMENTS:
Financial Summary
Statistics

Fort Pierce Utilities Authority

FINANCIAL SUMMARY

For the Eleven Months Ended August 31, 2024 - Unaudited

(Dollars in Thousands)

	Electric	Water	Gas	Wastewater	FPUAnet	Manatee Center	FY 2024 Combined	FY 2023 Combined
CURRENT MONTH								
Operating Revenues	$6,819	$2,293	$571	$1,624	$183	$12	$11,502	$11,499
Operating Expenses	(5,491)	(1,569)	(538)	(1,087)	(123)	(62)	(8,870)	(9,991)
Operating Income (Loss)	1,328	724	33	537	60	(50)	2,632	1,508
Distribution to City	-	-	-	-	-	-	-	-
Other Non-Operating Revenues (Expenses)	42	(30)	(7)	278	(8)	-	275	(123)
Capital Contributions	4	715	5	1,539	-	-	2,263	2,022
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	1,374	1,409	31	2,354	52	(50)	5,170	3,407
Distribution Adjustment	(371)	(126)	(27)	(98)	-	-	(622)	(563)
Adj. Change in Net Position	$1,003	$1,283	$4	$2,256	$52	($50)	$4,548	$2,844
YEAR TO DATE								
Operating Revenues	$65,304	$24,526	$6,502	$17,840	$1,460	$338	$115,970	$119,545
Operating Expenses	(57,686)	(17,558)	(5,812)	(12,867)	(1,420)	(619)	(95,962)	(102,945)
Operating Income (Loss)	7,618	6,968	690	4,973	40	(281)	20,008	16,600
Distribution to City	(4,448)	(1,517)	(322)	(1,176)	-	(5)	(7,468)	(6,758)
Other Non-Operating Revenues (Expenses)	586	(244)	-	6,960	(90)	17	7,229	(758)
Capital Contributions	606	3,873	55	4,312	171	-	9,017	8,203
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	4,362	9,080	423	15,069	121	(269)	28,786	17,287
Distribution Adjustment	371	126	27	98	-	-	622	563
Adj. Change in Net Position	$4,733	$9,206	$450	$15,167	$121	($269)	$29,408	$17,850

DEBT SERVICE COVERAGE

For the Twelve Months Ended August 31, 2024	2.92 x
For the Twelve Months Ended September 30, 2023	2.52 x

Fort Pierce Utilities Authority

ELECTRIC STATISTICS

August 2024

(In Megawatt Hours)

	Current Month		11 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
POWER PURCHASED FROM FMPA						
All-Requirements Project	52,932	54,747	453,407	454,184	500,669	503,566
St. Lucie Nuclear	9,240	9,761	94,460	99,554	104,270	104,605
TOTAL POWER PURCHASED	62,172	64,508	547,867	553,738	604,939	608,171
MEGAWATT HOURS SOLD						
Residential	28,718	28,219	227,316	227,462	255,245	254,937
General Service	31,470	30,905	289,893	289,103	320,936	320,163
Traffic Signals	67	67	737	737	804	804
Public Street & Highway Lighting	263	263	2,885	2,900	3,148	3,165
Rental Lights	382	392	4,216	4,417	4,606	4,829
TOTAL MEGAWATT HOURS SOLD	60,900	59,846	525,047	524,619	584,739	583,898
Non-Revenue Electric Departments	84	77	728	706	811	788
TOTAL MWH ACCOUNTED FOR	60,984	59,923	525,775	525,325	585,550	584,686
MWH not accounted for					19,389	23,485
Percent not accounted for					3.21%	3.86%
Gross Peak Demand (60 min. integrated)	118	125	122	125	122	125

SERVICES BILLED			% Change
Residential - Inside City	20,511	20,175	1.7%
Residential - Outside City	3,983	3,945	1.0%
General Service - Inside City	4,400	4,384	0.4%
General Service - Outside City	853	843	1.2%
TOTAL	29,747	29,347	1.4%
Above services do not include:			
Rental Light Services	5,091	5,051	

Fort Pierce Utilities Authority

NATURAL GAS STATISTICS

August 2024

(In CCFs)

	Current Month		11 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GAS PURCHASED FOR RESALE						
Purchases for Non-Contract Customers	301,737	244,747	3,372,525	2,898,252	3,638,710	3,130,837
Purchases for Contract Customers	118,330	126,764	1,471,827	1,401,942	1,596,125	1,516,744
Total Input to System	420,067	371,511	4,844,352	4,300,194	5,234,835	4,647,581
CCFS SOLD						
Residential	28,482	28,791	393,607	386,739	422,643	415,298
General Service	259,185	223,435	2,743,442	2,551,368	2,969,983	2,764,539
Heat Only	1	-	371	258	371	258
Contract Sales						
Commercial	30,097	34,238	440,628	539,312	477,422	598,082
Industrial	104,380	98,850	1,041,590	850,670	1,131,560	947,030
TOTAL CCFS SOLD	422,145	385,314	4,619,638	4,328,347	5,001,979	4,725,207
CCF's not accounted for					232,856	(77,626)
Percent not accounted for					4.45%	-1.67%

SERVICES BILLED			% Change
Residential	3,580	3,569	0.3%
General Service	529	518	2.1%
Heat Only	19	-	0.0%
TOTAL	4,128	4,087	1.0%

Fort Pierce Utilities Authority

WATER STATISTICS

August 2024

(In Thousands of Gallons)

	Current Month		11 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
WATER AVAILABLE FOR SALE						
Raw Water Treated	309,545	294,412	3,456,881	3,360,764	3,742,960	3,642,653
Water from Distribution System	3,271	5,549	26,476	32,956	32,004	39,459
Less Deepwell Concentrate	(32,551)	(25,855)	(332,040)	(300,812)	(356,058)	(325,303)
Less Used in Plant	(1,674)	(1,674)	(18,144)	(18,340)	(19,764)	(19,960)
Water from or (left-in) Storage	796	(39)	246	(1,898)	269	(1,877)
FINISHED WATER FROM PLANT	279,387	272,393	3,133,419	3,072,670	3,399,411	3,334,972
Purchased for Resale (Interconnects)	-	-	-	74	-	74
TOTAL WATER AVAILABLE FOR SALE	279,387	272,393	3,133,419	3,072,744	3,399,411	3,335,046
GALLONS SOLD						
Residential - Inside City	69,145	65,309	756,734	719,671	822,221	785,516
Residential - Outside City	19,942	18,985	222,696	211,510	241,244	230,461
General Service - Inside City	82,112	82,210	904,773	933,383	987,249	1,020,263
General Service - Outside City	55,065	46,922	588,374	592,506	635,025	645,671
Sales for Resale	29,305	27,379	361,677	321,381	388,909	353,050
TOTAL GALLONS SOLD	255,569	240,805	2,834,254	2,778,451	3,074,648	3,034,961
System Use	22,636	15,344	158,534	141,659	173,968	156,636
TOTAL GALLONS ACCOUNTED FOR	278,205	256,149	2,992,788	2,920,110	3,248,616	3,191,597
Gallons not accounted for					150,795	143,449
Percent not accounted for					4.44%	4.30%
Average Daily Usage	9,012	8,787	9,341	9,175	9,301	9,139
Highest Daily Usage	9,954	9,407	11,228	12,070	11,228	12,070

SERVICES BILLED			% Change
Residential - Inside City	14,447	14,023	3.0%
Residential - Outside City	4,864	4,737	2.7%
General Service - Inside City	3,133	3,097	1.2%
General Service - Outside City	685	690	-0.7%
TOTAL	23,129	22,547	2.6%
Above services include:			
Irrigation	461	443	
Unmetered Fire Protection	467	450	
TOTAL	928	893	

Fort Pierce Utilities Authority

WASTEWATER STATISTICS

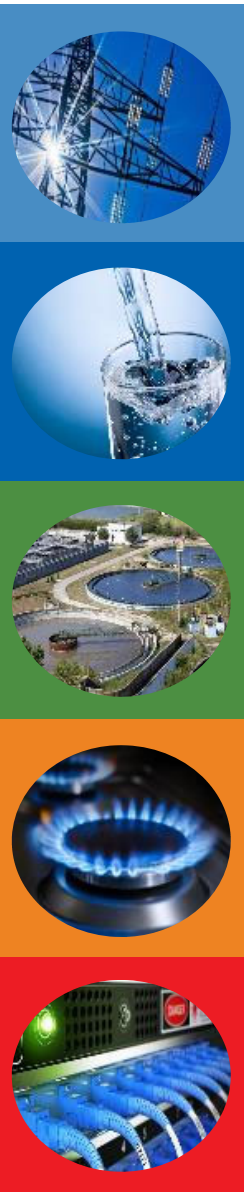
August 2024

(In Thousands of Gallons)

	Current Month		11 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GALLONS BILLED						
Residential - Inside City	60,092	55,524	655,313	621,213	711,876	677,682
Residential - Outside City	4,678	4,578	55,279	52,033	59,791	56,310
General Service - Inside City	60,166	64,500	702,642	727,634	766,690	793,954
General Service - Outside City	13,230	11,041	139,054	125,006	149,545	135,253
SLC Bulk	9,507	5,591	104,022	69,718	110,252	78,335
Leachate Disposal	1,464	1,408	11,526	10,580	11,526	12,024
TOTAL GALLONS BILLED	149,137	142,642	1,667,836	1,606,184	1,809,680	1,753,558

WASTEWATER TREATED			% Change
(In Millions of Gallons per Day)			
Average Daily Flow	6.47	6.59	-1.8%
Peak Flow	7.01	7.54	-7.0%

SERVICES BILLED			
Residential - Inside City	12,901	12,488	3.3%
Residential - Outside City	1,572	1,462	7.5%
General Service - Inside City	2,432	2,407	1.0%
General Service - Outside City	261	269	-3.0%
TOTAL	17,166	16,626	3.2%



FPUA
COMMUNITY PROUD

Financial Operating Results

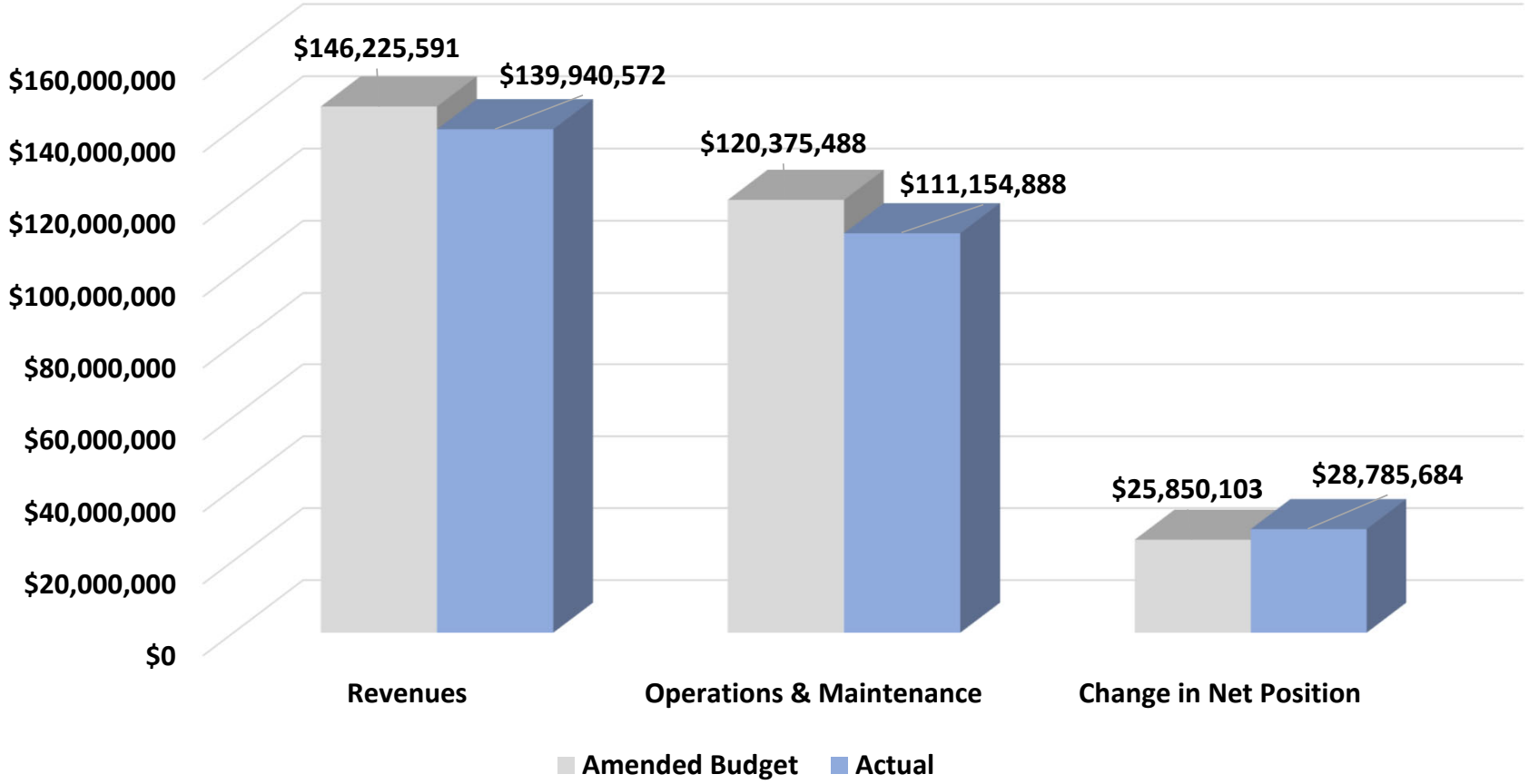
August 2024

Financial Operating Results
Fiscal Year-to-Date (Oct – Aug) Comparison

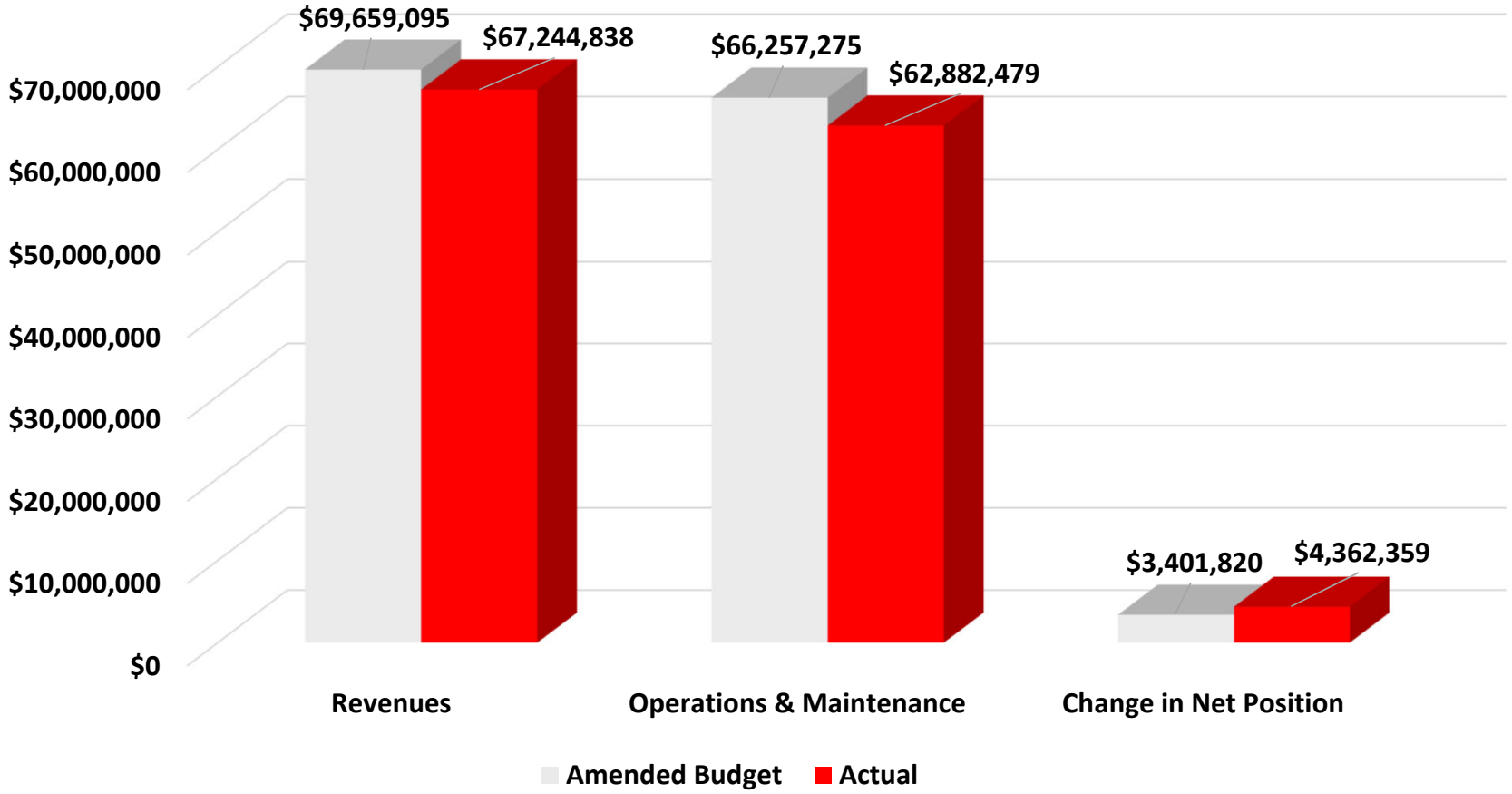
FYTD 2024 to FYTD 2023 comparison

- Operating Revenues decreased $3,575,000
- Operating Expenses decreased $6,983,000
- Operating Income increased $3,408,000
- Investment and Other Income increased $1,534,000
- Grant Revenue recognized increased $6,289,000

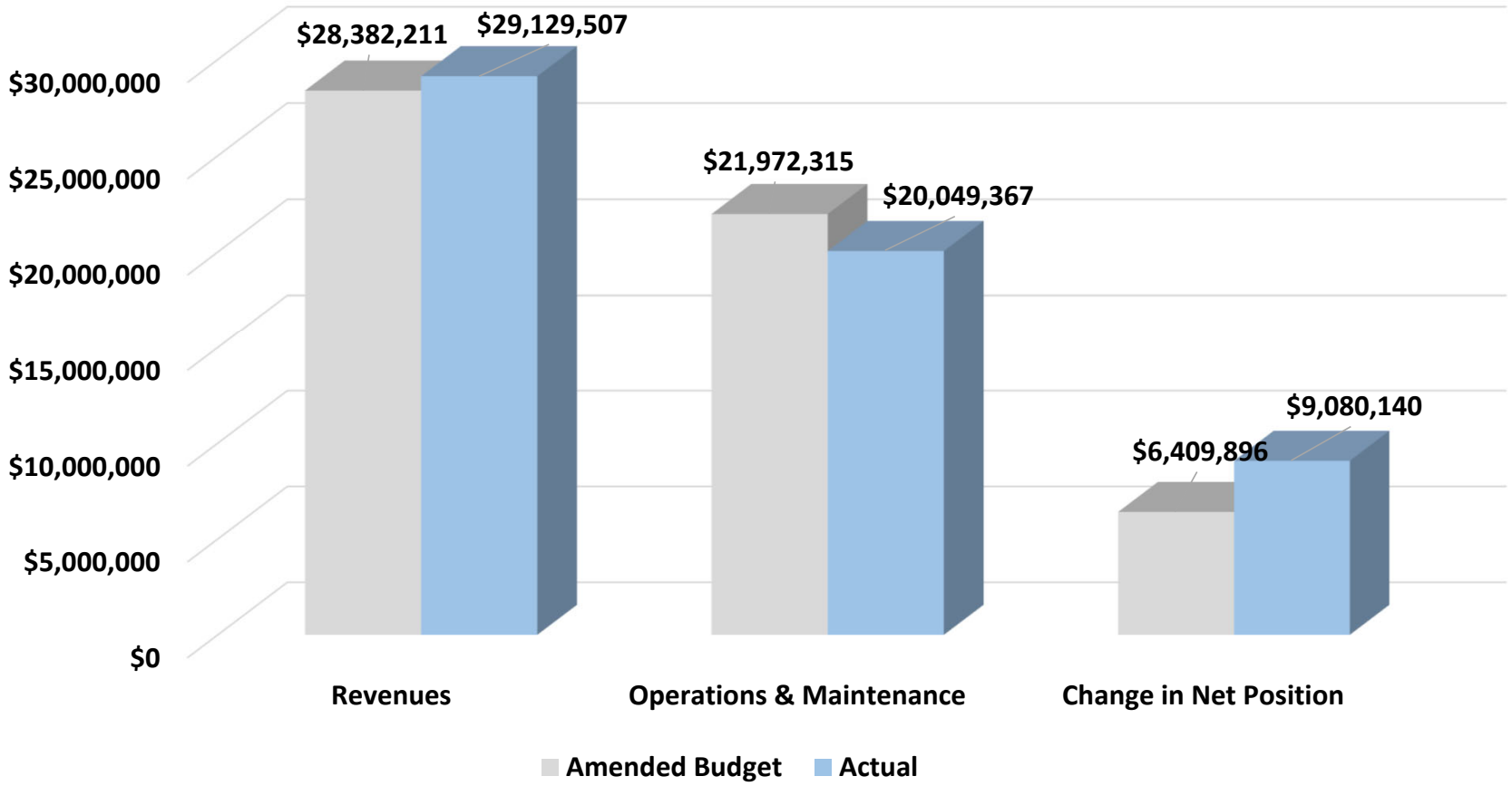
Total Revenue and O&M Expense Amended Budget vs. Actual



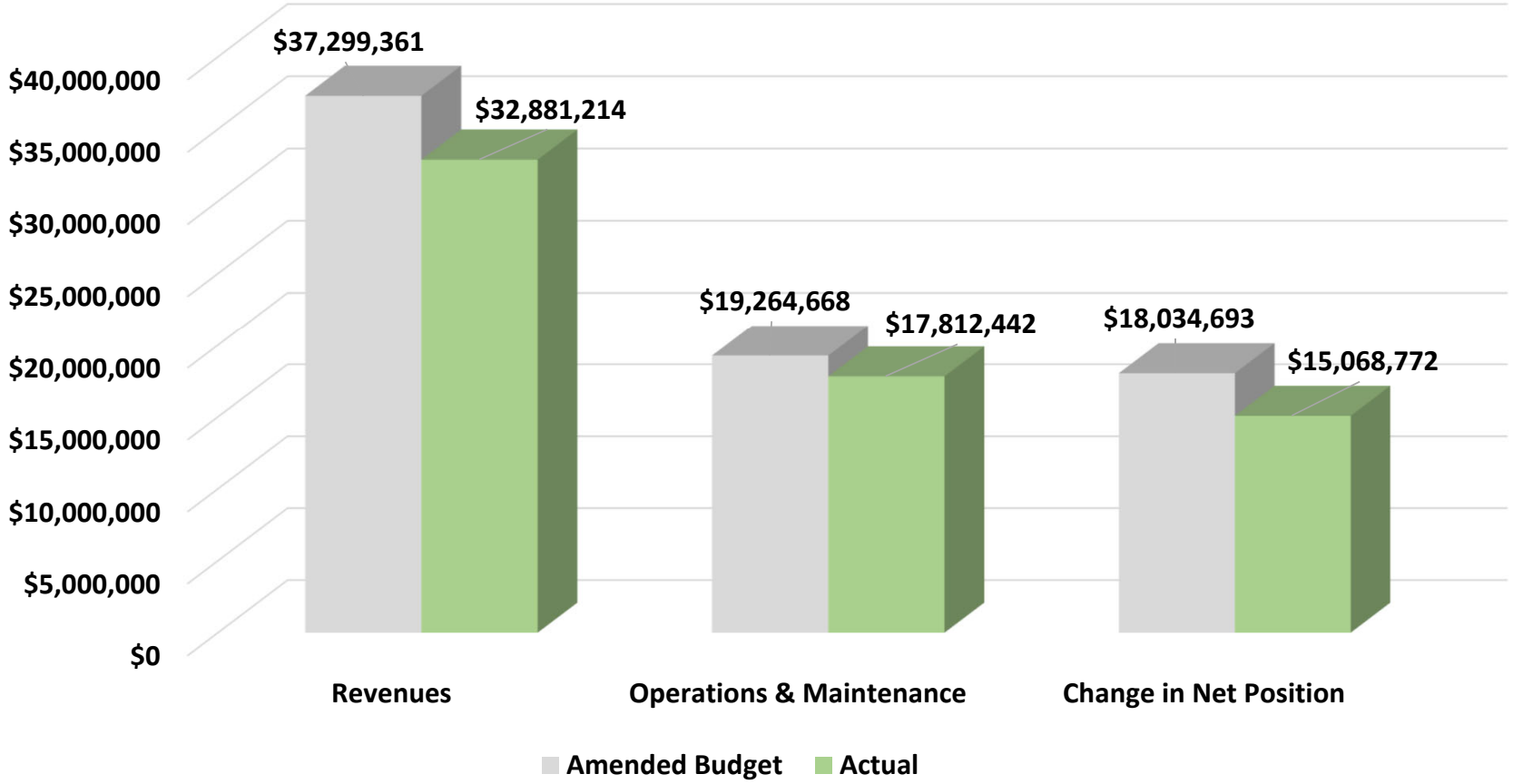
Electric System Total Revenue and O&M Expense Amended Budget vs. Actual



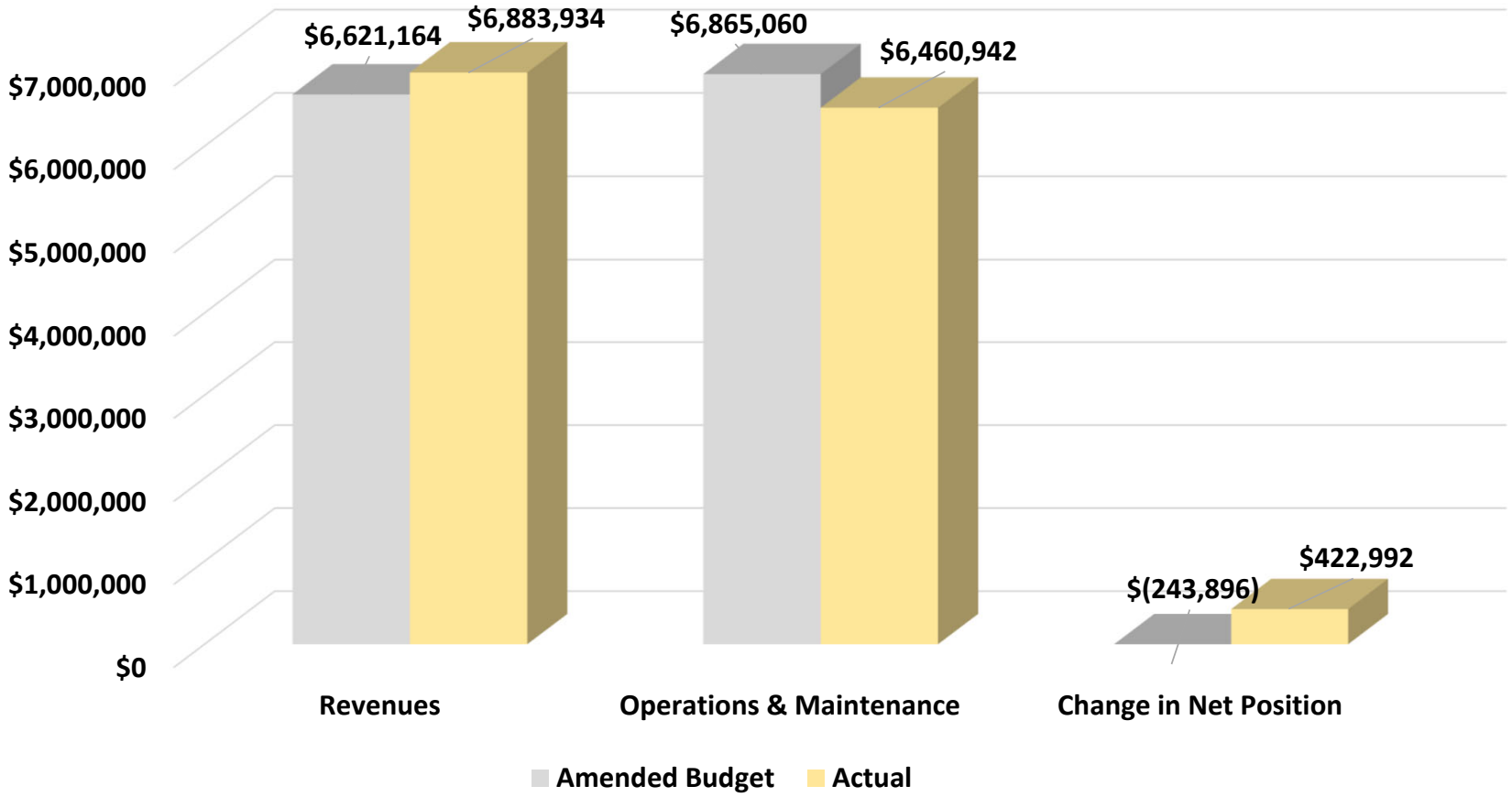
Water System Total Revenue and O&M Expense Amended Budget vs. Actual



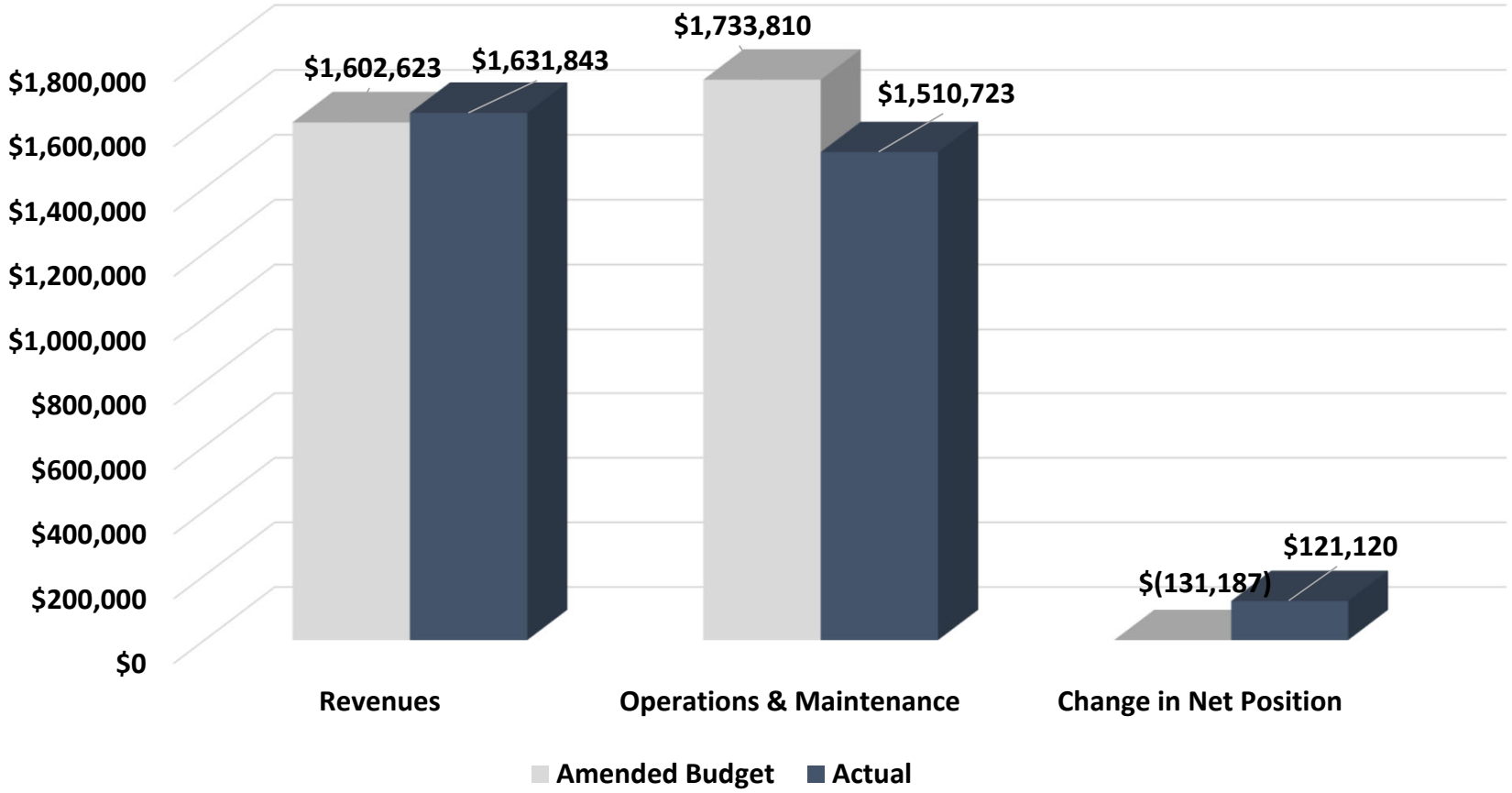
Wastewater System Total Revenue and O&M Expense Amended Budget vs. Actual



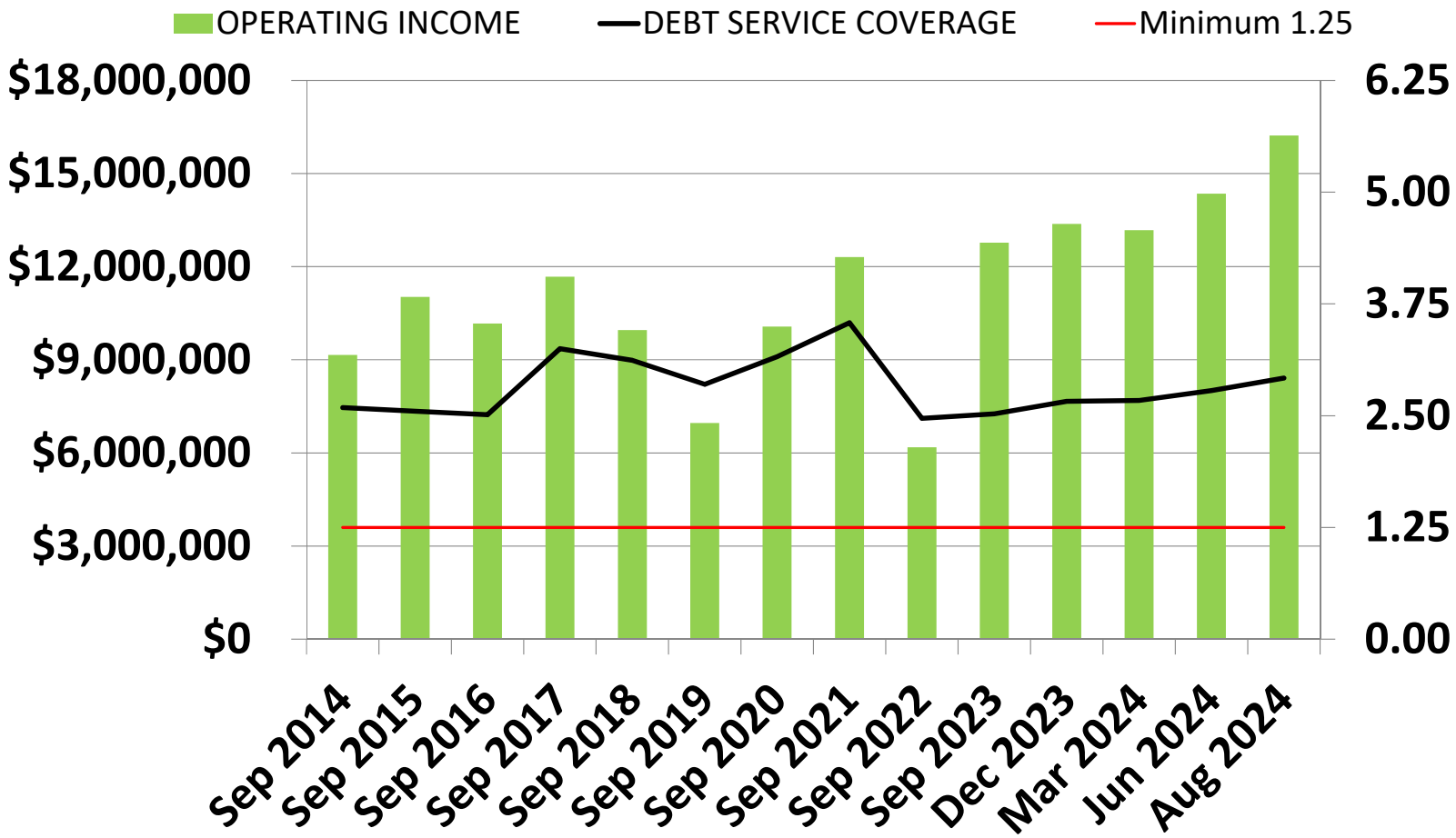
Natural Gas System Total Revenue and O&M Expense Amended Budget vs. Actual



FPUAnet System Total Revenue and O&M Expense Amended Budget vs. Actual



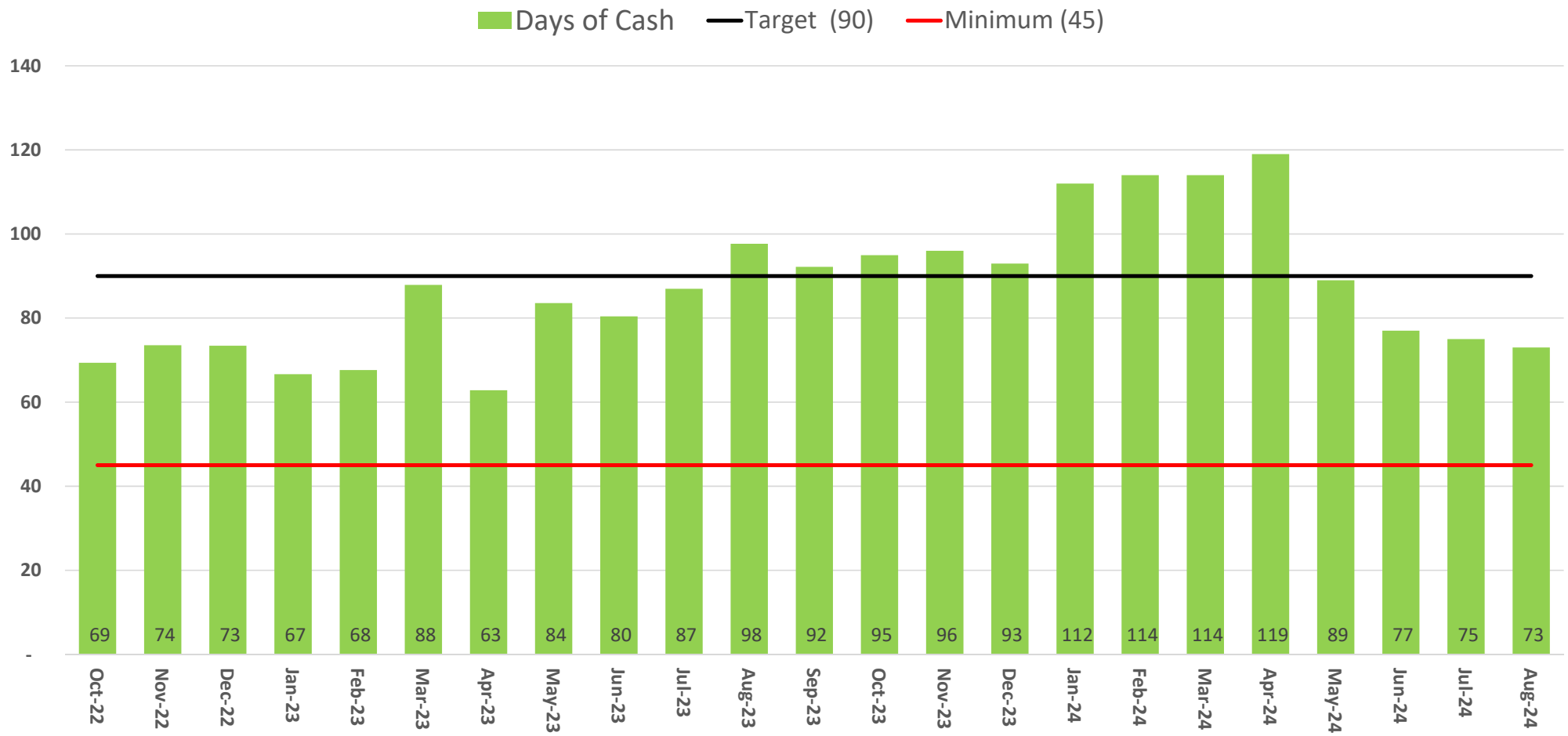
Operating Income and Debt Service



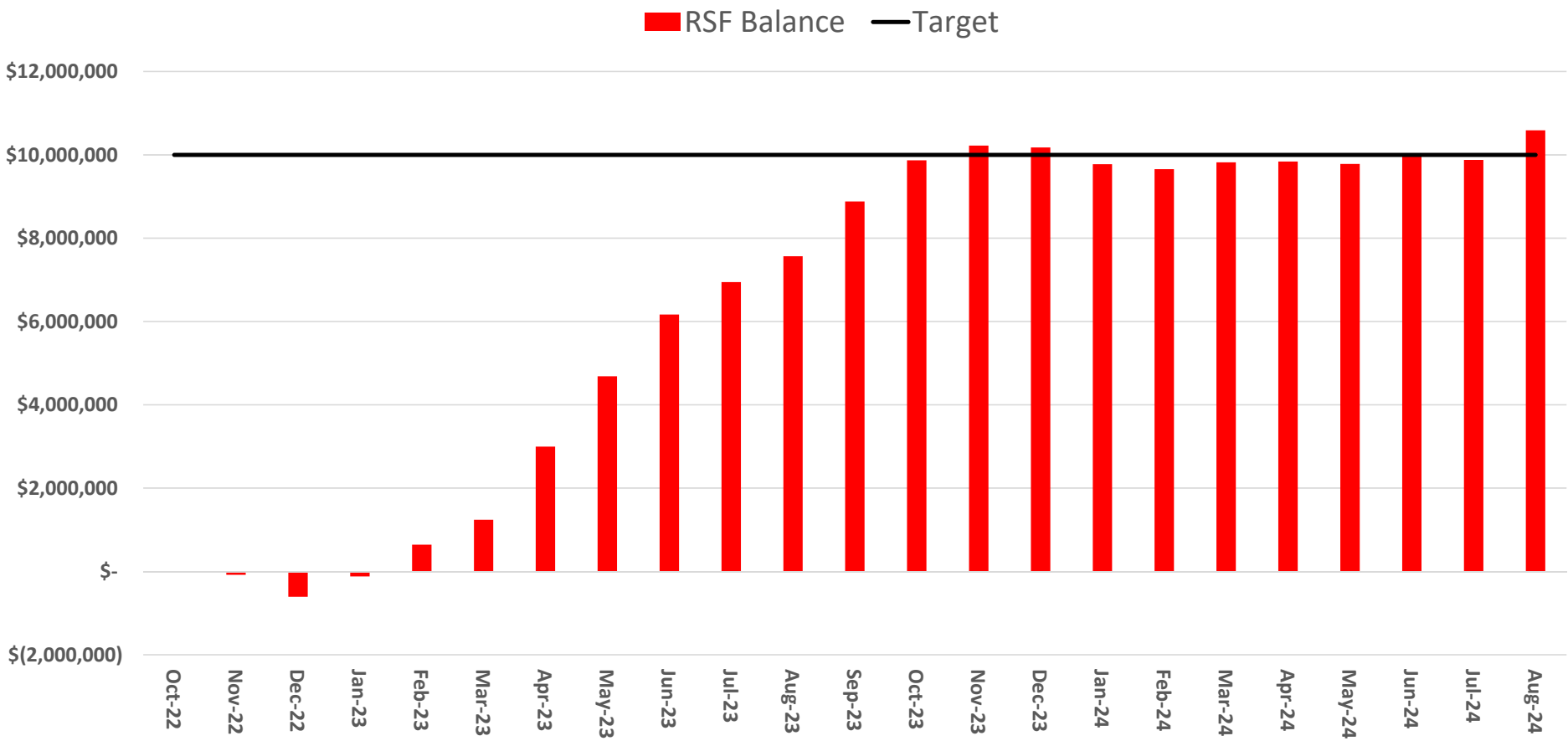
DART Goals

• Days of Cash on Hand	~90 days
• Power Cost Adjustment	12 Months
• Rate Stabilization Fund	$10 million minimum
• Emergency Fund	$5 million FYE 2034

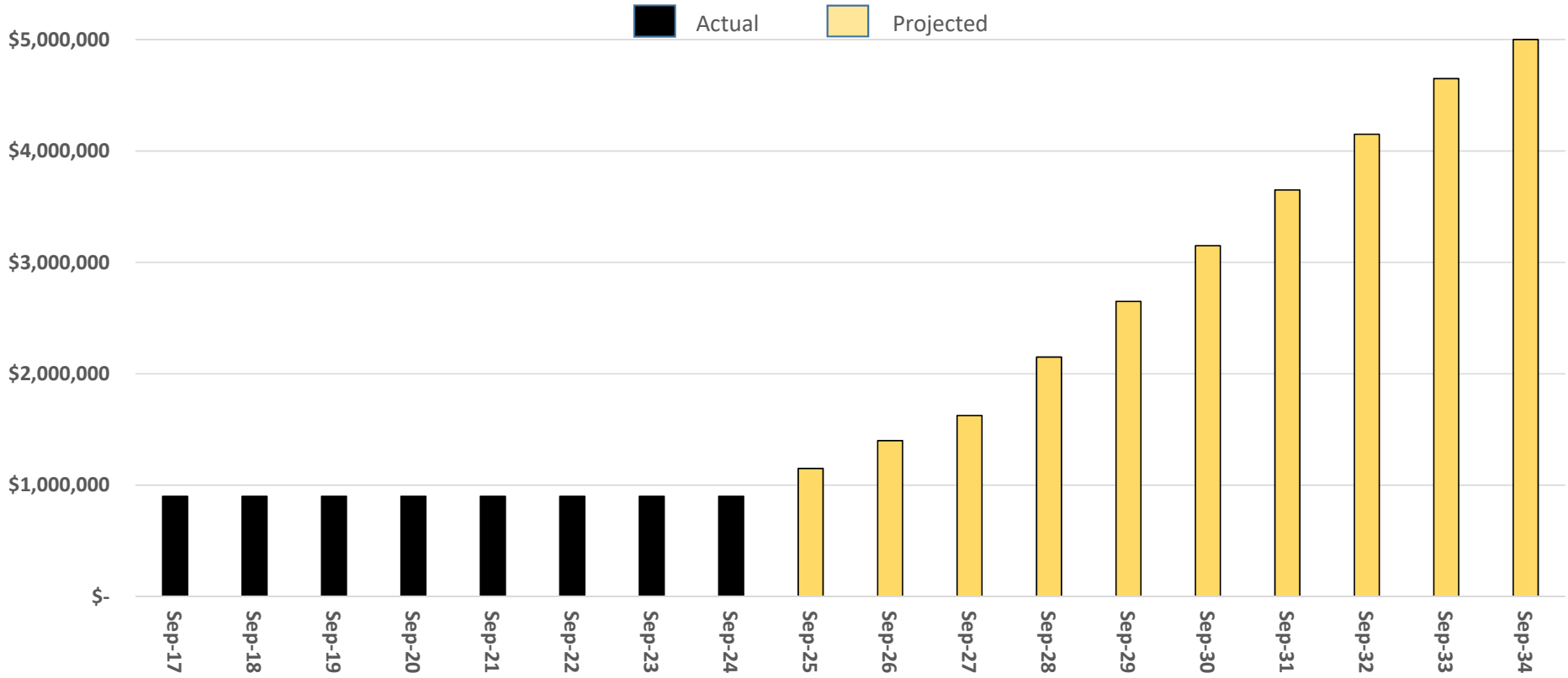
Days of Operating Cash on Hand



Rate Stabilization Fund



Emergency Fund



Questions or Comments



AGENDA ITEM NO. D.3

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

FROM: Colleen Thurston, Human Resources

DATE: December 3, 2024

SUBJECT: Emergency Standby Food Catering Services

PRESENTER(S): Colleen Thurston

RECOMMENDATION:

ITB No. 25-07: Approve award of Bid and Contracts with 1) Double Stella, Inc. dba Think Greek, Port Saint Lucie, Florida, 2) Arthur's Catering, Inc., Altamonte Springs, Florida, 3) Hutson Food Services, Inc dba Levans Catering, Winter Springs, Florida 4) GFP Enterprises, LLC, Sisters, Oregon in an amount not to exceed $200,000 annually for each vendor, for emergency standby food catering services. The initial term of these Contracts will be from October 1, 2024 to December 31, 2029, contingent on receiving the required Certificate(s) of Insurance at time of event.

SUMMARY/SUPPORTING INFORMATION:

A group of 4, one local, 2 regional and 1 nationally located, vendors have been selected, to ensure that FPUA can select and mobilize the vendor or vendors, who can best provide the necessary service based upon the severity of the emergency, at the lowest overall cost. Only one vendor per event will be selected, unless the event requires more than one vendor, to provide food, beverages, equipment and staff to service the needs of staff and other recovery work crews during emergency operations, in accordance with FPUA's storm operations procedures. Failure to have properly structured contracts in place before a disaster could result in FPUA incurring expenses that would not be eligible for reimbursement by Federal and State emergency management agencies.

The Invitation to Bid (ITB) was uploaded to DemandStar on August 7, 2024 and was advertised on August 12 and 19, 2024, with the opening at 11:30 AM EST on August 30, 2024. The ITB was sent to 101 vendors. Fourteen (14) vendors requested specifications with five (5) responding, resulting in an 36% response rate. Of the five responding Bids, 20% were local vendors. A recommendation was received from the Human Resources Manager on October 7, 2024 to request authorization from the Board to accept the best evaluated bids from the 5 vendors listed above.

FINANCIAL IMPACT:

Budgeted

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended since these services are needed to ensure for the provision of food and drink for staff and outside recovery crews during emergency operations when called upon to work varying extended hours/shifts, when such services are not otherwise available.

ATTACHMENTS:

25-07 FPUA Arthurs Catering Contract (ready for board).pdf
25-07 FPUA GFP Enterprises Contract (ready for board).pdf
25-07 FPUA Hutson Food dba Levans Catering Contract (ready for board).pdf
25-07 FPUA Think Greek Contract (ready for board).pdf

FORT PIERCE UTILITIES AUTHORITY
CONTRACT

THIS CONTRACT ("Contract"), effective as of the date last signed below ("Effective Date"), is made between the Fort Pierce Utilities Authority ("FPUA") and Arthur's Catering, a Florida Corporation, with its principal address at 860 Sunshine Lane, Altamonte Springs, FL 32714 ("Contractor").

WHEREAS, the FPUA has determined that it is necessary, expedient, and in the best interest of the FPUA to retain contractor to perform emergency standby food catering services;

WHEREAS, the FPUA issued Invitation to Bid ("ITB") # 25-07 for Emergency Standby Food Catering Services on August 7, 2024;

WHEREAS, the FPUA evaluated the responses received and found the Contractor qualified to perform the necessary services;

WHEREAS, the Contractor has reviewed the services required pursuant to this Contract and is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions hereafter set forth.

NOW THEREFORE, the FPUA and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated into this Contract.

2. Services. The Contractor shall provide emergency standby food catering services in accordance with ITB # 25-07 and Contractor's proposal submitted in response to ITB # 25-07 and attached hereto as Exhibit "A" ("Contractor's Proposal"). In the event of a conflict between the terms and conditions of the ITB # 25-07, Contractor's Proposal, and this Contract, the terms and conditions of this Contract shall control, followed by the ITB, followed by the Contractor's Proposal.

3. Term. This Contract shall commence immediately upon the Effective Date and terminate on December 31, 2029, unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties.

4. Compensation.

4.1. The FPUA shall pay the Contractor for Services rendered hereunder and completed in accordance with the terms and conditions of this Contract and Contractor's pricing proposal, attached hereto as Exhibit "A", in a total amount not to exceed two hundred thousand dollars and no cents ($200,000.00) annually.

4.2. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the FPUA. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and FPUA may elect to issue no purchase orders. If a purchase order is issued, the FPUA reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

4.3. The FPUA's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the FPUA Board. The FPUA shall promptly notify the Contractor if the necessary appropriation is not made.

5. Method of Payment.

5.1. The FPUA shall pay the Contractor weekly through payment issued by its Finance Department in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the FPUA's Project Manager indicating that services have been rendered in conformity with this Contract.

5.2. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit A.

5.3. The Contractor's invoices shall be in a form satisfactory to the FPUA Finance Department, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the FPUA.

6. Termination.

6.1. Termination for Convenience. This Contract may be terminated by the FPUA, in its sole discretion, for convenience at any time and without cause, upon thirty (30) days written notice to Contractor. In the event of termination for convenience by the FPUA, the Contractor shall cease work and shall deliver to the FPUA all Deliverables as defined herein prepared or obtained by the Contractor in connection with its Services. The FPUA shall upon receipt of the aforesaid documents, pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to (1) the fee for each completed and accepted task plus (2) the fee for the percentage of the work completed in any authorized but uncompleted task, less (3) all previous payments made. Contractor acknowledges that the 30 days' notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause.

6.2. Termination for Cause.

6.2.1. This Contract may be terminated before the expiration date of the Term on written notice:

6.2.1.1.by Contractor, only in the event the FPUA fails to pay the Contractor's properly documented and submitted invoice and such failure

continues for ninety (90) days after FPUA's receipt of written notice of nonpayment;

6.2.1.2.by FPUA, if the Contractor breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the Contractor with 15 days after the FPUA's receipt of written notice of such breach;

6.2.1.3.by FPUA, if the Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business, or (F) the Contractor or any employee, servant, or agent of Contractor is indicted for any crime arising out of or in conjunction with any work being performed by Contractor for or on behalf of FPUA.

6.2.2. In the event of termination for cause by the FPUA, the Contractor shall promptly discontinue all Services. The FPUA may take over the Services and perform the Services to completion by agreement with another party or otherwise, including utilizing the services of Contractor's subcontractors. In such case, Contractor shall be liable to FPUA for any additional cost occasioned to FPUA thereby. In doing so, FPUA shall not waive its right to pursue any remedy that it may have against Contractor arising out of Contractor's performance hereunder. Upon Contractor's request, Contractor shall assign to FPUA, any subcontractor agreement that is required in order to complete the Services.

6.2.3. When FPUA terminates for cause, Contractor shall not be entitled to receive payment for any Services not actually and adequately completed.

6.2.4. In the event the Contract is terminated by FPUA for cause pursuant to this subsection 6.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection 6.1 and the provisions of subsection 6.2 shall apply.

6.3. **Termination for Non-Appropriation.** FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection 6.1.

6.4. In connection with any termination of the Contract for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not performed as

of the effective date of termination. In no event will the FPUA be responsible for lost profits of the Contractor or any asserted damages which may arise out of an alleged premature termination of this Contract.

6.5. Termination of the Contract or a portion thereof for any reason shall not relieve Contractor of its responsibility for its Services which shall survive the termination. Contractor's obligations to FPUA arising from Contractor's improper acts or omissions, including but not limited to indemnity and insurance obligations under this Contract, shall survive the termination of this Contract.

6.6. The obligations and duties imposed by this Contract on Contractor and FPUA's rights and remedies available hereunder are in addition to, and not a limitation of, any other obligations, duties, rights and remedies provided by law or under this Contract.

7. FPUA Project Manager. The Project Manager is hereby designated by the FPUA to be the Human Resource and Risk Manager or other alternate designate who shall represent the FPUA in all technical matters pertaining to and arising from the Services performed under this Contract. The Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Contract, including but not limited to:

7.1. Review of all Contractor payment requests for approval or rejection.

7.2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's Services during the period of this Contract.

8. Standards of Conduct.

8.1. The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all Services performed by or at the behest of the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Services.

8.2. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

8.3. The Contractor warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required hereunder. The Contractor further represents that no person having any such interest shall be employed to perform those services. The Contractor agrees to incorporate the

provisions of this Section in any subcontract into which it might enter with reference to the work performed.

8.5. Section 2-63 of the City of Fort Pierce Code of Ordinances, applies to this Contract. FPUA has the right to audit the books and records of Contractor under this Contract to the extent that such books and records are pertinent to the performance of this Contract. Contractor shall maintain an acceptable cost accounting system. All of Contractor's books, documents, papers and records directly relating to Services shall, upon reasonable notice by FPUA, be made available to FPUA or its designee, at no additional cost to FPUA. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract. If, as a result of an audit, it is established that Contractor has overstated its hours of Services, expenses, or hourly rates for any month, or percentage of lump sum amount earned in any month, the amount of any overcharge paid by FPUA as a result of an overstatement shall forthwith be refunded by Contractor to FPUA with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after FPUA's notice to Contractor of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Contractor's statement for that month, the entire reasonable expense of the audit shall be borne by Contractor.

8.6. Contractor shall, under no circumstance, look to FPUA to provide any labor or equipment for Contractor or the Services to be performed pursuant to this Contract. Contractor shall provide all of the labor and equipment necessary to perform the Services contracted for at the expense and sole risk of Contractor.

9. Compliance with Federal, State and Local Laws.

9.1. General. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

9.2. Permits. Contractor shall procure the permits, certificates, and licenses necessary to allow Contractor to perform the Services.

9.3. Public Records. Florida Public Records Law, Chapter 119, Florida Statutes, applies to this Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FPUA'S CUSTODIAN OF PUBLIC RECORDS AT PO BOX 3191, FORT PIERCE, FL 34948; 772-466-1600; PUBLICRECORDS@FPUA.COM.

If, under this Contract, the Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9.4. Protection of Trade Secret or Confidential Material. If the Contractor considers any information made or received in the course of performing the Contract to be a trade secret or otherwise confidential under Florida or federal law, Contractor must designate that portion of the materials by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (the Confidential Material). If FPUA receives a public records request for the Confidential Material it will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection to protect its Confidential Material from disclosure. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA for all claims, costs, fines, and attorney's fees arising from or relating to the designation of Confidential Material.

9.5. Scrutinized Companies List. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (a) of any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel, or (b) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473, or (c) is engaged in business operations in Cuba or Syria. Contractor further acknowledges that FPUA may immediately terminate any contract if Contractor is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

9.6. Public Entity Crimes. Pursuant to Section 287.133(2) (a), Florida Statutes, a contractor who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering into this Contract.

9.7. E-Verify Required. Pursuant to 448.095, Florida Statutes, FPUA and every contractor (including Contractor) and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095, a contract terminated under this provision is not a breach of contract.

9.8. State and Federal Funding. If FPUA determines that modifications to this Contract or any Addenda hereto are required to qualify for State or Federal funding for Contractor's Services, and if Contractor shall fail to consent to such modifications, or if Contractor is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, FPUA shall have the right to terminate this Contract for its convenience.

10. <u>Force Majeure.</u> The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the FPUA's purchase order or specified by the FPUA's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force Majeure" shall mean any event that results in the prevention or delay of performance by a party of

its obligations under this Contract, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either FPUA or Contractor under this Contract. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Contract.

11. Insurance.

11.1. General. Contractor shall be responsible for all damage to life and property due to the negligent acts, errors, or omissions of Contractor, their subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work, both temporary and permanent. Contractor will not be given a Notice to Proceed until Contractor has furnished an insurance certificate or certificates in a form satisfactory to FPUA, showing that Contractor has complied with this Section.

11.2. Minimum Insurance Requirements During Entire Term of Contract. Contractor shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

11.3. Workers' Compensation/Employers' Liability. Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 500,000	(Each Accident)
	$ 500,000	(Disease-Each Employee)
	$1,000,000	(Disease-Policy Limit)

11.4. Commercial General Liability. The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured – Owners, Lessees, Contractors or

Contractors). The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Medical Expense (any one person)	$Nil
Damage to Rented Premises (ea. Occurrence)	$Nil

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after termination or expiration of the Contract. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

11.5. Automobile Liability. Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$ 500,000

11.6. Miscellaneous Provisions.

11.6.1. The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

11.6.2. The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances approved in writing, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

11.6.3. Contractor agrees that FPUA and its board members, officials, officers and employees shall be included as additional insureds under such policy or policies of insurance as required herein, except for the workers' compensation/employers' liability and professional liability insurance coverage.

11.6.4. Insurance coverage shall be maintained with insurers lawfully authorized to do business in Florida and acceptable to FPUA, which companies shall, at a minimum, have a rating of not less than "A-" as to management and "VIII" as to strength in the latest edition of Best's Insurance Guide.

11.6.5. Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Contract or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

11.6.6. Until such insurance is no longer required by this Contract, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein. Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

11.7. Evidence of Insurance. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. An appropriate Certificate of Insurance (identifying the project, if applicable) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance. Any deductible or self-insurance retention should be indicated on the certificate of insurance. With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

11.8. Certificates. Certificates of Insurance must be completed as follows:

Additional Insured:
Fort Pierce Utilities Authority and its board members, officials, officers and employees.

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Program Manager
PO Box 3191
Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@FPUA.com

12. <u>Indemnification.</u> The Contractor shall save, defend, indemnify and hold harmless the FPUA from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the

Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract. This section shall survive the termination or expiration of this Contract.

13. Ownership of Documents.

13.1. Contractor understands and agrees that all work products, including, but not limited to, tracings, plans, reports, drawings, designs, specifications, calculations, other documents and data developed or collected by the Contractor in connection with its Services under this Contract, together with summaries and charts derived therefrom (hereinafter referred to as the "Deliverables"), shall be provided to, and shall become the sole property of the FPUA, and may be reproduced, used and reused at the discretion of the FPUA. The Contractor hereby assigns all its copyright and other proprietary interests in the Deliverables to the FPUA. Notwithstanding the above, any reuse of the work products by the FPUA on other projects will be at the risk of the FPUA.

13.2. The FPUA records all land related changes and/or activities in its corporate ESRI based Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of this Contract will be provided to the FPUA as a deliverable for inclusion into the FPUA's GIS, at no additional cost. GIS data files submitted must adhere to FPUA GIS Standards, and CAD drawings submitted must adhere to FPUA CAD standards.

13.3. Computer systems and databases used for providing the documents necessary to this Contract shall be compatible with existing FPUA systems.

13.4. Upon the termination of this Contract for any reason, and before being eligible for final payment of any amounts due, Contractor shall furnish to FPUA, at no additional cost or expense, one reproducible copy, in media acceptable to FPUA and one complete set on electronic media, of all Deliverables (to include compatible CAD, GIS, and modeling files) which have been prepared or accumulated by Contractor or by any of its subcontractors in rendering the Services.

13.5. Except as otherwise required pursuant to law, all Deliverables, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the FPUA or at its expense will be considered proprietary and will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the FPUA's prior written consent.

14. Sovereign Immunity. The FPUA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the FPUA beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the FPUA for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not

exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the FPUA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

15. Miscellaneous.

15.1. Assignability. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of FPUA, provided that claims for the money due or to become due to Contractor from FPUA under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to FPUA.

15.2. Attorney's Fees. Contractor agrees to pay FPUA's legal defense costs, including reasonable attorney's fees, in the event legal proceedings are brought by third parties against FPUA and/or Contractor and it is finally determined that said claim or legal proceedings are based upon the negligent acts, errors, or omissions of Contractor in the performance of this Contract.

15.3. Survivability. The provisions of this Contract which by their terms call for performance subsequent to termination of Contractor hereunder, or of this Contract, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.

15.4. Severability. The invalidity, illegality, or un-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

15.5. Choice of Law and Venue. This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.

15.6. Waiver. Neither the FPUA's review, approval, or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The rights and remedies of the parties provided for under this Contract are in addition to any other rights and remedies provided by law.

15.7. Independent Contractor. Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the method of performance. FPUA has no obligation to supervise the methods used, but FPUA shall have the

right, but not the obligation to observe such performance. Contractor shall work closely with FPUA in performing services under this Contract.

15.8. Notices. Any notice or other communication required to be given pursuant to this Agreement shall be deemed duly given if delivered personally or by overnight courier service or mailed by certified mail, return receipt requested, to the respective parties at the following addresses, or at such other address as shall be designated by any party in a written notice to the other party.

If to FPUA:

Fort Pierce Utilities Authority
Attn: Grisel Cortes
206 S. 6th Street
Fort Pierce, FL 34950

With Copy to:

Fort Pierce Utilities Authority
Attn: General Counsel
206 S. 6th Street
Fort Pierce, FL 34950

If to Contractor:

GFP Enterprises, LLC.
PO Box 639
Sisters, OR 97759

15.9. Entire Contract. This Contract (including any Attachments hereto) constitutes the entire Contract between FPUA and Contractor, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

15.10. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[*This section intentionally left blank; signature page follows*.]

IN WITNESS WHEREOF this Contract has been signed and sealed by the respective parties hereto as of the dates set forth below.

FORT PIERCE UTILITIES AUTHORITY	**ARTHURS CATRING, INC.**
Board Chair	Signature
Date	Printed Name
ATTEST:	Title
Board Secretary	Date

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

FORT PIERCE UTILITIES AUTHORITY
CONTRACT

THIS CONTRACT ("Contract"), effective as of the date last signed below ("Effective Date"), is made between the Fort Pierce Utilities Authority ("FPUA") and GFP Enterprises, LLC, an Oregon Limited Liability Company, with its principal address at 307 W. Sisters Park Drive, Sisters, OR 97759 ("Contractor").

WHEREAS, the FPUA has determined that it is necessary, expedient, and in the best interest of the FPUA to retain contractor to perform emergency standby food catering services;

WHEREAS, the FPUA issued Invitation to Bid ("ITB") # 25-07 for Emergency Standby Food Catering Services on August 7, 2024;

WHEREAS, the FPUA evaluated the responses received and found the Contractor qualified to perform the necessary services;

WHEREAS, the Contractor has reviewed the services required pursuant to this Contract and is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions hereafter set forth.

NOW THEREFORE, the FPUA and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated into this Contract.

2. **Services.** The Contractor shall provide emergency standby food catering services in accordance with ITB # 25-07 and Contractor's proposal submitted in response to ITB # 25-07 and attached hereto as Exhibit "A" ("Contractor's Proposal"). In the event of a conflict between the terms and conditions of the ITB # 25-07, Contractor's Proposal, and this Contract, the terms and conditions of this Contract shall control, followed by the ITB, followed by the Contractor's Proposal.

3. **Term.** This Contract shall commence immediately upon the Effective Date and terminate on December 31, 2029, unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties.

4. **Compensation.**

4.1. The FPUA shall pay the Contractor for Services rendered hereunder and completed in accordance with the terms and conditions of this Contract and Contractor's pricing proposal, attached hereto as Exhibit "A", in a total amount not to exceed two hundred thousand dollars and no cents ($200,000.00) annually.

4.2. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the FPUA. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and FPUA may elect to issue no purchase orders. If a purchase order is issued, the FPUA reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

4.3. The FPUA's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the FPUA Board. The FPUA shall promptly notify the Contractor if the necessary appropriation is not made.

5. Method of Payment.

5.1. The FPUA shall pay the Contractor weekly through payment issued by its Finance Department in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the FPUA's Project Manager indicating that services have been rendered in conformity with this Contract.

5.2. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit A.

5.3. The Contractor's invoices shall be in a form satisfactory to the FPUA Finance Department, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the FPUA.

6. Termination.

6.1. Termination for Convenience. This Contract may be terminated by the FPUA, in its sole discretion, for convenience at any time and without cause, upon thirty (30) days written notice to Contractor. In the event of termination for convenience by the FPUA, the Contractor shall cease work and shall deliver to the FPUA all Deliverables as defined herein prepared or obtained by the Contractor in connection with its Services. The FPUA shall upon receipt of the aforesaid documents, pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to (1) the fee for each completed and accepted task plus (2) the fee for the percentage of the work completed in any authorized but uncompleted task, less (3) all previous payments made. Contractor acknowledges that the 30 days' notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause.

6.2. Termination for Cause.

6.2.1. This Contract may be terminated before the expiration date of the Term on written notice:

6.2.1.1.by Contractor, only in the event the FPUA fails to pay the Contractor's properly documented and submitted invoice and such failure

continues for ninety (90) days after FPUA's receipt of written notice of nonpayment;

6.2.1.2.by FPUA, if the Contractor breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the Contractor with 15 days after the FPUA's receipt of written notice of such breach;

6.2.1.3.by FPUA, if the Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business, or (F) the Contractor or any employee, servant, or agent of Contractor is indicted for any crime arising out of or in conjunction with any work being performed by Contractor for or on behalf of FPUA.

6.2.2. In the event of termination for cause by the FPUA, the Contractor shall promptly discontinue all Services. The FPUA may take over the Services and perform the Services to completion by agreement with another party or otherwise, including utilizing the services of Contractor's subcontractors. In such case, Contractor shall be liable to FPUA for any additional cost occasioned to FPUA thereby. In doing so, FPUA shall not waive its right to pursue any remedy that it may have against Contractor arising out of Contractor's performance hereunder. Upon Contractor's request, Contractor shall assign to FPUA, any subcontractor agreement that is required in order to complete the Services.

6.2.3. When FPUA terminates for cause, Contractor shall not be entitled to receive payment for any Services not actually and adequately completed.

6.2.4. In the event the Contract is terminated by FPUA for cause pursuant to this subsection 6.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection 6.1 and the provisions of subsection 6.2 shall apply.

6.3. **Termination for Non-Appropriation.** FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection 6.1.

6.4. In connection with any termination of the Contract for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not performed as

of the effective date of termination. In no event will the FPUA be responsible for lost profits of the Contractor or any asserted damages which may arise out of an alleged premature termination of this Contract.

6.5. Termination of the Contract or a portion thereof for any reason shall not relieve Contractor of its responsibility for its Services which shall survive the termination. Contractor's obligations to FPUA arising from Contractor's improper acts or omissions, including but not limited to indemnity and insurance obligations under this Contract, shall survive the termination of this Contract.

6.6. The obligations and duties imposed by this Contract on Contractor and FPUA's rights and remedies available hereunder are in addition to, and not a limitation of, any other obligations, duties, rights and remedies provided by law or under this Contract.

7. FPUA Project Manager. The Project Manager is hereby designated by the FPUA to be the Human Resource and Risk Manager or other alternate designate who shall represent the FPUA in all technical matters pertaining to and arising from the Services performed under this Contract. The Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Contract, including but not limited to:

7.1. Review of all Contractor payment requests for approval or rejection.

7.2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's Services during the period of this Contract.

8. Standards of Conduct.

8.1. The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all Services performed by or at the behest of the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Services.

8.2. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

8.3. The Contractor warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required hereunder. The Contractor further represents that no person having any such interest shall be employed to perform those services. The Contractor agrees to incorporate the

provisions of this Section in any subcontract into which it might enter with reference to the work performed.

8.5. Section 2-63 of the City of Fort Pierce Code of Ordinances, applies to this Contract. FPUA has the right to audit the books and records of Contractor under this Contract to the extent that such books and records are pertinent to the performance of this Contract. Contractor shall maintain an acceptable cost accounting system. All of Contractor's books, documents, papers and records directly relating to Services shall, upon reasonable notice by FPUA, be made available to FPUA or its designee, at no additional cost to FPUA. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract. If, as a result of an audit, it is established that Contractor has overstated its hours of Services, expenses, or hourly rates for any month, or percentage of lump sum amount earned in any month, the amount of any overcharge paid by FPUA as a result of an overstatement shall forthwith be refunded by Contractor to FPUA with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after FPUA's notice to Contractor of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Contractor's statement for that month, the entire reasonable expense of the audit shall be borne by Contractor.

8.6. Contractor shall, under no circumstance, look to FPUA to provide any labor or equipment for Contractor or the Services to be performed pursuant to this Contract. Contractor shall provide all of the labor and equipment necessary to perform the Services contracted for at the expense and sole risk of Contractor.

9. Compliance with Federal, State and Local Laws.

9.1. General. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

9.2. Permits. Contractor shall procure the permits, certificates, and licenses necessary to allow Contractor to perform the Services.

9.3. Public Records. Florida Public Records Law, Chapter 119, Florida Statutes, applies to this Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FPUA'S CUSTODIAN OF PUBLIC RECORDS AT PO BOX 3191, FORT PIERCE, FL 34948; 772-466-1600; PUBLICRECORDS@FPUA.COM.

If, under this Contract, the Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9.4. Protection of Trade Secret or Confidential Material. If the Contractor considers any information made or received in the course of performing the Contract to be a trade secret or otherwise confidential under Florida or federal law, Contractor must designate that portion of the materials by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (the Confidential Material). If FPUA receives a public records request for the Confidential Material it will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection to protect its Confidential Material from disclosure. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA for all claims, costs, fines, and attorney's fees arising from or relating to the designation of Confidential Material.

9.5. Scrutinized Companies List. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (a) of any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel, or (b) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473, or (c) is engaged in business operations in Cuba or Syria. Contractor further acknowledges that FPUA may immediately terminate any contract if Contractor is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

9.6. Public Entity Crimes. Pursuant to Section 287.133(2) (a), Florida Statutes, a contractor who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering into this Contract.

9.7. E-Verify Required. Pursuant to 448.095, Florida Statutes, FPUA and every contractor (including Contractor) and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095, a contract terminated under this provision is not a breach of contract.

9.8. State and Federal Funding. If FPUA determines that modifications to this Contract or any Addenda hereto are required to qualify for State or Federal funding for Contractor's Services, and if Contractor shall fail to consent to such modifications, or if Contractor is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, FPUA shall have the right to terminate this Contract for its convenience.

10. Force Majeure. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the FPUA's purchase order or specified by the FPUA's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force Majeure" shall mean any event that results in the prevention or delay of performance by a party of

its obligations under this Contract, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either FPUA or Contractor under this Contract. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Contract.

11. Insurance.

11.1. General. Contractor shall be responsible for all damage to life and property due to the negligent acts, errors, or omissions of Contractor, their subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work, both temporary and permanent. Contractor will not be given a Notice to Proceed until Contractor has furnished an insurance certificate or certificates in a form satisfactory to FPUA, showing that Contractor has complied with this Section.

11.2. Minimum Insurance Requirements During Entire Term of Contract. Contractor shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

11.3. Workers' Compensation/Employers' Liability. Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 500,000	(Each Accident)
	$ 500,000	(Disease-Each Employee)
	$1,000,000	(Disease-Policy Limit)

11.4. Commercial General Liability. The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured – Owners, Lessees, Contractors or

Contractors). The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Medical Expense (any one person)	$Nil
Damage to Rented Premises (ea. Occurrence)	$Nil

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after termination or expiration of the Contract. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

11.5. Automobile Liability. Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$ 500,000

11.6. Miscellaneous Provisions.

11.6.1. The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

11.6.2. The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances approved in writing, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

11.6.3. Contractor agrees that FPUA and its board members, officials, officers and employees shall be included as additional insureds under such policy or policies of insurance as required herein, except for the workers' compensation/employers' liability and professional liability insurance coverage.

11.6.4. Insurance coverage shall be maintained with insurers lawfully authorized to do business in Florida and acceptable to FPUA, which companies shall, at a minimum, have a rating of not less than "A-" as to management and "VIII" as to strength in the latest edition of Best's Insurance Guide.

11.6.5. Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Contract or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

11.6.6. Until such insurance is no longer required by this Contract, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein. Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

11.7. Evidence of Insurance. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. An appropriate Certificate of Insurance (identifying the project, if applicable) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance. Any deductible or self-insurance retention should be indicated on the certificate of insurance. With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

11.8. Certificates. Certificates of Insurance must be completed as follows:

Additional Insured:
Fort Pierce Utilities Authority and its board members, officials, officers and employees.

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Program Manager
PO Box 3191
Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@FPUA.com

12. Indemnification. The Contractor shall save, defend, indemnify and hold harmless the FPUA from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the

Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract. This section shall survive the termination or expiration of this Contract.

13. Ownership of Documents.

13.1. Contractor understands and agrees that all work products, including, but not limited to, tracings, plans, reports, drawings, designs, specifications, calculations, other documents and data developed or collected by the Contractor in connection with its Services under this Contract, together with summaries and charts derived therefrom (hereinafter referred to as the "Deliverables"), shall be provided to, and shall become the sole property of the FPUA, and may be reproduced, used and reused at the discretion of the FPUA. The Contractor hereby assigns all its copyright and other proprietary interests in the Deliverables to the FPUA. Notwithstanding the above, any reuse of the work products by the FPUA on other projects will be at the risk of the FPUA.

13.2. The FPUA records all land related changes and/or activities in its corporate ESRI based Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of this Contract will be provided to the FPUA as a deliverable for inclusion into the FPUA's GIS, at no additional cost. GIS data files submitted must adhere to FPUA GIS Standards, and CAD drawings submitted must adhere to FPUA CAD standards.

13.3. Computer systems and databases used for providing the documents necessary to this Contract shall be compatible with existing FPUA systems.

13.4. Upon the termination of this Contract for any reason, and before being eligible for final payment of any amounts due, Contractor shall furnish to FPUA, at no additional cost or expense, one reproducible copy, in media acceptable to FPUA and one complete set on electronic media, of all Deliverables (to include compatible CAD, GIS, and modeling files) which have been prepared or accumulated by Contractor or by any of its subcontractors in rendering the Services.

13.5. Except as otherwise required pursuant to law, all Deliverables, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the FPUA or at its expense will be considered proprietary and will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the FPUA's prior written consent.

14. Sovereign Immunity. The FPUA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the FPUA beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the FPUA for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not

exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the FPUA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

15. Miscellaneous.

15.1. Assignability. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of FPUA, provided that claims for the money due or to become due to Contractor from FPUA under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to FPUA.

15.2. Attorney's Fees. Contractor agrees to pay FPUA's legal defense costs, including reasonable attorney's fees, in the event legal proceedings are brought by third parties against FPUA and/or Contractor and it is finally determined that said claim or legal proceedings are based upon the negligent acts, errors, or omissions of Contractor in the performance of this Contract.

15.3. Survivability. The provisions of this Contract which by their terms call for performance subsequent to termination of Contractor hereunder, or of this Contract, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.

15.4. Severability. The invalidity, illegality, or un-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

15.5. Choice of Law and Venue. This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.

15.6. Waiver. Neither the FPUA's review, approval, or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The rights and remedies of the parties provided for under this Contract are in addition to any other rights and remedies provided by law.

15.7. Independent Contractor. Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the method of performance. FPUA has no obligation to supervise the methods used, but FPUA shall have the

right, but not the obligation to observe such performance. Contractor shall work closely with FPUA in performing services under this Contract.

15.8. Notices. Any notice or other communication required to be given pursuant to this Agreement shall be deemed duly given if delivered personally or by overnight courier service or mailed by certified mail, return receipt requested, to the respective parties at the following addresses, or at such other address as shall be designated by any party in a written notice to the other party.

If to FPUA:

Fort Pierce Utilities Authority
Attn: Grisel Cortes
206 S. 6th Street
Fort Pierce, FL 34950

With Copy to:

Fort Pierce Utilities Authority
Attn: General Counsel
206 S. 6th Street
Fort Pierce, FL 34950

If to Contractor:

GFP Enterprises, LLC.
PO Box 639
Sisters, OR 97759

15.9. Entire Contract. This Contract (including any Attachments hereto) constitutes the entire Contract between FPUA and Contractor, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

15.10. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[*This section intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF this Contract has been signed and sealed by the respective parties hereto as of the dates set forth below.

FORT PIERCE UTILITIES AUTHORITY	**GFP ENTERPRISES, LLC.**
	Donald R. Pollard
Board Chair	Signature
	Donald R. Pollard
Date	Printed Name
ATTEST:	C.E.O.
	Title
	11/10/24
Board Secretary	Date

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

PRICING

BID RESPONSE FORM

Bid Item	EMERGENCY STANDBY FOOD CATERING SERVICES

Bid Number	ITB 25-07	Due Date and Time	Friday, August 30, 2024 @ 11:00 AM EST

The offeror agrees to furnish and deliver to the Fort Pierce Utilities Authority at the place specified, the following items or services in accordance with specifications and scope of work herein at the prices quoted below:

Instructions : Fill in unit prices for all items and extended total. The actual quantities of any given line item may vary as to suit the needs of the FPUA.
The quantiles provided below are considered estimates only and are for evaluation purposes only. FPUA does not guarantee any number of actual

Having carefully examined the Solicitation Documents, Vendor proposes to furnish the following which meet the specifications listed within the solicitation.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the ITB Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. FPUA is not responsible for errors in formulas or calculations contained within Excel document(s). In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

FPUA will only accept pricing bids submitted on the Bid Response Form(s) provided by FPUA. Pricing bids submitted on other forms, other than those provided by FPUA, will be deemed non-responsive and ineligible for award.

Category 1 - Meals - refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 FOOD & BEVERAGE for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
101-1	Breakfast Service (Hot)	Per Meal	250	**$16.50**	**$4,125.00**
101-2	Lunch Service (Hot or Cold) - Primarily Boxed	Per Meal	250	**$18.00**	**$4,500.00**
101-3	Dinner - Service (Hot)	Per Meal	250	**$22.32**	**$5,580.00**
101-4	Per person/unit price for service over 250	Per Person	1	**$70.40**	**$70.40**
101-5	Bottled power Drink (separate from meals)	Per bottle	600	**$1,800.00**	**$1,800.00**
101-6	Bottled water (separate from meals)	Per bottle	600	**$900.00**	**$900.00**
101-7	Assorted canned soda (separate from meals)	Per bottle	300	**$600.00**	**$600.00**
Category 1 Subtotal:					**$17,575.40**

Category 2 - ALL DAY Beverage Station-refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 Food & Beverage -
Item 6.1 Bulk Beverages for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
201-1	Bulk Coffee (Hot) Station - Per 24 Hour Period (minimum 30 servings)	per container	[redacted]	$150.00	$150.00
201-2	Bulk Ice Tea Station-sweetened-Per 24 Hour Period (minimum 30 Servings)	per container		$150.00	$150.00
201-3	Bulk Ice Tea Station-unsweetened-Per 24 Hour Period (minimum 30 servings)	per container		$150.00	$150.00
201-4	Tub(s) of ice for Bottled Water	per container			
201-5	Additional Bottled Water	Per bottle	100	$135.00	$135.00
201-5	Additional Bottled power Drink (separate from meals)	Per bottle	100	$270.00	$270.00
201-5	Additional Assorted canned soda (separate from meals)	Per bottle	100	$180.00	$180.00
Category 2 Subtotal:					$1,035.00

Category 3 - 24-HOUR SNACK BAGS-refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 Food & Beverage -
Item 6.2 Additional Beverages & Snacks for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
301-1	24-hour snack bags (assortment)	Per Bag	50	$200.00	$200.00
301-2	Per person/unit price for bags over 50	Per Bag	1	$4.00	$4.00
301-3	Additional Bottled Power Drinks	per case	[redacted]	$64.80	$64.80
301-4	Additional Bottled Water	per case		$32.40	$32.40
301-5	Additional Assorted Canned Soda	per case		$43.20	$43.20
301-6	Bagged Ice (fill-size to be provided)	per bag	Size 10lb	$10.00	$10.00
Category 3 Subtotal:					$354.40

TOTAL BID PRICE (Category 1-3):	$18,964.80

Category 4 - Miscellaneous Services - Other - if needed (NOT PART OF TOTAL BID PRICE RESPONSE)

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
401-1	Tables - for seating 250, fill-in table quantity	Per Period	55	$385.00	$385.00
401-2	Chairs - for seating 250	Per Period	250	$1,500.00	$1500.00
401-3	One time delivery and set-up fee (Mobilization)	1	1	$14,640.00	$14,640.00
401-4	One time break down fee (de-mobilization)	1	1	$14,640.00	$14,640.00

*Pricing as provided by GFP Enterprises is based on a guaranteed 7 day minimum operational period.

ADDENDUM ACKNOWLEDGEMENT

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	

Vendor GFP Enterprises, LLC

Address 307 W. Sisters Park Dr / PO Box 639

City, State, Zip Code Sisters, OR 97759

Email Address donp@gfpenterprises.com

Typed Name, Title Donald R. Pollard - CEO

Signature Donald R. Pollard **Date** 8/26/2024

Telephone # 541-549-8167 **Fax #** 541-549-8129

Is this business registered with the State of Florida as a minority-owned, disadvantaged business?

Yes / (No)

FORT PIERCE UTILITIES AUTHORITY
CONTRACT

THIS CONTRACT ("Contract"), effective as of the date last signed below ("Effective Date"), is made between the Fort Pierce Utilities Authority ("FPUA") and Hutson Food Services, Inc. dba Levans Catering, a Florida Corporation, with its principal address at 910 Belle Avenue, Suite 1080, Winter Springs, FL 32708 ("Contractor").

WHEREAS, the FPUA has determined that it is necessary, expedient, and in the best interest of the FPUA to retain contractor to perform emergency standby food catering services;

WHEREAS, the FPUA issued Invitation to Bid ("ITB") # 25-07 for Emergency Standby Food Catering Services on August 7, 2024;

WHEREAS, the FPUA evaluated the responses received and found the Contractor qualified to perform the necessary services;

WHEREAS, the Contractor has reviewed the services required pursuant to this Contract and is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions hereafter set forth.

NOW THEREFORE, the FPUA and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated into this Contract.

2. Services. The Contractor shall provide emergency standby food catering services in accordance with ITB # 25-07 and Contractor's proposal submitted in response to ITB # 25-07 and attached hereto as Exhibit "A" ("Contractor's Proposal"). In the event of a conflict between the terms and conditions of the ITB # 25-07, Contractor's Proposal, and this Contract, the terms and conditions of this Contract shall control, followed by the ITB, followed by the Contractor's Proposal.

3. Term. This Contract shall commence immediately upon the Effective Date and terminate on December 31, 2029, unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties.

4. Compensation.

4.1. The FPUA shall pay the Contractor for Services rendered hereunder and completed in accordance with the terms and conditions of this Contract and Contractor's pricing proposal, attached hereto as Exhibit "A", in a total amount not to exceed two hundred thousand dollars and no cents ($200,000.00) annually.

4.2. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the FPUA. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and FPUA may elect to issue no purchase orders. If a purchase order is issued, the FPUA reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

4.3. The FPUA's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the FPUA Board. The FPUA shall promptly notify the Contractor if the necessary appropriation is not made.

5. Method of Payment.

5.1. The FPUA shall pay the Contractor weekly through payment issued by its Finance Department in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the FPUA's Project Manager indicating that services have been rendered in conformity with this Contract.

5.2. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit A.

5.3. The Contractor's invoices shall be in a form satisfactory to the FPUA Finance Department, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the FPUA.

6. Termination.

6.1. Termination for Convenience. This Contract may be terminated by the FPUA, in its sole discretion, for convenience at any time and without cause, upon thirty (30) days written notice to Contractor. In the event of termination for convenience by the FPUA, the Contractor shall cease work and shall deliver to the FPUA all Deliverables as defined herein prepared or obtained by the Contractor in connection with its Services. The FPUA shall upon receipt of the aforesaid documents, pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to (1) the fee for each completed and accepted task plus (2) the fee for the percentage of the work completed in any authorized but uncompleted task, less (3) all previous payments made. Contractor acknowledges that the 30 days' notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause.

6.2. Termination for Cause.

6.2.1. This Contract may be terminated before the expiration date of the Term on written notice:

6.2.1.1.by Contractor, only in the event the FPUA fails to pay the Contractor's properly documented and submitted invoice and such failure

continues for ninety (90) days after FPUA's receipt of written notice of nonpayment;

6.2.1.2.by FPUA, if the Contractor breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the Contractor with 15 days after the FPUA's receipt of written notice of such breach;

6.2.1.3.by FPUA, if the Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business, or (F) the Contractor or any employee, servant, or agent of Contractor is indicted for any crime arising out of or in conjunction with any work being performed by Contractor for or on behalf of FPUA.

6.2.2. In the event of termination for cause by the FPUA, the Contractor shall promptly discontinue all Services. The FPUA may take over the Services and perform the Services to completion by agreement with another party or otherwise, including utilizing the services of Contractor's subcontractors. In such case, Contractor shall be liable to FPUA for any additional cost occasioned to FPUA thereby. In doing so, FPUA shall not waive its right to pursue any remedy that it may have against Contractor arising out of Contractor's performance hereunder. Upon Contractor's request, Contractor shall assign to FPUA, any subcontractor agreement that is required in order to complete the Services.

6.2.3. When FPUA terminates for cause, Contractor shall not be entitled to receive payment for any Services not actually and adequately completed.

6.2.4. In the event the Contract is terminated by FPUA for cause pursuant to this subsection 6.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection 6.1 and the provisions of subsection 6.2 shall apply.

6.3. **Termination for Non-Appropriation.** FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection 6.1.

6.4. In connection with any termination of the Contract for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not performed as

of the effective date of termination. In no event will the FPUA be responsible for lost profits of the Contractor or any asserted damages which may arise out of an alleged premature termination of this Contract.

6.5. Termination of the Contract or a portion thereof for any reason shall not relieve Contractor of its responsibility for its Services which shall survive the termination. Contractor's obligations to FPUA arising from Contractor's improper acts or omissions, including but not limited to indemnity and insurance obligations under this Contract, shall survive the termination of this Contract.

6.6. The obligations and duties imposed by this Contract on Contractor and FPUA's rights and remedies available hereunder are in addition to, and not a limitation of, any other obligations, duties, rights and remedies provided by law or under this Contract.

7. FPUA Project Manager. The Project Manager is hereby designated by the FPUA to be the Human Resource and Risk Manager or other alternate designate who shall represent the FPUA in all technical matters pertaining to and arising from the Services performed under this Contract. The Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Contract, including but not limited to:

7.1. Review of all Contractor payment requests for approval or rejection.

7.2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's Services during the period of this Contract.

8. Standards of Conduct.

8.1. The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all Services performed by or at the behest of the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Services.

8.2. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

8.3. The Contractor warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required hereunder. The Contractor further represents that no person having any such interest shall be employed to perform those services. The Contractor agrees to incorporate the

provisions of this Section in any subcontract into which it might enter with reference to the work performed.

8.5. Section 2-63 of the City of Fort Pierce Code of Ordinances, applies to this Contract. FPUA has the right to audit the books and records of Contractor under this Contract to the extent that such books and records are pertinent to the performance of this Contract. Contractor shall maintain an acceptable cost accounting system. All of Contractor's books, documents, papers and records directly relating to Services shall, upon reasonable notice by FPUA, be made available to FPUA or its designee, at no additional cost to FPUA. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract. If, as a result of an audit, it is established that Contractor has overstated its hours of Services, expenses, or hourly rates for any month, or percentage of lump sum amount earned in any month, the amount of any overcharge paid by FPUA as a result of an overstatement shall forthwith be refunded by Contractor to FPUA with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after FPUA's notice to Contractor of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Contractor's statement for that month, the entire reasonable expense of the audit shall be borne by Contractor.

8.6. Contractor shall, under no circumstance, look to FPUA to provide any labor or equipment for Contractor or the Services to be performed pursuant to this Contract. Contractor shall provide all of the labor and equipment necessary to perform the Services contracted for at the expense and sole risk of Contractor.

9. Compliance with Federal, State and Local Laws.

9.1. General. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

9.2. Permits. Contractor shall procure the permits, certificates, and licenses necessary to allow Contractor to perform the Services.

9.3. Public Records. Florida Public Records Law, Chapter 119, Florida Statutes, applies to this Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FPUA'S CUSTODIAN OF PUBLIC RECORDS AT PO BOX 3191, FORT PIERCE, FL 34948; 772-466-1600; PUBLICRECORDS@FPUA.COM.

If, under this Contract, the Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9.4. Protection of Trade Secret or Confidential Material. If the Contractor considers any information made or received in the course of performing the Contract to be a trade secret or otherwise confidential under Florida or federal law, Contractor must designate that portion of the materials by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (the Confidential Material). If FPUA receives a public records request for the Confidential Material it will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection to protect its Confidential Material from disclosure. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA for all claims, costs, fines, and attorney's fees arising from or relating to the designation of Confidential Material.

9.5. Scrutinized Companies List. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (a) of any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel, or (b) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473, or (c) is engaged in business operations in Cuba or Syria. Contractor further acknowledges that FPUA may immediately terminate any contract if Contractor is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

9.6. Public Entity Crimes. Pursuant to Section 287.133(2) (a), Florida Statutes, a contractor who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering into this Contract.

9.7. E-Verify Required. Pursuant to 448.095, Florida Statutes, FPUA and every contractor (including Contractor) and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095, a contract terminated under this provision is not a breach of contract.

9.8. State and Federal Funding. If FPUA determines that modifications to this Contract or any Addenda hereto are required to qualify for State or Federal funding for Contractor's Services, and if Contractor shall fail to consent to such modifications, or if Contractor is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, FPUA shall have the right to terminate this Contract for its convenience.

10. <u>Force Majeure.</u> The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the FPUA's purchase order or specified by the FPUA's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force Majeure" shall mean any event that results in the prevention or delay of performance by a party of

its obligations under this Contract, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either FPUA or Contractor under this Contract. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Contract.

11. Insurance.

11.1. General. Contractor shall be responsible for all damage to life and property due to the negligent acts, errors, or omissions of Contractor, their subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work, both temporary and permanent. Contractor will not be given a Notice to Proceed until Contractor has furnished an insurance certificate or certificates in a form satisfactory to FPUA, showing that Contractor has complied with this Section.

11.2. Minimum Insurance Requirements During Entire Term of Contract. Contractor shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

11.3. Workers' Compensation/Employers' Liability. Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 500,000	(Each Accident)
	$ 500,000	(Disease-Each Employee)
	$1,000,000	(Disease-Policy Limit)

11.4. Commercial General Liability. The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured – Owners, Lessees, Contractors or

Contractors). The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Medical Expense (any one person)	$Nil
Damage to Rented Premises (ea. Occurrence)	$Nil

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after termination or expiration of the Contract. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

11.5. Automobile Liability. Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$ 500,000

11.6. Miscellaneous Provisions.

11.6.1. The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

11.6.2. The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances approved in writing, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

11.6.3. Contractor agrees that FPUA and its board members, officials, officers and employees shall be included as additional insureds under such policy or policies of insurance as required herein, except for the workers' compensation/employers' liability and professional liability insurance coverage.

11.6.4. Insurance coverage shall be maintained with insurers lawfully authorized to do business in Florida and acceptable to FPUA, which companies shall, at a minimum, have a rating of not less than "A-" as to management and "VIII" as to strength in the latest edition of Best's Insurance Guide.

11.6.5. Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Contract or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

11.6.6. Until such insurance is no longer required by this Contract, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein. Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

11.7. Evidence of Insurance. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. An appropriate Certificate of Insurance (identifying the project, if applicable) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance. Any deductible or self-insurance retention should be indicated on the certificate of insurance. With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

11.8. Certificates. Certificates of Insurance must be completed as follows:

Additional Insured:
Fort Pierce Utilities Authority and its board members, officials, officers and employees.

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Program Manager
PO Box 3191
Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@FPUA.com

12. <u>Indemnification.</u> The Contractor shall save, defend, indemnify and hold harmless the FPUA from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the

Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract. This section shall survive the termination or expiration of this Contract.

13. Ownership of Documents.

13.1. Contractor understands and agrees that all work products, including, but not limited to, tracings, plans, reports, drawings, designs, specifications, calculations, other documents and data developed or collected by the Contractor in connection with its Services under this Contract, together with summaries and charts derived therefrom (hereinafter referred to as the "Deliverables"), shall be provided to, and shall become the sole property of the FPUA, and may be reproduced, used and reused at the discretion of the FPUA. The Contractor hereby assigns all its copyright and other proprietary interests in the Deliverables to the FPUA. Notwithstanding the above, any reuse of the work products by the FPUA on other projects will be at the risk of the FPUA.

13.2. The FPUA records all land related changes and/or activities in its corporate ESRI based Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of this Contract will be provided to the FPUA as a deliverable for inclusion into the FPUA's GIS, at no additional cost. GIS data files submitted must adhere to FPUA GIS Standards, and CAD drawings submitted must adhere to FPUA CAD standards.

13.3. Computer systems and databases used for providing the documents necessary to this Contract shall be compatible with existing FPUA systems.

13.4. Upon the termination of this Contract for any reason, and before being eligible for final payment of any amounts due, Contractor shall furnish to FPUA, at no additional cost or expense, one reproducible copy, in media acceptable to FPUA and one complete set on electronic media, of all Deliverables (to include compatible CAD, GIS, and modeling files) which have been prepared or accumulated by Contractor or by any of its subcontractors in rendering the Services.

13.5. Except as otherwise required pursuant to law, all Deliverables, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the FPUA or at its expense will be considered proprietary and will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the FPUA's prior written consent.

14. Sovereign Immunity. The FPUA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the FPUA beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the FPUA for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not

exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the FPUA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

15. Miscellaneous.

15.1. Assignability. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of FPUA, provided that claims for the money due or to become due to Contractor from FPUA under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to FPUA.

15.2. Attorney's Fees. Contractor agrees to pay FPUA's legal defense costs, including reasonable attorney's fees, in the event legal proceedings are brought by third parties against FPUA and/or Contractor and it is finally determined that said claim or legal proceedings are based upon the negligent acts, errors, or omissions of Contractor in the performance of this Contract.

15.3. Survivability. The provisions of this Contract which by their terms call for performance subsequent to termination of Contractor hereunder, or of this Contract, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.

15.4. Severability. The invalidity, illegality, or un-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

15.5. Choice of Law and Venue. This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.

15.6. Waiver. Neither the FPUA's review, approval, or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The rights and remedies of the parties provided for under this Contract are in addition to any other rights and remedies provided by law.

15.7. Independent Contractor. Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the method of performance. FPUA has no obligation to supervise the methods used, but FPUA shall have the

right, but not the obligation to observe such performance. Contractor shall work closely with FPUA in performing services under this Contract.

15.8. Notices. Any notice or other communication required to be given pursuant to this Agreement shall be deemed duly given if delivered personally or by overnight courier service or mailed by certified mail, return receipt requested, to the respective parties at the following addresses, or at such other address as shall be designated by any party in a written notice to the other party.

If to FPUA:

Fort Pierce Utilities Authority
Attn: Grisel Cortes
206 S. 6th Street
Fort Pierce, FL 34950

With Copy to:

Fort Pierce Utilities Authority
Attn: General Counsel
206 S. 6th Street
Fort Pierce, FL 34950

If to Contractor:

Hutson Food Services, Inc. dba Levans Catering
910 Belle Avenue, Suite 1080
Winter Springs, FL 32708

15.9. Entire Contract. This Contract (including any Attachments hereto) constitutes the entire Contract between FPUA and Contractor, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

15.10. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[*This section intentionally left blank; signature page follows*.]

IN WITNESS WHEREOF this Contract has been signed and sealed by the respective parties hereto as of the dates set forth below.

FORT PIERCE UTILITIES AUTHORITY

Board Chair

Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

HUTSON FOOD SERVICES, INC. DBA LEVANS CATERING

Signature

Duane Hutson

Printed Name

Owner

Title

11/7/24

Date

EXHIBIT A

PRICING SCHEDULE-EMERGENCY STANDBY CATERING SERVICES - VERIFICATION OF PRICING SUBMITTAL AT 9/13/2024

Instructions : Fill in unit prices for all items and extended total. The actual quantities of any given line item may vary as to suit the needs of the FPUA. The quantities provided below are considered estimates only and are for evaluation purposes only. FPUA does not guarantee any number of actual amounts within

Having carefully examined the Solicitation Documents, Vendor proposes to furnish the following which meet the specifications listed within the solicitation.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the ITB Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. FPUA is not responsible for errors in formulas or calculations contained within Excel document(s). In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

FPUA will only accept pricing bids submitted on the Bid Response Form(s) provided by FPUA. Pricing bids submitted on other forms, other than those provided by FPUA, will be deemed non-responsive and ineligible for award.

Category 1 - Meals - refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 FOOD & BEVERAGE for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
101-1	Breakfast Service (Hot)	Per Meal	250	$ 28.95	$ 7,237.50
101-2	Lunch Service (Hot or Cold) - Primarily Boxed	Per Meal	250	$ 32.95	$ 8,237.50
101-3	Dinner - Service (Hot)	Per Meal	250	$ 47.95	$ 11,987.50
101-4	Per person/unit price for service over 250	Per Person	1	$ 109.85	$ 109.85
101-5	Bottled power Drink (separate from meals)	Per bottle	600	$ 2.00	$ 1,200.00
101-6	Bottled water (separate from meals)	Per bottle	600	$ 0.35	$ 210.00
101-7	Assorted canned soda (separate from meals)	Per bottle	300	$ 1.40	$ 420.00
				Category 1 Subtotal:	**$ 29,402.35**

Category 2 - ALL DAY Beverage Station-refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 Food & Beverage - Item 6.1 Bulk Beverages for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
201-1	Bulk Coffee (Hot) Station - Per 24 Hour Period (minimum 30 servings)	per container	[redacted]	$ 50.00	$ 50.00
201-2	Bulk Ice Tea Station-sweetened-Per 24 Hour Period (minimum 30 Servings)	per container		$ 25.00	$ 25.00
201-3	Bulk Ice Tea Station-unsweetened-Per 24 Hour Period (minimum 30 servings)	per container		$ 25.00	$ 25.00
201-4	Tub(s) of ice for Bottled Water	per container		$ 10.00	$ 10.00
201-5	Additional Bottled Water	Per bottle	100	$ 0.35	$ 35.00
201-5	Additional Bottled power Drink (separate from meals)	Per bottle	100	$ 2.00	$ 200.00
201-5	Additional Assorted canned soda (separate from meals)	Per bottle	100	$ 1.40	$ 140.00
				Category 2 Subtotal:	**$ 485.00**

Category 3 - 24-HOUR SNACK BAGS-refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 Food & Beverage - Item 6.2 Additional Beverages & Snacks for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
301-1	24-hour snack bags (assortment)	Per Bag	50	$ 7.50	$ 375.00
301-2	Per person/unit price for bags over 50	Per Bag	1	$ 7.50	$ 7.50
301-3	Additional Bottled Power Drinks	per case	[redacted]	$ 48.00	$ 48.00
301-4	Additional Bottled Water	per case		$ 8.40	$ 8.40
301-5	Additional Assorted Canned Soda	per case		$ 33.60	$ 33.60
301-6	Bagged Ice (fill-size to be provided)	per bag	Size lb	$ 3.50	$ 3.50
				Category 3 Subtotal:	**$ 476.00**
				TOTAL BID PRICE (Category 1-3):	**$ 30,363.35**

Category 4 - Miscellaneous Services - Other - if needed (NOT PART OF TOTAL BID PRICE RESPONSE)

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
401-1	Tables - for seating 250, fill-in table quantity	Per Period			N/A
401-2	Chairs - for seating 250	Per Period	250		N/A
401-3					
401-4					

Bidder may also provide any additional items and/or options with pricing that they would like to, as a separate document

Duane Hutson 9/13/24

FORT PIERCE UTILITIES AUTHORITY
CONTRACT

THIS CONTRACT ("Contract"), effective as of the date last signed below ("Effective Date"), is made between the Fort Pierce Utilities Authority ("FPUA") and Double Stella, Inc. dba Think Greek, a Florida Corporation, with its principal address at 3461 SE Hart Circle, Port St. Lucie, Florida 34984 ("Contractor").

WHEREAS, the FPUA has determined that it is necessary, expedient, and in the best interest of the FPUA to retain contractor to perform emergency standby food catering services;

WHEREAS, the FPUA issued Invitation to Bid ("ITB") # 25-07 for Emergency Standby Food Catering Services on August 7, 2024;

WHEREAS, the FPUA evaluated the responses received and found the Contractor qualified to perform the necessary services;

WHEREAS, the Contractor has reviewed the services required pursuant to this Contract and is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions hereafter set forth.

NOW THEREFORE, the FPUA and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated into this Contract.

2. Services. The Contractor shall provide emergency standby food catering services in accordance with ITB # 25-07 and Contractor's proposal submitted in response to ITB # 25-07 and attached hereto as Exhibit "A" ("Contractor's Proposal"). In the event of a conflict between the terms and conditions of the ITB # 25-07, Contractor's Proposal, and this Contract, the terms and conditions of this Contract shall control, followed by the ITB, followed by the Contractor's Proposal.

3. Term. This Contract shall commence immediately upon the Effective Date and terminate on December 31, 2029, unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties.

4. Compensation.

4.1. The FPUA shall pay the Contractor for Services rendered hereunder and completed in accordance with the terms and conditions of this Contract and Contractor's pricing proposal, attached hereto as Exhibit "A", in a total amount not to exceed two hundred thousand dollars and no cents ($200,000.00) annually.

4.2. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the FPUA. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and FPUA may elect to issue no purchase orders. If a purchase order is issued, the FPUA reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

4.3. The FPUA's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the FPUA Board. The FPUA shall promptly notify the Contractor if the necessary appropriation is not made.

5. Method of Payment.

5.1. The FPUA shall pay the Contractor weekly through payment issued by its Finance Department in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the FPUA's Project Manager indicating that services have been rendered in conformity with this Contract.

5.2. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit A.

5.3. The Contractor's invoices shall be in a form satisfactory to the FPUA Finance Department, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the FPUA.

6. Termination.

6.1. Termination for Convenience. This Contract may be terminated by the FPUA, in its sole discretion, for convenience at any time and without cause, upon thirty (30) days written notice to Contractor. In the event of termination for convenience by the FPUA, the Contractor shall cease work and shall deliver to the FPUA all Deliverables as defined herein prepared or obtained by the Contractor in connection with its Services. The FPUA shall upon receipt of the aforesaid documents, pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to (1) the fee for each completed and accepted task plus (2) the fee for the percentage of the work completed in any authorized but uncompleted task, less (3) all previous payments made. Contractor acknowledges that the 30 days' notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause.

6.2. Termination for Cause.

6.2.1. This Contract may be terminated before the expiration date of the Term on written notice:

6.2.1.1.by Contractor, only in the event the FPUA fails to pay the Contractor's properly documented and submitted invoice and such failure

continues for ninety (90) days after FPUA's receipt of written notice of nonpayment;

6.2.1.2.by FPUA, if the Contractor breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the Contractor with 15 days after the FPUA's receipt of written notice of such breach;

6.2.1.3.by FPUA, if the Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business, or (F) the Contractor or any employee, servant, or agent of Contractor is indicted for any crime arising out of or in conjunction with any work being performed by Contractor for or on behalf of FPUA.

6.2.2. In the event of termination for cause by the FPUA, the Contractor shall promptly discontinue all Services. The FPUA may take over the Services and perform the Services to completion by agreement with another party or otherwise, including utilizing the services of Contractor's subcontractors. In such case, Contractor shall be liable to FPUA for any additional cost occasioned to FPUA thereby. In doing so, FPUA shall not waive its right to pursue any remedy that it may have against Contractor arising out of Contractor's performance hereunder. Upon Contractor's request, Contractor shall assign to FPUA, any subcontractor agreement that is required in order to complete the Services.

6.2.3. When FPUA terminates for cause, Contractor shall not be entitled to receive payment for any Services not actually and adequately completed.

6.2.4. In the event the Contract is terminated by FPUA for cause pursuant to this subsection 6.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection 6.1 and the provisions of subsection 6.2 shall apply.

6.3. **Termination for Non-Appropriation.** FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection 6.1.

6.4. In connection with any termination of the Contract for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not performed as

of the effective date of termination. In no event will the FPUA be responsible for lost profits of the Contractor or any asserted damages which may arise out of an alleged premature termination of this Contract.

6.5. Termination of the Contract or a portion thereof for any reason shall not relieve Contractor of its responsibility for its Services which shall survive the termination. Contractor's obligations to FPUA arising from Contractor's improper acts or omissions, including but not limited to indemnity and insurance obligations under this Contract, shall survive the termination of this Contract.

6.6. The obligations and duties imposed by this Contract on Contractor and FPUA's rights and remedies available hereunder are in addition to, and not a limitation of, any other obligations, duties, rights and remedies provided by law or under this Contract.

7. FPUA Project Manager. The Project Manager is hereby designated by the FPUA to be the Human Resource and Risk Manager or other alternate designate who shall represent the FPUA in all technical matters pertaining to and arising from the Services performed under this Contract. The Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Contract, including but not limited to:

7.1. Review of all Contractor payment requests for approval or rejection.

7.2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's Services during the period of this Contract.

8. Standards of Conduct.

8.1. The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all Services performed by or at the behest of the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Services.

8.2. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

8.3. The Contractor warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required hereunder. The Contractor further represents that no person having any such interest shall be employed to perform those services. The Contractor agrees to incorporate the

provisions of this Section in any subcontract into which it might enter with reference to the work performed.

8.5. Section 2-63 of the City of Fort Pierce Code of Ordinances, applies to this Contract. FPUA has the right to audit the books and records of Contractor under this Contract to the extent that such books and records are pertinent to the performance of this Contract. Contractor shall maintain an acceptable cost accounting system. All of Contractor's books, documents, papers and records directly relating to Services shall, upon reasonable notice by FPUA, be made available to FPUA or its designee, at no additional cost to FPUA. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract. If, as a result of an audit, it is established that Contractor has overstated its hours of Services, expenses, or hourly rates for any month, or percentage of lump sum amount earned in any month, the amount of any overcharge paid by FPUA as a result of an overstatement shall forthwith be refunded by Contractor to FPUA with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after FPUA's notice to Contractor of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Contractor's statement for that month, the entire reasonable expense of the audit shall be borne by Contractor.

8.6. Contractor shall, under no circumstance, look to FPUA to provide any labor or equipment for Contractor or the Services to be performed pursuant to this Contract. Contractor shall provide all of the labor and equipment necessary to perform the Services contracted for at the expense and sole risk of Contractor.

9. Compliance with Federal, State and Local Laws.

9.1. General. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

9.2. Permits. Contractor shall procure the permits, certificates, and licenses necessary to allow Contractor to perform the Services.

9.3. Public Records. Florida Public Records Law, Chapter 119, Florida Statutes, applies to this Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FPUA'S CUSTODIAN OF PUBLIC RECORDS AT PO BOX 3191, FORT PIERCE, FL 34948; 772-466-1600; PUBLICRECORDS@FPUA.COM.

If, under this Contract, the Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9.4. Protection of Trade Secret or Confidential Material. If the Contractor considers any information made or received in the course of performing the Contract to be a trade secret or otherwise confidential under Florida or federal law, Contractor must designate that portion of the materials by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (the Confidential Material). If FPUA receives a public records request for the Confidential Material it will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection to protect its Confidential Material from disclosure. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA for all claims, costs, fines, and attorney's fees arising from or relating to the designation of Confidential Material.

9.5. Scrutinized Companies List. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (a) of any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel, or (b) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473, or (c) is engaged in business operations in Cuba or Syria. Contractor further acknowledges that FPUA may immediately terminate any contract if Contractor is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

9.6. Public Entity Crimes. Pursuant to Section 287.133(2) (a), Florida Statutes, a contractor who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering into this Contract.

9.7. E-Verify Required. Pursuant to 448.095, Florida Statutes, FPUA and every contractor (including Contractor) and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095, a contract terminated under this provision is not a breach of contract.

9.8. State and Federal Funding. If FPUA determines that modifications to this Contract or any Addenda hereto are required to qualify for State or Federal funding for Contractor's Services, and if Contractor shall fail to consent to such modifications, or if Contractor is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, FPUA shall have the right to terminate this Contract for its convenience.

10. <u>Force Majeure.</u> The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the FPUA's purchase order or specified by the FPUA's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force Majeure" shall mean any event that results in the prevention or delay of performance by a party of

its obligations under this Contract, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either FPUA or Contractor under this Contract. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Contract.

11. Insurance.

11.1. General. Contractor shall be responsible for all damage to life and property due to the negligent acts, errors, or omissions of Contractor, their subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work, both temporary and permanent. Contractor will not be given a Notice to Proceed until Contractor has furnished an insurance certificate or certificates in a form satisfactory to FPUA, showing that Contractor has complied with this Section.

11.2. Minimum Insurance Requirements During Entire Term of Contract. Contractor shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

11.3. Workers' Compensation/Employers' Liability. Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 500,000	(Each Accident)
	$ 500,000	(Disease-Each Employee)
	$1,000,000	(Disease-Policy Limit)

11.4. Commercial General Liability. The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured – Owners, Lessees, Contractors or

Contractors). The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Medical Expense (any one person)	$Nil
Damage to Rented Premises (ea. Occurrence)	$Nil

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after termination or expiration of the Contract. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

11.5. Automobile Liability. Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$ 500,000

11.6. Miscellaneous Provisions.

11.6.1. The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

11.6.2. The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances approved in writing, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

11.6.3. Contractor agrees that FPUA and its board members, officials, officers and employees shall be included as additional insureds under such policy or policies of insurance as required herein, except for the workers' compensation/employers' liability and professional liability insurance coverage.

11.6.4. Insurance coverage shall be maintained with insurers lawfully authorized to do business in Florida and acceptable to FPUA, which companies shall, at a minimum, have a rating of not less than "A-" as to management and "VIII" as to strength in the latest edition of Best's Insurance Guide.

11.6.5. Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Contract or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

11.6.6. Until such insurance is no longer required by this Contract, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein. Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

11.7. Evidence of Insurance. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. An appropriate Certificate of Insurance (identifying the project, if applicable) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance. Any deductible or self-insurance retention should be indicated on the certificate of insurance. With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

11.8. Certificates. Certificates of Insurance must be completed as follows:

Additional Insured:
Fort Pierce Utilities Authority and its board members, officials, officers and employees.

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Program Manager
PO Box 3191
Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@FPUA.com

12. <u>Indemnification.</u> The Contractor shall save, defend, indemnify and hold harmless the FPUA from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the

Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract. This section shall survive the termination or expiration of this Contract.

13. Ownership of Documents.

13.1. Contractor understands and agrees that all work products, including, but not limited to, tracings, plans, reports, drawings, designs, specifications, calculations, other documents and data developed or collected by the Contractor in connection with its Services under this Contract, together with summaries and charts derived therefrom (hereinafter referred to as the "Deliverables"), shall be provided to, and shall become the sole property of the FPUA, and may be reproduced, used and reused at the discretion of the FPUA. The Contractor hereby assigns all its copyright and other proprietary interests in the Deliverables to the FPUA. Notwithstanding the above, any reuse of the work products by the FPUA on other projects will be at the risk of the FPUA.

13.2. The FPUA records all land related changes and/or activities in its corporate ESRI based Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of this Contract will be provided to the FPUA as a deliverable for inclusion into the FPUA's GIS, at no additional cost. GIS data files submitted must adhere to FPUA GIS Standards, and CAD drawings submitted must adhere to FPUA CAD standards.

13.3. Computer systems and databases used for providing the documents necessary to this Contract shall be compatible with existing FPUA systems.

13.4. Upon the termination of this Contract for any reason, and before being eligible for final payment of any amounts due, Contractor shall furnish to FPUA, at no additional cost or expense, one reproducible copy, in media acceptable to FPUA and one complete set on electronic media, of all Deliverables (to include compatible CAD, GIS, and modeling files) which have been prepared or accumulated by Contractor or by any of its subcontractors in rendering the Services.

13.5. Except as otherwise required pursuant to law, all Deliverables, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the FPUA or at its expense will be considered proprietary and will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the FPUA's prior written consent.

14. Sovereign Immunity. The FPUA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the FPUA beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the FPUA for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not

exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the FPUA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

15. Miscellaneous.

15.1. Assignability. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of FPUA, provided that claims for the money due or to become due to Contractor from FPUA under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to FPUA.

15.2. Attorney's Fees. Contractor agrees to pay FPUA's legal defense costs, including reasonable attorney's fees, in the event legal proceedings are brought by third parties against FPUA and/or Contractor and it is finally determined that said claim or legal proceedings are based upon the negligent acts, errors, or omissions of Contractor in the performance of this Contract.

15.3. Survivability. The provisions of this Contract which by their terms call for performance subsequent to termination of Contractor hereunder, or of this Contract, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.

15.4. Severability. The invalidity, illegality, or un-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

15.5. Choice of Law and Venue. This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.

15.6. Waiver. Neither the FPUA's review, approval, or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The rights and remedies of the parties provided for under this Contract are in addition to any other rights and remedies provided by law.

15.7. Independent Contractor. Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the method of performance. FPUA has no obligation to supervise the methods used, but FPUA shall have the

right, but not the obligation to observe such performance. Contractor shall work closely with FPUA in performing services under this Contract.

15.8. Notices. Any notice or other communication required to be given pursuant to this Agreement shall be deemed duly given if delivered personally or by overnight courier service or mailed by certified mail, return receipt requested, to the respective parties at the following addresses, or at such other address as shall be designated by any party in a written notice to the other party.

If to FPUA:

Fort Pierce Utilities Authority
Attn: Grisel Cortes
206 S. 6th Street
Fort Pierce, FL 34950

With Copy to:

Fort Pierce Utilities Authority
Attn: General Counsel
206 S. 6th Street
Fort Pierce, FL 34950

If to Contractor:

Double Stella, Inc. dba Think Greek
3461 SE Hart Circle
Port St. Lucie, FL 34984

15.9. Entire Contract. This Contract (including any Attachments hereto) constitutes the entire Contract between FPUA and Contractor, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

15.10. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[*This section intentionally left blank; signature page follows*.]

IN WITNESS WHEREOF this Contract has been signed and sealed by the respective parties hereto as of the dates set forth below.

FORT PIERCE UTILITIES AUTHORITY

Board Chair

Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

DOUBLE STELLA, INC. DBA THINK GREEK

Signature

STELLA KOUFALIS

Printed Name

OWNER.

Title

11/9/2024

Date

PRICING SCHEDULE-EMERGENCY STANDBY CATERING SERVICES - VERIFICATION OF PRICING SUBMITTAL AT 9/13/2024

Instructions : Fill in unit prices for all items and extended total. The actual quantities of any given line item may vary as to suit the needs of the FPUA. The quantiles provided below are considered estimates only and are for evaluation purposes only. FPUA does not guarantee any number of actual amounts within

Having carefully examined the Solicitation Documents, Vendor proposes to furnish the following which meet the specifications listed within the solicitation.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the ITB Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. FPUA is not responsible for errors in formulas or calculations contained within Excel document(s). In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

FPUA will only accept pricing bids submitted on the Bid Response Form(s) provided by FPUA. Pricing bids submitted on other forms, other than those provided by FPUA, will be deemed non-responsive and ineligible for award.

Category 1 - Meals - refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 FOOD & BEVERAGE for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
101-1	Breakfast Service (Hot)	Per Meal	250	$ 50.00	$ 12,500.00
101-2	Lunch Service (Hot or Cold) - Primarily Boxed	Per Meal	250	$ 50.00	$ 12,500.00
101-3	Dinner - Service (Hot)	Per Meal	250	$ 50.00	$ 12,500.00
101-4	Per person/unit price for service over 250	Per Person	1	$ 48.00	$ 48.00
101-5	Bottled power Drink (separate from meals)	Per bottle	600	$ 3.00	$ 1,800.00
101-6	Bottled water (separate from meals)	Per bottle	600	$ 2.00	$ 1,200.00
101-7	Assorted canned soda (separate from meals)	Per bottle	300	$ 2.00	$ 600.00
				Category 1 Subtotal:	$ 41,148.00

Category 2 - ALL DAY Beverage Station-refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 Food & Beverage - Item 6.1 Bulk Beverages for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
201-1	Bulk Coffee (Hot) Station - Per 24 Hour Period (minimum 30 servings)	per container	[redacted]	$ 40.00	$ 40.00
201-2	Bulk Ice Tea Station-sweetened-Per 24 Hour Period (minimum 30 Servings)	per container		$ 30.00	$ 30.00
201-3	Bulk Ice Tea Station-unsweetened-Per 24 Hour Period (minimum 30 servings)	per container		$ 28.00	$ 28.00
201-4	Tub(s) of ice for Bottled Water	per container		$ 175.00	$ 175.00
201-5	Additional Bottled Water	Per bottle	100	$ 2.00	$ 200.00
201-5	Additional Bottled power Drink (separate from meals)	Per bottle	100	$ 3.00	$ 300.00
201-5	Additional Assorted canned soda (separate from meals)	Per bottle	100	$ 2.00	$ 200.00
				Category 2 Subtotal:	$ 973.00

Category 3 - 24-HOUR SNACK BAGS-refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 Food & Beverage - Item 6.2 Additional Beverages & Snacks for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
301-1	24-hour snack bags (assortment)	Per Bag	50	$ 2.00	$ 100.00
301-2	Per person/unit price for bags over 50	Per Bag	1	$ 2.00	$ 2.00
301-3	Additional Bottled Power Drinks	per case	[redacted]	$ 35.00	$ 35.00
301-4	Additional Bottled Water	per case		$ 30.00	$ 30.00
301-5	Additional Assorted Canned Soda	per case		$ 30.00	$ 30.00
301-6	Bagged Ice (fill-size to be provided)	per bag	Size lb	$ 8.00	$ 8.00
				Category 3 Subtotal:	$ 205.00
				TOTAL BID PRICE (Category 1-3):	$ 42,326.00

Category 4 - Miscellaneous Services - Other - if needed (NOT PART OF TOTAL BID PRICE RESPONSE)

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
401-1	Tables - for seating 250, fill-in table quantity	Per Period			N/A
401-2	Chairs - for seating 250	Per Period	250		N/A
401-3	Moblization - (Set-up and Breakdown)			$ 4,000.00	$ 4,000.00
401-4					

Bidder may also provide any additonal items and/or options with pricing that they would like to, as a separate document

9-16-2024

9/13/2024 10:38 AM

BID RESPONSE FORM

Bid Item	EMERGENCY STANDBY FOOD CATERING SERVICES

Bid Number	ITB 25-07	Due Date and Time	Friday, August 30, 2024 @ 11:00 AM EST

The offeror agrees to furnish and deliver to the Fort Pierce Utilities Authority at the place specified, the following items or services in accordance with specifications and scope of work herein at the prices quoted below:

Instructions : Fill in unit prices for all items and extended total. The actual quantities of any given line item may vary as to suit the needs of the FPUA. The quantities provided below are considered estimates only and are for evaluation purposes only. FPUA does not guarantee any number of actual

Having carefully examined the Solicitation Documents, Vendor proposes to furnish the following which meet the specifications listed within the solicitation.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the ITB Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. FPUA is not responsible for errors in formulas or calculations contained within Excel document(s). In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

FPUA will only accept pricing bids submitted on the Bid Response Form(s) provided by FPUA. Pricing bids submitted on other forms, other than those provided by FPUA, will be deemed non-responsive and ineligible for award.

Category 1 - Meals - refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 FOOD & BEVERAGE for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
101-1	Breakfast Service (Hot)	Per Meal	250	$50	$12,500
101-2	Lunch Service (Hot or Cold) - Primarily Boxed	Per Meal	250	$50	$12,500
101-3	Dinner - Service (Hot)	Per Meal	250	$50	$12,500
101-4	Per person/unit price for service over 250	Per Person	1	$48	$48
101-5	Bottled power Drink (separate from meals)	Per bottle	600	$3	$1800
101-6	Bottled water (separate from meals)	Per bottle	600	$2	$1200
101-7	Assorted canned soda (separate from meals)	Per bottle	300	$2	$600
				Category 1 Subtotal:	$41,148

Stella Konfalis

9-16-2024

Category 2 - ALL DAY Beverage Station-refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 Food & Beverage - Item 6.1 Bulk Beverages for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
201-1	Bulk Coffee (Hot) Station - Per 24 Hour Period (minimum 30 servings)	per container		$40	$40
201-2	Bulk Ice Tea Station-sweetened-Per 24 Hour Period (minimum 30 Servings)	per container		$30	$30
201-3	Bulk Ice Tea Station-unsweetened-Per 24 Hour Period (minimum 30 servings)	per container		$28	$28
201-4	Tub(s) of ice for Bottled Water	per container		$175	$175
201-5	Additional Bottled Water	Per bottle	100	$2	$200
201-5	Additional Bottled power Drink (separate from meals)	Per bottle	100	$3	$300
201-5	Additional Assorted canned soda (separate from meals)	Per bottle	100	$2	$200
				Category 2 Subtotal:	$973

Category 3 - 24-HOUR SNACK BAGS-refer to SECTION V-Scope of Work-Item #3 Meals & Item #6 Food & Beverage - Item 6.2 Additional Beverages & Snacks for requirements

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
301-1	24-hour snack bags (assortment)	Per Bag	50	$2	$100
301-2	Per person/unit price for bags over 50	Per Bag	1	$2	$2
301-3	Additional Bottled Power Drinks	per case		$35	$35
301-4	Additional Bottled Water	per case		$30	$30
301-5	Additional Assorted Canned Soda	per case		$30	$30
301-6	Bagged Ice (fill-size to be provided)	per bag	Size 1 lb	$8	$8
				Category 3 Subtotal:	$205
				TOTAL BID PRICE (Category 1-3):	$42,326

Category 4 - Miscellaneous Services - Other - if needed (NOT PART OF TOTAL BID PRICE RESPONSE)

Item	Description	Unit	Estimated Quantity	Proposed Unit Price	Total
401-1	Tables - for seating 250, fill-in table quantity	Per Period	31	$25	$775
401-2	Chairs - for seating 250	Per Period	250	$8	$2,000
401-3	Mobization Cost				$4,000
401-4					

Bidder may also provide any additonal items and/or options with pricing that they would like to, as a separate document

9-16-2024

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	Aug 19, 2024
FEMA	Aug 8, 2024

9-16-2024

Vendor Think Greek

Address 3461 SE Hart Cir

City, State, Zip Code Port St Lucie, FL 34984

Email Address ThinkGreekPSL@gmail.com

Typed Name, Title Stella Koufalis Owner

Signature Stella Koufalis **Date** Aug 24, 2024

Telephone # 917 299 0013 **Fax #**

Is this business registered with the State of Florida as a minority-owned, disadvantaged business?

Yes / No

AGENDA ITEM NO. D.4

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Daniel P. Retherford, P.E., Chief Operating Officer

FROM: Steven Crites, Information Technology Services

DATE: December 3, 2024

SUBJECT: Social Media Platform Professional Archiver

PRESENTER(S): Steven Crites

RECOMMENDATION:
PO No. C-43594: Approve the purchase of social media archive services with Smarsh Inc. of Portland, Oregon in an amount not to exceed $3,150 for a two year period.

SUMMARY/SUPPORTING INFORMATION:
Smarsh Inc. provides social media archiving solutions to help FPUA efficiently manage public records requests related to social media content.

FINANCIAL IMPACT:
Budgeted

ALTERNATIVES (IF ANY):
Use the current tools available to FPUA, which may not properly capture record request information.

ATTACHMENTS:
QUOTE with TC&CS - Smarsh Order Form Q-71671 (ready for board).pdf

(#Q-71671)

Order Form - Fort Pierce Utilities Authority

Account Rep	Riley Lambert	Customer	Fort Pierce Utilities Authority
Email	riley.lambert@smarsh.com	Service Address	206 S 6th St Fort Pierce, Florida 34950-4222
Prepared on	18-Jun-2024	Billing Contact	Terry Mann
Valid until	30-Nov-2024	Contact Phone	7724661600 xt 3014
Start Date	Upon Execution Date	Contact Email	tmann@fpua.com
Subscription Term	12 Months	Technical Contact	Terry Mann
Billing Frequency	Annual		
Order Type	Contract		

Services	Unit Price	Minimum Quantity	Minimum Commitment
Unified			
Platform - Professional Archive - SMG	$ 800.00	1	$ 800.00
Facebook - Professional Archive Capture	$ 85.00	3	$ 255.00
LinkedIn - Professional Archive Capture	$ 120.00	1	$ 120.00
Onboarding - Professional Archive - QuickStart		2	$ 800.00
Smarsh Support			
Professional Support - Basic		1	

Annual Recurring Service Fees Subtotal	$ 1,175.00
One-Time Fees Subtotal	$ 800.00

Notes

Terms & Conditions

The Services are subject to the terms and conditions of this Order Form and (i) the Smarsh Service Agreement available at www.smarsh.com/legal/ServiceAgreement (ii) the Service Specific Terms referenced in or attached to this Order Form, and (iii) any exhibits or attachments to this Order Form that may amend, supersede, or append the terms referenced herein (collectively "Agreement"):

SERVICE SPECIFIC TERMS

• The Professional Archive Service Specific Terms available at https://www.smarsh.com/legal/SSTProfessionalCloud;
• The applicable Professional Archive Onboarding package features described in more detail at https://www.smarsh.com/legal/OnboardingServices-ProArchive;

TERM

The Term of the Services shall begin on the Start Date set forth above, or if no Start Date is set forth above, the execution date of this Order Form, and shall continue for the Subscription Term specified above. For Services added during Client's existing Term, the Term of the Services will sync to and co-terminate upon Client's Renewal Date set forth above. Renewal of the Services shall be subject to the terms of the Agreement.

INVOICING

The Recurring Service Fees and One-Time Fees ("Fees") shall be invoiced at the billing frequency set forth on page 1 of this Order Form. For usage overages, Smarsh will invoice Client for any usage over the minimum quantities at the same per unit rate as indicated in the first page of this Order Form on a regular basis in arrears. Client agrees that the Recurring Services Fees set forth in this Order Form are Client's minimum commitment for the Term.

DATA MANAGEMENT FEES

If not priced above or set forth on a separate Order Form between Smarsh and the Client for the applicable data management services requested by the Client, the following standard data import, conversion (if applicable), and storage Fees for data imports Client's Professional Archive shall apply to data imports during the Client's term:

- Data Imports - One-time Fee (25 GB Minimum) - $10/GB thereafter
- Import Data Conversion fees (25 GB Minimum) - $3/GB
- Data Storage – Annual $2.50/GB

Amendment to the Smarsh Service Agreement

This Amendment ("**Amendment**") amends the Smarsh Service Agreement located at https://www.smarsh.com/legal/ServiceAgreement between Smarsh Inc. ("Smarsh") and Fort Pierce Utilities Authority ("Client") ("Agreement"). This Amendment is effective as of the date last signed below, or on the date (i) the Client signs the Order Form to which this Amendment is attached. Capitalized terms not defined in this Amendment have the meaning provided in the Agreement.

WHEREAS, Client has requested certain modifications to the Agreement, and Smarsh has agreed to such modifications as set forth below;

THEREFORE, Client and Smarsh agree as follows:

1) **Conflict.** In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control with respect to the clauses and language modified by this Amendment.

2) Section 6.3 of the Agreement is hereby deleted and replaced with the following language:

6.3. Renewals & Non-Renewal – Limited Term. The Services that are provided on a recurring basis will not renew automatically for an additional, successive 12-month Service Term. The Services may be renewed by Client for an additional, successive 12-month Service Term (each a "Renewal Term") upon the execution of a renewal Order Form prior to the expiration of the then current Service Term. Smarsh may elect not to renew a Service by providing no less than 30 days written notice to the Client prior to the end of the then current Service Term.

3) Section 7.7 of the Agreement is hereby deleted and replaced with the following language:

7.7 Taxes. All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

4) Section 8.2 of the Agreement is hereby deleted and replaced with the following language:

8.2. Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement ("Agents"); or (iii) pursuant to a public records request under those laws applicable to the Client, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

5) Section 11.1 of the Agreement is hereby deleted and replaced with the following language:

11.1. Client Indemnification. To the extent permitted by those laws applicable to the Client, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend

and indemnify Smarsh, its officers, directors, employees, and agents, from and against all third party claims, losses, damages, liabilities, demands, and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to (i) Client Data and Client's use of Client Data, (ii) Smarsh's use of Client Data in accordance with this Agreement, and (iii) Client's use of the Services in violation of this Agreement or applicable laws, rules, and regulations. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section ; (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.

6) Section 13.5 of the Agreement is hereby deleted and replaced with the following language:

13.5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to conflict/choice of law principles.

7) Section 13.11 of the Agreement is hereby deleted and replaced with the following language:

13.11. Amendments. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

8) **The following language is added to the Agreement as Section 14 – Florida Specific Language.**

14. **Florida Specific Language:**

14.1. **Public Records.** To the extent required by the Florida Public Records Act, Chapter 119, Florida Statutes (or its successor rule, as amended), Smarsh shall maintain and allow Client access to Public Records made or received in conjunction with the Agreement. The Agreement may be terminated for cause by Client for Smarsh's refusal to allow access to Public Records. For the purpose of this Agreement, "Public Records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: "[A]ll documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business" . . . . Public Records under this Agreement include (without limitation) emails exchanged between Smarsh and Client representatives, the terms of this Agreement, all Client invoices, and, if applicable to the Services purchased by Client, supplier and subcontractor invoices and contracts.

14.2. **Third Party Requests.** In the event that Smarsh receives a Public Records request related to the Client, Smarsh will redirect such request back to the Client. Moreover, in the event that a third party submits a Public Records request directly to Smarsh that is related to the Client, Smarsh shall not disclose such records to such third party unless as authorized by applicable law.

14.3. **Public Records Access.** To the extent required by the Florida Public Records Act, Chapter 119, Florida Statutes (or its successor rule, as amended), Smarsh agrees to:

i. keep and maintain all Public Records made or received in conjunction with the Agreement.

ii. Provide Client with access to all Public Records that are Client Data (via making the Services available to Client) during the Service Term. For the sake of clarity, Public Records maintained by Smarsh outside of the Services will be made available to Client upon written request within a reasonable time and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. During the Service Term of the Agreement Client may, at no additional cost, export records

using the standard self-service tools within Services to respond to Public Records requests. In the event of a Public Records request, Client will access such records through the Services in this manner. If instead, the Client requests that Smarsh complete the export on Client's behalf, for records that are available at self-service to Client but Client requests Smarsh complete the export, Smarsh shall provide the Client with a copy of the requested records for export within a reasonable time at a cost that does not exceed Smarsh's then-current hourly professional services rate for data extraction and exportation plus any hardware costs for portable media. For records that are not stored within the Service (i.e., corporate records) and thus not available at self-service to the Client, Smarsh shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. All data so provided to Client may be provided in PST, EML, or native format, at Client's option.

iv. Prior to, and for a period of seven (7) days following the expiration or termination of the Agreement, Client may, at no additional cost, export all Public Records from the Services using the standard self-service tools available within Services. If instead, the Client requests that Smarsh complete a full data export on Client's behalf, for records that are available at self-service to Client but Client requests Smarsh complete the export, Smarsh shall provide the Client with a copy of the requested records for export within a reasonable time at a cost that does not exceed Smarsh's then-current hourly professional services rate for data extraction and exportation plus any hardware costs for portable media. For records that are not stored within the Services and thus not available at self-service to the Client, Smarsh shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. All data so provided to Client may be provided in PST, EML, or native format, at Client's option. Smarsh will securely delete all Client Data after the termination of the Agreement.

14.4. Except as required by applicable Florida Law, Smarsh is not a public-facing company and does not receive or process Public Records requests on Client's behalf or in connection with Client's Public Records. Client agrees that Client, and not Smarsh, will be responsible for handling all Public Records requests made in connection with Client's Public Records.

14.5. The Agreement may be terminated for cause by Client for Smarsh's refusal to allow access (via Client) to Public Records. Smarsh's failure to comply with the requirements of this Section which leads to a violation by Smarsh of the public records disclosure requirements set for the in section 119.0701, Florida Statutes, shall constitute a breach of this Agreement, provided, that Smarsh has a reasonable opportunity to cure such breach in a timely manner. Additionally, Smarsh's failure to provide the public records to the Client in accordance with this Section within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

14.6. After the termination of the Agreement, Smarsh will securely delete and destroy any duplicates of Client Data in accordance with the terms of the Agreement and in a manner that renders such Client Data unrecoverable.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS LISTED ON THE ORDER FORM.

14.7. **Scrutinized Companies**. Smarsh (defined, for the purposes of this section, to include those subsidiaries and parent companies, if any, stated in Florida Statute § 287.135(1)(b)), certifies that (i) Smarsh is not participating in a boycott of Israel, Smarsh is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has Smarsh been engaged in business

operations in Syria. Subject to limited exceptions provided in state law, neither Smarsh nor the Client will contract for the provision of goods or services with any scrutinized company referred to above. The Client may terminate the Agreement if Smarsh is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, upon written notice to Smarsh in the event that Smarsh submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; or (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

14.8. **E-VERIFY**. In accordance with section 448.095, Florida Statutes, Smarsh agrees to comply with the E-Verify requirements set forth in Section 448.095, Florida Statutes to the extent applicable to Smarsh and the Services provided to Client herein. Smarsh, and any subcontractor with which Smarsh contracts with to provide Services to the Client under this Agreement, must register with and use the E-Verify system to verify the work authorization status of all new employees of Smarsh and any subcontractor with which Smarsh contracts with to provide Services directly to the Client. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Upon written request by Client (not to exceed once every 12 months), Smarsh agrees to provide a certification to Client which certifies that (i) Smarsh is registered with and uses the E-Verify system operated by the United States Department of Homeland Security to electronically verify the employment eligibility of Smarsh's newly hired employees; and (ii) Smarsh will contractually require that all subcontractors contracted to provide services under any Florida state contract utilize and comply with the E-Verify system.

14.9. **Insurance**. Smarsh shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, necessary and appropriate to provide the Services under this Agreement. Smarsh agrees to provide, once every 12 months and upon written request by the Client, a summary of Smarsh's insurance coverage for review by the Client. In addition, Smarsh agrees to use commercially reasonable efforts to provide at least 30 days prior written notice of any material adverse changes to Smarsh's insurance coverage.

Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

[ ] No

[ ] Yes – Please complete below

PO Number: \wb1{"apiName":"PO_Number__c"}\

PO Amount**:** \wb1{"apiName":"PO_Amount__c"}\

Upon signature by Client and submission to Smarsh, this Order Form shall become legally binding unless Smarsh rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By: FPUA SIGNATURES ON NEXT PAGE

Date: _____ Title: _____

FORT PIERCE UTILITIES AUTHORITY

Board Chair

Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

AGENDA ITEM NO. D.5

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Daniel P. Retherford, P.E., Chief Operating Officer

FROM: Steven Crites, Information Technology Services

DATE: December 3, 2024

SUBJECT: Meteorological Services

PRESENTER(S): Steven Crites

RECOMMENDATION:

POA No. 25-32-015: Approve Exhibit A for the subscription to WeatherSentry Online from DTN, LLC of Omaha, Nebraska, in an amount not to exceed $225.75 per month for the first year, $237.04 per month for the second year, and $248.89 per month the third year, for a total of $8,540.16 over the three-year period, including maintenance and support from February 1, 2025 to January 31, 2028, with annual renewal options.

SUMMARY/SUPPORTING INFORMATION:

The WeatherSentry Online is centralized meteorological services that provides real-time weather conditions with lightning detection and alerts, plus hourly forecasts for up to 36 hours. The services will help pre-position crews and equipment for a faster optimal post-storm response to service interruptions.

FINANCIAL IMPACT:

Budgeted

ALTERNATIVES (IF ANY):

Return to the old way of gathering weather information that is not as accurate and timely, which could extend downtimes and increase costs.

ATTACHMENTS:

DTN QUOTE Q-390080 - with Terms and Conditions (ready for board).pdf

STANDARD ORDER

DTN, LLC
2131 Lindau Lane, Suite 700, Bloomington, Minnesota, United States 55425

www.dtn.com

DTN USE ONLY									
Customer #	0295763	Sales Agent	Lindsey Marchetti	Date	October 31, 2024	SF Opp. ID	101227142	Quote	Q-390080

Customer Information		Billing Information	
Company Name	FORT PIERCE UTILITIES AUTHORITY	Company Name	FORT PIERCE UTILITIES AUTHORITY
Street Address	206 S 6TH STREET	Street Address	206 S 6TH STREET
City, County, Post Code, Country	FORT PIERCE, Florida, 34948-3191, United States	City, County, Post Code, Country	FORT PIERCE, Florida, 34948-3191, United States
Contact Name / Job Title	TAMMY MALIN / IT PROCUREMENT ASSET ADMIN	Contact Name / Job Title	TAMMY MALIN / IT PROCUREMENT ASSET ADMIN
Phone Number	7724661600	Phone Number	7724661600
Email Address	tmalin@fpua.com	Email Address	tmalin@fpua.com

Contract Start Date: February 01, 2025	Tax ID (VAT):	
Initial Term (months): 12	Purchase Order #:	
Contract Type: Rolling	Billing Frequency:	Monthly
Notice Period (months): 3 Months	Billing Term: Advance	Currency: USD

Customer Notes:

Special Instructions:

One-Time Fees (DTN Services and Equipment)

Details	Quantity	Rate	Total

Subscription Fees (DTN Services and Equipment)

Details	Tier	Quantity	Rate	Quantity Unit of Measure	Total
WxSentry Utility Online-Std	N/A	2.00	112.87	Per Month	2,709.00
Alert Manager (WeatherSentry)	N/A	2.00	0.00	Per Month	0.00
WINS	N/A	2.00	0.00	Per Month	0.00

Total Contract Fees	
Subscription Fees Total	2,709.00
One-Time Fees Total	

Usage Fees

Details	Rate	Unit of Measure

This Order Form shall be governed by the terms of service located at www.dtn.com/tos, and by signing below you expressly acknowledge and agree to the DTN terms of service on behalf of the Customer named above. The details of the processing of personal data by DTN is set out in our privacy policy, which is located at https://www.dtn.com/privacy-policy/.

Customer Signature – Please sign and date below:

SEE FPUA SIGNATURE PAGE ON PAGE 3

9110 W. Dodge Rd.
Omaha, NE 68114
Phone: (402) 261-5561
Fax: (952) 882-4500

Exhibit A

TO:	Fort Pierce Utilities Authority	**DATE:**	November 1, 2024
	ATTENTION: Tammy Malin / IT Procurement Asset Admin	**TERMS:**	See terms and conditions
	206 S. 6th St.	**DTN REP:**	Lindsey Marchetti
	Fort Pierce, FL 34950	**DTN EMAIL:**	Lindsey.Marchetti@dtn.com
	Phone: (772) 466-1600 ext. 3454	**DTN ACCT:**	0295763
	tmalin@fpua.com		

DESCRIPTION **Meteorological Services**	**Monthly Total**
February 1, 2025, through Jan 31, 2028	
WeatherSentry Online - Utility Edition - 2 user licenses: Authorized personnel of Ft. Pierce Utility Authority can access meteorological services and graphics through the Weather Sentry Online Professional - Utility Edition, to display color forecast graphics, radar images and customized text forecasts. Weather Sentry is constantly updated with the latest color forecast graphics, radar imagery, severe weather storm updates and text information. Among the key products and services available to Fort Pierce Utility Authority in Weather Sentry Online are: Lightning Manager - 100-mile radius • Real-Time cloud-to-cloud and cloud-to-ground lightning strike data • Monitor up to 6 locations simultaneously Alert Manager • Ability to monitor multiple locations for specific weather conditions • Monitor up to 40 weather parameters simultaneously thereafter • Custom Forecast and alerts for precipitation and icing conditions WINS (Weather Information Notification System) • Centralized weather alert management system • Generation of real-time dynamic location-based hazard alert messages • Short-text email messages, pages, e-mail • Unlimited number of alert recipients allowed Online Consulting Forum Regional and national weather outlook graphics 6 monitoring locations per user	**$225.75 / mo.** $2,709 annual (2/1/25- 1/31/26) **$237.04 / mo.** $2,844.48 annual (2/1/26- 1/31/27) **$ 248.89 / mo.** $2,986.70 (2/1/27- 1/31/28)
Total 3-year Fee:	**$8,540.18**

FORT PIERCE UTILITIES AUTHORITY

Board Chair

Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

AGENDA ITEM NO. D.6

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Bowdoin G. Hutchinson, P.E., Director of W/WW Systems

FROM: Kuper Krueger, Wastewater Collection

DATE: December 3, 2024

SUBJECT: Emergency Sewer Main Repair on US 1 & Ave C

PRESENTER(S): Kuper Krueger

RECOMMENDATION:
Approve this emergency repair completed in September 2024 in the amount of $56,638.00.

SUMMARY/SUPPORTING INFORMATION:
A sink hole was found in the turning lane of US 1 near the intersection of Ave C. Wastewater Collection CCTV the main gravity line and found zero issues. It was reported not to be FPUA's responsibility and FDOT took action to fix the issue. They hired their contractor to do an exploratory dig and found an old abandoned sewer service that wasn't properly grouted and was not noted on any map. Wastewater Collection mobilized and abandoned the sewer service properly. FPUA is responsible for the invoice from FDOT's contractor.

ALTERNATIVES (IF ANY):
Do not approve, this is not recommended as the emergency repair has already been made.

AGENDA ITEM NO. D.7

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

FROM: Colleen Thurston, Human Resources

DATE: December 3, 2024

SUBJECT: Section 125 Plan Documents

PRESENTER(S): Colleen Thurston

RECOMMENDATION:
Accept proposal for Section 125 Summary Plan Description preparation/restatement as required by Section 125 of the Internal Revenue Code.

SUMMARY/SUPPORTING INFORMATION:
Section 125 of the Internal Revenue Code requires that Premium Only or Cafeteria plan documents be updated at least every five (5) years. Section 125 plan documents need to be restated whenever there is a change in the plan or in the law governing the plan. The plan documents must be updated and amended at least every five (5) years to reflect any applicable plan changes or regulatory updates. This plan document was last updated as of 01/01/2020 with 2 amendments completed since then. This requires restatement of the full document as of 01/01/2025 to remain in compliance.

FINANCIAL IMPACT:
N/A

ALTERNATIVES (IF ANY):
Not accept the proposal and risk being out of compliance with Internal Revenue Code 125.

ATTACHMENTS:
Medcom Section 125 Proposal (ready for board).pdf



Medcom
BENEFIT SOLUTIONS

HEALTH AND WELFARE SERVICES PROPOSAL

In partnership with

Relation Insurance Services - (Stuart, FL)

Compliance Services Proposed Service Agreement

Medcom Benefit Solutions will provide **ERISA Compliance Services** for: **Fort Pierce Utilities Authority**

Description of Services	Fee
Documents	
FSA (Flexible Spending Account)/DCAP (Dependent Care FSA) Plan Document Preparation (Includes POP [Premium Only Plan] if Applicable)	$ 275.00

Sub Total	$ 275.00
Projected Grand Total	$ 275.00
Employer Payable Amount	$ 275.00

All proposed fees are valid for 45 days from the date of this proposal.

Reliance on Information Provided to Us

In order to perform the services described, Medcom Benefit Solutions depends on information provided by your company. We will not validate the information provided other than to review it for consistency and reasonableness. As the ability to perform these services depends on the information provided by you, Medcom Benefit Solutions will not perform such services if all required information cannot be obtained. Medcom Benefit Solutions will provide forms and instructions for the collection of the necessary data. All data must be submitted via email or secure file transfer using these forms.

Consulting Fees

The fees for these services are listed above. If unforeseen complexities arise, or additional work is requested, additional fees will be addressed at that time. An invoice for services will be provided upon initial delivery of the work, unless otherwise specified. Any request for changes to work must be submitted to Medcom Benefit Solutions within 30 days following delivery of service. Any requests for changes received after 30 days following delivery will be assessed an additional fee. If the grand total of services to be provided is $1,900 or more, 50% of the fees will be due before the services are provided.

Limitation of Scope of Agreement

This agreement, the services to be provided under it and fees to be paid as a result of it, applies only to the work described in the Description of Services. All services provided under this agreement are to be used by your company as it sees fit. Medcom Benefit Solutions, its employees, and any persons performing work for delivery of these services are not liable for any damages arising from misuse of provided services. Nondiscrimination Testing services assume one(1) plan and one(1) testing group, unless otherwise discussed in advance.Additional fees may apply for additional testing groups or complexities.

Confidentiality

Your company, Medcom, and employees of both companies agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving services under this or any other contract between the two companies.

Payment of Fees

The undersigned is duly authorized by the entity to enter into this Agreement on behalf of the entity. The entity represented by the undersigned agrees that it is responsible to pay Medcom Benefit Solutions according to the terms and conditions of this Agreement.

Billing Company Name	Fort Pierce Utilities Authority		
Billing Address	500 Boston Ave, Fort Pierce, Fl 34950		
Billing Contact Name	Collen Thurston	**Billing Contact Phone**	772-466-1600 ext. 3266
Billing Contact Email	thurston@fpua.com		
Signature	See FPUA Signature Page	**Signatory's Title**	
Printed Name		**Date**	10/16/2024

FORT PIERCE UTILITIES AUTHORITY

Board Chair

Date

ATTEST:

Board Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

Medcom
BENEFIT SOLUTIONS

About Us

Medcom Benefit Solutions is a leading employee benefit administrator and provider of health and welfare compliance consulting. With a professional staff of employee benefit professionals, Medcom Benefit Solutions supports larger employers in meeting the more complex challenges of a demanding workplace. Founded in 1983, Medcom Benefit Solutions offers a wide range of services that are available as a full suite of services or on a service-by-service basis.

Our Solutions

ACA Employer Reporting & Penalty Appeal Support

•

COBRA Premium Billing Administration

•

Consumer Driven Health Plan Administration

•

Health & Welfare Compliance

•

HIPAA Privacy & Security Solutions

•

Government Healthcare Programs



AGENDA ITEM NO. D.8

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Daniel P. Retherford, P.E., Chief Operating Officer

FROM: Steven Crites, Information Technology Services

DATE: December 3, 2024

SUBJECT: Cyber Security Renewal 01/09/25 to 01/08/28

PRESENTER(S): Steven Crites

RECOMMENDATION:

POA 24-10: Approve a three-year Contract for Cyber Security with Sentinel Technologies, Inc. of Downers Grove, Illinois in the amount not to exceed $268,043.40, through the OMNIA Partners, (TDSynnex) contract OMNIA-R200803 Contract. The term of if this Contract will be January 9, 2025 through January 8, 2028.

SUMMARY/SUPPORTING INFORMATION:

On November 7, 2023, the Board approved the Contract with Sentinel Technologies, Inc. for Cyber Security with a one-year period. Recommend continuing services with Sentinel Technologies for a three-year period for Cyber Security needs to enhance FPUA's infrastructure.

FINANCIAL IMPACT:

Budgeted

ALTERNATIVES (IF ANY):

Do not approve and Forego the three-year renewal and hire directly FPUA security staff immediately.

AGENDA ITEM NO. D.9

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Daniel P. Retherford, P.E., Chief Operating Officer

FROM: Steven Crites, Information Technology Services

DATE: December 3, 2024

SUBJECT: Phase 1 - Sentinel Cybersecurity and Office 365 Migration

PRESENTER(S): Steven Crites

RECOMMENDATION:

POA No. 24-10: Approve the Contract for Phase 1 Sentinel Cybersecurity and Office 365 Migration with Sentinel Technologies of Downers Grove, Illinois in an amount not to exceed $336,048.20, through the OMNIA Partners, (TDSynnex) contract OMNIA-R200803.

SUMMARY/SUPPORTING INFORMATION:

Phase One execution of required Information Systems changes which elevate Cybersecurity posture and deliver required operational efficiencies across all operational areas of FPUA. This will support modernization of FPUA's business systems and other Cybersecurity enhancements which elevate current operations to reduce Cyber-attack surface and enhance the continuity of business and IT services across the organization. This technology change program will consist of three phases, beginning with a detailed mapping of currently deployed technologies and physical assets which will support and inform change control processes into the future as well as regular assessment of Cybersecurity posture in the modern reality of rapidly evolving threatscapes. In parallel to this work, FPUA will modernize its internal communications and collaboration infrastructure to enhance security posture and overall business efficiency. The final component of this IT Change Program will consist of regular maintenance upgrades and optimization of underlying systems and structures essential to Cybersecurity posture management and increased operational efficiencies.

Pursuant to §282.318 and §119.0725, Cybersecurity information is exempt from Public Records Requests. Accordingly, this description will present a high-level overview which does not reveal sensitive information or details commonly targeted by bad actors to support potential Cyber-operations against the Authority.

FINANCIAL IMPACT:

Budgeted

ALTERNATIVES (IF ANY):

Alternative One: Do Nothing. This option transfers expected costs to likely higher losses to be absorbed in the future that may be incurred through multiple attack vectors or operational impairments. This option is not recommended.

Alternative Two: Delay This Activity. This option continues previously incurred business, service, and technology risks acceptance into the future, despite a threat landscape which continues to expand, and which might culminate in adverse business impact to the Authority. This option is not recommended.

AGENDA ITEM NO. E.1

Fort Pierce Utilities Authority Board

Board Submission Report

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Barbara Mika, Chief Financial Officer

FROM: Michele Harris, Finance

DATE: December 3, 2024

SUBJECT: Bill Comparison for the Month of September 2024

PRESENTER(S): Andrea Trasferini-Sloan

RECOMMENDATION:
For information only.

SUMMARY/SUPPORTING INFORMATION:
See attached memorandum.

FINANCIAL IMPACT:
None.

ALTERNATIVES (IF ANY):
None – for information only.

ATTACHMENTS:
AR 2024-15 Bill Comparison 202409.pdf

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Barbara A. Mika, CGFO, Chief Financial Officer
From:	Michele Harris, CGFO, Finance Manager
Date:	October 29, 2024
Subject:	**Bill Comparisons for the Month of September 2024**

RECOMMENDATION:

For information only.

SUMMARY/SUPPORTING INFORMATION:

Please find the following included in this package:

- Tabular comparison of Florida residential electric rates – current month
- Tabular comparison of Florida residential electric bills – prior vs. current month
- Graphical comparison of Florida residential electric bills for 1,000 kWh – current month
- Graphical comparison of Florida residential electric bills for 2,500 kWh – current month
- Tabular comparison of Treasure Coast electric, water and wastewater bill data combined and current month details
- Utility Bill Tax explanation

Sources:

- Florida residential electric bill data was compiled by the Florida Municipal Electric Association (FMEA).
- Rates, Customer charges, Franchise charges, Gross receipts and Utility taxes for each entity are based on historical and actual bills.

ALTERNATIVES:

None – for information only.

Comparison of Electric Rates

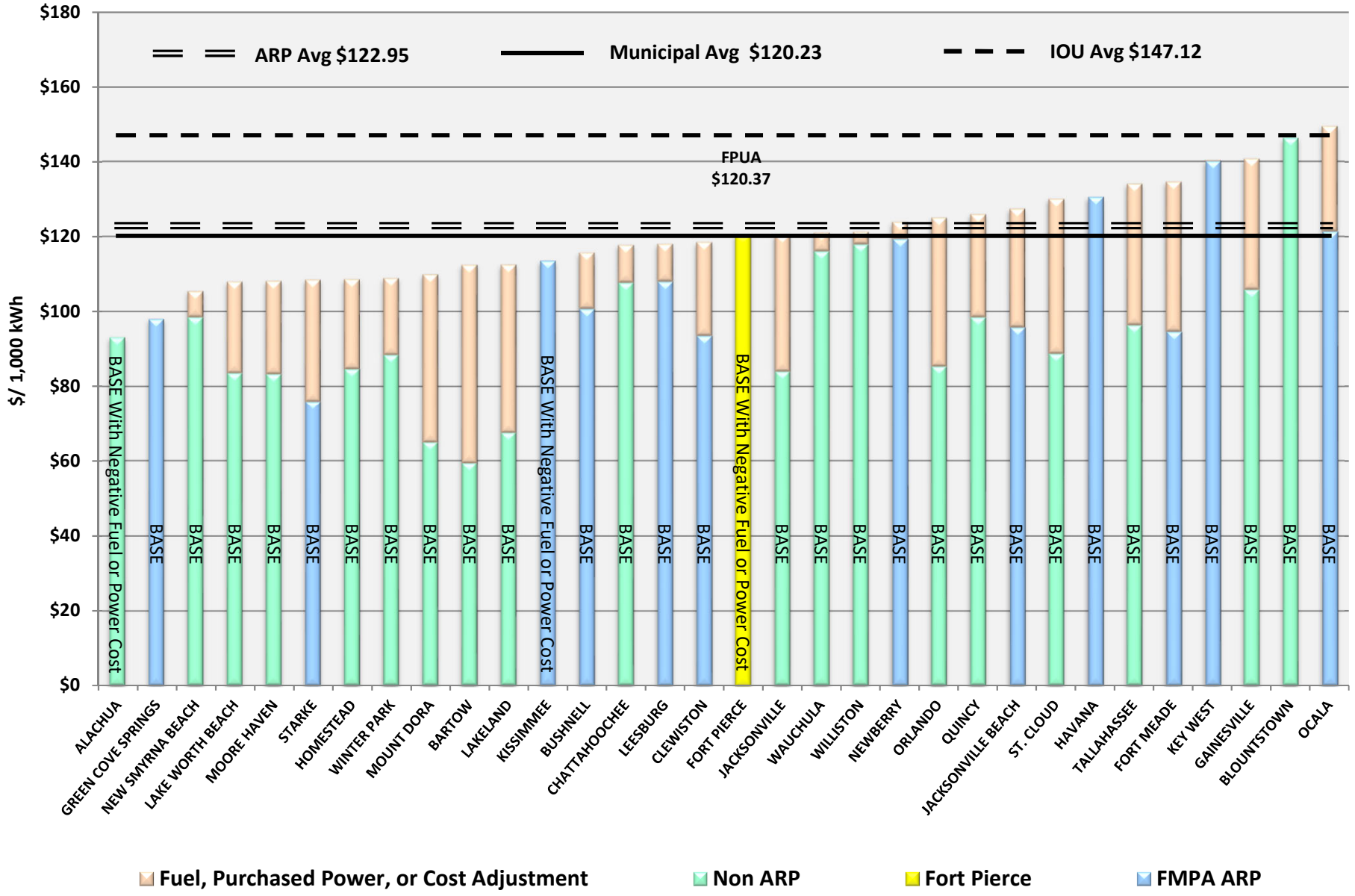
September 2024		1,000 kWh - Residential				1,200 kWh - Residential				2,500 kWh - Residential			
Utility	Customer charge	Base rate (includes customer charge)	Fuel or cost adjustment	Total	Total with all environmental, storm, and other fees, including transfer, as applicable**	Base rate (includes customer charge)	Fuel or cost adjustment	Total	Total with all environmental, storm, and other fees, including transfer, as applicable**	Base rate (includes customer charge)	Fuel or cost adjustment	Total	Total with all environmental, storm, and other fees, including transfer, as applicable**
Alachua	9.14	102.54	-9.50	93.04		123.12	-11.40	111.72		257.80	-23.75	234.05	
Bartow	8.70	59.40	52.98	112.38		69.54	63.58	133.12		135.45	132.45	267.90	
Blountstown	5.01	146.25	0.00	146.25		175.50	0.00	175.50		365.23	0.00	365.23	
Bushnell	10.00	100.65	15.00	115.65		118.78	18.00	136.78		236.63	37.50	274.13	
Chattahoochee	10.15	107.65	10.07	117.72		127.15	12.08	139.23		253.90	25.16	279.06	
Clewiston	6.81	93.51	25.00	118.51		110.85	30.00	140.85		223.81	62.50	286.31	
Fort Meade	12.96	94.56	40.00	134.56		112.88	48.00	160.88		231.96	100.00	331.96	
Fort Pierce	7.06	123.37	-3.00	120.37		148.47	-3.60	144.87		311.61	-7.50	304.11	
Gainesville	17.00	105.74	35.00	140.74		128.16	42.00	170.16		273.89	87.50	361.39	
Green Cove Springs	15.00	98.00	0.00	98.00		115.40	0.00	115.40		228.50	0.00	228.50	
Havana	12.60	130.50	0.00	130.50		154.08	0.00	154.08		307.35	0.00	307.35	
Homestead	12.60	84.60	24.00	108.60		99.00	28.80	127.80		192.60	60.00	252.60	
Jacksonville	15.00	83.96	36.42	120.38		97.60	43.70	141.30		186.28	91.05	277.33	
Jacksonville Beach	4.50	95.74	31.64	127.38		113.99	37.97	151.96		232.60	79.10	311.70	
Key West	28.00	140.05	0.25	140.30		162.46	0.30	162.76		308.13	0.63	308.76	
Kissimmee	10.17	144.33	-30.83	113.50		186.34	-37.00	149.34		377.20	-77.08	300.12	
Lake Worth Beach	11.08	83.53	24.38	107.91		102.22	31.26	133.48		223.71	75.95	299.66	
Lakeland	13.50	67.50	45.00	112.50		79.79	54.00	133.79		166.05	112.50	278.55	
Leesburg	15.00	107.94	10.00	117.94		131.04	12.00	143.04		281.18	25.00	306.18	
Moore Haven	9.14	83.30	24.80	108.10		98.26	29.76	128.02		195.50	62.00	257.50	
Mount Dora	11.80	64.95	44.90	109.85		75.58	53.88	129.46		144.68	112.25	256.93	
New Smyrna Beach	8.25	98.41	7.00	105.41		119.55	8.40	127.95		256.96	17.50	274.46	
Newberry	10.13	119.33	4.50	123.83		141.17	5.40	146.57		283.13	11.25	294.38	
Ocala	20.00	121.26	28.15	149.41		141.51	33.78	175.29		273.15	70.38	343.53	
Orlando	17.50	85.33	39.67	125.00		103.90	47.60	151.50		224.57	99.18	323.75	
Quincy	6.00	98.41	27.50	125.91		116.89	33.00	149.89		237.03	68.75	305.78	
St. Cloud	18.20	88.74	41.26	130.00		108.05	49.51	157.56		233.55	103.15	336.70	
Starke	0.00	75.95	32.51	108.46		96.00	39.01	135.01		230.02	81.28	311.30	
Tallahassee	9.40	96.34	37.65	133.99		113.73	45.18	158.91		226.75	94.13	320.88	
Wauchula	16.50	116.00	5.00	121.00		138.40	6.00	144.40		284.00	12.50	296.50	
Williston	11.52	117.85	3.40	121.25		141.42	4.08	145.50		294.62	8.50	303.12	
Winter Park	16.98	88.38	20.48	108.86		107.28	26.58	133.86		230.09	66.20	296.29	
FPL	9.55	85.79	26.70	118.06	125.14	103.03	34.04	143.75	152.38	215.13	81.75	310.81	329.46
FPL-NWFL	9.55	99.62	26.70	131.89	139.80	119.63	34.04	160.35	169.97	249.71	81.75	345.39	366.11
Duke Energy	12.89	106.87	43.72	150.59	159.63	127.47	54.60	182.07	192.99	261.34	125.35	386.69	409.89
Tampa Electric	21.30	87.80	28.50	133.03	141.01	103.40	36.20	159.68	169.26	204.83	86.25	332.92	352.90
FL Public Utilities	16.95	40.68	102.59	160.39	170.01	48.45	125.61	194.60	206.28	98.99	275.23	417.02	442.04

Rates for municipal utilities include payments in lieu of taxes, or transfer to the city's general fund, and any applicable storm, conservation, environmental, and other charges generally applicable to customers. Rates for investor-owned utilities include any applicable conservation, capacity, environmental, storm recovery, and other charges or fees generally applicable to customers. Final total columns include average 6% franchise fees for investor-owned utilities.

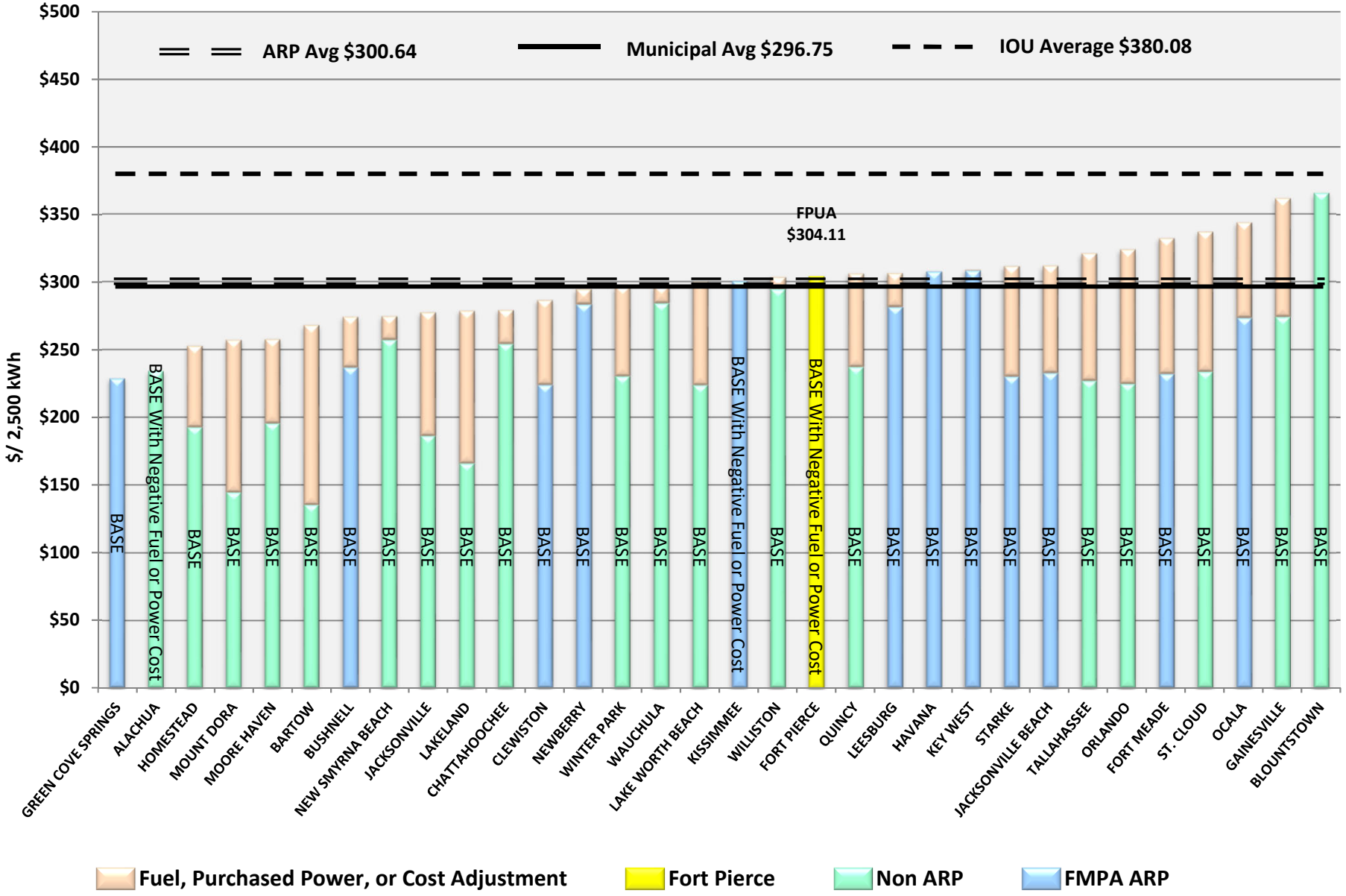
FMEA Residential Electric Rate Report
1,000 kWh
August 2024 vs September 2024

CITY		August	September	INCREASE (DECREASE)
FMPA ARP CITIES:				
BUSHNELL	City	118.65	115.65	(3.00)
CLEWISTON	City	118.51	118.51	-
FORT MEADE	City	142.56	134.56	(8.00)
FORT PIERCE	Utility	120.37	120.37	-
GREEN COVE SPRINGS	City	98.00	98.00	-
HAVANA	City	140.38	130.50	(9.88)
JACKSONVILLE BEACH	City	127.38	127.38	-
KEY WEST	Utility	140.30	140.30	-
KISSIMMEE	Utility	113.50	113.50	-
LEESBURG	City	117.94	117.94	-
NEWBERRY	City	124.03	123.83	(0.20)
OCALA	City	149.41	149.41	-
STARKE	City	102.51	108.46	5.95
NON-ARP CITIES:				
ALACHUA	City	92.54	93.04	0.50
BARTOW	City	111.08	112.38	1.30
BLOUNTSTOWN	City	146.25	146.25	-
CHATTAHOOCHEE	City	122.14	117.72	(4.42)
GAINESVILLE	City	140.74	140.74	-
HOMESTEAD	City	108.60	108.60	-
JACKSONVILLE	Utility	122.39	120.38	(2.01)
LAKE WORTH BEACH	City	107.91	107.91	-
LAKELAND	City	112.50	112.50	-
MOORE HAVEN	City	105.60	108.10	2.50
MOUNT DORA	City	109.85	109.85	-
NEW SMYRNA BEACH	Utility	105.41	105.41	-
ORLANDO	Utility	125.00	125.00	-
QUINCY	City	126.91	125.91	(1.00)
ST. CLOUD	City	130.00	130.00	-
TALLAHASSEE	City	133.99	133.99	-
WAUCHULA	City	116.00	121.00	5.00
WILLISTON	City	124.25	121.25	(3.00)
WINTER PARK	City	108.86	108.86	-
INVESTOR-OWNED:				
FPL		116.45	118.06	1.61
FPL-NWFL		130.28	131.89	1.61
DUKE ENERGY		150.68	150.59	(0.09)
TAMPA ELECTRIC		133.03	133.03	-
FL PUBLIC UTILITIES		160.39	160.39	-

Residential Electric Bill Comparison (1,000 kWh) - September 2024



Residential Electric Bill Comparison (2,500 kWh) - September 2024



Treasure Coast Utility Bill Comparison
September 2024

Utility	Consumption	Total Utility Bill *					
		Fort Pierce	Fort Pierce**	Port St. Lucie***	St. Lucie County***	Vero Beach***	Martin County***
Electric	1,000 kWh	$128.97	$131.31	$139.41	$127.37	$139.72	$128.65
Water	6,000 gallons	$54.55	$54.55	$40.41	$66.02	$31.38	$34.50
Wastewater	6,000 gallons	$66.27	$66.27	$67.28	$79.07	$59.17	$49.86
Totals		**$249.79**	**$252.13**	**$247.11**	**$272.46**	**$230.27**	**$213.01**

Utility	Current Month Avg.	Current Month Avg.
Electric	1,133 kWh	$146.44
Water	5,140 gallons	$49.81
Wastewater	5,140 gallons	$59.79
Totals		**$256.67**

* Total utility bill amounts include all taxes, fees and charges for homes with average electric, water and sewer usage.

** Utility Bill for approximately 1,200 customers who reside inside city limits and have electric service provided by FPL.

*** Electric service in this comparison is provided by FPL.

SLC Utilities and Martin County Utility customers pay no utility tax or fees.

Fort Pierce / Port St. Lucie / St. Lucie County / Vero Beach / Martin County
Utility Services, Taxes and Fees Comparison

September 2024	FORT PIERCE		FORT PIERCE FPL		PORT ST. LUCIE		ST. LUCIE COUNTY		VERO BEACH		MARTIN COUNTY	
Customer charge		$ 7.06		$ 9.55		$ 9.55		$ 9.55		$ 9.55		$ 9.55
Fuel: First 1,000kWh	$ (0.00300)	(3.00)	$0.02670	$ 26.70	$0.02670	$ 26.70	$0.02670	$ 26.70	$0.02670	26.70	$0.02670	$ 26.70
Over 1000 kWh at			$0.03670	$ -	$0.03670	$ -	$0.03670	$ -	$0.03670		$0.03670	$ -
Non-fuel: Tier 1	$ 0.11325	$ 84.94	$0.08181	81.81	$0.08181	81.81	$0.08181	81.81	$0.08181	81.81	$0.08181	81.81
Tier 2	$ 0.12549	31.37	$0.09180	-	$0.09180	-	$0.09180	-	$0.09180	-	$0.09180	-
Electric service amount		120.37		118.06		118.06		118.06		118.06		118.06
Storm charge		-	-	-	-	-	-	-		-	-	-
Gross receipts tax		3.08		3.12		3.12		3.14		3.14		3.14
Franchise charge		-	-	-	6%	7.36	5%	6.17	6%	7.63	6%	7.45
Utility tax		5.52		10.13		10.87		-		10.89		-
ELECTRIC TOTAL		**$ 128.97**		**$ 131.31**		**$ 139.41**		**$ 127.37**		**$ 139.72**		**$ 128.65**
Customer charge		$ 19.53		$ 19.53		$ 10.22		$ 23.66		$ 13.32		$ 19.50
Water usage:												
Tier 1	$ 5.01	$ 15.03	$ 5.01	$ 15.03	$ 4.79	$ 23.95	$ 6.39	$ 31.95	$ 1.01	$ 3.03	$ 2.50	$ 15.00
Tier 2	$ 5.01	$ 15.03	$ 5.01	15.03	$ 6.24	6.24	$ 7.48	7.48	$ 4.06	$ 12.18		
Surcharge/Billing charge		-		-	-	-		2.93		$ -		-
Utility tax	10.0%	4.96	10.0%	4.96	-			-	10.0%	2.85		-
WATER TOTAL		**$ 54.55**		**$ 54.55**		**$ 40.41**		**$ 66.02**		**$ 31.38**		**$ 34.50**
Customer charge		$ 21.03		$ 21.03		$ 17.65		$ 28.19		$ 28.33		$ 20.22
Wastewater gallons billed:	$ 7.54	45.24	$ 7.54	45.24	$ 8.27	49.63	$ 8.48	50.88	$ 8.48	30.84	$ 4.94	29.64
Surcharge/Billing Charge		-		-		-		-		-		-
Franchise charge		-		-		-		-		-		-
WASTEWATER TOTAL		**$ 66.27**		**$ 66.27**		**$ 67.28**		**$ 79.07**		**$ 59.17**		**$ 49.86**
		$ 249.79		**$ 252.13**		**$ 247.11**		**$ 272.46**		**$ 230.27**		**$ 213.01**

Non-Fuel Tiers (Electric):						
Tier 1	0 - 750kWh	0 - 1,000kWh	0 - 1,000kWh	0 - 1,000kWh	0 - 1,000kWh	0 - 1,000kWh
Tier 2	> 750kWh	> 1,000kWh	> 1,000kWh	> 1,000kWh	> 1,000kWh	> 1,000kWh
Water Usage Tiers:						
Tier 1 (Gallons)	1,000-3,000	1,000-3,000	0-5,000	0-5,000	0-5,000	0-10,000
Teir 2 (Gallons)	4,000-10000	4,000-10000	5,001-12,000	5,001-10,000	5,001-15,000	

UTILITY BILL TAX EXPLANATION

Fort Pierce Utilities Authority does not charge a separate franchise fee to customers inside city limits, however a distribution of 6% on the revenues billed are paid to the city each year. The 6% distribution is built into the base rate for all services billed.

Gross Receipts Tax is a tax imposed on gross receipts from the sale, delivery, or transportation of natural gas, manufactured gas, or electricity to a retail consumer in Florida. Gross receipts tax is customarily recovered from the consumer and is paid to the Florida Department of Revenue by all utilities distributing natural gas or electric services as payments are applied to customers' accounts.

Gross receipts is calculated on the Total Electric Service amount which includes Customer Charge, Fuel Charge (Power Cost Adjustment or PCA), Non-fuel charges (Consumption) and the Storm Charge. Fort Pierce Utilities Authority and Vero Beach Utilities do not have a Storm Charge.

Municipal Public Service Tax is locally imposed and administered by municipalities and charter counties under Chapter 166, Florida Statutes. This tax is charged on the customers' bill on the sale of electricity and water. The base for the **10%** tax varies by utility as follows:

- **FPUA** – bills this tax as "City Utility Tax Electric" to customers inside city limits; base consists of the Customer Charge + Non-Fuel (inclusive of the related Gross Receipts Tax), less the Utility Tax Exemption ($71.35).
- **FPL** – bills this tax as "Utility Tax" to customers inside city limits; base consists of the Customer Charge + Non-Fuel + Storm Charge + .00739/ kWh, the related Gross Receipts Tax, plus the Franchise fee.
- **Vero Beach Utilities** – bills this tax as "Utility Tax" on water usage to customers inside city limits at a rate of 10%.

Franchise Charge is a contractual charge with municipalities and county governments for the right to service electric customers in that territory and use public right-of-way. It is calculated differently depending upon the agreement between the service provider and the governing agency.

- **FPUA** – charges Franchise Fees outside of the city limits to customers in St Lucie Village and St. Lucie County. The base for calculating franchise fees consists of Total Electric Service, 10% Surcharge and Gross Receipts recovery.
    - St Lucie County franchise fees are 5%.
    - St. Lucie Village franchise fees are 8%.
- **FPL** – bills **Port St. Lucie** customers a "Franchise Charge"– calculated at 6% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to the city of Port St Lucie.
- **FPL** bills **Vero Beach Utilities** customers a "Franchise Charge" – 6% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to the city of Vero Beach.
- **FPL** bills **St. Lucie County** customers a "Franchise Charge" – 5% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to St. Lucie County.
- **FPL** bills **Martin County** customers a "Franchise Charge" – 6% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to Martin County.