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

Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

FORT PIERCE UTILITIES AUTHORITY BOARD - SPECIAL MEETING
REGULAR MEETING
AGENDA

TUESDAY
September 15, 2026 - 2:00 PM
Energy Services Center
1701 South 37th Street
Fort Pierce, FL 34947

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
   Approval of Meeting Minutes of the Regular Meeting of September 1, 2026.

D. CONSENT AGENDA:

1. Election of Officers - October 1, 2026 - September 30, 2027
   Approve the following recommendations to maintain an orderly progression of officers in future years:

   Mrs. Kristina Gibbons, Madam Chair; Mrs. Barbara M. Bennett, Vice Chair; Mrs. Pearl Davis, Secretary; Mr. Frank H. Fee, IV, Deputy Secretary; and Mrs. Linda Hudson, Mayor/Member.
2. IRL 2026-02 Grant Agreement for $203,860 toward Septic-to-Sewer Converstions
   Recommend approval of the IRL2026-02 Grant Agreement with the Indian River Lagoon Council for the Lagoon Vitality Enhancement Septic-to-Sewer Project, providing up to $203,860 in grant funding to help cover a portion of the eligible costs for at least 38 residential properties throughout the FPUA wastewater service territory.

E. REGULAR AGENDA:

1. Resolution No. UA 2026-23 Amending and Restating Utilities Revenue Note Series 2025
   Adopt Resolution No. UA 2026-23 authorizing the re-issuance of FPUA's amended and

restated Utilities Revenue Note Series 2025 in a principal amount not to exceed $15,000,000 with PNC Bank, National Association to provide interim funding for capital projects.

2. Surplus Real Property Policy
   Staff is seeking direction for the establishment of a policy for the disposition of surplus real and personal property. This policy was drafted by the General Counsel.

F. DIRECTOR COMMENTS:

G. ATTORNEY COMMENTS:

H. BOARD MEMBER COMMENTS:

I. ADJOURN:

CONTRACTS FOR SIGNATURE ONLY

CONTRACTS FOR SIGNATURE
FOR CHAIR SIGNATURE ONLY

Pursuant to the authority granted via Resolution 2023-14, the Director of Utilities is authorized to enter into contracts related to Authorized Expenditures and cause the same to be signed by the Chair or Vice Chair and Secretary without further approval of the Board. If required by the Charter, each of these Contracts were advertised for two weeks and competitively procured. The General Counsel has reviewed each of these Contracts and find they meet the FPUA's policies and procedures.

The DOU is hereby authorized to executed all other instruments in writing related to the following items:

In accordance with Article XII, Section 179 of the City's Charter, all contracts for services, construction, materials, supplies, equipment, or machinery exceeding $5,000.00 were procured through a competitive bidding process. Public notice was published for two consecutive weeks as required, and awards were made based on the lowest responsible and responsive bid. Exceptions to this requirement, such as sole-source procurements or those involving professional services, were reviewed to ensure alignment with the exemptions provided under this section.

AGENDA ITEM NO. C.1

Fort Pierce Utilities Authority Board - Special Meeting

Board Submission Report

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

FROM: Grisel Cortes, Director of Utilities

DATE: September 15, 2026

SUBJECT: Approval of Meeting Minutes

RECOMMENDATION:

Approval of Meeting Minutes of the Regular Meeting of September 1, 2026.

ATTACHMENTS:

9-1-26 Minutes NEEDS SIGNATURE.pdf

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY BOARD, TUESDAY, SEPTEMBER 1, 2026, 4:00 PM, CITY COMMISSION CHAMBERS.

Members Present: Barbara Bennett, Pearl Davis, Kristina Gibbons, Linda Hudson, Hank Fee, Richard D Chess

MEETING TO ORDER

Opening Prayer by Calvin Daniels, Public Affairs & Sustainability.

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. **SET THE AGENDA**

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

B. **COMMENTS FROM THE PUBLIC:**

C. **APPROVAL OF MINUTES:**

1. Approval of Meeting Minutes
   Approval of Meeting Minutes of the Regular Meeting of August 18, 2026.

A motion was made by Linda Hudson, seconded by Barbara Bennett, and unanimously carried to approve Minutes of the Regular Meeting of August 18, 2026.

D. **CONSENT AGENDA:**

A motion was made by Kristina Gibbons, seconded by Linda Hudson, and unanimously carried to approve consent agenda.

1. FPUA Monthly Community Activities September - October 2026
   For Information Only

2. Federal Department of Energy Grip Grant Agreement Modifications Toward Electric Grid Modernization & Resiliance
   Approve two modifications to the Grant Agreement with the U.S. Department of Energy Grid Deployment Office for implementing modernization and resilience upgrades to the FPUA electric grid, in the amount of $5,828,993, as requested by the Grantor.

3. Ortho/Polyphosphate Blended Liquid - Corrosion Inhibitor
   RFP 26-29A: Staff recommends approval to award contract for the purchase of approximately 125,400 pounds per year of Ortho/Polyphosphate Liquid (Corrosion Inhibitor)from Hawkins Water Treatment Group, of Roseville, MN, per vendors pricing submittal for the period of upon execution through May 31, 2031 with Prices, terms and conditions shall remain firm for the initial first year (12 months) of this agreement, with optional increases, at the time of renewal, based on the change in the most recently

published Producer Price Index (Chemical Pricing) over the prior year but shall not exceed 3% and are subject to the same terms and conditions set forth herein, contingent on receiving required Certificate(s) of Insurance.

E. **REGULAR AGENDA:**

1. June 2026 Quarterly Financial Operating Results
   For Information Only.
   Presented by Michele Harris

2. Status Report on Electric Power Cost Adjustment (PCA) for July 2026
   Staff is recommending no change to the Power Cost Adjustment (PCA).
   For information only.
   Presented by Andrea Trasferini-Sloan

3. Wastewater Conveyance System Redirection Amendment No. 6
   22-98: Staff recommends approval of Amendment No 6 for the Systematic Wastewater Conveyance System Redirection to the new Water Reclamation and Reuse Facility contract with TLC Diversified, Inc of Palmetto, FL to modify the scope of work, include updated timeframes for completion and increase the contract amount by $15,072,918.66 which brings the estimated total value of the contract to $40,171,691.82 (this amount includes $150,000.00 contingency funds).

A motion was made by Linda Hudson, seconded by Barbara Bennett, and unanimously carried to approve Wastewater Conveyance System Redirection Amendment No 6 .

F. **DIRECTOR COMMENTS:**
Mr. Cisneros provided an update on the Utility Advisory Committee hosting the Third Annual Career Event on Wednesday, September 2, 2026, 4:00 pm - 6:00 pm at the new Water Reclamation and Reuse Facility. The next Board meeting will be held on Tuesday, September 15, 2026 at 2:00 pm at the Energy Services Center.

G. **ATTORNEY COMMENTS:**

H. **BOARD MEMBER COMMENTS:**

I. **ADJOURN:**
Meeting adjourned at 4:42 pm.

CONTRACTS FOR SIGNATURE ONLY

In accordance with Article XII, Section 179 of the City's Charter, all contracts for services, construction, materials, supplies, equipment, or machinery exceeding $5,000.00 were procured through a competitive bidding process. Public notice was published for two consecutive weeks as required, and awards were made based on the lowest responsible and responsive bid. Exceptions to this requirement, such as sole-source procurements or those involving professional services, were reviewed to ensure alignment with the exemptions provided under this section.

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 - Special Meeting

Board Submission Report

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

FROM: Grisel Cortes, Director of Utilities

DATE: September 15, 2026

SUBJECT: Election of Officers - October 1, 2026 - September 30, 2027

PRESENTER(S): Javier Cisneros

RECOMMENDATION:

Approve the following recommendations to maintain an orderly progression of officers in future years:

Mrs. Kristina Gibbons, Madam Chair; Mrs. Barbara M. Bennett, Vice Chair; Mrs. Pearl Davis, Secretary; Mr. Frank H. Fee, IV, Deputy Secretary; and Mrs. Linda Hudson, Mayor/Member.

SUMMARY/SUPPORTING INFORMATION:

In accordance with the City of Fort Pierce Charter, Pursuant to the Charter, Article XII, Section 170(g), the Board by majority vote shall elect from among its members a chairman, who shall preside over the meetings of the authority, a vice-chairman who shall act for the chairman during his absence, and a secretary. An election of officers of the authority shall be held at the first regular meeting at which all members are present following the appointment of a new member for a full term, but not later than the fourth meeting following the appointment.

ALTERNATIVES (IF ANY):

N/A

AGENDA ITEM NO. D.2

Fort Pierce Utilities Authority Board - Special Meeting

Board Submission Report

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

THROUGH: Rachel R. Tennent, Director of Public Affairs & Sustainability

FROM: Rachel R Tennant, Public Affairs & Sustainability

DATE: September 15, 2026

SUBJECT: IRL 2026-02 Grant Agreement for $203,860 toward Septic-to-Sewer Converstions

PRESENTER(S): Monserrath Martinez

RECOMMENDATION:

Recommend approval of the IRL2026-02 Grant Agreement with the Indian River Lagoon Council for the Lagoon Vitality Enhancement Septic-to-Sewer Project, providing up to $203,860 in grant funding to help cover a portion of the eligible costs for at least 38 residential properties throughout the FPUA wastewater service territory.

SUMMARY/SUPPORTING INFORMATION:

The IRL2026-02 Grant Agreement with the Indian River Lagoon Council provides up to $203,860 in grant funding for FPUA's Lagoon Vitality Enhancement project. The project will convert at least 38 residential properties throughout the FPUA wastewater service territory from septic systems to centralized wastewater service. These improvements are expected to reduce approximately 716 pounds of nitrogen and 10–12 pounds of phosphorus annually from entering the Indian River Lagoon. FPUA will provide $448,800 in cost share funds toward already-budgeted projects including expansion of wastewater service into one new neighborhood, resulting in a total project cost of $652,660. The project period runs from October 1, 2026 through September 30, 2027. The Grant Agreement is approved as to legal form by the General Counsel.

STRATEGIES: Growth - Grant Funding

FINANCIAL IMPACT:

The grant provides up to $203,860 in IRLNEP funding to offset eligible septic-to-sewer conversion costs for customers. FPUA will provide $448,800 in cost share funds toward already-budgeted projects including expansion of wastewater service into one new neighborhood, for a total project cost of $652,660. The cost share represents costs that FPUA already would have incurred and not new

expenditures.

ALTERNATIVES (IF ANY):

The Board may choose to not approve the grant agreement as drafted and provide staff with alternative. If the Board does not approve this Grant Agreement as drafted, staff would forgo the opportunity to receive $203,860 in grant funding to reduce septic-to-sewer conversion costs for at least 38 residential properties during the grant period.

ATTACHMENTS:

IRL2026-02 V2.pdf

Contract# IRL2026-02
Encumbrance# GL01-6122

AGENCY COST-SHARE AGREEMENT BY AND BETWEEN THE IRL COUNCIL AND FORT PIERCE UTILITIES AUTHORITY FOR LAGOON VITALITY ENHANCEMENT THROUGH SEPTIC-TO-SEWER CONVERSIONS IN FORT PIERCE, FL.

THIS AGREEMENT ("Agreement") is entered into between the IRL COUNCIL ("the Council"), whose address is1235 Main Street, Sebastian, Florida 32958, and FORT PIERCE UTILITIES AUTHORITY ("Recipient"), whose address is 206 S 6th St, Fort Pierce, FL 34950. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and the Council has been authorized by the United States Environmental Protection Agency to be the local sponsor for the Indian River Lagoon National Estuary Program.

Pursuant to the IRL Council Interlocal Agreement, the Council is responsible for managing the Indian River Lagoon National Estuary Program.

The Council has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources of the Indian River Lagoon.

The parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"):

Project description: The objective of this project is to connect at least 38 residential properties from septic systems to centralized wastewater service. The project is expected to reduce approximately 716 pounds of nitrogen and 10–12 pounds of phosphorus annually from entering the lagoon.

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

(a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2027 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance on October 1, 2026 and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

(b) This Agreement constitutes an offer until authorized, signed and returned to the Council by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the Council's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

2. DELIVERABLES. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The Council's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the Council will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the Council arising from or by reason of this Agreement.

3. OWNERSHIP OF DELIVERABLES. Unless otherwise provided herein, the Council does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING

(a) **Compensation.** For satisfactory completion of the Project, the Council shall pay Recipient approximately thirty one percent (31%) of the total cost of the Project, but in no event shall the Council cost-share exceed $203,860. The Council cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the Council's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) **In-Kind Services.** Recipient agrees to provide $448,800 in the form of cash and/or in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's cost-share obligation of $448,800.

5. PAYMENT OF INVOICES

(a) **Submission of Invoices.** Recipient shall submit one invoice upon successful completion of the Project by one of the following two methods: (1) by mail to the IRL Council, 1235 Main Street, Sebastian, Florida 32958, or (2) by e-mail to kolodny@irlcouncil.org. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. For all approved expenses incurred on or after October 1, 2026, Recipient shall be reimbursed for approximately thirty one percent (31%) of approved costs or the not-to-exceed sum of $203,860, whichever is less. The Council shall not withhold any retainage from this reimbursement. If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of Council Fiscal Year Reporting.** The Council's fiscal year ends on September 30. Irrespective of the invoicing frequency, the Council is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of

September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the Council's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Council, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

(d) **Invoice Requirements.** All invoices shall include the following information: (1) Council contract number; (2) Council encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) Council Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

(e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable.

(f) **Payments withheld.** The Council may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Council from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Annual budgetary limitation.** For multi-fiscal year agreements, the Council must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the Council's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the Council to receive this request is August 1 of the then- current fiscal year. The Council may in its sole discretion prepare a Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. LIABILITY AND INSURANCE. To the extent permitted by law, each party is responsible for all

personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees. Nothing contained in this Agreement shall be construed or interpreted as consent by either party to be sued, nor as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations, which may include participation in a self-insurance program.

7. FUNDING CONTINGENCY. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the Council's Board of Directors; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the Council's Board of Directors for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the Council shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the Council may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e- mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

COUNCIL	RECIPIENT
Daniel Kolodny, Project Manager	Rachel Tennant, Project Manager
IRL Council	Fort Pierce Utilities Authority
1235 Main Street	206 South 6th Street
Sebastian, FL 32958	Fort Pierce, FL 34950
(772) 216-7148	(772) 466-1600 x3012
E-mail: kolodny@irlcouncil.org	E-mail: rtennant@fpua.com

(b) The Council's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating Council policies and decisions regarding all matters pertinent to performance of the Project. The Council's Project Manager may also issue a Council Supplemental Instruction (CSI) form, Attachment C, to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the CSI. A CSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING

(a) **Progress Reports.** Recipient shall provide to the Council Project update/status reports as

provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by Council's Project Manager and Recipient, and may include emails, memos, and letters.

(b) **Performance Monitoring.** For as long as the Project is operational, the Council shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the Council any data that is requested pertaining to performance of the Project.

10. TERMINATION

(a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the Council shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the Council shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the Council all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The Council may also terminate this Agreement upon ten (10) days written notice in the event of any of material misrepresentations in the Project Proposal.

(b) **Termination for Convenience.** The Council may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the Council, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS (Alphabetical)

11. ASSIGNMENT; SUCCESSORS AND ASSIGNS. Recipient shall not assign this Agreement, or any monies due hereunder, without the Council's prior written consent. No provision of this Agreement shall create a contractual relationship between the Council and any of Recipient's contractors or subcontractors. The Council and the Recipient each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

12. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

(a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the Council, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the Council shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient

will provide proper facilities for access to and inspection of all required records.

(b) **Repayment of Funds.** Council funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the Council finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the Council for the same purpose; and/or (4) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.

(c) **Florida Inspectors General.** It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

13. **CIVIL RIGHTS.** Pursuant to Chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

14. **COMMUNICATION AND ACKNOWLEDGEMENT OF FUNDING**: As a granting agency, the Council achieves its mission through partnerships with state agencies, local governments, community organizations, and others. The Council requires Recipient to acknowledge the Council when describing this project or program funded in whole or in part with Council funds in any of the following products: (1) press releases, speaking engagements, and other public statements; (2) publications and other documents; (3) websites; (4) visual presentations; (5) resource guides/toolkits; (6) bid solicitations and/or; (7) social media.

15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the Council's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the Council's General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the Council and shall then be subject to judicial review upon completion of the Project.

16. **ENTIRETY OF CONTRACTUAL AGREEMENT; AMENDMENT**. The Council and the Recipient agree that this Agreement (including all exhibits, attachments, etc.) sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated in these documents. None of the provisions, terms and conditions contained in this Agreement may be added to, modified or otherwise altered, except by written instrument executed by the parties hereto.

17. **E-VERIFY.** Pursuant to Section 448.095(5), Florida Statutes, the Recipient shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

(f) Be aware that if the Council terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Recipient may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Recipient as a result of the termination of the Agreement.

18. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL; REMEDIES. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Indian River County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and **WAIVE THE RIGHT TO JURY TRIAL**; (4) no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

19. INDEPENDENT ENTITIES. The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the Council. The Council is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health insurance, and tax laws pertaining to Recipient, its officers, agents, and employees.

20. INTEREST OF RECIPIENT. Recipient certifies that no officer, agent, or employee of the Council has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

21. NON-LOBBYING. Pursuant to Section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

22. PERMITS. Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost- share funding.

23. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a

contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

24. PUBLIC RECORDS.

(a) Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the Council's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

(b) **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS AT (772) 742-2858, KOLODNY@IRLCOUNCIL.ORG, 1235 MAIN STREET, SEBASTIAN, FLORIDA 32958.**

(c) Recipient shall keep and maintain public records required by the Council to perform the Project.

(d) Upon request from the Council's custodian of public records, Recipient shall provide the Council 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, Fla. Stat. or as otherwise provided by law.

(e) Recipient shall 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 Council.

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

25. SCRUTINIZED COMPANIES. Recipient certifies that its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant

to section 287.135, Florida Statutes, the Council may immediately terminate this Agreement at its sole option if the Recipient or any of its subcontractors are found to have submitted a false certification; or if any of the Recipient's subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in the boycott of Israel during the term of this Agreement.

The Recipient agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Recipient agrees that the certifications in this section shall be effective and relied upon by the Council for the term of this Agreement, including any and all renewals. The Recipient agrees that if any of its subcontractors' status changes in regards to any certification herein, the Recipient shall immediately notify the Council of the same.

26. ROYALTIES AND PATENTS. Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the Council harmless from loss to the extent allowed by Florida law.

27. SEVERABILITY; SURVIVABILITY; WAIVER

(a) If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

(b) Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination.

(c) Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

IN WITNESS WHEREOF, the Parties have executed on the day and year written below. This Agreement may be executed in separate counterparts, which shall not affect its validity.

IRL COUNCIL	FORT PIERCE UTILITIES AUTHORITY
By:_____	By: _____
Duane E. De Freese, Ph.D., Executive Director	_____
	Typed Name and Title
Date: _____	Date: _____

APPROVED AS TO FORM

Attest: _____

_____	_____
Glen J. Torcivia, IRL Council General Counsel	Typed Name and Title

ATTACHMENTS

Attachment A – Statement of Work
Attachment B – Council Supplemental Instruction Form

Cost-share: Agency general
Last updated: 6/10/24

ATTACHMENT A – STATEMENT OF WORK

I. NAME OF PROJECT:

Lagoon Vitality Enhancement through Septic-to-Sewer Conversions in Fort Pierce, FL.

II. INTRODUCTION/BACKGROUND:

Fort Pierce is located along the Indian River Lagoon, where nutrient loading from septic systems can negatively affect water quality. In areas with high groundwater, septic effluent can migrate through groundwater into canals, tributaries, and other waterways connected to the Lagoon, contributing nutrients and other pollutants to the system. This project will convert at least 38 residential properties from septic systems to central sewer service and expand wastewater access into at least one additional neighborhood. Reducing reliance on septic systems and increasing access to centralized wastewater service will help protect water quality, support the long-term health of the Indian River Lagoon, and provide lasting benefits to the surrounding community.

III. VALUE PROPOSITION:

FPUA is undertaking this project to reduce nutrient loading to the Indian River Lagoon by converting at least 38 residential properties from septic systems to centralized wastewater service. Septic systems in coastal areas can contribute nitrogen, phosphorus, and other pollutants to groundwater that ultimately reaches Lagoon-connected waterways. By permanently removing these septic systems from service, the project is expected to reduce approximately 716 pounds of nitrogen and 10–12 pounds of phosphorus annually, providing a direct and measurable water-quality benefit to the Lagoon.

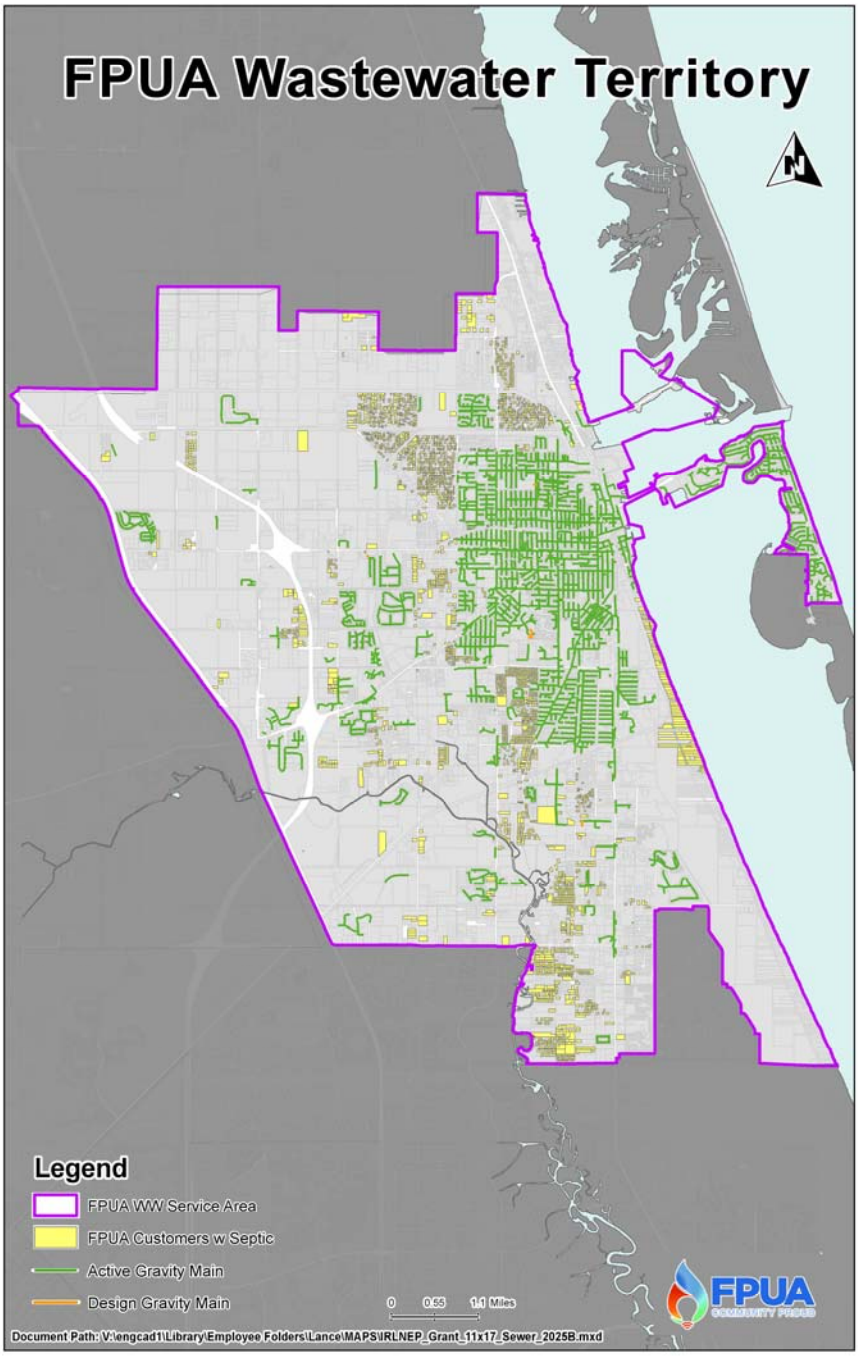
This project directly supports IRLNEP's long-term goal to attain and maintain water and sediment of sufficient quality to support a healthy estuarine lagoon ecosystem. IRLNEP's priorities include restoring water quality, protecting and restoring critical habitats, engaging the public in stewardship, and supporting coordinated regional restoration efforts. Reducing nutrient inputs at their source advances these priorities by addressing pollution before it reaches the Lagoon and supporting the conditions necessary for a healthier and more resilient estuarine ecosystem.

The project also advances IRLNEP's goal of maintaining a functioning ecosystem that supports wildlife, fisheries, recreation, commerce, and surrounding communities. In addition to the nutrient reductions achieved through the conversions, FPUA's investment in expanding centralized wastewater service will create opportunities for additional properties to transition away from septic systems in the future, extending the project's water-quality benefits beyond the initial conversions.

Through homeowner coordination, community outreach, and continued investment in wastewater infrastructure, the project also supports IRLNEP's emphasis on public awareness, stewardship, and coordinated management of the Indian River Lagoon. Together, these efforts contribute to the long-term protection and restoration of the Lagoon through measurable, locally implemented water-quality improvements.

IV. LOCATION OF PROJECT:

This project will be carried out throughout FPUA's wastewater territory in Fort Pierce, Florida



V. SCOPE OF WORK:

- **Output 1: Septic-to-Sewer Conversions**
  FPUA will convert at least 38 residential properties from septic systems to centralized wastewater service. Each conversion will include permitting, professional septic tank abandonment, and connection to FPUA's existing wastewater infrastructure through a sewer lateral and grinder pump.
  Expected Outcome: Removal of 38 septic systems is projected to prevent approximately 716 pounds of nitrogen and 10–12 pounds of phosphorus annually from entering IRL-connected waterways.

- **Output 2: Wastewater Expansion into One New Neighborhood**
  FPUA will expand wastewater service into at least one additional neighborhood during the project period.
  Expected Outcome: Centralized wastewater service will become available to additional properties, providing residents with the opportunity to connect to sewer service and supporting future septic-to-sewer conversions.

- **Output 3: Results from this project will help to provide greater protection of the IRL.**
  Expected Outcome: Decreased septic system use will contribute to the overall health of the Indian River Lagoon by reducing pollutant and nutrient loads entering groundwater and Lagoon-connected waterways. By expanding wastewater access to one additional neighborhood, this project will provide more properties with access to sewer and reduce community-wide reliance on septic systems.

VI. TASK IDENTIFICATION:

- Task 1. Septic-to-Sewer Conversion
  FPUA will connect at least 38 residential properties to its central sanitary sewer system for wastewater treatment. Each conversion will include professional septic tank abandonment and connection to FPUA wastewater infrastructure through a sewer lateral and grinder pump.

- Task 2. Wastewater Expansion into One New Neighborhood
  FPUA will expand wastewater service into at least one additional neighborhood, making central sewer service available to additional properties for future connections.

- Task 3. Project Administration, Quarterly Progress Reports, and Final Report.
  FPUA shall complete 100 percent of the project, submit quarterly progress reports, and submit a project final report.

VII. DELIVERABLES AND TIME FRAMES:

- Task 1. Septic-to-Sewer Conversion
  Deliverable 1: A list of the property addresses connected to sewer along with date stamped photographs, and itemized invoices for each property, to include eligible costs directly related to sewer connection, septic abandonment, and site restoration, and proof of payment(s) for each property.
  Due: With Final Report on September 30, 2027

  Deliverable 2: Proof of passing final sewer inspections. A copy of the Utility's E-One start-up inspection report for final sewer inspection for each property connected to sewer.
  Due: With Final Report on September 30, 2027

  Deliverable 3: Proof of pump out and septic abandonments. A copy of contractor invoices showing pump out and septic abandonment.
  Due: With Final Report on September 30, 2027

- Task 2. Wastewater Expansion into One New Neighborhood
  Deliverable: Documentation of the wastewater expansion project, including 1) construction progress updates and photographs, 2) proof of completion as evidenced by As-Built drawings and applicable invoices from licensed contractors, and 3) updated maps reflecting the completed wastewater service expansion.
  Due: With Final Report on September 30,2027

- Task 3. Project Administration and Reporting.
  Deliverable 1. Quarter progress reports that include Council's Quarterly Report Summary Page.
  Due: January 31, 2027, April 30, 2027, and July 31, 2027.
  Deliverable 2. Final Project Report that includes Council's Final Project Executive Summary Cover Page.
  Due: September 30, 2027.

VIII. BUDGET:

Task Line Item	Task Description	IRL NEP Funding Amount	Cost Share Funding Amount	Cost Share Funding Source
1	**Connection to Sewer and Septic Abandonment**	$203,860	$98,800	Cash
2	**Wastewater Expansion**	$0	$350,000	Cash
3	**Reporting**	$0	$0	N/A
	Summary Cost	$203,860	$448,800	
	Project total cost	$652,660		

Object Class Budget

Object Class Category	IRLNEP Funding	Cost Share
Contractual	**$203,860**	**$448,800**
Total	**$203,860**	**$448,800**

ATTACHMENT B — COUNCIL'S SUPPLEMENTAL INSTRUCTIONS (sample)

COUNCIL SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: , Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the Council's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Contractor's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
, Council Project Manager

Acknowledged: _____ Date: _____
, Council Contracts Administrator

cc: Contract/Purchasing file.

AGENDA ITEM NO. E.1

Fort Pierce Utilities Authority Board - Special Meeting

Board Submission Report

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

FROM: Michele Harris, Chief Financial Officer

DATE: September 15, 2026

SUBJECT: Resolution No. UA 2026-23 Amending and Restating Utilities Revenue Note Series 2025

PRESENTER(S): Michele Harris

RECOMMENDATION:
Adopt Resolution No. UA 2026-23 authorizing the re-issuance of FPUA's amended and restated Utilities Revenue Note Series 2025 in a principal amount not to exceed $15,000,000 with PNC Bank, National Association to provide interim funding for capital projects.

SUMMARY/SUPPORTING INFORMATION:
Resolution UA 2025-15 was adopted October 7, 2025 authorizing the issuance of FPUA's Utilities Revenue Note, Series 2025 in the principal amount not to exceed $15,000,000 and the execution of a non-revolving credit agreement with PNC. To date, FPUA has not had to make draws on the line of credit due to the speed of grant reimbursements and cash reserves. It is projected that over the next several months, projects that were included in the FY 2026 – FY 2030 Capital Improvement Plan, are scheduled to begin before the anticipated issuance of debt and receipt on bond proceeds. The Line of Credit will assist in the management of cash flow needs related to reimbursable grant-funded projects, support continuation of capital projects, and maintain compliance with minimum days-cash-on-hand requirements under bond covenants.

STRATEGIES: Growth - Capital Improvement Planning

FINANCIAL IMPACT:
Bond Counsel, Financial Advisor and Lender Counsel Fees of $41,000.

ALTERNATIVES (IF ANY):
Not approving the extension of the Line of Credit would result in FPUA utilizing unrestricted cash and reducing liquidity and flexibility to fund capital projects. FPUA would need to issuance debt within a few months.

ATTACHMENTS:

Resolution 2026-23 Amending and Restating Utilities Revenue Note Series 2025.pdf

RESOLUTION NO. U.A. 2026-23

A RESOLUTION OF THE FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA; SUPPLEMENTING AMENDED AND RESTATED RESOLUTION NO. U.A. 2022-10 ADOPTED BY FPUA ON MAY 17, 2022 AS SUPPLEMENTED BY RESOLUTION NO. U.A. 2025-15 ADOPTED BY THE FPUA ON OCTOBER 7, 2025; AUTHORIZING THE RE-ISSUANCE OF FPUA'S AMENDED AND RESTATED UTILITIES REVENUE NOTE, SERIES 2025 IN A PRINCIPAL AMOUNT NOT TO EXCEED $15,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENT PROJECTS OF THE SYSTEM; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT WITH RESPECT TO SUCH NOTE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

BE IT RESOLVED BY THE FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA:

Section 1. Authority for this Resolution. This resolution is adopted pursuant to the Constitution and laws of the State of Florida, including Chapter 166, Florida Statutes, Section 350.81, Florida Statutes, if applicable, Article XII of the Charter of the City of Fort Pierce, Florida (the "City"), and other applicable provisions of law (collectively, the "Act"), and pursuant to Section 5.01(O) of the Amended and Restated Resolution No. U.A. 2022-10 adopted by the Fort Pierce Utilities Authority of the City ("FPUA") on May 17, 2022, and as supplemented (the "Resolution"). Any capitalized undefined terms used herein shall have the meanings set forth in the Resolution. This resolution is adopted pursuant to the provisions of the Act.

Section 2. Findings. It is hereby ascertained, determined, and declared that the FPUA desires to amend, restate and re-issue the Series 2025 Note to extend the draw period and maturity date by one year, based on the same terms.

Section 3. Approval of the First Amendment to Non-Revolving Credit Agreement. The First Amendment to Non-Revolving Credit Agreement is hereby approved. The First Amendment to Non-Revolving Credit Agreement is to be in substantially the form set forth on Exhibit A attached hereto. The First Amendment to Non-Revolving Credit Agreement shall be executed in the name of the FPUA by the Chair and countersigned and attested by the Secretary, and the corporate seal of the FPUA shall be affixed or reproduced thereon, such First Amendment to Non-Revolving Credit Agreement to be approved as to form and correctness by the FPUA Attorney.

Section 4. Amended and Restated Series 2025 Note. The re-issuance by FPUA of a not exceeding $15,000,000 in principal amount of its Amended and Restated Utilities Revenue Note, Series 2025 (the "Series 2025 Note") for the purpose of financing the 2025 Project and paying costs of issuance and re-issuance.

Section 5. Severability and Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, even though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof.

Section 6. Delegation of Authority to Take Other Action. The Chair and the Director of Utilities, upon the advice of FPUA's Bond Counsel, Municipal Advisor and FPUA Attorney, are authorized to take such further action as may be necessary or desirable to allow the Original Purchaser to purchase the re-issued Series 2025 Note from FPUA at the earliest possible date consistent with the timetable and market conditions.

Section 7. Repeal of Inconsistent Instruments. All resolutions of FPUA or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED at a regular meeting duly called and held this 15th day of September, 2026.

(SEAL)

FORT PIERCE UTILITIES AUTHORITY
OF THE CITY OF FORT PIERCE, FLORIDA

_____
Chair

ATTEST:

_____
Secretary

APPROVED AS TO FORM AND CORRECTNESS

_____
FPUA Attorney

EXHIBIT A

FORM OF
FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT

FIRST AMENDMENT TO

NON-REVOLVING CREDIT AGREEMENT

between

FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA

and

PNC BANK, NATIONAL ASSOCIATION

Dated September 17, 2026

This FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT, made and entered as of September 17, 2026, by and between the FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA (the "Authority") and PNC BANK, NATIONAL ASSOCIATION (together with its successors and assigns, the "Bank"), amends the Non-Revolving Credit Agreement dated October 10, 2025 (the "Credit Agreement"). Capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

W I T N E S S E T H

WHEREAS, on October 10, 2025 the Bank provided a non-revolving line of credit to the Authority under which funds may be borrowed by the Authority to provide interim financing for costs of the 2025 Project.

WHEREAS, the obligations of the Authority to repay amounts borrowed and other amounts payable under the Credit Agreement are evidenced by the execution and delivery by the Authority of its Series 2025 Note (the "Series 2025 Note") in the principal amount of not exceeding $15,000,000.00.

WHEREAS, Amended and Restated Resolution No. U.A. 2022-10, adopted by the Authority on May 17, 2022 (the "Resolution"), permits the issuance of Additional Parity Obligations as defined therein in accordance with Section 5.01(O).

WHEREAS, pursuant to a resolution adopted by the Authority on October 7, 2025 (the "2025 Resolution"), the Authority approved the execution and delivery of the Series 2025 Note and the Credit Agreement.

WHEREAS, pursuant to a resolution adopted by the Authority on September 15, 2026 (the "2026 Resolution," together with the 2025 Resolution, the "Supplemental Resolution"), the Authority approved the execution and delivery of the Amended and Restated Series 2025 Note to replace and supplant the Series 2025 Note, and this First Amendment to Non-Revolving Credit Agreement.

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

SECTION 1. AMENDMENTS TO THE CREDIT AGREEMENT. ¶

(A) All references in the Credit Agreement to "Series 2025 Note" shall be changed to "Amended and Restated Series 2025 Note."

(B) The references in both Section 3 and Section 4 of the Credit Agreement to "October 12, 2027" shall be changed to "October 12, 2028."

(C) The second sentence of the second paragraph in Section 3 of the Credit Agreement is hereby amended and restated in its entirety as follows:

> Except for the first Advance for transaction costs and Project Costs in an amount equal to $68,000.00 and the second Advance for transaction costs in an amount equal to $42,000.00, all Advances shall be a minimum amount of $500,000.00 and in denominations of $100,000.00 if more than $500,000.00 is requested; provided, however, if the then Authorized Amount is less than $500,000.00, the Advance may be for the Authorized Amount.

SECTION 2. CONTINUING FORCE AND EFFECT; NO WAIVER OR NOVATION. ¶ The Credit Agreement, as amended by this First Amendment to Non-Revolving Credit Agreement, shall remain in full force and effect. Except as expressly provided herein, this First Amendment to Non-Revolving Credit Agreement shall not constitute an abandonment, waiver, consent or release with respect to the Credit Agreement or the Series 2025 Note.

Nothing herein is intended or shall be construed as a waiver of any existing defaults or events of default under the Credit Agreement, the Amended and Restated Series 2025 Note or any other financing document or of any of the Bank's rights and remedies in respect of such defaults or events of default. This First Amendment to Non-Revolving Credit Agreement and the Amended and Restated Series 2025 Note are not intended to be, nor shall be construed as, a novation of the Credit Agreement, the Amended and Restated Series 2025 Note or any other financing document.

SECTION 3. COUNTERPARTS. ¶This First Amendment to Non-Revolving Credit Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 4. SEVERABILITY. ¶The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this First Amendment to Non-Revolving Credit Agreement shall not affect the validity or enforceability of the remaining portions of this First Amendment to Non-Revolving Credit Agreement, or any part thereof.

SECTION 5. GOVERNING LAW. ¶This First Amendment to Non-Revolving Credit Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

SECTION 6. EFFECTIVE DATES. ¶This First Amendment to Non-Revolving Credit Agreement shall become effective as of September 17, 2026. Prior to such effective date the Credit Agreement shall be utilized as the operative document. The effective date of the Amended and Restated Series 2025 Note shall also be September 17, 2026**.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Non-Revolving Credit Agreement to be executed by their duly authorized officers.

(SEAL)

FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA

By:_____
Chair

COUNTERSIGNED AND ATTESTED:

By:_____
Secretary

APPROVED AS TO FORM AND CORRECTNESS

By:_____
Authority Attorney

PNC BANK, NATIONAL ASSOCIATION

By:_____
Name: Nicholas Ayotte
Title: Senior Vice President

AGENDA ITEM NO. E.2

Fort Pierce Utilities Authority Board - Special Meeting

Board Submission Report

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

FROM: Stefanie A Beskovoyne, General Counsel

DATE: September 15, 2026

SUBJECT: Surplus Real Property Policy

PRESENTER(S): Stefanie Beskovoyne

RECOMMENDATION:
Staff is seeking direction for the establishment of a policy for the disposition of surplus real and personal property. This policy was drafted by the General Counsel.

SUMMARY/SUPPORTING INFORMATION:
Staff drafted a policy for the disposition of surplus real and personal property, providing for the donation of certain personal property and the public auction to the highest and best offeror for real property.

Organizational Development - Internal Processes

FINANCIAL IMPACT:
It is unclear at this time what the financial impact is to the FPUA.

ALTERNATIVES (IF ANY):
The FPUA Board may elect to adopt this policy as drafted or provide staff with alternative direction.

ATTACHMENTS:
Disposition of Surplus Property Policy 8.31.26.docx

Disposition of Surplus Real and Personal Property Policy

Department: General Counsel	**Adoption Date:**
Associated Resolution No. UA 2026-24	**Effective Date:** XX/XX/XX

PURPOSE

The Fort Pierce Utilities Authority ("FPUA") owns and maintains Real and Personal Property (defined herein and collectively referred to as "Property"). The Departments manage Real and Personal Property under the purview and directive of their respective Director. The purpose of this Policy is to establish clear, consistent, and transparent guidelines regarding the conveyance, donation or disposal of Surplus Property.

APPLICABILITY & SCOPE

This Policy applies to FPUA employees for the disposition of Surplus Property. If a Department no longer has a need for Property, the Department shall liaise with the remaining Departments to confirm whether there exists a need to maintain all or a portion of it. If the FPUA no longer has a need for the use of Property, this Policy is implemented. Property which retains no monetary value shall be disposed of by lawful means.

Vehicles are specifically exempt from this Policy and shall be auctioned to highest and best.

DEFINITIONS

Community Partner means the non-profit organizations identified by the Public Affairs and Sustainability Department ("PAS").

Highest and Best Offer means the maximum purchase price to include the most favorable purchasing terms.

Minimum Price may be based upon the appraised value and/or comparable and like parcels.

Purchase and Sale Agreement ("PSA") means the contract with a prospective buyer for Real Property.

Real Property means real property and buildings owned by the FPUA.

Personal Property means tangible goods and assets owned by the FPUA which have monetary value and are not considered garbage.

Surplus means Property which the FPUA does not have an existing or future use.

REAL PROPERTY

Upon receipt of an unsolicited offer for Real Property or as directed by the FPUA Board, the FPUA staff shall follow these procedures with respect to the evaluation and discussion of the conveyance thereof.

DIRECTOR OF UTILITIES ("DOU")

The DOU will:

1. Request confirmation from each Department that there is no existing or future use; and
2. Gather information regarding the date the Real Property was acquired, at what cost, including CIC or CIA at the time of acquisition, the purpose for the acquisition and the legal description.

The DOU shall determine the market value of the Real Property prior to proceeding to the FPUA Board for direction. The DOU shall direct the Purchasing Department to:

1. Appraise the Real Property for the purposes of DOU setting a Minimum Price; and
2. Request each Department identify and prepare any necessary easements, including preserving utility easements for current or future infrastructure.

The DOU may choose from the following:

1. Advertise the sale of Real Property on the website, digital media, newspaper of general circulation or other method to notify the public for at least 30 days; or
2. List the Real Property with a real estate agent (pursuant to FPUA's Purchasing Policies) to market for sale.

The DOU shall not recommend entering a PSA for less than the Minimum Price or for an appraisal more than 6 months old.

GENERAL COUNSEL

The General Counsel's Office shall prepare the PSA and Resolution for FPUA Board consideration. If the FPUA Board approves the PSA, the General Counsel will notify the Department Heads of the disposition of real property to ensure the GIS and Risk Management removes the parcel (and any related assets) from the property schedule and utility easements are reserved. The General Counsel's office shall ensure the HUD and Closing Documents are prepared and routed to the CFO for review.

FPUA BOARD

The FPUA Board reserves the right to declare the Real Property as "Surplus" and choose as follows:

1. Authorize the sale of Surplus Real Property by approval of a PSA;
2. Direct the Real Property be auctioned for sale to the Highest and Best offer; or
3. Provide staff with an alternative.

PERSONAL PROPERTY

Directors shall periodically review their inventory of equipment, tools, and personal property to identify items that are no longer needed or useful for utility purposes. Directors shall submit a written request to the DOU to declare the identified items as surplus, providing a description, condition, and estimated fair market (after consulting with the CFO) to determine the value of each item. The DOU shall review the request and render a decision. If the Property lacks monetary and functional value, the DOU shall lawfully dispose of the Property. *Employees may not take for themselves or give away any FPUA Property, even if it's removed from the trash.*

Surplus Property valued under **$1,000** may be offered to a Community Partner pursuant to the policies adopted by the PAS "As-is" and in exchange for a release in a form approved by the FPUA.

The Purchasing Department shall select the method for conveyance via public auction or sealed bid for Surplus Property valued over **$1,000** based on estimated fair market value and any applicable laws or regulations. The General Counsel shall prepare a form for the transfer of the asset in exchange for a release of claims and warranties.

Procedures

All Property shall be disposed of according to the selected method, and all relevant documentation, such as bills of sale, receipts, and accounting records, shall be maintained for public record. The DOU shall provide a report to the FPUA Board listing all surplus property disposed of under this administrative rule on an annual basis which includes a description of the property, the disposal method used, and the proceeds received.

The CFO shall:

i. Provide consult with Directors to validate asset value;
ii. Ensure assets are properly recorded, depreciated and removed from the books in accordance with Government Accounting Standards Board; and
iii. Maintain detailed records of each disposal for audit.

APPLICATION & AUTHORITY

FPUA reserves the right to interpret and apply this Policy as necessary to ensure consistency and fairness. This Policy may be modified or amended by Resolution of the FPUA Board.

Board Submission Report

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

FROM: Grisel Cortes, Director of Utilities

DATE: September 15, 2026

SUBJECT: CONTRACTS FOR SIGNATURE

RECOMMENDATION:
FOR CHAIR SIGNATURE ONLY

Pursuant to the authority granted via Resolution 2023-14, the Director of Utilities is authorized to enter into contracts related to Authorized Expenditures and cause the same to be signed by the Chair or Vice Chair and Secretary without further approval of the Board. If required by the Charter, each of these Contracts were advertised for two weeks and competitively procured. The General Counsel has reviewed each of these Contracts and find they meet the FPUA's policies and procedures.

The DOU is hereby authorized to executed all other instruments in writing related to the following items:

ATTACHMENTS:
Manatee Observation Center Worksite_Agreement (Board Ready).pdf
Sentinel Technologies Inc - Addendum to Quote 037194 037192 (Ready for Board) SIGNATURE ONLY.pdf

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WIOA YOUTH CONNECTIONS
INTERNSHIP WORKSITE AGREEMENT

The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC), enters into agreement with: Fort Pierce Utilities Authority (Manatee Observation & Education Center)

whose address is 480 N Indian River Dr, Fort Pierce FL 34950

hereinafter referred to as the Company, agree to the following terms of this agreement.

1. **Program Overview**
   The Workforce Innovation and Opportunity Act (WIOA) Youth Employment Program shall consist of a paid internship, wherein a participant referred to the Company by CSRC Youth Connections is introduced to age-appropriate activities where the rigors, demands, rewards, and sanctions associated with employment are reinforced. Under the guidance and supervision of the Company and in accordance with the internship description attached hereto, the participant should be provided with a meaningful internship to guide him/her towards a career pathway and to gain experience necessary to be successful in the career field. It is understood by CSRC Youth Connections and the Company that no legal employer-employee relationship is created or exists between the Company and the participant.

2. **Period of Agreement**
   This agreement shall begin on July 1, 2026 and remain in effect until cancelled or terminated in accordance with the terms of (section 8 Termination). **No participant shall begin work until this agreement is fully executed by both the Company and CSRC.**

3. **Internship Period and Limitations**
   Participants may work up to forty (40) hours per week and earn $15.00 an hour (or prevailing FL minimum wage, whichever is higher). Participants' hours will be based on the needs of the placement to provide adequate skills training to proficiency which will be written in the individual internship skills outline with a maximum of 360 hours or 12 weeks, whichever comes first. These limitations may be modified by written addendum.

   Minors 16 and 17

   - The FLSA does not limit the hours worked for minors who are at least 16 years old. However, Florida law provides restrictions. For example, when school is scheduled on the next day, minors 16 and 17 years of age may not work before 6:30 a.m. or after 11:00 p.m., or for more than eight hours per day. They may not be employed to work more than 30 hours per week when school is in session. In addition, they may not work during school hours (on any school day), except when they participate in a career education program. There is no hour limitation when school is out of session, such as summer, spring break, or winter break.

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WIOA YOUTH CONNECTIONS
INTERNSHIP WORKSITE AGREEMENT

4. Responsibilities of Company

The following are responsibilities of the Company. The Company accepts and agrees that it shall:

A. Make available suitable internship at its worksite(s), and in the respective occupation(s) described in the training outline/job description and hereby made a part of this agreement for those eligible CSRC Youth Connections participants who areselected.
B. Notify CSRC Youth Connections immediately if a member of that person's immediate family would directly supervise any participants of CSRC Youth Connections.
C. Assign worthwhile and meaningful work to participants during the entire time they are at the worksite in accordance with the training outline/job description. Duties other than those in the training outline/job description must be predetermined and mutually agreed upon by the Company and CSRC Youth Connections.
D. Direct and supervise participants' internship activities in accordance with the training outline/ job description.
E. Assure it will have supervisory personnel who will act as worksite supervisors for each of the Company's worksites to provide continuous on-site supervision and training of participants. Participants must always have supervision.
F. Orient and train their worksite supervisory personnel, including any alternate staff, directly responsible for the supervision of participants as to the Company's responsibilities and obligations under this agreement.
G. Notify CSRC Youth Connections immediately of any temporary and/or ongoing changes in the designation of personnel supervising the participants.
H. Be accountable for maintaining internship participant timesheets and progress reports, supervising the proper completion of timesheets, approving participant timesheets and progress reports if all the prior requirements are met, and submitting timesheets and progress reports timely and in accordance with CSRC Youth Connections payroll procedures.
I. Require participants' conformance with the Company's Personnel Rules and Conduct such as attendance, dress code, office etiquette, etc.
J. Ensure all sites where participants will be assigned are sanitary, safe, drug-free environments in accordance with health and safety standards established by State and Federal law.
K. Ensure all required safety supplies and equipment are used in the proper manner, for their intended use, and in accordance with all laws, including child labor laws where applicable.
L. Conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.
M. Inform CSRC Youth Connections immediately should an accident or injury occur at the worksite affecting or involving a participant that requires the participant to complete a first report of injury form. AmeriSys is the Worker's Compensation Provider, and they should be contacted at 1-800-455-2079 in case of a work-related injury. The location code is 2306.
N. Notify CSRC Youth Connections by telephone of any problem or concern regarding a

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participant's performance at a worksite as soon as possible, but at least within 24 clock hours of when the problem is identified.

O. Not discriminate against any participant or potential participant because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, creed, or marital status.

P. Ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.

Q. Ensure that the following general working conditions comply with the following:
   1. This internship shall not result in the displacement of current employees;
   2. There shall be no partial displacement (reduction of hours worked, wages, or employment benefits) of currently employed workers nor replacement of laid-off workers by the internship participant(s);
   3. There shall be no infringement of promotional opportunities for regular employees; and
   4. Participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, lunch, etc., as other current employees.

R. Ensure that participants will not be employed in the building, operating, or maintaining any part of any building, which is used for sectarian instruction or as a place of worship.

S. Ensure that this agreement will not impair existing contracts for services or a collective bargaining agreement between the Company and other parties, nor will this agreement assist, promote, or deter union organization.

T. Ensure that an internship participant under this agreement will not assist with political or lobbying activities or any activity designed to influence legislation or appropriation pending before the Congress of the United States.

U. Monitor to ensure that all participants at all worksites are performing only work activities as identified in the training outline/job description and that the Company is complying with this agreement. The Company shall notify CSRC Youth Connections of any changes to the required training hours, internship description, and/or if the training has been completed or terminated.

V. Immediately advise CSRC Youth Connections in writing of any actions, suits, claims or grievances filed against the Company, State of Florida, federal officials, or participants that in any way relates to this agreement.

W. Allow CSRC/CSRC Youth Connections, the Governor of the State of Florida, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) access to the Company's worksite(s) at all reasonable hours for such purposes as monitoring the program, counseling the participants, etc.

X. Adhere to all employment and applicable child labor laws. See www.dol.gov/dol/topic/youthlabor/ for details on child labor laws.

Y. To the extent required by law, maintain the confidentiality of any information regarding participants or their immediate families, which may be obtained from forms, discussions, or other sources. Without permission of the participant, such information shall be divulged only as necessary for purposes related to the performance of this agreement.

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WIOA YOUTH CONNECTIONS
INTERNSHIP WORKSITE AGREEMENT

Z. Consider all internship participants for any unsubsidized job openings, which may occur with the Company, if participants meet the necessary qualifications for the position.

AA. Not subcontract, assign, or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of CSRC Youth Connections.

5. Responsibilities of CSRC Youth Connections:

CSRC Youth Connections accepts and agrees that it shall:

A. Recruit, select, and refer participants eligible for this internship program to the Company.

B. Assist the worksite supervisor in resolving any problems concerning the participants' performance during the internship.

C. Hear all grievances concerning program participants' performance at the worksite in accordance with CSRC Youth Connections participant grievance procedures.

D. Provide counseling and supportive services to participants as the need is identified.

E. Collect timesheets, progress reports, and be responsible for distributing participant paychecks. Workers' Compensation coverage for all internship participants is provided through the State of Florida, AmeriSys. Note: No fringe benefits or holiday pay is provided to these temporary workers.

F. CSRC Youth Connections shall be responsible, as the employer of record, for employing the participants and paying participants at or above the higher of the State or Federal Minimum Wage for all actual hours worked.

G. Monitor the activities under this agreement at the worksite(s) at reasonable hours and as frequently as the authorized representatives of CSRC Youth Connections may deem necessary to assure the internship is constructive for the participant and that all provisions of this agreement are being carried out.

H. Require corrective action within specified time periods or remove participants from worksites without prior notice other than a written notification to be delivered to the Company at the time of the removal. This action may be taken when CSRC/CSRC Youth Connections, the Governor of the State of Florida, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where CSRC/CSRC Youth Connections, the Governor of the State of Florida, or DOL find noncompliance on any of the terms or conditions under this agreement.

I. Furnish the Company with copies of all procedures, forms, etc. which it deems necessary for the proper conduct by the Company.

6. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein. In agreeing to provide direction, training and supervision of the participant, the Company understands that this does not make CSRC Youth

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WIOA YOUTH CONNECTIONS
INTERNSHIP WORKSITE AGREEMENT

Connections liable to the Company or any third party because of any future act or failure to act by any participant on or off the worksite.

7. Changes to the Agreement

This agreement may be modified or amended as necessary by the issuance of a written modification, signed, and dated by both parties. The modified or amended agreement is nonbinding until signed by all parties.

8. Termination

This agreement may be terminated as follows:

A. CSRC Youth Connections or the Company may terminate the agreement for convenience upon ten (10) business day's prior written notice to the other party.

B. CSRC Youth Connections may terminate this agreement in whole or in part at any time and without notification when the CSRC's CEO in his/her sole judgment determines that:
   1. The Company has failed to comply with any of the provisions contained in this agreement or any modification hereto.
   2. The Company fails to perform in whole or in part under this agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by CSRC/CSRC Youth Connections.

C. Should unforeseen circumstances arise affecting the well-being or safety of the youth participant, the youth may be removed from the worksite.

D. The United States Department of Labor or State of Florida fails to provide adequate funds, reduces, eliminates, or otherwise terminates the program under which this agreement is written.

9. Notice

Other than, as provided herein, notice shall be required to be given to CSRC/CSRC Youth Connections under this agreement and shall be sufficient when hand delivered or mailed to CSRC at its office at 4100 Okeechobee Road, Suite 90A, Fort Pierce, FL 34947. All notices required to be given to the Company under this agreement shall be sufficient when hand delivered or mailed to the Company at its office located at the address identified in paragraph one, page one of this agreement.

10. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

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WIOA YOUTH CONNECTIONS
INTERNSHIP WORKSITE AGREEMENT

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this agreement and perform the responsibilities specified herein have made and executed this agreement on the respective dates under each signature.

DS
AS

CSRC

Signatu Signed by: Brian Bauer 81CEF86456304CC...

Print Name/Title: Brian Bauer, President/CEO

Date: 06/23/2026

Phone: 866-482-4473, ext. 418

Email: bbauer@careersourcerc.com

Company: Manatee Observation & Education Center

Signature: See Signature Page

Print Name/Title:

Date:

Phone:

Email:

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FORT PIERCE UTILITIES AUTHORITY

_____

Board Chair

_____

Date

ATTEST:

_____

Board Secretary

APPROVED AS TO LEGAL FORM:

_____

FPUA General Counsel

FPUA ADDENDUM TO
SENTINEL TECHNOLOGIES, INC QUOTES 037194 & 037192
FOR PURCHASE OF PROFESSIONAL SERVICES &
FIRST DIGITAL SIP LINE SERVICES
POA # 24-10

THIS FPUA ADDENDUM TO SENTINEL TECHNOLOGIES, INC QUOTES 037194 & 037192 FOR PURCHASE OF FOR PURCHASE OF PROFESSIONAL SERVICES & FIRST DIGITAL SIP LINE SERVICES POA # 24-10 ("Addendum") is made and entered into as of the date last signed below ("Effective Date"), by and between the Fort Pierce Utilities Authority, hereinafter referred to as "FPUA," and Sentinel Technologies. Inc., a foreign profit corporation, with its principal address located at 2550 Warrenville Road, Downers Grove, IL 60515, hereinafter referred to as "Contractor."

WHEREAS, the FPUA desires to purchase and Contractor desires to provide Professional Services and First Digital SIP Line Services ("Services");

WHEREAS, Contractor agrees to provide the Services as set forth in the Sentinel Quotes 037194 & 037192, attached hereto as Exhibit "A" (Quote);

WHEREAS, this Addendum adds to the terms and conditions set forth in the Quotes;

WHEREAS, this Addendum and Quotes shall be referred to collectively as "the Agreement,"

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree to the following terms and conditions:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Addendum.

2. **Supplemental Terms.**

2.1 In the event of a conflict between the terms of this Addendum and the Quotes, the terms and conditions set forth in this Addendum will control, followed by the terms set forth in the Quote.

2.2. **Payment.** The FPUA shall pay the Contractor 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. Payment shall be made within forty-five (45) days of receipt of accepted invoice.

2.2.1 The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to the Contractor's Proposal attached hereto and incorporated herein.

2.2.2 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.

2.3 Taxes. The FPUA is a tax-exempt entity and can provide its tax-exempt certificate upon request.

2.4 <u>Insurance</u>.

2.4.1 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.

2.4.2 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.

2.4.3 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)

2.4.4 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.

2.4.5 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

2.5. <u>Termination.</u>

2.5.1. Termination for Convenience. The FPUA has the right at any time upon 30 days written notice to Contractor to terminate this Agreement for any reason whatsoever. In the event of such termination, the FPUA will be responsible to Contractor only for the fees and compensation earned by Contractor prior to the effective date of said 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 Agreement. Contractor acknowledges that the 30 days' notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause. Upon termination of the Agreement, Contractor shall refund any prepaid annual fee in a prorated amount covering the remainder of the term of the Agreement.

2.5.2. 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: (1) for 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; (2) 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 (3) is engaged in business

operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company 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.

2.6 Public Records. To the extent the Agreement includes providing services and acting on behalf of a FPUA as a Contractor as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

Keep and maintain public records required by FPUA to perform the service;

Upon request from FPUA's custodian of public records, provide FPUA 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 or as otherwise provided by law;

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 Agreement term and following completion of the Agreement if the contractor does not transfer the records to FPUA; and

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

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 THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

Trade Secret or Confidential Material. In accordance with Florida Statutes, including 119.01 (Public Records) and 815.045 (Trade Secret Information), if Contractor considers any information related to this Agreement or the services to be provided to FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for

the Confidential Material FPUA 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, objection, or seek an injunction to prevent disclosure of its Confidential Material. 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 agrees to protect, defend, and indemnify FPUA and its members and employees from all claims, fines or costs, including attorney's fees, arising from or relating to the designation of Confidential Material.

2.7 Choice of Law and Venue. This Agreement 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.

2.8 Indemnification. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.

2.9 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 Agreement to the contrary, nothing in this Agreement 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 Addendum or Quote 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.

3.0 E-Verify Required. Pursuant to 448.095, Florida Statutes, FPUA and every 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.

3.1 Anti-Human Trafficking Compliance. Contractor agrees to execute the Affidavit attached hereto as Exhibit "B" which affirms that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Contractor shall comply with all applicable laws prohibiting human trafficking and the use of forced, coerced, or involuntary labor in the performance of this Addendum.

Contractor further represents that it has taken reasonable steps to ensure that its employees, subcontractors, and suppliers also comply with these prohibitions. Any violation of this provision shall constitute a material breach of this Addendum and may result in termination and any other remedies available to Fort Pierce Utilities Authority under law.

IN WITNESS WHEREOF this Addendum has been signed and sealed by the respective parties hereto.

FORT PIERCE UTILITIES AUTHORITY	**SENTINEL TECHNOLOGIES, INC**
	Robert Lenartowicz Robert Lenartowicz (Sep 8, 2026 11:16:35 CDT)
Chair	
	Robert Lenartowicz
Date	Printed Name
ATTEST:	COO
	Title
	09/08/2026
Secretary	Date

APPROVED AS TO LEGAL FORM:

FPUA General Counsel



Voice Work Order

Budgetary Proposal # 037194

Prepared for:

Fort Pierce Utilities Authority

Steven Crites
scrites@fpua.com

Prepared by:

Sentinel Technologies, Inc

Melissa Ortega
mortega@sentinel.com

Appendix A

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This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Fort Pierce Utilities Authority with principal offices at 206 S 6th Street Fort Pierce, FL 34950.

Work Order Details

Summary

- Customer requests assistance with setting up SIP trunks to First Digital and Cisco Call Manager, Currently using 2 x PRIs configured with MGCP

Vendor Responsibilities

- Sentinel will work with First Digital to establish SIP trunk(s) to them in preparation for port over DIDs from ATT
    - There are (2) Voice Gateways in two datacenters that will need configuration
- Sentinel will configure SIP trunks, if needed, from Cisco CUBE to Call Manager system
- Test inbound/outbound calls
    - Testing for Outbound, can move all calling outbound to new SIP trunks when FPUA is comfortable with solution
    - Testing for Inbound, be available during cutover window for testing inbound calls
- Sentinel will work with local resource(s) to configure system(s) via a web sharing system (Webex/MS Teams, etc) for over the shoulder learning

Customer Responsibilities

- Customer shall identify a technical resource that shall be able to make client configuration decisions and be the point of contact for all technical questions.
- Ensure that adequate Admin access to all required systems.
- Customer will perform testing of outbound and inbound calling

Exclusions

- Project Management not included.
- Any updates to existing system(s)



Professional Services

Product Description	Ext Price
Professional Services - Estimated T&M ($237/hr)	$5,688.00
Subtotal:	**$5,688.00**

Voice Work Order

Prepared by:	Prepared for:	Contract Information:
Sentinel Technologies, Inc	**Fort Pierce Utilities Authority**	**Budgetary Proposal # 037194**
Melissa Ortega mortega@sentinel.com	206 S 6th Street Fort Pierce, FL 34950 Steven Crites +17724661600 ext. 3838 scrites@fpua.com	Version: 1 Delivery Date: 09/02/2026 Expiration Date: 10/01/2026

Quote Summary

Description	Amount
Professional Services	$5,688.00
Total:	**$5,688.00**

Terms and Conditions

By signing below, Customer agrees that the products and services being purchased through this contract are subject to the Sentinel Technologies Terms and Conditions, as applicable, located at https://sentinel.com/Terms-and-Conditions unless expressly provided herein or otherwise addressed in a separate Agreement between the parties.

Invoice Terms

Labor: Upon Completion



Voice Work Order

Budgetary Proposal # 037194

Prepared for:

Fort Pierce Utilities Authority

Steven Crites
scrites@fpua.com

Prepared by:

Sentinel Technologies, Inc

Melissa Ortega
mortega@sentinel.com

Appendix A

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This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Fort Pierce Utilities Authority with principal offices at 206 S 6th Street Fort Pierce, FL 34950.

Work Order Details

Summary

- Customer requests assistance with setting up SIP trunks to First Digital and Cisco Call Manager, Currently using 2 x PRIs configured with MGCP

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Voice Work Order

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