EMERALD COAST UTILITIES AUTHORITY

P.O. Box 17089 • Pensacola, FL 32522-7089 • or • 9255 Sturdevant Street • Pensacola, FL 32514-7038
Phone: 850-476-5110 • Fax: 850-969-3308

Vicki Campbell District One | Lois Benson District Two | Cedric Alexander District Three | Dale Perkins District Four | Larry Walker District Five

ECUA Mission Statement

The Mission of the Emerald Coast Utilities Authority is to promote the quality of life of the Emerald Coast by providing water, wastewater and sanitation services in an effective and efficient manner.

AGENDA

A REGULAR MEETING OF THE
CITIZENS' ADVISORY COMMITTEE
TUESDAY, OCTOBER 20, 2020
3:00 p.m.

ECUA is committed to our visitors' and employees' well-being and continues to observe CDC guidelines regarding COVID-19. All attendees at the ECUA Board Room will be required to wear a face mask. For those who do not have their own, one will be available at the meeting.

ECUA BOARD ROOM
ELLYSON INDUSTRIAL PARK
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. ADOPTION OF AGENDA

D. OPEN FORUM

E. APPROVAL OF MINUTES
Regular Citizens' Advisory Committee Meeting of August 18, 2020 ..... Pg. 6

F. Adoption of General Resolution No. GR20-36 ..... Pg. 10
A GENERAL RESOLUTION AUTHORIZING THE ACCEPTANCE OF BID AND AWARDING CONTRACT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CONTRACTS WITH MULTIPLE VENDORS FOR REPLACEMENT VEHICLES; AND PROVIDING AN EFFECTIVE DATE.

G. **Adoption of General Resolution No. GR20-40 ..... Pg. 14**
A GENERAL RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO REACH AND SIGN A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DESIGN AND CONSTRUCTION OF A RECLAIMED WATER SYSTEM ON PENSACOLA BEACH AND PROVIDING AN EFFECTIVE DATE.

H. **Adoption of General Resolution No. GR20-46 ..... Pg. 71**
A GENERAL RESOLUTION TO THE GRINDER PUMP REIMBURSEMENT PROGRAM RELATIVE TO INNERARITY ISLAND SEWER SYSTEM CUSTOMERS; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISTRIBUTE FUNDS PER THE BOARD'S DECISION; AND AUTHORIZING THE USE OF FUNDS FROM THE BUDGET ESTABLISHED FOR CIP PROJECT CS318— NON GRAVITY SEWER CONNECTIONS.

I. **Adoption of General Resolution No. GR20-47 ..... Pg. 76**
A GENERAL RESOLUTION AUTHORIZING THE RETAINED EASEMENTS ALONG INTERSTATE 10 (STATE ROUTE 8) BETWEEN U.S. HIGHWAY 29 (STATE ROUTE 95) AND INTERSTATE 110 (STATE ROUTE 8A) TO BE NO LONGER USEFUL, NECESSARY, OR PROFITABLE IN THE OPERATION OF THE UTILITY SYSTEMS OF THE EMERALD COAST UTILITIES AUTHORITY; APPROVING AND CONCURRING IN THE FINDINGS OF THE EXECUTIVE DIRECTOR; DECLARING THE EASEMENT TO BE SUBORDINATED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AND PROVIDING AN EFFECTIVE DATE.

J. **Adoption of General Resolution No. GR20-48 ..... Pg. 97**
A GENERAL RESOLUTION AUTHORIZING THE EXTENSION OF THE MAINTENANCE CONTRACT WITH CENTRAL SQUARE FOR SUNGARD SOFTWARE SUPPORT THROUGH DECEMBER 2021.

K. **Adoption of General Resolution No. GR20-49 ..... Pg. 101**
A GENERAL RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN ENGINEERING SERVICES PROPOSAL FROM HDR ENGINEERING, INC., (HDR) FOR DESIGN OF A GRANULAR ACTIVATED CARBON (GAC) TREATMENT SYSTEM TO TREAT THE WATER FROM THE MULDOON AND AVONDALE WELL SITES; AUTHORIZING THE USE OF FUNDS FROM CIP PROJECT RW001N - GAC FILTER VESSEL MAINTENANCE.

L. **Adoption of General Resolution No. GR20-50 ..... Pg. 110**
A GENERAL RESOLUTION AUTHORIZING THE ACCEPTANCE OF BID AND AWARDING A CONTRACT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH BROWN CONSTRUCTION OF NORTHWEST FLORIDA, INC., (BROWN) FOR $1,106,821.29 TO CONSTRUCT THE MOBILE HIGHWAY AND PERDIDO KEY TANK DISCHARGE BOOSTER PUMPS; AUTHORIZING THE USE OF FUNDS FROM SEVERAL BUDGETS.

M. **Adoption of General Resolution No. GR20-51 ..... Pg. 114**
A GENERAL RESOLUTION AUTHORIZING THE ACCEPTANCE OF BID AND AWARDING OF A CONTRACT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH CLEARCREEK COATINGS, LTD OF NEW CARLISLE, OHIO (CLEARCREEK) FOR $825,150 TO PERFORM TANK MAINTENANCE AT SEVERAL SITES; AUTHORIZING THE USE OF FUNDS FROM RW817 - ELEVATED TANK MAINTENANCE.

N. **Adoption of General Resolution No. GR20-52** .....Pg. 119
A GENERAL RESOLUTION AUTHORIZING THE PURCHASE OF AN AUTOCAR CHASSIS WITH 40-CUBIC-YARD MCNEILIUS ATLANTIC FRONT LOADER BODY FOR THE COMMERCIAL DIVISION OF THE SANITATION DEPARTMENT.

O. **Adoption of General Resolution No. GR20-53** .....Pg. 124
A GENERAL RESOLUTION AUTHORIZING THE EMERALD COAST UTILITIES AUTHORITY AND WASTE MANAGEMENT OF FLORIDA TO ENTER INTO AN AGREEMENT FOR THE PROCESSING OF RECYCLABLES AT THE EMERALD COAST UTILITIES AUTHORITY MATERIALS RECYCLING FACILITY AND PROVIDING AN EFFECTIVE DATE FOR THE AGREEMENT.

P. **Adoption of General Resolution No. GR20-54** .....Pg. 141
A GENERAL RESOLUTION AUTHORIZING THE EMERALD COAST UTILITIES AUTHORITY AND WASTE PRO OF MISSISSIPPI TO ENTER INTO AN AGREEMENT FOR THE PROCESSING OF RECYCLABLES AT THE EMERALD COAST UTILITIES AUTHORITY MATERIALS RECYCLING FACILITY AND PROVIDING AN EFFECTIVE DATE FOR THE AGREEMENT.

Q. **INFORMATIONAL REPORTS**
(1) Water Production Report – August 2020 .....Pg. 158
(2) Water Production Report – September 2020 .....Pg. 159
(3) Water Reclamation Report – August 2020 .....Pg. 160
(4) Water Reclamation Report – September 2020 .....Pg. 161

R. **UNFINISHED BUSINESS**

S. **NEW BUSINESS**

T. **COMMITTEE COMMUNICATIONS**

U. **OPEN FORUM**

V. **ADJOURNMENT**

The next regular meeting of the ECUA Citizens' Advisory Committee is scheduled for: Tuesday, November 10, 2020, at 3:00 p.m.

Any person who decides to appeal any decision made by ECUA with respect to any matter considered at this meeting or hearing will need a record of the proceedings thereof. Since ECUA does not make verbatim records of its proceedings, such person may need to independently secure such a record, which should include the testimony and evidence on which the appeal is to be based.

Pursuant to the U.S. Americans with Disabilities Act, the ECUA will make reasonable modifications for access to ECUA services, programs and activities by any qualified individual with a disability. Please call (850) 476-5110 (voice callers) or 1-800-955-8771 (TDD) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the ECUA sufficient time to provide the requested accessibility.

GUIDELINES FOR OPEN FORUM

1. *Please complete and submit a Speaker's Registration Form to the ECUA meeting staff attendant and wait to be recognized by the Chairman.*
2. *If your presentation involves the use of ECUA's computer system, that presentation must be provided to ECUA's Information Technology (IT) Department at least one day in advance of the meeting to ensure it is free of any virus/malware.*
3. *Presentations are limited to five minutes.*
4. *The Chairman may extend the time allowed if the Chairman determines an extension is necessary in order to allow sufficient time for a presentation. In this event, all persons addressing the same issue shall be allowed a similar extension of time.*
5. *If a large number of persons have indicated their desire to speak, the Chairman may reduce the time allowed for presentations in order to avoid unduly prolonging the meeting.*
6. *Presentations are limited to agenda items or other issues related to ECUA.*
7. *Comments of a personal nature concerning any individual or comments or actions which are disruptive will not be permitted.*

MINUTES OF THE EMERALD COAST UTILITIES AUTHORITY CITIZENS' ADVISORY COMMITTEE MEETING

Via GoToMeeting
TUESDAY, AUGUST 18, 2020, 3:00 P.M.
ECUA BOARD ROOM
9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK
PENSACOLA, FLORIDA

Members present: Vicki Campbell, Chairman
Dale Perkins, Vice Chairman
Lois Benson
Maurice J. Inkel, Jr.
Clorissti Shoemo
Chuck Kimball *(signed in at approximately 3:04 p.m.)*
Pueschel Schneier
Brice Pelfrey
Louise Ritz
Randy Ponson

Members absent: Cedric Alexander
Larry Walker

Staff present: J. Bruce Woody, Executive Director

ITEM A – CALL TO ORDER

Chairman Campbell called the regular meeting of the Emerald Coast Utilities Authority Citizens' Advisory Committee to order at approximately 3:01 p.m.

ITEM B – INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Shoemo provided the invocation and led the Pledge of Allegiance.

ITEM C - ADOPTION OF AGENDA

A motion was made by Mr. Kimball, seconded by Ms. Shoemo, to approve the agenda as presented.

Motion carried 10-0.

ITEM D – OPEN FORUM

There were no requests to address the Committee.

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ITEM E – APPROVAL OF MINUTES

A motion was made by Mr. Perkins, seconded by Mr. Inkel, to approve the minutes of the Special Citizens' Advisory Committee meeting of July 14, 2020, and the Regular Citizens' Advisory Committee meeting of July 21, 2020, as presented.

Motion carried 10-0.

ITEM F– Adoption of General Resolution No. GR20-11

A GENERAL RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A RENEWAL CONTRACT WITH PREFERRED GOVERNMENTAL INSURANCE TRUST (PGIT) AND PREFERRED GOVERNMENTAL CLAIMS SOLUTIONS (PGCS) TO RENEW THE WORKERS' COMPENSATION INSURANCE AND THIRD-PARTY ADMINISTRATOR (TPA) CLAIMS ADMINISTRATION SERVICES WITH AN EFFECTIVE DATE OF OCTOBER 1, 2020.

Comments:
Ms. Ritz noted that Resolution No. GR20-11 states the current Experience Modification Factor is now 1.19, which has increased from 1.08 in FY 2020. Mr. Woody explained that the increase is attributed to the frequency and severity of ECUA's workers' compensation claims and changes in annual payroll and job classifications. Our goal is to reduce the current Experience Modification Factor by educating and training our employees through our Risk Management Workplace Safety Program.

Motion and Vote:
A motion was made by Ms. Benson, seconded by Mr. Kimball, that the Board adopt General Resolution No. GR20-11.

Motion carried 10-0.

ITEM G – Adoption of General Resolution No. GR20-12

A GENERAL RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SOLE SOURCE PURCHASE ORDER IN THE AMOUNT OF $164,319, WITH PUMP AND PROCESS EQUIPMENT, INC., TO SUPPLY REPLACEMENT PARTS FOR FOUR CENTRAL WATER RECLAMATION FACILITY EFFLUENT PUMPS.

Comments:
Mr. Woody explained to the Committee that staff requested a proposal from the pump supplier, Pump and Process Equipment, Inc., to purchase four additional sets of parts to rebuild the remaining four pumps. Pumps and Process Equipment, Inc., is the regional distributor for Fairbanks Morse and the only provider of their parts in this area.

Motion and Vote:
A motion was made by Ms. Benson, seconded by Ms. Schneier, that the Board adopt General Resolution No. GR20-12.

Motion carried 10-0.

ITEM H – Adoption of General Resolution No. GR20-13

A GENERAL RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT WITH DPC ENTERPRISES FOR THE PURCHASE OF LIQUID CHLORINE AND PROVIDING AN EFFECTIVE CONTRACT DATE.

Comments:
None.

Motion and Vote:
A motion was made by Mr. Kimball, seconded by Ms. Shoemo, that the Board adopt General Resolution No. GR20-13.

Motion carried 10-0.

ITEM I – Adoption of General Resolution No. GR20-14

A GENERAL RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT WITH HAWKINS/DUMONT, INC., FOR BULK ORTHOPHOSPHATE AND PROVIDING AN EFFECTIVE DATE.

Comments:
None.

Motion and Vote:
A motion was made by Ms. Benson, seconded by Mr. Kimball, that the Board adopt General Resolution No. GR20-14.

Motion carried 10-0.

ITEM J – Adoption of General Resolution No. GR20-15

A GENERAL RESOLUTION AUTHORIZING THE ACCEPTANCE OF BID AND AWARDING CONTRACT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH UTILITY SERVICE COMPANY, INC., FOR $687,690.78, TO COMPLETE THE ROLLING HILLS TRANSMISSION MAIN RESTORATION PROJECT; AUTHORIZING THE USE OF FUNDS FROM THE BUDGET ESTABLISHED FOR CIP PROJECT RS887—ROLLING HILLS CENTRAL TRANSMISSION MAIN RESTORATION.

Comments:
Mr. Woody informed the Committee that this project should be completed within a year.

Motion and Vote:
A motion was made by Ms. Shoemo, seconded by Ms. Schneier, that the Board adopt General Resolution No. GR20-15.

Motion carried 10-0.

ITEM K – Informational Reports

(1) Financial Reports for the Period Ended June 30, 2020

No action required.

(2) Water Production Report – June 2020

No action required.

(3) Water Production Report – July 2020

No action required.

(4) Water Reclamation Report – July 2020

No action required.

ITEM L – UNFINISHED BUSINESS

None.

ITEM M – NEW BUSINESS

Ms. Shoemo asked for clarification on ECUA's procedure for when a customer experiences a water leak and requests to have their service turned off so that repairs can be made. The customer informed Ms. Shoemo that ECUA did not respond in a timely manner, causing an extended time for the water to leak. Ms. Campbell suggested the one-time leak adjustment and also suggested that Ms. Shoemo discuss this particular situation with staff to seek a remedy. Mr. Perkins also suggested that a customer may seek assistance from their Board member.

Ms. Campbell requested that staff add a new item, Board (Committee) Communications, to the Citizens' Advisory Committee agenda.

ITEM N – OPEN FORUM

There were no requests to address the Committee.

ITEM O – ADJOURNMENT

There being no further business to come before the Committee, Chairman Campbell adjourned the meeting at approximately 3:27 p.m.

Respectfully submitted,

J. Bruce Woody, P.E.
Executive Director

APPROVED BY THE ECUA CITIZENS' ADVISORY
COMMITTEE IN REGULAR SESSION ON _____

( ) Without corrections/amendments
( ) With corrections/amendments being:

EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-36

A GENERAL RESOLUTION AUTHORIZING THE ACCEPTANCE OF BID AND AWARDING CONTRACT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CONTRACTS WITH MULTIPLE VENDORS FOR REPLACEMENT VEHICLES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, on September 25, 2020, the Emerald Coast Utilities Authority (hereinafter "ECUA") solicited competitive bids for replacement vehicles; and

WHEREAS, the bids received from the selected contractors are shown in the table below; and

Contractor	Bid Proposal Amount
Ford of Port Richey of Port Richey, Florida	$50,513.00
Bozard Ford of St. Augustine, Florida	$820,763.00
World Ford of Pensacola, Florida	$167,849.04
Duval Ford of Jacksonville, Florida	$750,479.00

WHEREAS, every year the ECUA replaces vehicles based on a minimum eight-year replacement cycle; factors such as repair costs and mileage are used to identify vehicles in need of replacement. Once the new vehicles are delivered, the vehicles being replaced are placed on an auction site for disposal; and

WHEREAS, for FY2021, 31 vehicles have been identified for replacement. The attached spreadsheet lists the vehicles to be replaced and declared surplus, and the bids submitted by various vendors for the replacement vehicles; and

WHEREAS, the total replacement cost for water / wastewater vehicles is $1,789,604.04, which is available in the approved FY2021 Capital Improvement Budget project RA805.

WHEREAS, staff is requesting the Board to approve award of bid to the listed vendors and declare the listed vehicles surplus upon delivery of the approved replacement vehicles; and

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. ECUA hereby authorizes the acceptance of bid and award of contract to listed vendors; and

SECTION 2. Declare the 31 listed vehicles surplus upon delivery of the replacement vehicles; and

SECTION 3. ECUA hereby directs and authorizes the Executive Director to execute the contracts; and

SECTION 4. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Coordinator

Lois Benson, Board Chairman

Date:	October 20, 2020
Account Number:	Projects RA805
Amount:	$1,789,604.04
Type of Resolution:	General Resolution

EXPLANATION TO ECUA BOARD

Originating Department:	Sanitation Department
PURPOSE:	FY2021 Vehicle Replacement
REMARKS:	The Capital Improvements Program (CIP) for the Ellyson Garage includes a fund designated to purchase replacements for older vehicles used in ECUA operations. Vehicles are scheduled for replacement based on age and maintenance costs. Staff utilizes a combination of ECUA bids, State Purchasing Contract, Sheriff's Association Purchasing Contract and piggybacking other government agency purchases to obtain the best pricing available for vehicles and equipment.

Submitted by:

Randy Rudd
Deputy Executive Director of Shared Services
969-3393

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

2021 Vehicle Quotes

	Existing make/model	Replacement make/model	Ford of Port Richey 2020 Model Year Transit Van and Rangers	Bozard	World Ford	Duval	Total
Garage Service Truck	Ford/F350	Ford/F550	No Bid	101,996.00	**101,930.02**	103,657.00	$ 101,930.02
1226A	Ford/F550	Ford/F550	No Bid	**83,996.00**	86,974.02	86,839.00	$ 83,996.00
826B	Ford/F350	Ford/Transit 350	**50,513.00**	51,996.00	No Bid	No Bid	$ 50,513.00
853B, 29B, 1701	Ford Ranger	Ford Ranger XL	30,594.00	28,996.00	29,613.93 (2021 GPC $ not included)	x3 **27,430.00**	$ 82,290.00
1306A	Ford/F150	Ford/Ranger XL	34,710.00	32,996.00	35,105.00 (2021 GPC $ not included)	**31,447.00**	$ 31,447.00
610A, 261	Ford/F150	Ford/F150	33,039.00	32,396.00	No Bid	x2 **30,359.00**	$ 60,718.00
1201A, 1307A, 1313B, 204A, 217A	Ford/F150	Ford/F150	35,675.00	33,996.00	No Bid	x5 **32,845.00**	$ 164,225.00
800B	Ford/F150	Ford/F150	37,510.00	35,996.00	No Bid	**33,143.00**	$ 33,143.00
802C	Ford/F150	Ford/F150	43,551.00	40,796.00	No Bid	**32,645.00**	$ 32,645.00
1311	Ford/F150	Ford/F250	No Bid	61,996.00	59,862.84	**58,483.00**	$ 58,483.00
859B	Ford/F150	Ford/F250	49,799.00	47,996.00	49,605.02	**47,937.00**	$ 47,937.00
1914	Dodge/Ram1500	Ford/F250	No Bid	59,996.00	54,194.02	**53,283.00**	$ 53,283.00
1414A	Ford/F250	Ford/F250	No Bid	57,996.00	55,447.02	**54,566.00**	$ 54,566.00
846B, 850B	Ford/F250	Ford/F250	No Bid	55,996.00	52,297.50	x2 **49,699.00**	$ 99,398.00
305C, 878C	Ford/F550	Ford/F550	No Bid	x2 **92,996.00**	96,436.52	97,627.00	$ 185,992.00
823B, 828B, 844B	Ford/F550	Ford/F550	No Bid	x3 **107,996.00**	111,889.02	114,131.00	$ 323,988.00
1327B	Ford/F550	Ford/F550	No Bid	71,996.00	**65,919.02**	87,473.00	$ 65,919.02
1671A	Ford/F750	Ford/F550	No Bid	**86,996.00**	88,560.02	89,768.00	$ 86,996.00
1757	Ford/F750	Ford/F750	No Bid	**139,791.00**	No Bid	141,116.00	$ 139,791.00
219	Ford/F150	Ford/F150	35,200.00	33,796.00	No Bid	**32,344.00**	$ 32,344.00
Vendor total			$ 50,513.00	$ 820,763.00 *	$ 167,849.04 *	$ 750,479.00 *	$ 1,789,604.04

$ 1,789,604.04

***The column totals represent the total ECUA expenditure with each of these vendors. ECUA is only purchasing the few selected bid items shown in bold from each column. In some cases , ECUA is purchasing multiples of the same item.**

EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-40

A GENERAL RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO REACH AND SIGN A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DESIGN AND CONSTRUCTION OF A RECLAIMED WATER SYSTEM ON PENSACOLA BEACH AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, the Natural Resource Damage Assessment (NRDA) Trustee Council has approved a grant in the amount of $4,683,404 to the Emerald Coast Utilities Authority (hereinafter "ECUA") with for extension of the Pensacola Beach Reclaimed Water System; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has been tasked with administering this grant and will be retaining $425,764 for Trustee Oversight and Project Administrative costs, leaving net funds of $4,257,640 available for the project; and

WHEREAS, portions of this work have already been accomplished utilizing a $947,000 grant from the Northwest Florida Water Management District (NWFWMD); and

WHEREAS, the previously completed Reclaimed Water Master Plan calls for five phases of construction to extend the Pensacola Beach Reclaimed Water System, with phases one through four accomplishing the construction of the "backbone" of the system down the primary roadways, and phase five accomplishing expansion down residential side streets; and

WHEREAS, the FDEP NRDA grant is estimated to provide sufficient funding for the completion of approximately the first two phases, but also requires ECUA to provide funding to complete through phase four at an estimated amount of approximately $2,000,000. However, if sufficient reclaimed water is not available after any phase, completion of further phases will not be required; and

WHEREAS, staff has coordinated with the FDEP and reached concurrence in principle with the attached proposed grant agreement, pending ECUA Board approval; and

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. ECUA hereby authorizes the Executive Director to execute a grant agreement similar in principle to the attached proposed grant agreement; and

SECTION 2. ECUA hereby authorizes the Executive Director to allocate Capital Improvement Plan (CIP) funding to accomplish this work; and

SECTION 3. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Coordinator

Lois Benson, Board Chairman

Date:	October 20, 2020
Account Number:	
Amount:	$4,257,640
Type of Resolution:	General Resolution

EXPLANATION TO ECUA BOARD

Originating Department:	Deputy Executive Director of Engineering and Environmental Services
PURPOSE:	That the Board authorize the Executive Director to sign a grant agreement similar in principle to the attached proposed grant agreement, and allocate CIP funding to accomplish the work.
REMARKS:	The previously approved and completed Reclaimed Water Master Plan calls for five phases of construction to extend the Pensacola Beach Reclaimed Water System. A portion of the first phase has already been accomplished with partial funding from a NWFWMD grant. The proposed grant agreement allows five years to accomplish the first four phases, with separate funding required to come in future years. ECUA is not prohibited from applying for future grants, but if ECUA is not successful, ECUA will be responsible to fund the remaining phases. The current cost estimate for these future phases, if necessary, is approximately $2,000,000. Each phase will be brought back to the ECUA Board as required and for award of bid. It is anticipated this construction work would be completed in the off-peak season and take three to five years.

Submitted by:

Don Palmer, P.E.
Deputy Executive Director of
Engineering and Environmental Services
969-6637

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. DH007

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is to construction a reclaimed water transmission and distribution system on Pensacola Beach. This project will reduce the amount of discharge to Santa Rosa Sound from the Pensacola Beach Wastewater Treatment Plant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

Owner Direct Purchases.
The Grantee is hereby authorized to make Owner Direct Purchases as it relates to the construction of the Project. An Owner Direct Purchase shall be invoiced as cost reimbursement.

Project Completion.
The Grantee is responsible for the completion of this Project as described in Attachment 3, the Grant Work Plan. The Grantee is responsible for any additional funds that may be required for the completion of this Project. It is anticipated that several million dollars of additional funding including other grants, etc. will be pursued for completion of the project. In the event that the system demand exceeds the available reclaimed water supply after any phase, the Grantee may reduce the scope of this Project to the most recently completed phase. In such an event, the Grantee shall submit documentation to the Department's Grant Manager documenting system demands exceed available reclaimed water supply for Department approval.

STATE OF FLORIDA
DEPARTMENT OF ENVIORNMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: DH007

ATTACHMENT 3

PROJECT TITLE: Pensacola Beach Reclaimed Water System Expansion

PROJECT LOCATION: Pensacola Beach, Escambia County, Florida. See Figures 1-5 for location maps.

PROJECT BACKGROUND: The Emerald Coast Utilities Authority (Grantee) owns and operates the Pensacola Beach Wastewater Treatment Plant (WWTP) on Santa Rosa Island (Pensacola Beach). The WWTP provides advanced wastewater treatment (AWT) level of service and is currently permitted at 2.4 million gallons per day (MGD), with existing annual average daily flows of approximately 0.9 MGD. The existing WWTP incorporates limited reclaimed water reuse through an agreement with the Santa Rosa Island Authority (SRIA), with irrigation of the right-of-way along Via de Luna Drive. The SRIA's current average reclaimed water usage is approximately 90,000 gallons per day. The current potable water system customer count on Pensacola Beach is approximately 1,400 residential connections and 145 commercial connections. The benefits of reclaimed system expansion will be: (1) reduced reliance/demand on the mainland groundwater source, which is the Sand-and-Gravel Aquifer; and (2) a coincidental reduction in surface water discharge from the WWTP to Santa Rosa Sound, which has significant sea grass beds near Pensacola Beach. The objective is provision of reclaimed water for irrigation purposes to Grantee's residential and commercial water customers on Pensacola Beach.

The Grantee has developed a Reclaimed Water Master Plan for expansion of the WWTP reclaimed water system to serve the developed areas on Santa Rosa Island, and has already built a 2.5 MG tank for this system with partial funding from a Northwest Florida Water Management District (WMD) grant. The Grantee is temporarily using the tank for potable water and will remove it from the potable water system and connect it to the reclaimed system booster pump station (BPS) upon pump station completion. Designs for the BPS and a portion of Phase 1B of the reclaimed water transmission/distribution system were also prepared utilizing funding from the WMD grant.

The project area experiences significant population fluctuation through the tourist season, so it is impractical to perform construction work during the traditional tourist season. Consequently, each phase can only feasibly be constructed from October 1 to April 30. For this reason, the Grantee plans to design each phase during the traditional tourist season and to construct each phase during the off-season.

PROJECT REPORTING REQUIREMENTS: The Grantee shall submit progress reports no less than twice a year, and with each invoice submitted, which indicate the work performed during the reporting period, work scheduled for the next reporting period, problems encountered and resolutions of the problems, and any scheduled updates. These reports submitted by the Grantee shall be at no additional cost to the Department.

PROJECT DESCRIPTION: The Pensacola Beach Reclaimed Water System Expansion project entails the planning, design and construction of a pump station, and the associated piping, valves, and other system components necessary to connect the pump station to the existing tank as well as transmission and distribution lines necessary for the reclaimed system supply to customers. The project would achieve an increase in the use of reclaimed water from the WWTP, which is currently permitted for beneficial reuse along with effluent disposal through surface water discharge to Santa Rosa Sound. Expansion of the reclaimed water system would decrease the reliance on discharge of AWT treated effluent to the Sound. The availability of reclaimed water to a broader range of commercial and residential customers would also reduce the use of potable water for irrigation on Santa Rosa Island. This project will utilize a multi-phase implementation, with

each phase being designed and constructed prior to moving to the next phase. A portion of Phase 1A has already been constructed using WMD grant funds.

Phase No.	Phase Title
Phase 1A	Build BPS
Phase 1B	WWTP to Storage Tank and BPS to Reclaimed Distribution System
Phase 2	Eastward from Avenida 23
Phase 3	Fort Pickens Road to Sabine Drive
Phase 4	Sabine Drive to Fort Pickens Entrance

The Grantee intends to subcontract all construction work to be performed under this Agreement. The Grantee also intends to subcontract some or all of the construction design but may perform a portion of the construction design with its own staff.

TASKS and DELIVERABLES:

Task Start and End Dates: All Tasks must be completed within five (5) years from date of execution.

Task 1: Preparation of Construction Design Documents and Design Permits (by Phase)

Task 1 Description: The Grantee will engage, through the Grantee's standard procurement process, one or more qualified engineering consultants to finalize booster pump construction design documents and prepare construction design documents for transmission/distribution lines. Engineering consultant(s) shall also prepare and submit all required design permit applications. As the project proceeds, some design work may be prepared/submitted by the Grantee's own staff.

Subtask 1.1 Contract with Engineering Consultant: The Grantee will develop a Contract and Scope of Services with the selected Engineering Consultant for the design and permitting of the infrastructure described above.

Deliverables: Copy of the Grantee's Contract and Scope of Services with the selected Engineering Consultant.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this subtask description and that the Consultant Contract and Scope of Work described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with finalizing the Construction documents and permit applications.

Deliverable Due Date: All task related deliverables must be received no later than five (5) business days of the execution of the Grantee's executed Contract and Scope of Services with the selected Engineering Consultant.

Payment Request Schedule: Not applicable to this task.

Cost Reimbursement: This task will be performed at no cost to the Department

Subtask 1.2 Permitting: The Grantee's Engineering Consultant shall prepare any required design permit applications for submittal to each of the local, state or federal agency that require a permit(s) for construction of the proposed improvements for each phase. The Grantee will make a complete response to requests for additional information from the applicable agencies, with assistance from its Engineering Consultant.

Deliverables: 1) The Grantee shall provide the Department with a copy of the list of all applicable permits or notifications of exemption; 2) An electronic copy of all permits received for this project.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this subtask description. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with finalizing the Construction documents.

Payment Request Schedule: See Subtask 1.3

Cost Reimbursement: Fees for this task will not be invoiced to the Department until Subtask 1.3 is completed by phase.

Deliverable Due Date: All permits shall be received by the Department within five (5) days of receipt by the Grantee.

Subtask 1.3 Final Design and Specifications: The Grantee will prepare final design documents, plans and technical specifications for the construction of the proposed improvements for each phase in accordance with the schedule set forth in the Grantee's contract with the Engineering Consultant. The final plans and specifications, including any permit review changes, shall be subject to review and comment by the Department's Grant Manager prior to finalizing the plans and technical specifications for release for bid. The Department's Grant Manager shall be notified of and provided opportunity to attend the Grantee's periodic design review meetings of the design documents as described in the Grantee's contract with the Engineering Consultant to review comments on the plans and specifications prior to release for bid. The Grantee shall prepare an attendance log and record notes from the meetings. The Grantee will submit one (1) 11" x 17" hard copy and one (1) electronic (.pdf) copy of the final design plans and specifications for each phase of the project.

Deliverables: 1) The Grantee shall provide the Department with one (1) 11" x 17" hard copy and one (1) electronic (.pdf) of the final plans and technical specifications for each phase; 2) Attendance log and notes from review meetings.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this subtask description and that the Consultant Contract and Scope of Work described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with finalizing the Bid Documents.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of each design phase and Department approval of all associated task deliverables.

Cost Reimbursement: Not to exceed (cumulatively for all phases for all subtasks under Task 1) $200,000.00

Deliverable Due Date: 1) The final plans and specifications deliverables must be received no later than five (5) business days after receipt by the Grantee from the Engineering Consultant; 2) Attendance log and notes from the review meeting(s) shall be provided to DEP Grant Manager within three (3) business days of concluding the meeting.

Task 2: Release for Bids and Award of Construction Contract (by Phase)

Task 2 Description: The Grantee will, through the Grantee's standard procurement process, advertise the project and solicit competitive bids for each phase and proceed with final execution of the Construction Contract and issuance of the Notice to Proceed to the Construction Contractor(s).

Subtask 2.1 Bidding Process: The Grantee, through the Grantee's standard procurement process, will advertise the project and solicit competitive bids, upon approval by DEP Grant Manager of the final construction documents and receipt all applicable permits.

Deliverables: Copies of the Grantee's bid documents, copies of all addenda issued, copy of the bid tabulation, notice of award, and proposed construction contract.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the requirements set forth in the Grant Work Plan and this subtask description and that the Proposed Construction Contract clearly identifies the work described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with entering into the Construction Contract and issuing the Notice to Proceed with Construction as described in Subtask 2.2.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the bid for each construction phase and Department approval of all associated task deliverables.

Cost Reimbursement: Invoices associated with this subtask may be included by phase in the invoices to the Department associated with subtask 1.3.

Deliverable Due Date: 1) Bid Documents, must be submitted to the Department's Grant Manager at least five (5) days prior to the release for bid, and any subsequent addenda must be submitted to the Department's Grant Manager prior to release.; 2) Bid Tabulation, Notice of Award, and Draft of the Construction Contract shall be submitted to the Department's Grant Manager within thirty (30) days of the Notice of Award of the Bid.

Subtask 2.2 Construction Contract and Notice to Proceed: Once the Department's Grant Manager has issued approval to the Grantee of all deliverables in Subtask 2.1, the Grantee may proceed with final execution of the Construction Contract and issuance of the Notice to Proceed to the Construction Contractor.

Deliverables: An electronic copy of the executed Construction Contract and Notice to Proceed, copy of invoices and submittals as applicable.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the requirements set forth in the Grant Work Plan and this subtask description and that the executed Construction Contract clearly identifies the work described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with the Construction of the Project as described in Task 3.

Payment Request Schedule: Not applicable to this task.

Cost Reimbursement: This subtask will be performed at no cost to the Department.

Deliverable Due Date: The executed Construction Contract shall be delivered to the Department's Grant Manager upon issuance to the Construction Contractor; and the Notice to Proceed shall be delivered to the Department's Grant Manager within three (3) days of issuance to the Construction Contractor.

Task 3: Construction of Project (by Phase)

Task Description: The Grantee will implement multi-phase construction of a reclaimed water system expansion concentrating on the commercial core area and expanding to the residential areas as they can be feasibly reached, in accordance with the final design(s) and required permits. Construction under this agreement will be Phase 1A – Phase 4. Portions of Phase 1A have been designed with WMD grant funds. In the event that the system demand exceeds the available reclaimed water supply after any phase, the Grantee may reduce the scope of this Project to the most recently

completed phase. In such an event, the Grantee shall submit documentation to the Department's Grant Manager documenting system demands exceed available reclaimed water supply for Department approval.

- Phase 1A: The Grantee will Construct the BPS and connect to the tank and reclaimed transmission system. Phase 1A also includes the conversion of the 2.5 MG tank from potable to reclaimed water.
- Phase 1B: The Grantee will extend the reclaimed transmission system from the WWTP to the 2.5 MG reclaimed storage tank and reclaimed distribution system from the new BPS to the existing reclaimed distribution system, including new service connections in the core area. Phase 1B also includes the replacement of three existing reclaimed distribution pumps.
- Phase 2: The Grantee will extend the reclaimed distribution system from Avenida 23, eastward toward Portofino Island Resort, including new service connections.
- Phase 3: The Grantee will extend the reuse distribution system west along Fort Pickens Road to Sabine Drive, which includes new service connections.
- Phase 4: The Grantee will add a third pump to the BPS and extend the reuse distribution main west along Fort Pickens Road to the Fort Pickens entrance, which includes new service connections.

Deliverables: Reclaimed water infrastructure as described in this task by phase, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of deliverables for each invoice under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon Department approval of all associated task deliverables no more often than semiannually, or every six (6) months.

Cost Reimbursement: Not-to-exceed (cumulatively for all phases) $4,057,640.00. Any Owner Direct Purchase (ODP) items for materials under Grantee contracts with material suppliers will be subject to reimbursement in this phase.

Deliverable Due Date: All task related work must be completed within five (5) years of execution of the Grant Agreement and all deliverables must be received within three (3) months of all task related work being completed.

Task 4: Final Report

Task 4 Description: The Grantee will prepare one Final Report summarizing the results of all phases, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget.
- Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.

- Discussion of whether the anticipated benefits have been/will be realized (e.g., reduction in discharge of nutrients and other pollutants into Santa Rosa Sound).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Subtask 4.1 Deliverable: An electronic copy of the Draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the Draft Final Report.

Cost Reimbursement: No budget allocated for this Subtask

Deliverable Due Date: The Grantee shall submit the Draft Final Report to the Department's Grant Manager within sixty (60) days following the completion of Phase 4.

Performance Standard: The Department's Grant Manager will review the submitted Draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description and provide any comments to the Grantee for incorporation into the Final Report.

Subtask 4.2 Deliverable: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Deliverable Due Date: The Grantee shall provide the Final Report to the Department's Grant Manager within two (2) weeks following receipt of the Department Grant Manager's comments for the Draft Final Report.

Performance Standard: Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with payment request submittal for this task.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Cost Reimbursement: Invoices associated with this subtask may be included by phase in the invoices to the Department associated with Task 3.

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PROJECT TIMELINE: The tasks must be completed, and all deliverables must be received within five (5) years from date of execution.

BUDGET DETAIL BY TASK:

Task No.	Task Title	Cost Reimbursement (not to exceed)
1.1	Contract with Engineering Consultant	No Department Grant Funds are Associated with this Task
1.2	Permitting	No Department Grant Funds are Associated with this Task
1.3	Final Design and Specifications	$200,000.00
2.1	Bidding Process	Costs included in Subtask 1.3
2.2	Construction Contract and Notice to Proceed	No Department Grant Funds are Associated with this Task
3	Construction of Project	$4,057,640.00
4	Final Report	Costs included in Task 3
	TOTAL	**$4,257,640.00**

PROJECT BUDGET SUMMARY:
Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Budget Category	Grant Funding (not to exceed)
Contractual Services Total*	$4,257,640.00
TOTAL	**$4,257,640.00**
**Note: Contractual Services may include ODP purchases.*	

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Pensacola Beach Reclaimed Water System Expansion**

   Agreement Number: **DH007**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

   Grantee Name: **Emerald Coast Utility Authority**

   Entity Type: **Local Government**

   Grantee Address: **9255 Strudevant Street, Pensacola, FL 32514**

   FEID: **59-2125240** (Grantee)

3. Agreement Begin Date: **Upon Execution**

   Date of Expiration: **Five years from Date of Execution**

4. Project Number: **N4103** *(If different from Agreement Number)*

   Project Location(s): **Pensacola Beach, Escambia County, Florida**

   Project Description: **This project entails the planning, design and construction of a pump station, and the associated piping, valves, and other system components necessary to connect the pump station to the existing tank as well as transmission and distribution lines necessary for the reclaimed system supply to customers. This project will utilize a multi-phase implementation, with each phase being designed and constructed prior to moving to the next phase.**

5. Total Amount of Funding: **$4,257,640.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**Line Item 1593 - FY 2018-2019**	**$4,257,640.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$4,257,640.00**

6. Department's Grant Manager
   Name: **Carolyn Pigott** or successor
   Address: **Deepwater Horizon Program**
   3900 Commonwealth Blvd, MS 240
   Tallahassee, FL 32399
   Phone: **850-245-2197**
   Email: **Carolyn.Pigott@FloridaDEP.gov**

   Grantee's Grant Manager
   Name: **Daniel Corliss** or successor
   Address: **Emerald Coast Utilities Authority**
   9255 Sturdevant Street
   Pensacola, FL 32514
   Phone: **850-969-6677**
   Email: **Daniel.Corliss@ecua.fl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☑ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☑ Additional Attachments (if necessary): **Attachment 9: Location Maps**
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Emerald Coast Utility Authority **GRANTEE**

Grantee Name

By _____

(Authorized Signature) Date Signed

Lois Benson, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Trina Vielhauer, Division Director

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.
The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

   iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;

    ii. The making by Grantee of a general assignment for the benefit of creditors;

    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

   i. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.

   iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

   ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

   iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. DH007

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is to construct a reclaimed water transmission and distribution system on Pensacola Beach. This project will reduce the amount of discharge to Santa Rosa Sound from the Pensacola Beach Wastewater Treatment Plant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

Owner Direct Purchases.
The Grantee is hereby authorized to make Owner Direct Purchases as it relates to the construction of the Project. An Owner Direct Purchase shall be invoiced as cost reimbursement.

Project Completion.
The Grantee is responsible for the completion of this Project as described in Attachment 3, the Grant Work Plan. The Grantee is responsible for any additional funds that may be required for the completion of this Project. It is anticipated that several million dollars of additional funding including other grants, etc. will be pursued for completion of the project. In the event that the system demand exceeds the available reclaimed water supply after any phase, the Grantee may reduce the scope of this Project to the most recently completed phase. In such an event, the Grantee shall submit documentation to the Department's Grant Manager documenting system demands exceed available reclaimed water supply for Department approval.

STATE OF FLORIDA
DEPARTMENT OF ENVIORNMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: DH007

ATTACHMENT 3

PROJECT TITLE: Pensacola Beach Reclaimed Water System Expansion

PROJECT LOCATION: Pensacola Beach, Escambia County, Florida. See Figures 1-5 for location maps.

PROJECT BACKGROUND: The Emerald Coast Utilities Authority (Grantee) owns and operates the Pensacola Beach Wastewater Treatment Plant (WWTP) on Santa Rosa Island (Pensacola Beach). The WWTP provides advanced wastewater treatment (AWT) level of service and is currently permitted at 2.4 million gallons per day (MGD), with existing annual average daily flows of approximately 0.9 MGD. The existing WWTP incorporates limited reclaimed water reuse through an agreement with the Santa Rosa Island Authority (SRIA), with irrigation of the right-of-way along Via de Luna Drive. The SRIA's current average reclaimed water usage is approximately 90,000 gallons per day. The current potable water system customer count on Pensacola Beach is approximately 1,400 residential connections and 145 commercial connections. The benefits of reclaimed system expansion will be: (1) reduced reliance/demand on the mainland groundwater source, which is the Sand-and-Gravel Aquifer; and (2) a coincidental reduction in surface water discharge from the WWTP to Santa Rosa Sound, which has significant sea grass beds near Pensacola Beach. The objective is provision of reclaimed water for irrigation purposes to Grantee's residential and commercial water customers on Pensacola Beach.

The Grantee has developed a Reclaimed Water Master Plan for expansion of the WWTP reclaimed water system to serve the developed areas on Santa Rosa Island, and has already built a 2.5 MG tank for this system with partial funding from a Northwest Florida Water Management District (WMD) grant. The Grantee is temporarily using the tank for potable water and will remove it from the potable water system and connect it to the reclaimed system booster pump station (BPS) upon pump station completion. Designs for the BPS and a portion of Phase 1B of the reclaimed water transmission/distribution system were also prepared utilizing funding from the WMD grant.

The project area experiences significant population fluctuation through the tourist season, so it is impractical to perform construction work during the traditional tourist season. Consequently, each phase can only feasibly be constructed from October 1 to April 30. For this reason, the Grantee plans to design each phase during the traditional tourist season and to construct each phase during the off-season.

PROJECT REPORTING REQUIREMENTS: The Grantee shall submit progress reports no less than twice a year, and with each invoice submitted, which indicate the work performed during the reporting period, work scheduled for the next reporting period, problems encountered and resolutions of the problems, and any scheduled updates. These reports submitted by the Grantee shall be at no additional cost to the Department.

PROJECT DESCRIPTION: The Pensacola Beach Reclaimed Water System Expansion project entails the planning, design and construction of a pump station, and the associated piping, valves, and other system components necessary to connect the pump station to the existing tank as well as transmission and distribution lines necessary for the reclaimed system supply to customers. The project would achieve an increase in the use of reclaimed water from the WWTP, which is currently permitted for beneficial reuse along with effluent disposal through surface water discharge to Santa Rosa Sound. Expansion of the reclaimed water system would decrease the reliance on discharge of AWT treated effluent to the Sound. The availability of reclaimed water to a broader range of commercial and residential customers would also reduce the use of potable water for irrigation on Santa Rosa Island. This project will utilize a multi-phase implementation, with

each phase being designed and constructed prior to moving to the next phase. A portion of Phase 1A has already been constructed using WMD grant funds.

Phase No.	Phase Title
Phase 1A	Build BPS
Phase 1B	WWTP to Storage Tank and BPS to Reclaimed Distribution System
Phase 2	Eastward from Avenida 23
Phase 3	Fort Pickens Road to Sabine Drive
Phase 4	Sabine Drive to Fort Pickens Entrance

The Grantee intends to subcontract all construction work to be performed under this Agreement. The Grantee also intends to subcontract some or all of the construction design but may perform a portion of the construction design with its own staff.

TASKS and DELIVERABLES:

Task Start and End Dates: All Tasks must be completed within five (5) years from date of execution.

Task 1: Preparation of Construction Design Documents and Design Permits (by Phase)

Task 1 Description: The Grantee will engage, through the Grantee's standard procurement process, one or more qualified engineering consultants to finalize booster pump construction design documents and prepare construction design documents for transmission/distribution lines. Engineering consultant(s) shall also prepare and submit all required design permit applications. As the project proceeds, some design work may be prepared/submitted by the Grantee's own staff.

Subtask 1.1 Contract with Engineering Consultant: The Grantee will develop a Contract and Scope of Services with the selected Engineering Consultant for the design and permitting of the infrastructure described above.

Deliverables: Copy of the Grantee's Contract and Scope of Services with the selected Engineering Consultant.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this subtask description and that the Consultant Contract and Scope of Work described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with finalizing the Construction documents and permit applications.

Deliverable Due Date: All task related deliverables must be received no later than five (5) business days of the execution of the Grantee's executed Contract and Scope of Services with the selected Engineering Consultant.

Payment Request Schedule: Not applicable to this task.

Cost Reimbursement: This task will be performed at no cost to the Department

Subtask 1.2 Permitting: The Grantee's Engineering Consultant shall prepare any required design permit applications for submittal to each of the local, state or federal agency that require a permit(s) for construction of the proposed improvements for each phase. The Grantee will make a complete response to requests for additional information from the applicable agencies, with assistance from its Engineering Consultant.

Deliverables: 1) The Grantee shall provide the Department with a copy of the list of all applicable permits or notifications of exemption; 2) An electronic copy of all permits received for this project.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this subtask description. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with finalizing the Construction documents.

Payment Request Schedule: See Subtask 1.3

Cost Reimbursement: Fees for this task will not be invoiced to the Department until Subtask 1.3 is completed by phase.

Deliverable Due Date: All permits shall be received by the Department within five (5) days of receipt by the Grantee.

Subtask 1.3 Final Design and Specifications: The Grantee will prepare final design documents, plans and technical specifications for the construction of the proposed improvements for each phase in accordance with the schedule set forth in the Grantee's contract with the Engineering Consultant. The final plans and specifications, including any permit review changes, shall be subject to review and comment by the Department's Grant Manager prior to finalizing the plans and technical specifications for release for bid. The Department's Grant Manager shall be notified of and provided opportunity to attend the Grantee's periodic design review meetings of the design documents as described in the Grantee's contract with the Engineering Consultant to review comments on the plans and specifications prior to release for bid. The Grantee shall prepare an attendance log and record notes from the meetings. The Grantee will submit one (1) 11" x 17" hard copy and one (1) electronic (.pdf) copy of the final design plans and specifications for each phase of the project.

Deliverables: 1) The Grantee shall provide the Department with one (1) 11" x 17" hard copy and one (1) electronic (.pdf) of the final plans and technical specifications for each phase; 2) Attendance log and notes from review meetings.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this subtask description and that the Consultant Contract and Scope of Work described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with finalizing the Bid Documents.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of each design phase and Department approval of all associated task deliverables.

Cost Reimbursement: Not to exceed (cumulatively for all phases for all subtasks under Task 1) $200,000.00

Deliverable Due Date: 1) The final plans and specifications deliverables must be received no later than five (5) business days after receipt by the Grantee from the Engineering Consultant; 2) Attendance log and notes from the review meeting(s) shall be provided to DEP Grant Manager within three (3) business days of concluding the meeting.

Task 2: Release for Bids and Award of Construction Contract (by Phase)

Task 2 Description: The Grantee will, through the Grantee's standard procurement process, advertise the project and solicit competitive bids for each phase and proceed with final execution of the Construction Contract and issuance of the Notice to Proceed to the Construction Contractor(s).

Subtask 2.1 Bidding Process: The Grantee, through the Grantee's standard procurement process, will advertise the project and solicit competitive bids, upon approval by DEP Grant Manager of the final construction documents and receipt all applicable permits.

Deliverables: Copies of the Grantee's bid documents, copies of all addenda issued, copy of the bid tabulation, notice of award, and proposed construction contract.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the requirements set forth in the Grant Work Plan and this subtask description and that the Proposed Construction Contract clearly identifies the work described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with entering into the Construction Contract and issuing the Notice to Proceed with Construction as described in Subtask 2.2.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the bid for each construction phase and Department approval of all associated task deliverables.

Cost Reimbursement: Invoices associated with this subtask may be included by phase in the invoices to the Department associated with subtask 1.3.

Deliverable Due Date: 1) Bid Documents, must be submitted to the Department's Grant Manager at least five (5) days prior to the release for bid, and any subsequent addenda must be submitted to the Department's Grant Manager prior to release.; 2) Bid Tabulation, Notice of Award, and Draft of the Construction Contract shall be submitted to the Department's Grant Manager within thirty (30) days of the Notice of Award of the Bid.

Subtask 2.2 Construction Contract and Notice to Proceed: Once the Department's Grant Manager has issued approval to the Grantee of all deliverables in Subtask 2.1, the Grantee may proceed with final execution of the Construction Contract and issuance of the Notice to Proceed to the Construction Contractor.

Deliverables: An electronic copy of the executed Construction Contract and Notice to Proceed, copy of invoices and submittals as applicable.

Performance Measure: The Department's Grant Manager will review the deliverables to verify that they meet the requirements set forth in the Grant Work Plan and this subtask description and that the executed Construction Contract clearly identifies the work described therein is in accordance with the Grant. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with the Construction of the Project as described in Task 3.

Payment Request Schedule: Not applicable to this task.

Cost Reimbursement: This subtask will be performed at no cost to the Department.

Deliverable Due Date: The executed Construction Contract shall be delivered to the Department's Grant Manager upon issuance to the Construction Contractor; and the Notice to Proceed shall be delivered to the Department's Grant Manager within three (3) days of issuance to the Construction Contractor.

Task 3: Construction of Project (by Phase)

Task Description: The Grantee will implement multi-phase construction of a reclaimed water system expansion concentrating on the commercial core area and expanding to the residential areas as they can be feasibly reached, in accordance with the final design(s) and required permits. Construction under this agreement will be Phase 1A – Phase 4. Portions of Phase 1A have been designed with WMD grant funds. In the event that the system demand exceeds the available reclaimed water supply after any phase, the Grantee may reduce the scope of this Project to the most recently

completed phase. In such an event, the Grantee shall submit documentation to the Department's Grant Manager documenting system demands exceed available reclaimed water supply for Department approval.

- Phase 1A: The Grantee will Construct the BPS and connect to the tank and reclaimed transmission system. Phase 1A also includes the conversion of the 2.5 MG tank from potable to reclaimed water.
- Phase 1B: The Grantee will extend the reclaimed transmission system from the WWTP to the 2.5 MG reclaimed storage tank and reclaimed distribution system from the new BPS to the existing reclaimed distribution system, including new service connections in the core area. Phase 1B also includes the replacement of three existing reclaimed distribution pumps.
- Phase 2: The Grantee will extend the reclaimed distribution system from Avenida 23, eastward toward Portofino Island Resort, including new service connections.
- Phase 3: The Grantee will extend the reuse distribution system west along Fort Pickens Road to Sabine Drive, which includes new service connections.
- Phase 4: The Grantee will add a third pump to the BPS and extend the reuse distribution main west along Fort Pickens Road to the Fort Pickens entrance, which includes new service connections.

Deliverables: Reclaimed water infrastructure as described in this task by phase, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of deliverables for each invoice under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon Department approval of all associated task deliverables no more often than semiannually, or every six (6) months.

Cost Reimbursement: Not-to-exceed (cumulatively for all phases) $4,057,640.00. Any Owner Direct Purchase (ODP) items for materials under Grantee contracts with material suppliers will be subject to reimbursement in this phase.

Deliverable Due Date: All task related work must be completed within five (5) years of execution of the Grant Agreement and all deliverables must be received within three (3) months of all task related work being completed.

Task 4: Final Report

Task 4 Description: The Grantee will prepare one Final Report summarizing the results of all phases, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget.
- Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.

- Discussion of whether the anticipated benefits have been/will be realized (e.g., reduction in discharge of nutrients and other pollutants into Santa Rosa Sound).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Subtask 4.1 Deliverable: An electronic copy of the Draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the Draft Final Report.

Cost Reimbursement: No budget allocated for this Subtask

Deliverable Due Date: The Grantee shall submit the Draft Final Report to the Department's Grant Manager within sixty (60) days following the completion of Phase 4.

Performance Standard: The Department's Grant Manager will review the submitted Draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description and provide any comments to the Grantee for incorporation into the Final Report.

Subtask 4.2 Deliverable: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Deliverable Due Date: The Grantee shall provide the Final Report to the Department's Grant Manager within two (2) weeks following receipt of the Department Grant Manager's comments for the Draft Final Report.

Performance Standard: Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with payment request submittal for this task.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Cost Reimbursement: Invoices associated with this subtask may be included by phase in the invoices to the Department associated with Task 3.

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PROJECT TIMELINE: The tasks must be completed, and all deliverables must be received within five (5) years from date of execution.

BUDGET DETAIL BY TASK:

Task No.	Task Title	Cost Reimbursement (not to exceed)
1.1	Contract with Engineering Consultant	No Department Grant Funds are Associated with this Task
1.2	Permitting	No Department Grant Funds are Associated with this Task
1.3	Final Design and Specifications	$200,000.00
2.1	Bidding Process	Costs included in Subtask 1.3
2.2	Construction Contract and Notice to Proceed	No Department Grant Funds are Associated with this Task
3	Construction of Project	$4,057,640.00
4	Final Report	Costs included in Task 3
	TOTAL	**$4,257,640.00**

PROJECT BUDGET SUMMARY:
Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Budget Category	Grant Funding (not to exceed)
Contractual Services Total*	$4,257,640.00
TOTAL	**$4,257,640.00**
**Note: Contractual Services may include ODP purchases.*	

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit mist be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	GAA Line Item 1593 – Natural Resource Damage Restoration – Deepwater Horizon Oil Spill from Coastal Protection Trust Fund	2018-2019	37.081	Early Restoration Deepwater Horizon Oil Spill	$4,257,640.00	087127
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
				Total Award	$4,257,640.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS

DEEPWATER HORIZON NATURAL RESOURCE DAMAGE ASSESSMENT

ATTACHMENT 6

1. **Reports.**
   All reports, news releases, other publicity, and other materials prepared for publication pursuant to or related to the Project must acknowledge the funding support from the Florida Trustee Implementation Group (FL TIG) through the Natural Resource Damage Assessment Deepwater Horizon settlement. The Department will be provided notice of public reports or other publications issued by the Grantee prior to release with the opportunity for a 7-business day review.

2. **Data Collection.**
   All data collected as a result of this Project is jointly owned by the FL TIG. All data and documents produced as result of this Project are subject to any applicable federal and state laws governing access to and availability of public records.

STATE OF FLORIDA
DEPARTMENT OF ENVIORNMENTAL PROTECTION

LOCATION MAPS

ATTACHMENT 9

Figure 1 - Phase 1-A Storage Tank and Booster Pump

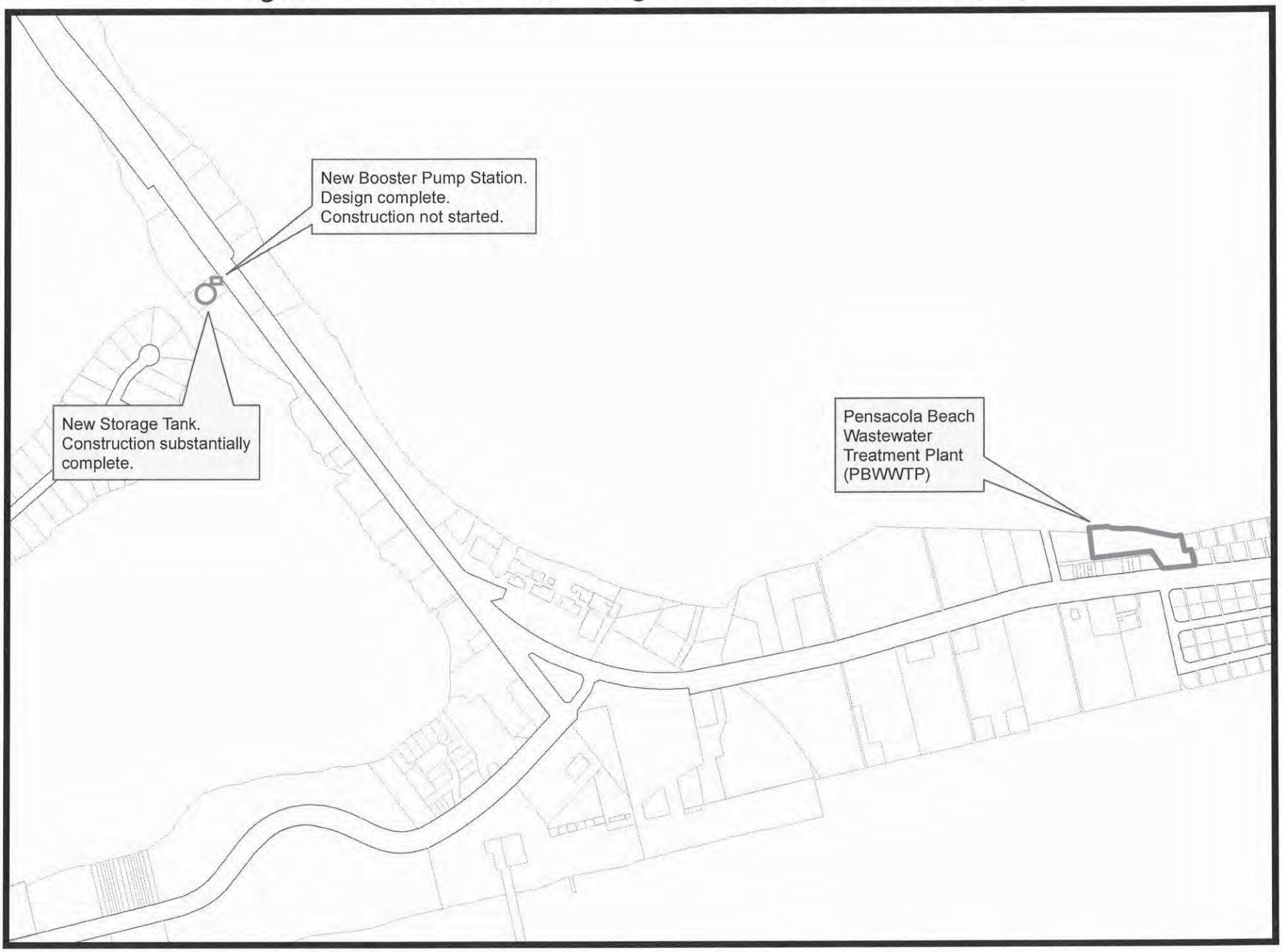


Figure 2 - Phase 1-B Storage Tank to PBWWTP

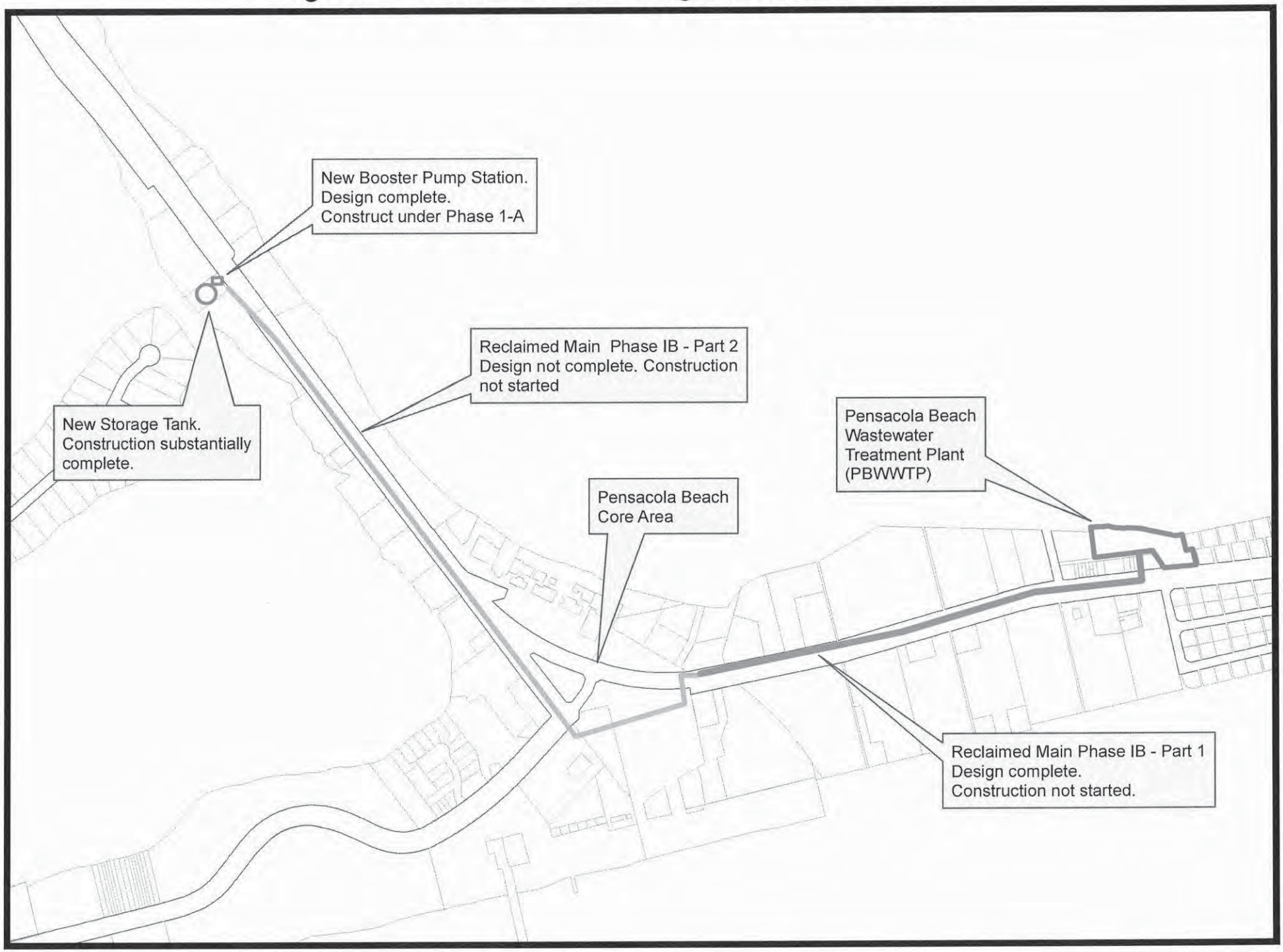


Figure 3 - Phase II - Eastward from Avenida 23

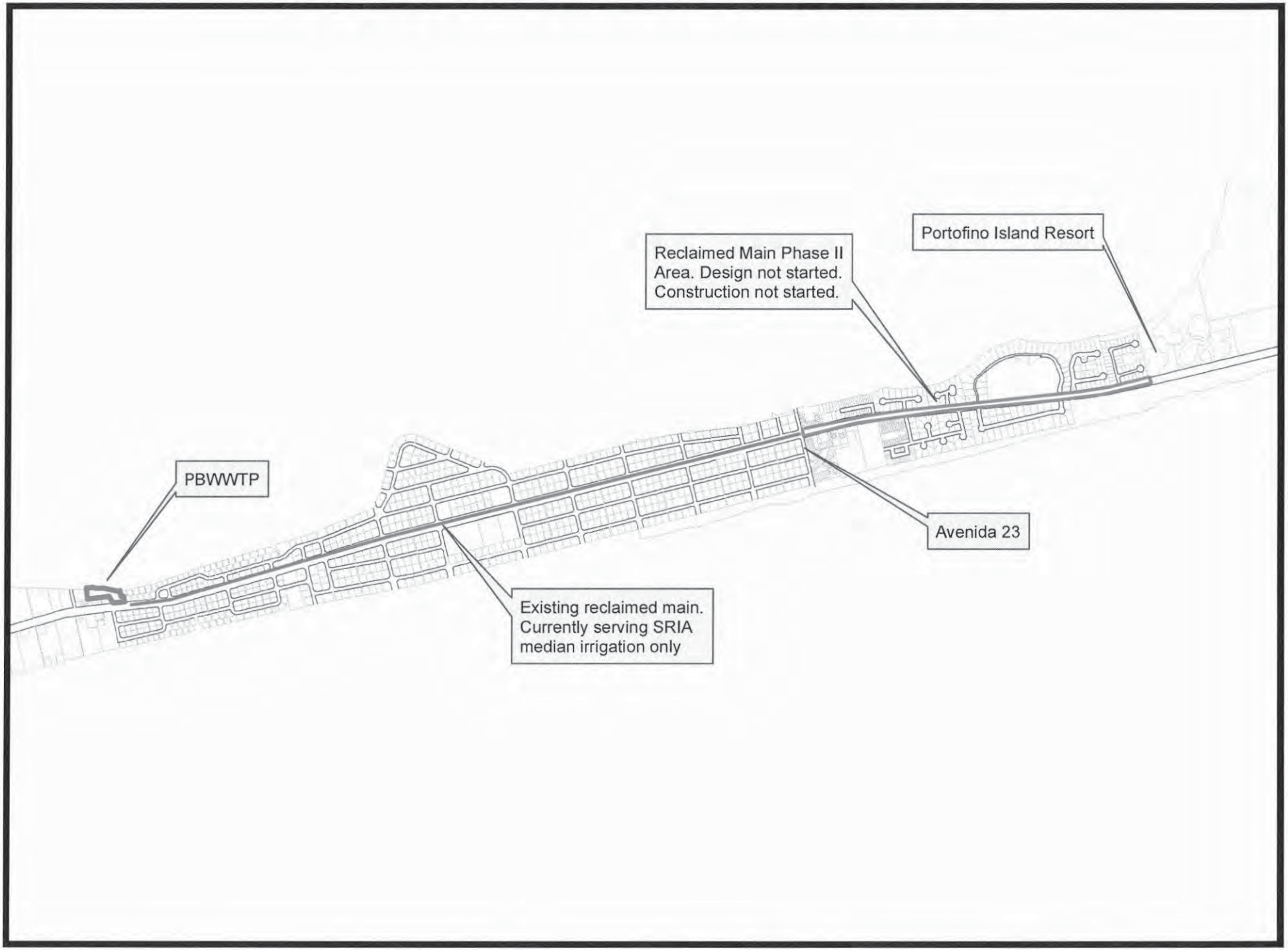


Figure 4 - Phase III - Fort Pickens Road to Sabine Drive

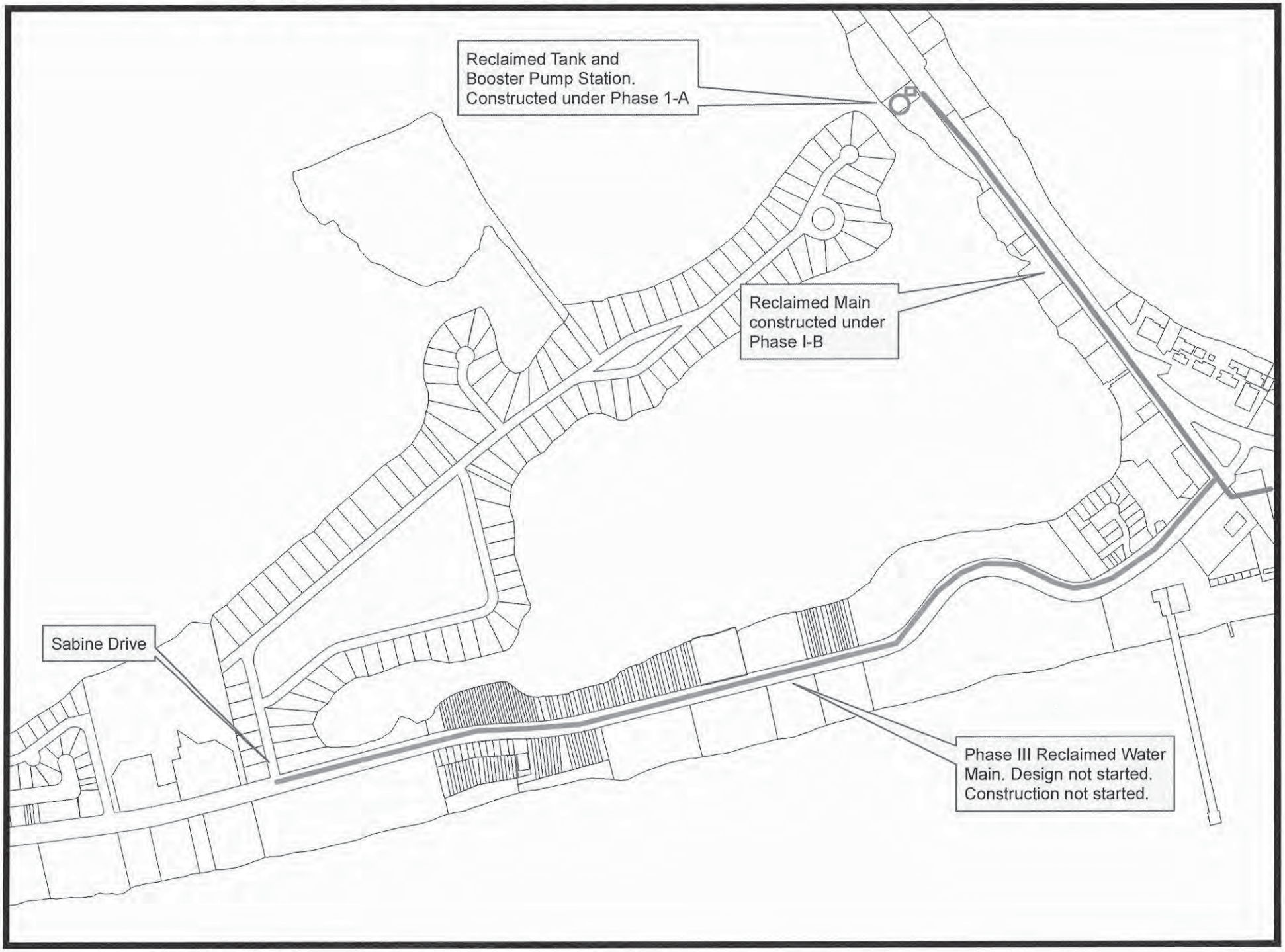
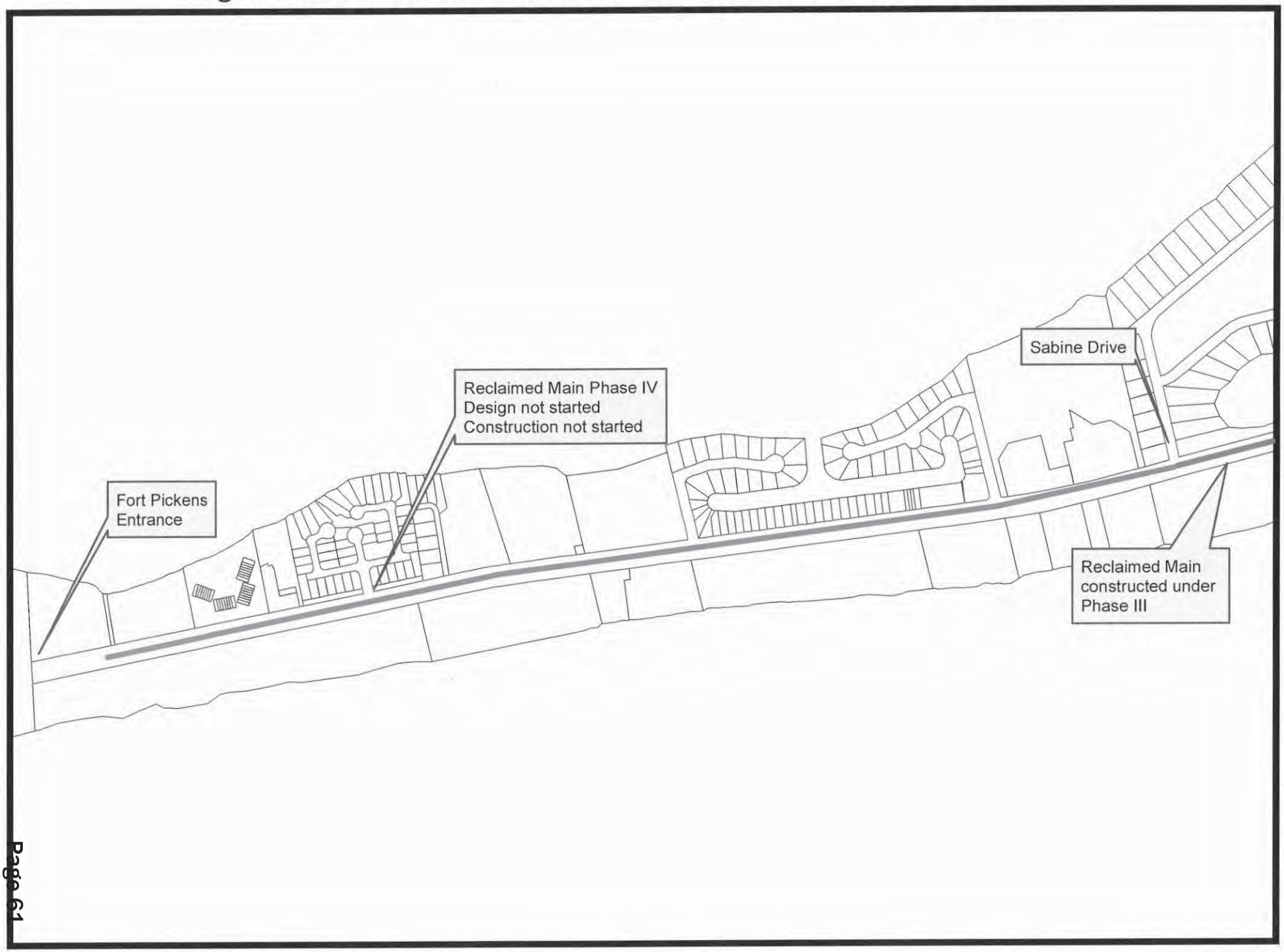


Figure 5 - Phase IV - Sabine Drive to Fort Pickens Entrance



DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	**DH007**		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. DH007 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager _____ Date _____

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___DH007___ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ N/A**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Figure 1 - Phase 1-A Storage Tank and Booster Pump

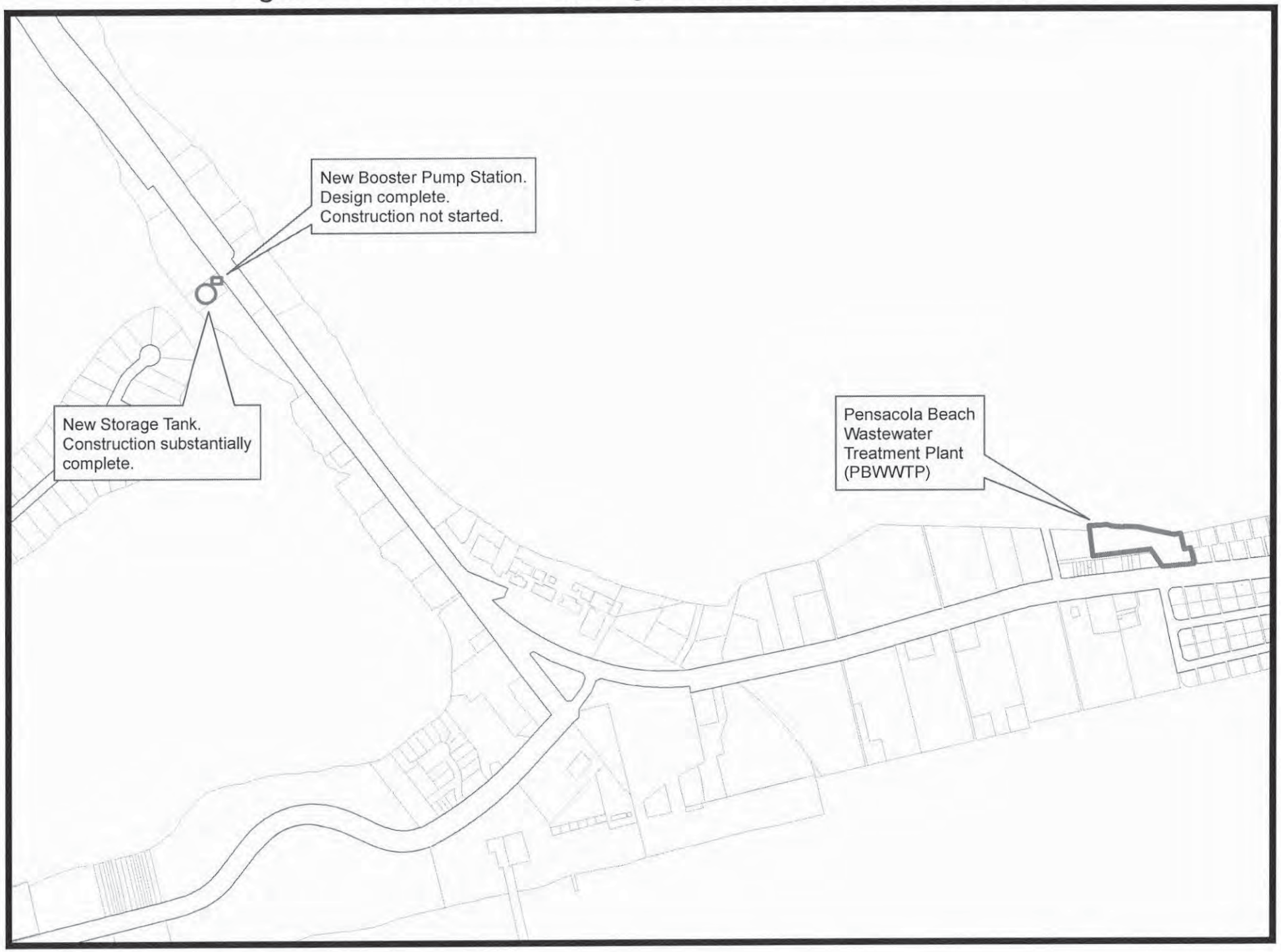


Figure 2 - Phase 1-B Storage Tank to PBWWTP

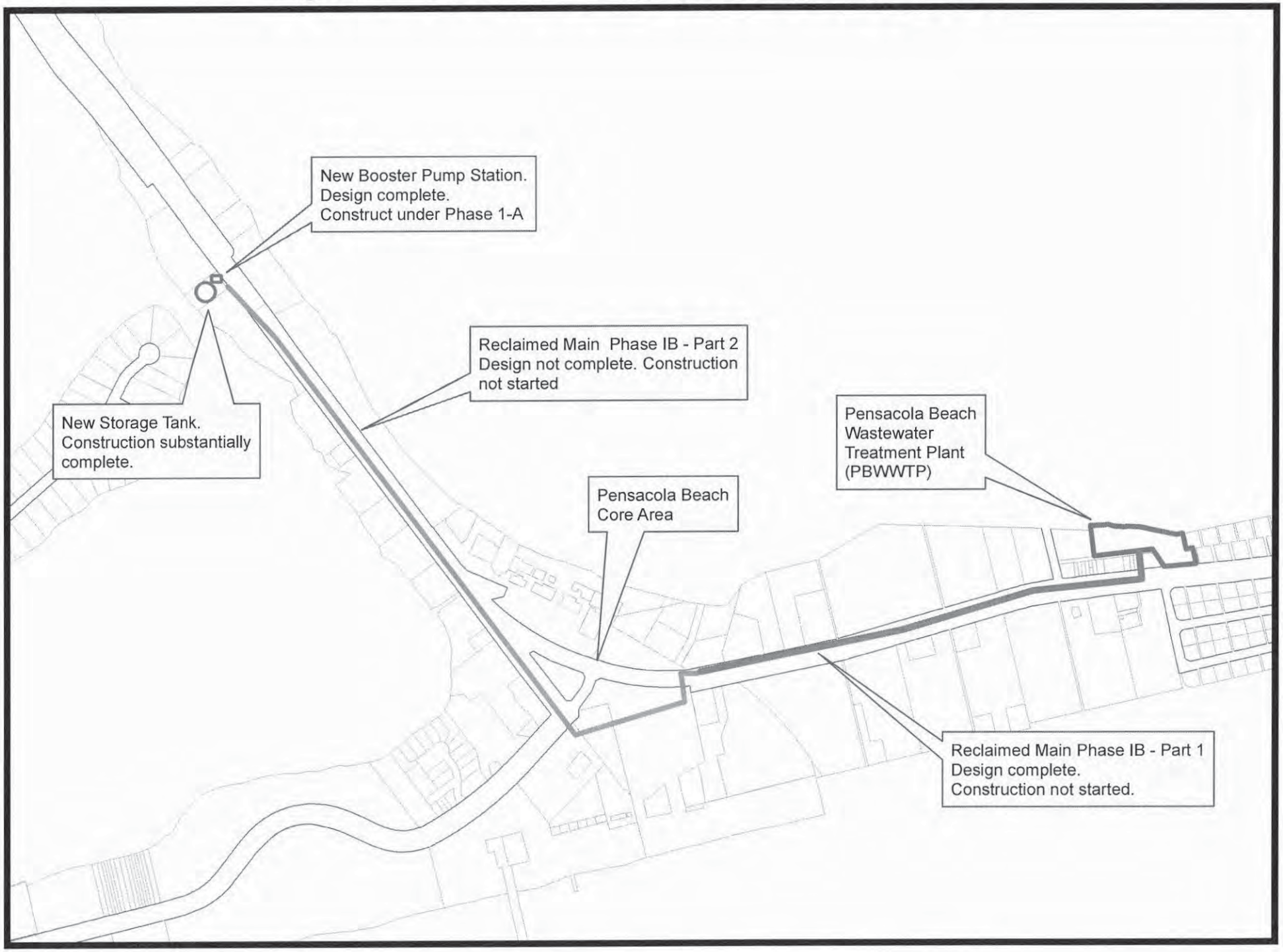


Figure 3 - Phase II - Eastward from Avenida 23

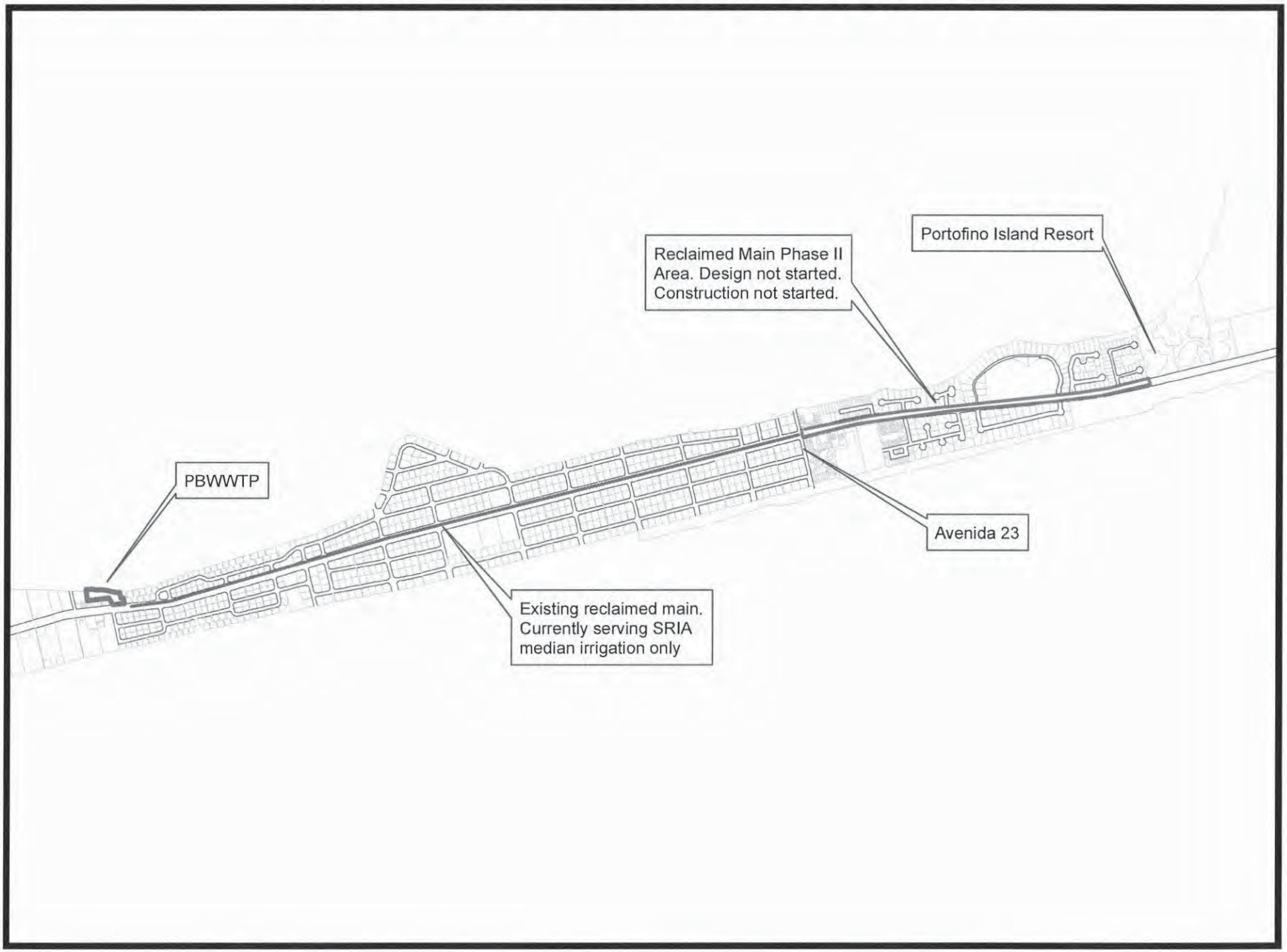


Figure 4 - Phase III - Fort Pickens Road to Sabine Drive

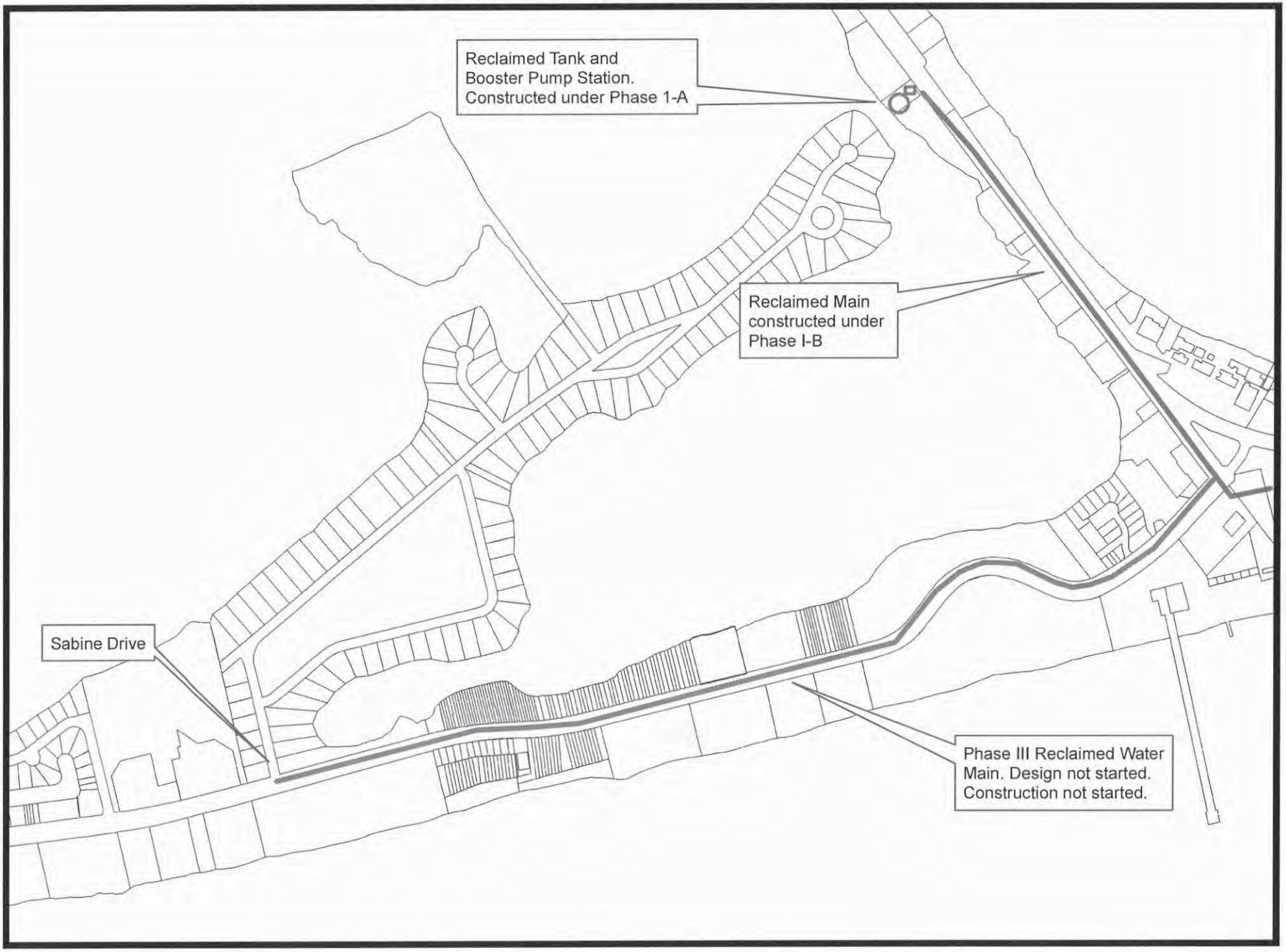
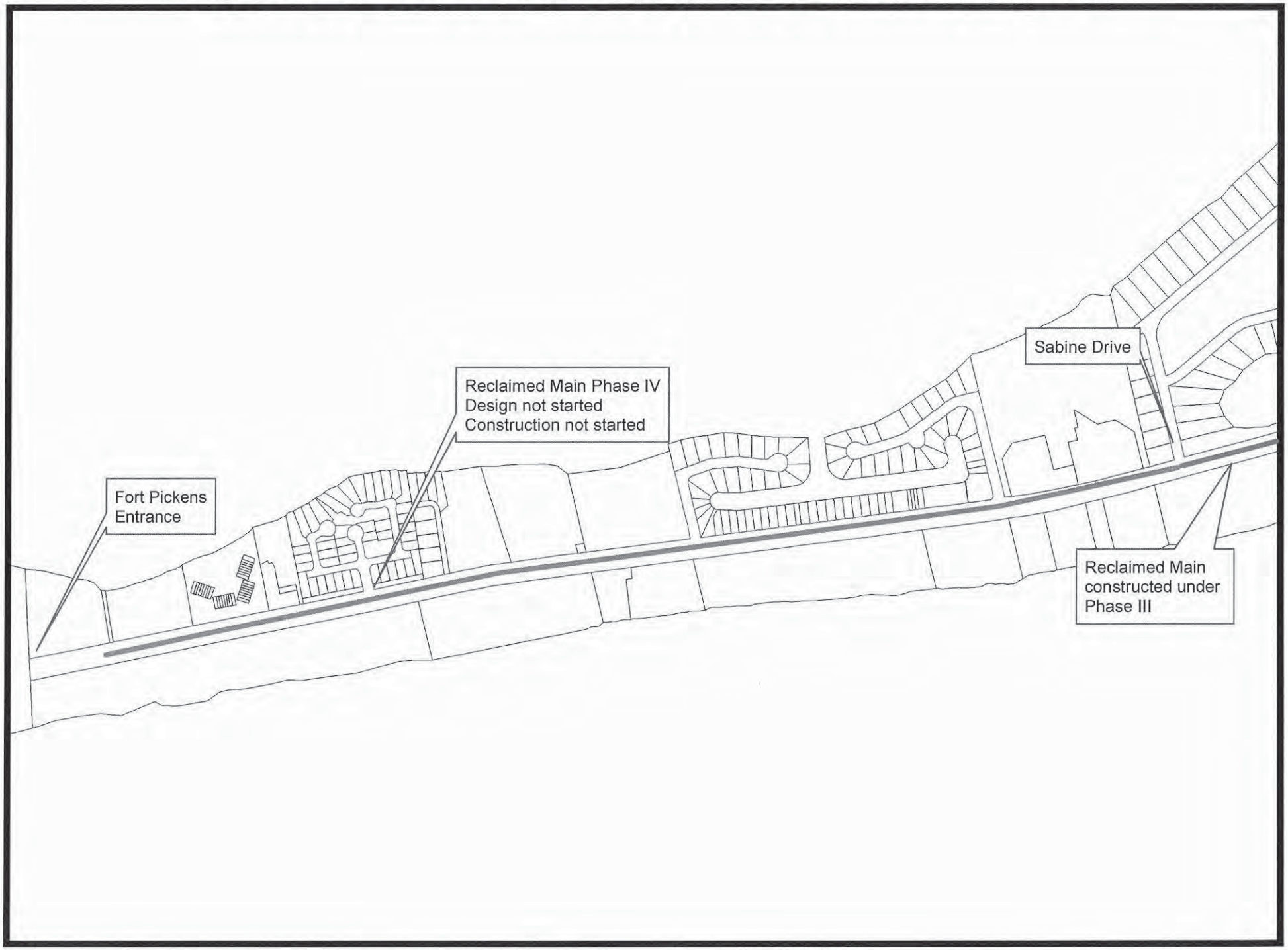


Figure 5 - Phase IV - Sabine Drive to Fort Pickens Entrance



EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-46

A GENERAL RESOLUTION TO THE GRINDER PUMP REIMBURSEMENT PROGRAM RELATIVE TO INNERARITY ISLAND SEWER SYSTEM CUSTOMERS; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISTRIBUTE FUNDS PER THE BOARD'S DECISION; AND AUTHORIZING THE USE OF FUNDS FROM THE BUDGET ESTABLISHED FOR CIP PROJECT CS318— NON GRAVITY SEWER CONNECTIONS.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, the Innerarity Island Sewer System is a private utility system located on Innerarity Island, at the terminus of Innerarity Point Road; and

WHEREAS, the Circuit Court appointed Escambia County as the "Receiver" of the private utility system in March of 2014 due the death of the owner; and

WHEREAS, the County and the Emerald Coast Utilities Authority (hereinafter "ECUA") agreed that once the water and sewer system were repaired and improved to meet ECUA standards, the water and sewer systems would be accepted by ECUA for ownership and maintenance; and

WHEREAS, the ECUA Board approved an interlocal agreement in May 17, 2018, for Escambia County's funding for a project to repair the water and sewer systems and bring them up to ECUA standards; and

WHEREAS, the projects were funded through a Municipal Service Benefit Unit (MSBU) to be repaid by the involved property owners; and

WHEREAS, the water system has since been improved and accepted by ECUA; and

WHEREAS, the existing sewer system on Innerarity Island, excluding Russell Bayou, is currently being replaced with a low-pressure sewer system; and

WHEREAS, the sewer system requires the installation of individual pumping stations (grinder pumps) on each lot to connect each home to the sewer collection main located in the right-of-way; and

WHEREAS, to further benefit the environment and public health, sewer service will also be provided in areas with septic systems to promote the abandonment of the existing tanks; and

WHEREAS, ECUA has a current program wherein the policy provides for the reimbursement of up to $1,500 reserved for only those individuals that choose to install a grinder pump to replace and allow the abandonment of an existing septic tank system; and

WHEREAS, ECUA staff has been contacted by an Innerarity Island Homeowner's Association (HOA) Board Member (Mr. Michael Floyd) to determine which individuals getting a grinder pump can apply for the reimbursement program; and

WHEREAS, the Innerarity Island HOA Board wants all owners to be eligible for the reimbursement since the use of a grinder pump was not a decision made by owners that currently utilize the existing gravity collection system; and

WHEREAS, there are 170 owners / parcels that will be taken off gravity sewer and placed on the low-pressure sewer system with grinder pumps which do not qualify for the grinder pump reimbursement program; and

WHEREAS, there are 19 owners / parcels that have elected to switch from septic to sewer as part of this project and do qualify for the grinder pump reimbursement program; and

WHEREAS, there are 22 owners / parcels that have chosen to remain on their septic system and may be eligible to be reimbursed for the installation of a grinder pump if they connect to the low-pressure sewer system in the future using the regular application of the reimbursement program; and

WHEREAS, due to the abnormal manner in which the Innerarity Island sewer project originated, the ECUA staff will coordinate with those property owners switching from septic systems to low-pressure sewer to apply for the grinder pump reimbursement.

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. That the Board approve up to $1,500 for each of the 19 owners / parcels choosing to abandon existing septic systems to be paid to the Municipal Service Benefit Unit (MSBU) for the respective property owners rather than making payments directly to each property owner.

SECTION 2. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

ATTEST:

Amanda Miller, Administrative Assistant

Adopted on:

Lois Benson, Board Chairman

Date:	October 20, 2020
Account Number:	
Amount:	TBD
Type of Resolution:	General Resolution

EXPLANATION TO ECUA BOARD

Originating Department:	Engineering
PURPOSE:	The purpose of this Board item is to present a request made by the Innerarity Island Homeowner's Association to waive a portion of the current grinder pump reimbursement policy stipulating its use for septic to sewer customers only.
REMARKS:	The grinder pump reimbursement policy provides for the reimbursement of the cost of a grinder pump system for those customers who are currently on private disposal (septic) systems only. The selection of a low-pressure sewer system to serve a large portion of the Innerarity Island customers was substantially less than the replacement of the gravity collection system, thereby saving the property owners potentially thousands of dollars. In addition, deviating from the current policy could be construed as ECUA subsidizing private development and placing the burden of this unfortunate situation on the ECUA ratepayers at-large. For these reasons, the staff does not recommend the above policy change being requested by the Innerarity Island Homeowner's Association. There is approximately $185,000 in CIP CS318 – Non Gravity Sewer Connections that may be used for grinder pump reimbursements. Should the Board waive the current grinder pump reimbursement policy to allow its application to current gravity customers, the Board will need to authorize a budget transfer in the amount of $125,000 from CIP CS317 Sewer Expansion to CS318 – Non Gravity Sewer Connections.

Submitted by:

Stacy Hayden, P.E.
Director of Engineering
969-6648

Keith Fell, P.E.
Manager of Engineering Projects
969-6653

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

I

EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-47

A GENERAL RESOLUTION AUTHORIZING THE RETAINED EASEMENTS ALONG INTERSTATE 10 (STATE ROUTE 8) BETWEEN U.S. HIGHWAY 29 (STATE ROUTE 95) AND INTERSTATE 110 (STATE ROUTE 8A) TO BE NO LONGER USEFUL, NECESSARY, OR PROFITABLE IN THE OPERATION OF THE UTILITY SYSTEMS OF THE EMERALD COAST UTILITIES AUTHORITY; APPROVING AND CONCURRING IN THE FINDINGS OF THE EXECUTIVE DIRECTOR; DECLARING THE EASEMENT TO BE SUBORDINATED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, in 1992, the Emerald Coast Utilities Authority (hereinafter "ECUA") obtained easements described in the Official Records (OR) Book 3250 Page 321 – 330 to construct a utility line (20-inch PVC force main) as part of a project known as the Scenic Hills Diversion, Project CS121; and

WHEREAS, in 2007, the ECUA obtained easements described in OR Book 6122 Page 1608 – 1615 to construct a utility line (42-inch ductile iron force main) as part of the Main Street Wastewater Treatment Plant relocation project; and

WHEREAS, in 2009, the ECUA obtained an easement described in OR Book 6472 Page 209 – 211 to construct a utility line (42-inch ductile iron force main) as part of the Main Street Wastewater Treatment Plant relocation project; and

WHEREAS, an agent for the FDOT has requested that the ECUA consider subordinating its rights in the aforementioned easements; and

WHEREAS, the ECUA presently has an interest and facilities located in the lands that are necessary for highway purposes; and

WHEREAS, the FDOT is willing to pay to have the ECUA's facilities relocated, if necessary, to prevent conflict with the facilities on the FDOT's Project No. 2224761; and

WHEREAS, in 2017, the "Selective Utility Work Agreement" between ECUA and FDOT required the ECUA to perform "location work" on the 42-inch force main with the FDOT reimbursing the ECUA for construction engineering and contract construction which totaled $100,602; and

WHEREAS, the "location work" was funded by the FDOT to design around and avoid any conflicts with the 42-inch force main and proposed roadway improvements; and

WHEREAS, the requested subordinations of utility interest will place the existing utility lines within FDOT's limited access right-of-way; and

WHEREAS, the ECUA will preserve the remainder of the utility easements, outside the limited access right of way; and

WHEREAS, the ECUA's legal counsel has reviewed the four "Subordination of Utility Interests" and approves as to form.

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. The ECUA subordinates to the FDOT, its successors or assigns, its interest in the lands described in the Subordination of Utility Interests documents; and

SECTION 2. The ECUA hereby directs and authorizes the Executive Director to execute the Subordination of Utility Interests.

SECTION 3. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Assistant

Lois Benson, Board Chairman

Date: October 20, 2020
Account Number:
Amount:
Type of Resolution: General Resolution

EXPLANATION TO ECUA BOARD

Originating Department: Engineering

PURPOSE: An agent representing the FDOT has requested that the ECUA consider subordinating its rights in portions of the easements in order to construct roadway and drainage improvements associated with FDOT's Project No. 2224761. The FDOT project is to construct a new interchange at Interstate 10 and U.S. Highway 29, as well as adding multiple lanes between U.S. Highway 29 and Interstate 110. The ECUA will preserve the remainder of the utility easement outside the limited access right-of-way.

REMARKS: In response to the FDOT's inquiry, ECUA Engineering has reviewed the existing utility easements and has no objections to the requested subordination. The ECUA's legal counsel has reviewed the Subordination of Utility Interests documents and approves as to form. Therefore, the recommendation is to subordinate to the FDOT, its successors or assigns, its interest in the lands described in the Subordination of Utility Interests documents.

Submitted by:

Stacy Hayden, P.E.
Director of Engineering
969-6648

Brandon Knight, P.E.
Manager of Utility Coordination
969-6650

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

Attachment: FDOT Easement Subordination Request
ECUA Drawings of I-10 Area FDOT Subordination Map (West)
ECUA Drawings of I-10 Area FDOT Subordination Map (East)

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

KEVIN J. THIBAULT, P.E.
SECRETARY

August 26, 2020

Brandon Knight
EMERALD COAST UTILITIES AUTHORITY
9255 Sturdevant Street
Pensacola, FL 32514

RE:	**Financial Proj. ID:**	**222476-1**
	FAP No.:	**N/A**
	County:	**Escambia**
	Description:	**S.R. 8 (I-10) at S.R. 95 (U.S. 29) Interchange**
	Parcel No(s).:	**136.2, 144.4, 149.2 & 150.3**

Dear Mr. Knight:

In reference to the above project, we request that you execute the original of the attached subordination, parcel numbers 136.2, 144.4, 149.2 & 150.3, the same being subordination of utility easement. Also attached is a sketch showing the subject easement area.

After execution by the Department of Transportation, we will send a fully executed copy to you.

We will need these documents signed, sealed, notarized and returned back to this office by September 22, 2020. If we can be of further assistance, please advise.

Sincerely,

John MacDonald, P.E.
AREA UTILITY MANAGER FOR THE
FLORIDA DEPT. OF TRANSPORTATION
DISTRICT THREE

ATKINS - 2114 Airport Blvd., Suite 1450, Pensacola, FL 32504 - (850) 478-9844

cc: Jonathan Harris (FDOT-District Utility Administrator)
Eric Saggars, P.E. (HNTB-Project Manager)
File 222476-1

23-UTL.01A-03/11
August 30, 2018

This instrument prepared by,
or under the direction of,
Shad Redmon
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Eddy Rudd

Parcel	136.2
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and EMERALD COAST UTILITIES AUTHORITY (Utility).

WITNESSETH:

WHEREAS, the Utility presently has an interest in land that is necessary for highway purposes and the Utility has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the Utility to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's Project No. 2224761.

THEREFORE, in consideration of the mutual covenants and promises of the parties, the Utility and the FDOT agree as follows:

1. The Utility subordinates to FDOT, its successors or assigns, its interest in the following described land:

A. (LIMITED ACCESS RIGHT OF WAY)

A parcel of land being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, lying southerly of State Road 8 (I-10), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2224761 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida) and lying northeasterly of the CSX Transportation, Inc. railroad right of way as shown on said Right of Way Map, said parcel being described as follows: Commence at a 4 inch by 4 inch concrete monument (illegible), marking Point "C", as shown on plat of Willow Tree Acres, as recorded in Plat Book 18, Page 67 and 67A of the Public Records of Escambia County, Florida; thence North 02°12'55" East 515.10 feet to the centerline of survey of State Road 8 (I-10), as shown on said Right of Way Map; thence North 87°47'05" West 69.01 feet along said survey line; thence departing said centerline of survey, run South 02°12'55" West 150.00 feet to the POINT OF BEGINNING at the intersection of the existing southerly Limited Access right of way line of State Road 8 (I-10), as shown on said Right of Way Map with the southeasterly line of that certain property as described in Official Records Book 5018, Page 1831 said Public Records; thence South 87°47'05" East 127.30 feet along said southerly right of way line to the northwesterly line of Lot 38, Block A, of said Willow Tree Acres; thence South 40°26'30" West 81.47 feet along said northwesterly lot line; thence departing said lot line, run North 87°47'05" West 127.30 feet to said southeasterly property line, per Official Records Book 5018, Page 1831; thence North 40°26'30" East 81.47 feet along said northwesterly property line to POINT OF BEGINNING;

Containing 8,144 square feet, more or less.

Together will all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO:

B. (RIGHT OF WAY)

A parcel of land being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, lying southerly of State Road 8 (I-10), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2224761 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida) and lying northeasterly of the CSX Transportation, Inc. railroad right of way as shown on said Right of Way Map, said parcel being described as follows: Commence at a 4 inch by 4 inch concrete monument (illegible), marking Point "C", as shown on plat of Willow Tree Acres, as recorded in Plat Book 18, Page 67 and 67A of the Public Records of Escambia County, Florida; thence North 02°12'55" East 515.10 feet to the centerline of survey of State Road 8 (I-10), as shown on said Right of Way Map; thence North 87°47'05" West 69.01 feet along said survey line; thence departing said centerline of survey, run South 02°12'55" West 150.00 feet to the intersection of the existing southerly Limited Access right of way line of said State Road 8 (I-10) with the southeasterly line of that certain property as described in Official Records Book 5018, Page 1831 said Public Records; thence South 40°26'30" West 254.75 feet along said southeasterly property line to the northeasterly railroad right of way line of CSX Transportation, Inc. as shown on said Right of Way Map and POINT OF BEGINNING; thence North 40°26'30" East 40.26 feet along said southeasterly property line; thence departing said property line, run South 18°39'54" East 116.53 feet to the northwesterly line of Private Common Area "G" of said Willow Tree Acres; thence South 40°26'30" West 30.65 feet along said northwesterly line of Private Common Area "G", to said northeasterly railroad right of way line; thence North 22°53'21" West 111.91 feet along said railroad right of way line to POINT OF BEGINNING;

Containing 3,545 square feet, more or less.

The interest of the Utility being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

RECORDED:

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Easement	6-16-09	Davis Real Estate Investments, Inc.	ECUA	OR 6472 Pg 209

2. The Utility shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the Utility shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the Utility, and all payments and reimbursements by the FDOT to the Utility, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the Utility.

3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.

4. The Utility shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT's facilities.

5. The Utility agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 2 and 4 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
Krissy Cook

_____
Barbie Pettis

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
Phillip Gainer, P. E.
Title: District Secretary
for District 3

STATE OF FLORIDA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by Phillip Gainer, as Secretary for District 3, who is personally known to me or who has produced _____ as identification.

_____

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:
Serial No., if any:

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:_____

Its _____ Secretary

Signed, sealed and delivered in
the presence of: (Two witnesses
or Corporate Seal required by
Florida Law)

_____

_____

Emerald Coast Utilities Authority

By:_____

Its _____

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 __, by _____, as _____ ____ of _____, a _____Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

_____

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL.01A-03/11
August 30, 2018

This instrument prepared by,
or under the direction of,
Shad Redmon
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Wilson Dilmore

Parcel	144.4
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and EMERALD COAST UTILITIES AUTHORITY (Utility).

WITNESSETH:

WHEREAS, the Utility presently has an interest in land that is necessary for highway purposes and the Utility has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the Utility to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's Project No. 2224761.

THEREFORE, in consideration of the mutual covenants and promises of the parties, the Utility and the FDOT agree as follows:

1. The Utility subordinates to FDOT, its successors or assigns, its interest in the following described land:

(LIMITED ACCESS RIGHT OF WAY)

A parcel of land lying northerly of State Road 8 (I-10) and being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a nail (no ID) marking the southeast corner of said Section 21; thence North 08°41'13" East 2,726.53 feet along the easterly line of said Section 21 to the centerline of survey of State Road 8 (I-10) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F. P. No. 2224761 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 87°47'05" West 2,788.67 feet along said centerline of survey; thence departing said centerline of survey, North 02°12'55" East 150.00 feet to an intersection of the southeasterly line of that certain property as described in Official Records Book 3888, Page 634 of the Public Records of Escambia County, Florida with the existing northerly Limited Access right of way line of said State Road 8 (I-10) as shown on said Right of Way Map and POINT OF BEGINNING; thence North 39°57'14" East 101.16 feet along said southeasterly property line; thence departing said southeasterly property line, South 87°47'05" East 440.35 feet to the westerly line of that certain property as described in Official Records Book 5975, Page 643 of said Public Records; thence South 02°27'04" West 80.00 feet along said westerly property line to said existing northerly right of way line of State Road 8 (I-10); thence North 87°47'05" West 501.94 feet along said right of way line to POINT OF BEGINNING;

Containing 0.865 acres, more or less.

Together will all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

The interest of the Utility being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

RECORDED:

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Easement	4-9-2007	R Tronics, Inc.	Emerald Coast Utilities Authority	OR 6122/1608
Easement	4-9-2007	R Tronics, Inc.	Emerald Coast Utilities Authority	OR 6122/1612

2. The Utility shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the Utility shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the Utility, and all payments and reimbursements by the FDOT to the Utility, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the Utility.

3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.

4. The Utility shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT's facilities.

5. The Utility agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 2 and 4 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
Krissy Cook

_____
Barbie Pettis

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
Phillip Gainer, P. E.
Title: District Secretary
for District 3

STATE OF FLORIDA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by Phillip Gainer, as Secretary for District 3, who is personally known to me or who has produced _____ as identification.

_____

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:
Serial No., if any:

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:_____

Its _____ Secretary

Signed, sealed and delivered in
the presence of: (Two witnesses
or Corporate Seal required by
Florida Law)

_____

_____

Emerald Coast Utilities Authority

By:_____

Its _____

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 __, by _____, as _____ ____ of _____, a _____Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

_____

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL.01A-03/11
August 30, 2018

This instrument prepared by,
or under the direction of,
Shad Redmon
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Wilson Dilmore

Parcel	149.2
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and EMERALD COAST UTILITIES AUTHORITY (Utility).

WITNESSETH:

WHEREAS, the Utility presently has an interest in land that is necessary for highway purposes and the Utility has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the Utility to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's Project No. 2224761.

THEREFORE, in consideration of the mutual covenants and promises of the parties, the Utility and the FDOT agree as follows:

1. The Utility subordinates to FDOT, its successors or assigns, its interest in the following described land:

(LIMITED ACCESS RIGHT OF WAY)

A portion of Lot 40, Block C, Carlisle Unit No. 2, as per plat recorded in Plat Book 9, Page 85 of the Public Records of Escambia County, Florida lying northerly of State Road 8 (I-10) and being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a nail (no ID) marking the southeast corner of said Section 21; thence North 08°41'13" East 2,726.53 feet along the easterly line of said Section 21 to the centerline of survey of State Road 8 (I-10) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F. P. No. 2224761 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 87°47'05" West 102.76 feet along said centerline of survey; thence departing said centerline, North 02°12'55" East 167.61 feet to the easterly line of said Lot 40 and POINT OF BEGINNING; thence departing said easterly lot line, South 62°06'39" West 35.11 feet to the existing northerly Limited Access right of way line of said State Road 8 (I-10) as shown on said Right of Way Map and southerly line of said Lot 40; thence South 87°47'05" East 28.86 feet along the southerly line of said Lot 40 and said northerly right of way line to the easterly line of said Lot 40; thence North 07°07'31" East 17.67 feet along said easterly line of Lot 40 to POINT OF BEGINNING;

Containing 254 square feet, more or less.

Together will all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

The interest of the Utility being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

RECORDED:

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Easement	8-20-1992	Carol Fay R. Medeiros, et vir	Escambia County Utilities Authority	OR 3250/326

2. The Utility shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the Utility shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the Utility, and all payments and reimbursements by the FDOT to the Utility, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the Utility.

3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.

4. The Utility shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT's facilities.

5. The Utility agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 2 and 4 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
Krissy Cook

_____
Barbie Petlis

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
Phillip Gainer, P. E.
Title: District Secretary
for District 3

STATE OF FLORIDA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by Phillip Gainer, as Secretary for District 3, who is personally known to me or who has produced _____ as identification.

_____

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:
Serial No., if any:

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:_____

Its _____ Secretary

Emerald Coast Utilities Authority

By:_____

Its _____

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida Law)

_____

_____

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 __, by _____, as _____ ____ of _____, a _____Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

_____

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

23-UTL.01A-03/11
August 30, 2018

This instrument prepared by,
or under the direction of
Shad Redmon
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Wilson Dilmore

Parcel	150.3
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT is entered into on _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) whose address is Post Office Box 607, Chipley, Florida 32428, and EMERALD COAST UTILITIES AUTHORITY (Utility).

WITNESSETH:

WHEREAS, the Utility presently has an interest in land that is necessary for highway purposes and the Utility has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the Utility to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's Project No. 2224761.

THEREFORE, in consideration of the mutual covenants and promises of the parties, the Utility and the FDOT agree as follows:

1. The Utility subordinates to FDOT, its successors or assigns, its interest in the following described land:

(LIMITED ACCESS RIGHT OF WAY)

A portion of Lot 41, Block C, Carlisle Unit No. 2, as per plat recorded in Plat Book 9, Page 85 of the Public Records of Escambia County, Florida lying northerly of State Road 8 (I-10) and being in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a nail (no ID) marking the southeast corner of said Section 21; thence North 08°41'13" East 2,726.53 feet along the easterly line of said Section 21 to the centerline of survey of State Road 8 (I-10) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F. P. No. 2224761 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 87°47'05" West 102.76 feet along said centerline of survey; thence departing said centerline, North 02°12'55" East 167.61 feet to the westerly line of said Lot 41 and POINT OF BEGINNING; thence departing said westerly lot line, North 62°06'39" East 4.77 feet; thence South 87°45'09" East 87.21 feet to the easterly line of said Lot 41, thence South 08°43'35" West 20.08 feet along said easterly lot line to the existing northerly Limited Access right of way line of said State Road 8 (I-10) as shown on said Right of Way Map and the southerly line of said Lot 41; thence North 87°47'05" West 90.57 feet along said southerly line of Lot 41 and said northerly right of way line to the westerly line of said Lot 41; thence North 07°07'31" East 17.67 feet along said westerly line of Lot 41 to POINT OF BEGINNING;

Containing 1,810 square feet, more or less.

Together will all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

The interest of the Utility being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

RECORDED:

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Easement	8-20-1992	Robert J. Hays, et ux	Escambia County Utilities Authority	OR 3250/321

2. The Utility shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the Utility shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the Utility, and all payments and reimbursements by the FDOT to the Utility, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the Utility.

3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.

4. The Utility shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT's facilities.

5. The Utility agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 2 and 4 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
Krissy Cook

_____
Barbie Pettis

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
Phillip Gainer, P. E.
Title: District Secretary
for District 3

STATE OF FLORIDA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by Phillip Gainer, as Secretary for District 3, who is personally known to me or who has produced _____ as identification.

_____

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:
Serial No., if any:

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:_____

Its _____ Secretary

Signed, sealed and delivered in the presence of: (Two witnesses or Corporate Seal required by Florida Law)

_____

_____

Emerald Coast Utilities Authority

By:_____

Its _____

(Corporate Seal)

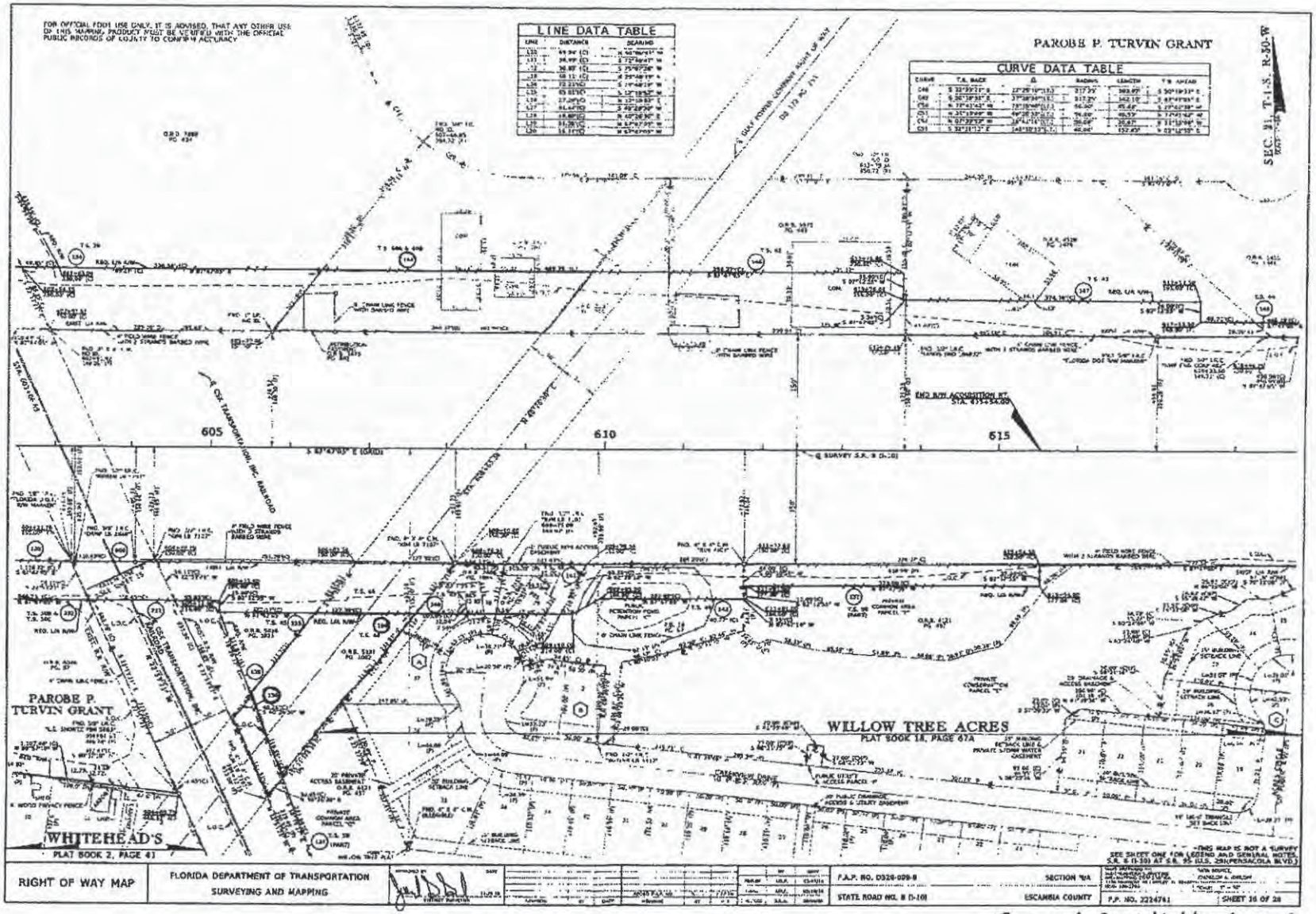
STATE OF _____

COUNTY OF _____

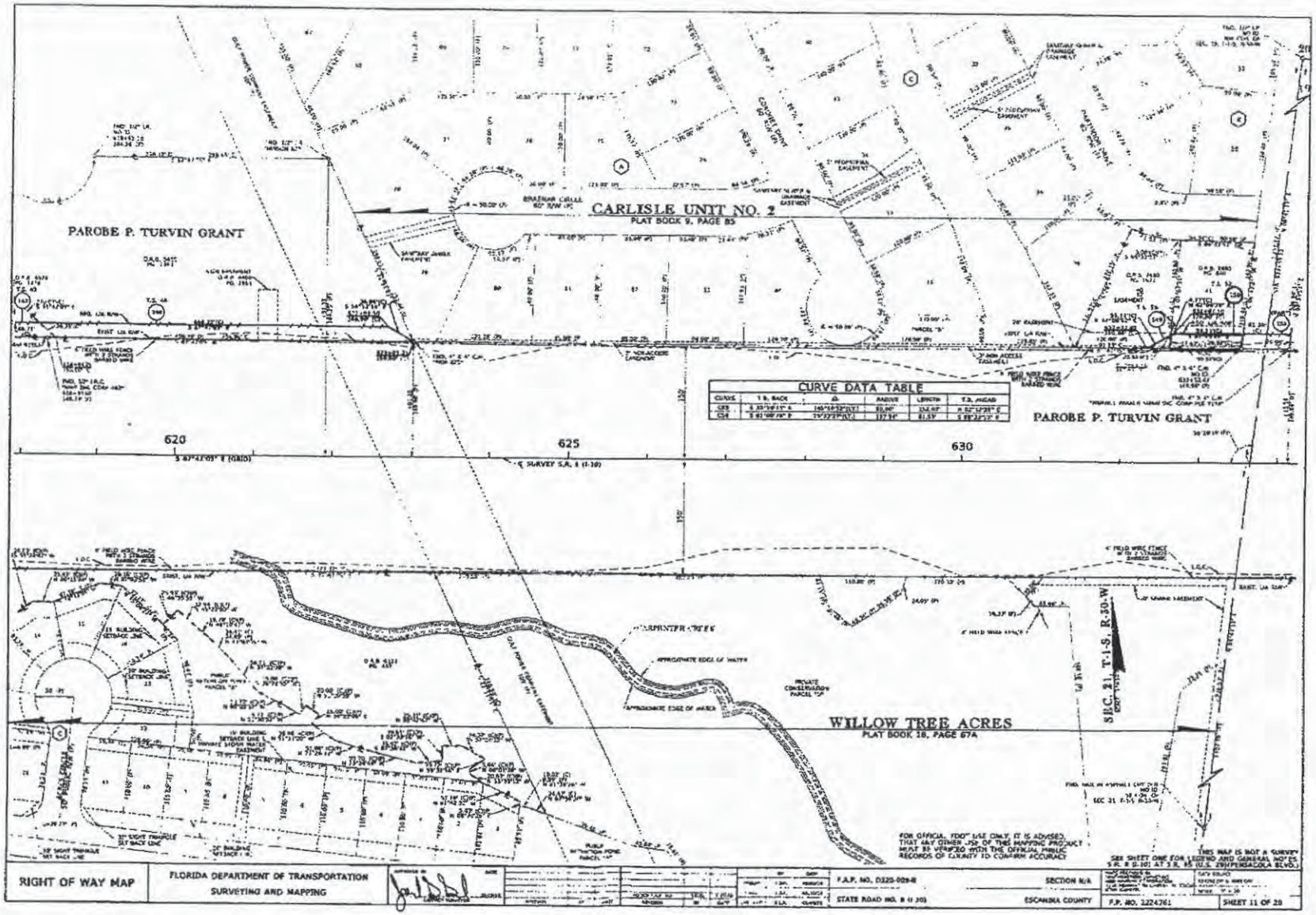
The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 __, by _____, as _____ ____ of _____, a _____Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

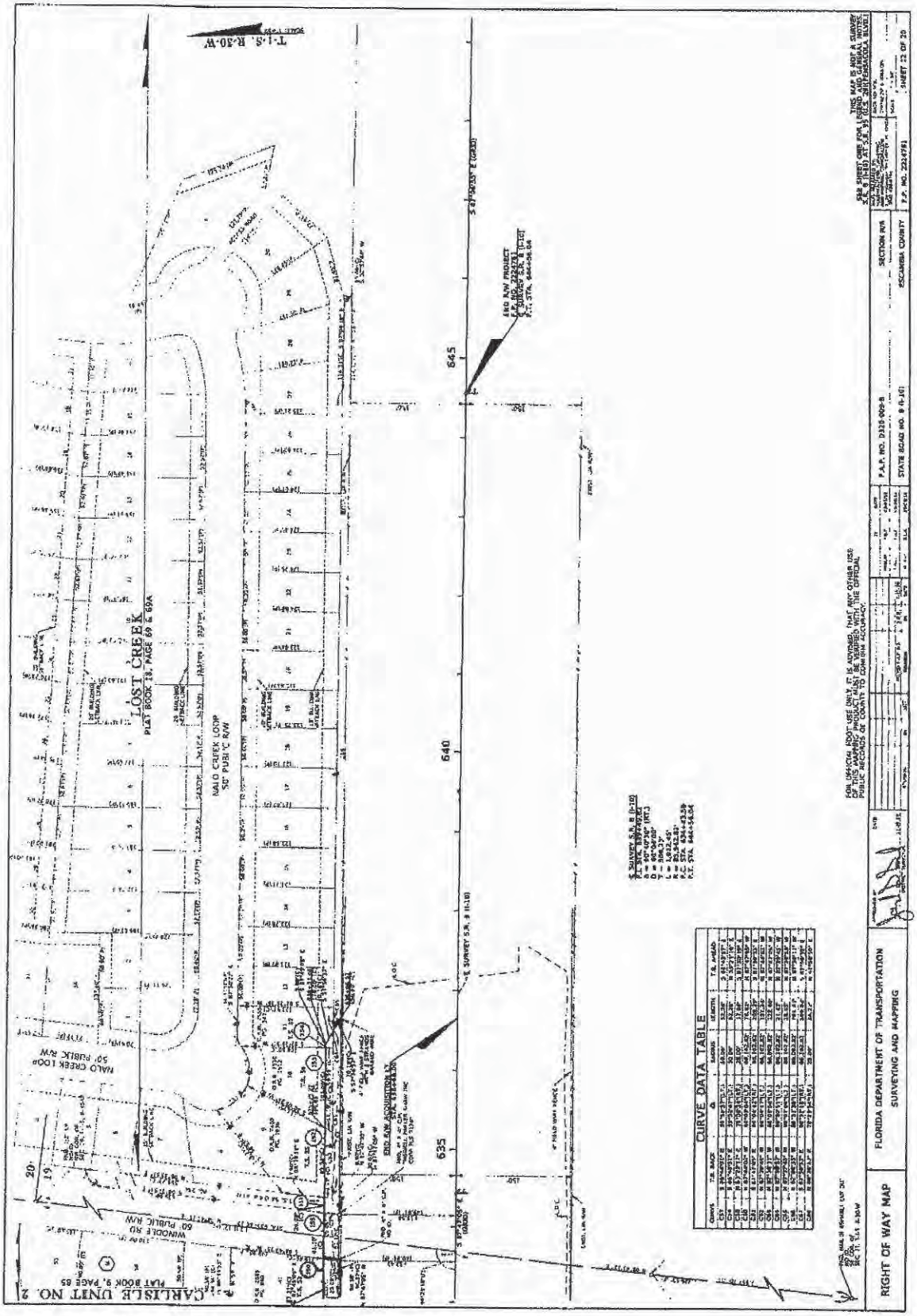
_____

Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____



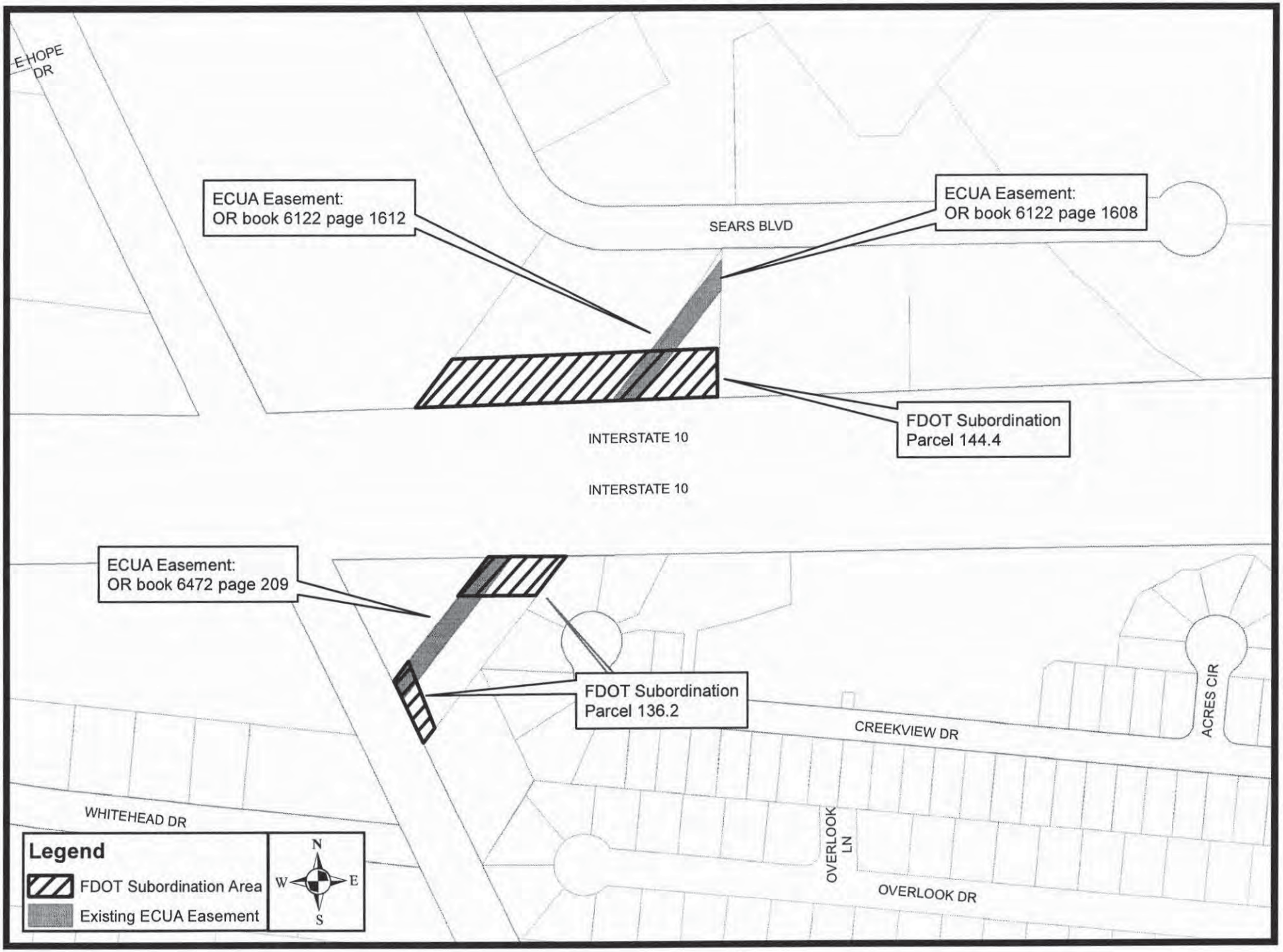
Emerald Coast Utilities Authority


PAROBE P. TURVIN GRANT
CARLISLE UNIT NO. 2
PLAT BOOK 9, PAGE 85
PAROBE P. TURVIN GRANT
CURVE DATA TABLE
620
625
630
WILLOW TREE ACRES
PLAT BOOK 18, PAGE 67A
S.R.C. 21, T-1-S, R-30-W
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
F.A.P. NO. D323-029-B
STATE ROAD NO. 8 (I 10)
SECTION N/A
ESCAMBIA COUNTY
F.P. NO. 2224761
SHEET 11 OF 29

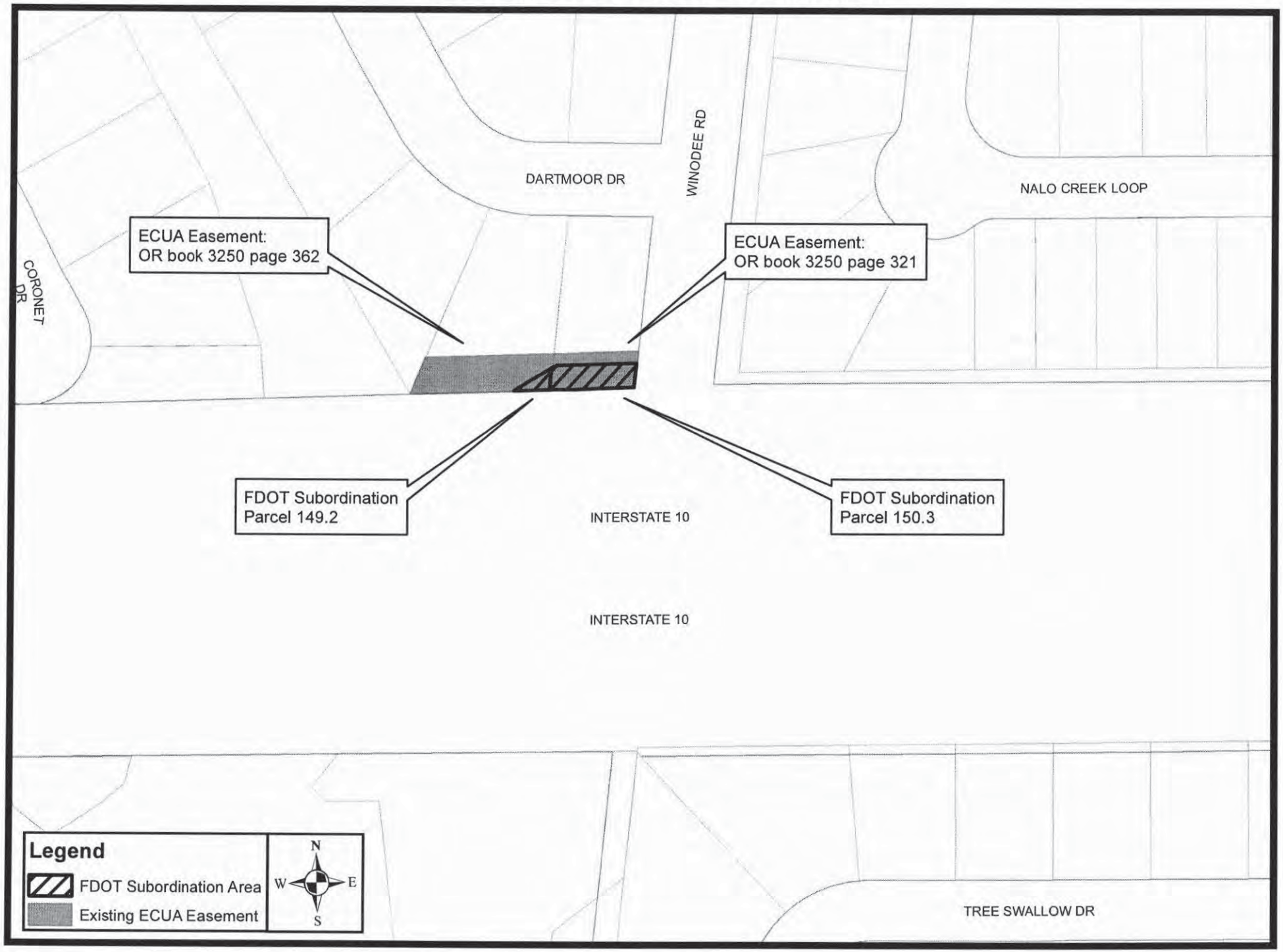


LOST CREEK
PLAT BOOK 18, PAGE 69 & 69A
NALO CREEK LOOP
50' PUBLIC R/W
CARLISLE UNIT NO. 2
PLAT BOOK 9, PAGE 85
WINDOLE RD
60' PUBLIC R/W
T-1-S, R-30-W
CURVE DATA TABLE
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
SECTION R/W
ESCAMBIA COUNTY

I-10 Area FDOT Subordination



I-10 Area FDOT Subordination



EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-48

A GENERAL RESOLUTION AUTHORIZING THE EXTENSION OF THE MAINTENANCE CONTRACT WITH CENTRAL SQUARE FOR SUNGARD SOFTWARE SUPPORT THROUGH DECEMBER 2021.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, in 1984 the Emerald Coast Utilities Authority (hereinafter "ECUA") entered into a Contract with SunGard for software support; and

WHEREAS, the Contract allows one-year options to extend maintenance; with pricing as agreed to by the vendor and with the approval of the Board; and

WHEREAS, the ECUA staff use SunGard's software to manage critical business processes; and

WHEREAS, the current Contract expires on December 31, 2020; and

WHEREAS, Central Square is our current support vendor and has provided excellent service in the past; and

WHEREAS, this is proprietary software for which no other vendor can provide support; and

WHEREAS, funds are currently budgeted and available in the FY 2021 operating budget in the amount of approximately $120,000; and

WHEREAS, this Contract will continue into the next fiscal year while it is being replaced by Tyler Technologies' MUNIS software product.

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. ECUA hereby directs and authorizes the Executive Director to extend the Contract, as provided under Section 13-3(b) of the ECUA Code's Purchasing Procedures; and

SECTION 2. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Coordinator

Lois Benson, Board Chairman

Date:	October 20, 2020
Account Number:	
Amount:	$120,000
Type of Resolution:	General Resolution

EXPLANATION TO ECUA BOARD

Originating Department:	Information Technology
PURPOSE:	That the Board extend the maintenance contract for SunGard Software support with Central Square Technologies in the amount of $120,000 as agreed to by the provider and with the approval of the ECUA Board, and authorize payment from the appropriate line item from the operating budget.
REMARKS:	The ECUA is currently using several proprietary software applications developed by SunGard. SunGard now operates under a new name, Central Square. These applications perform the utility billing, payroll/human resources, purchasing, inventory, general accounting, and fleet management functions of the ECUA. Central Square, (formerly known as SunGard), has maintained these applications since ECUA purchased them in 1984 and the maintenance agreement provides the ECUA with many benefits. With it, the ECUA receives assistance resolving operating problems with Central Square applications, installation and upgrade assistance, and hardware support. ECUA employees have complete access to Central Square technical staff, access to Central Square web site for on-line issue reporting and tracking, and electronic fix notification. It is now time to renew the maintenance agreement. SunGard software is being phased out at ECUA and being replaced with Tyler's MUNIS software program. The planned end date for this transition is January 2022, after which the SunGard Software will no longer be required.

Submitted by:

John M. Daane
Director of Information Technology
850-969-5820

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-49

A GENERAL RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN ENGINEERING SERVICES PROPOSAL FROM HDR ENGINEERING, INC., (HDR) FOR DESIGN OF A GRANULAR ACTIVATED CARBON (GAC) TREATMENT SYSTEM TO TREAT THE WATER FROM THE MULDOON AND AVONDALE WELL SITES; AUTHORIZING THE USE OF FUNDS FROM CIP PROJECT RW001N - GAC FILTER VESSEL MAINTENANCE.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, the Emerald Coast Utilities Authority (hereinafter "ECUA") Board previously approved acquisition of GAC vessels to serve the Muldoon and Avondale Well sites, and construction of foundations and access for the GAC vessels; and

WHEREAS, staff solicited and received a proposal from HDR in the amount of $63,570 for GAC site design for installation of the GAC treatment facility; and

WHEREAS, HDR is on the list of firms who are approved to provide Engineering Services to ECUA, and their most recently signed Agreement for Professional Engineering Services is already on file; and

WHEREAS, staff has been satisfied with the quality of HDR's work in the past and finds the cost to be reasonable; and

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. ECUA hereby authorizes the Executive Director to sign the attached proposal; and

SECTION 2. ECUA hereby authorizes transfer and use of funds from CIP Project RW001N - GAC Filter Vessel Maintenance to CW0006 - Muldoon and Avondale GAC Treatment in the amount of $63,570; and

SECTION 3. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Coordinator

Lois Benson, Board Chairman

Date:	October 20, 2020
Account Number:	
Amount:	$63,570.00
Type of Resolution:	General Resolution

EXPLANATION TO ECUA BOARD

Originating Department: Water Production

REMARKS:

In November 2019, the Board approved the purchase of six GAC vessels to provide treatment of the well water from the Avondale and Muldoon wells. The contaminants targeted for removal will be perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS). Recent water sample test results from these two wells indicate low levels of these two compounds in the groundwater at each well. The combined concentration of these contaminants is less than half of the Environmental Protection Agency Health Advisory placed into effect in 2016. The vessels are currently being fabricated and are expected to be delivered in October. The foundations have been designed and are under construction.

The same engineering firm that performed the foundation design, HDR, has provided the attached proposal for the GAC treatment design. Staff has reviewed the proposal and finds the cost to be reasonable for the scope of work. Escambia County Development Review Committee and Florida Department of Environmental Protection (FDEP) permitting for stormwater were previously performed, but this proposal will include FDEP potable water permitting for the GAC treatment.

Submitted by:

Thomas Dawson, Jr., P.E.
Director of Water Production
969-3341

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

Attachment A: Scope of Services for Engineering Services
Emerald Coast Utilities Authority – Muldoon GAC Filter Piping Proposal for Engineering Services
Task Order 6
ECUA Agreement Dated 12/1/18

HDR Engineering, Inc. ("HDR" or "Consultant") is pleased to submit this scope of services (the "Scope") to the Emerald Coast Utilities Authority ("ECUA" or "Client") for engineering services for Muldoon GAC Filter Piping.

PROJECT UNDERSTANDING

The purpose of this Task Order is to establish the scope and fees to perform professional engineering services for the new GAC filter piping to serve the new filters at the Avondale filter site and at the Muldoon GAC Treatment Facility. HDR will provide engineering services for the design of the piping, specifications, cost estimating, permitting, and limited construction administration services. In addition to the site piping ECUA wishes to have site lighting installed at the Avondale filter site. We are pleased to present the following proposal for engineering services, broken down into the following tasks:

SCOPE OF SERVICES

Task 1 – Project Management

HDR will provide project management services for the duration of the project. This task also includes quality control/quality assurance reviews prior to each submittal to ECUA. Quality control reviews will be performed at 60%, 90%, and Final milestones.

Task 2 – Design Services

ECUA and HDR will make a site visit to evaluate the proposed piping routes and coordinate with existing GAC filter tank installations and well piping stub-outs. The specific Engineering Design Services that HDR agrees to furnish to the ECUA for the PROJECT are described below.

Review Existing Information
HDR shall review pertinent information and data regarding the PROJECT, which is to be provided by ECUA. Information and data that will be reviewed includes Muldoon Water Treatment Facility As-Built Drawings, and existing survey information.

60-Percent Design

HDR understands that ECUA wishes to have stainless steel piping aboveground and either ductile iron or PVC piping below ground. The design includes the influent, effluent, and backwash piping to/from the filters. The piping design will include a stub-out for the future addition of five filters at the Avondale filter site.

The design will also include site lighting at the Avondale filter site. It is expected that 2-4 light poles will be necessary. The electrical design will also include four GFCI outlets stubbed aboveground at the edge of the slab spaced equally along the slab. HDR will coordinate with Gulf Power for a new electrical service to the site.

hdrinc.com
25 West Cedar St Suite 200 Pensacola, FL 32502
T 850-432-6800 F 850-432-8010

Both sites will have manual pressure gauges and no active electrical controls. The drawings will contain the operational protocol for the "valves trees". This protocol will be limited to identifying which valves to utilize for the following three scenarios:

- Series operations
- Parallel operations
- Backwash operations

At the Muldoon filter site, the piping design includes a new underground 12" to pipe water to the new filter slab, and aboveground stainless steel piping to the filter. The piping design will include a stub-out for the future addition of one filter.

HDR will prepare and submit to the ECUA for review 60-percent design documents. ECUA shall review the 60-Percent submittal and provide comments to HDR. HDR will attend one design review meeting for the filter piping. The design documents will contain the following information:

- Cover, legends per discipline, and general notes – three sheets
- GAC Treatment Facility civil drawings including site plan, details – four sheets
- GAC Treatment Facility mechanical drawings including associated piping and details – eight sheets
- Electrical – Site Lighting Design – three sheets
- Outline Technical specifications for the PROJECT

90-Percent Design Documents

HDR will prepare and submit to ECUA the 90-percent design documents for the GAC Treatment Facility. The design documents will address comments to the 60-percent submittal and include the following information:

- 90% drawings
- Technical specifications for the PROJECT.
- Cost Estimate

Final Design Documents

HDR will prepare and submit to ECUA the final design documents for the GAC Treatment Facility. The design documents will address comments to the 90-percent submittal and include the following information:

- Final drawings
- Final Technical specifications for the PROJECT.
- Cost Estimate

Task 3 – Permitting Services

HDR shall prepare permitting documents for submittal. HDR shall incorporate review comments arising from the permitting process into the project drawings and specifications. The only permits anticipated for this project is the FDEP Construction Permit and an Escambia County R/W permit.

Task 4 – Bidding Services

HDR will attend a pre-bid meeting, and answer questions during bidding and issue revisions/clarifications. HDR will assist with the bid calculation and recommendation of award. HDR will facilitate one pre-bid site visit as part of this task. HDR will review the bids, prepare a bid tab, and issue a recommendation of award.

Task 5 – Construction Services

HDR will attend the pre-construction meeting with the Contractor and ECUA. In addition, HDR will make weekly site visits during construction to provide limited site inspection and verify general compliance with the design plans. A construction duration of twenty weeks is assumed for inspection time. HDR will answer a maximum of (3) three Requests for Information (RFIs) from the Contractor and review a maximum of (8) Material Submittals.

The Contract Documents will indicate that the Contractor shall provide certified welders to perform all welding operations, as well as require third party testing (non-destructive testing method, such as UV testing) for the pipe welds. HDR will review the results of that test.

HDR will prepare a set of Record Drawings indicating the actual locations of the constructed facilities to include site features. The Record Drawing deliverable will be prepared in accordance with ECUA Section 4000 include a full-size record set as well as an electronic submittal. All location information shall be provided by the contractor and approved by the ECUA Inspector.

ECUA will provide an on-site inspector periodically during construction. Any certifications by HDR will be limited to and based on conditions and activities observed by HDR personnel, as well as review of records/test results delivered by ECUA Inspector.

PROJECT ASSUMPTIONS

The following assumptions are made for this scope of services. Modifications to these assumptions may be incorporated into the scope of services by an amendment to this scope of services.

- The design will be based on the federal, state, and local codes and standards in effect, or that may be reasonably known, on the effective date of the authorization to proceed. Any changes in these codes may necessitate a change in scope.
- Backwash from filters will be routed to on-site ponds at both sites.
- No additional geotech work included in this proposal.
- Design services for existing well pump improvements are excluded from this scope of services.
- The design will include the "valve trees" between each pair of filters. HDR will utilize the Calgon Model 10 valve tree drawings from Calgon. These will be shown as a "package item" to be provided by Calgon (or approved equivalent).
- Quality control reviews will be performed throughout the design of the project. Reviews will be performed at the 60- 90- and 100-percent phases of the project.
- ECUA's master specifications, as available, will be used as the basis for specifications, including ECUA's standard "Front-End Documents". HDR will supplement with items not covered by master specs.
- The drawings will follow HDR CADD standards. AutoCAD®, Version 2018 or later will be used to develop the drawings.
- Any permit application fees are to be paid by ECUA.

- Any fees for new power service to site are to be paid by the Contractor or ECUA.
- ECUA will provide periodic on-site inspector and provide testing reports to HDR.
- The total disturbed area for the project is less than 1.0 acres and therefore an FDEP erosion control permit is not required.

Exclusions:

- GAC Filter Design – Calgon Model 10 is selected filter model
- GAC Filter Anchor System (part of previous slab proposal)
- Landscape Plans (previously submitted)
- P&ID plans for filters
- Subsurface Utility Engineering
- Environmental/wetlands services
- Rezoning Services
- Public Meetings
- Resident Construction Inspection
- Fees for Permit Applications or Agency Reviews
- Additional permits other than specified in this scope of services.

DELIVERABLES

Submittals will be made according to the following milestones:

Generally –

a) Meeting minutes from meetings and conferences with ECUA staff and regulatory agencies.
b) Timely invoices concurrent with the work.

Task 2 –Design

a) A total of 3 draft copies of the Contract Documents (3 half-size drawings and a pdf will be submitted for the 60% design, 3 half-size drawings and a pdf will be submitted for the 90% design and 3 full-size drawings and specifications for the Final submittal) will be submitted to the ECUA for their use and comment at each of the two design review points.

Task 5 –Bidding Services

a) Recommendation of Award
b) Conformed drawings for Contractor.

SCHEDULE

The schedule below assumes a two-week review time for ECUA staff. The duration of the project within this Task Order is as follows:

- Authorization to Proceed - Upon Execution by Both Parties
- Task 2 Completion - 60 days after NTP

PROFESSIONAL FEES

The cost proposal for these services is shown below. The lump sum price for the tasks described above is the following:

Task	Amount
Task 1 – Project Management	$7,275
Task 2 – Design Services	$33,636
Task 3 – Permitting Services	$1,850
Task 4 – Bidding Services	$2,935
Task 5 – Construction Services	$17,874
TOTAL	**$63,570**

DATE OF ISSUANCE TO ECUA – 9-28-20

Authorization:

ECUA
"OWNER"

HDR ENGINEERING, INC.
"HDR"

ECUA "OWNER"		HDR ENGINEERING, INC. "HDR"	
BY:		BY:	
NAME:	J. Bruce Woody, P.E., M.P.A.	NAME:	Jennifer E. Hunt, P.E.

EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-50

A GENERAL RESOLUTION AUTHORIZING THE ACCEPTANCE OF BID AND AWARDING A CONTRACT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH BROWN CONSTRUCTION OF NORTHWEST FLORIDA, INC., (BROWN) FOR $1,106,821.29 TO CONSTRUCT THE MOBILE HIGHWAY AND PERDIDO KEY TANK DISCHARGE BOOSTER PUMPS; AUTHORIZING THE USE OF FUNDS FROM SEVERAL BUDGETS.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, the Emerald Coast Utilities Authority (hereinafter "ECUA") Board previously approved establishment of Capital Improvement Program (CIP) projects for construction of a booster pump on Mobile Highway and a booster pump on the Perdido Key Tank Discharge; and

WHEREAS, the ECUA hired engineering firms, Municipal Engineering Services, Inc., to perform the site design and Mott MacDonald to perform the electrical design; and

WHEREAS, on September 10, 2020, ECUA received competitive bids for CIP Projects RW626 - Mobile Hwy Booster Pump and RW627 - Perdido Key Tank Discharge Booster Pump; and

WHEREAS, Brown submitted the lowest responsive bid for the project in the total amount of $1,106,821.29; and

WHEREAS, the staff requests a contingency amount of $63,178.71 for a total of $1,170,000 ($1,106,821.29 + $63,178.71)

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. ECUA hereby authorizes the acceptance of bid and award of contract to Brown; and

SECTION 2. ECUA hereby directs and authorizes the Executive Director to execute a contract consistent with the bid terms; and

SECTION 3. ECUA hereby authorizes creation of a joint project and the use of funds in the amount of $1,170,000, with $200,000 transferred from RW627 - Perdido Key Tank Discharge Booster Pump, $182,496 transferred from RW626 - Mobile Hwy Booster Pump, and $787,504 transferred from CW115 - Humphreys Well Replacement; and

SECTION 4. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Coordinator

Lois Benson, Board Chairman

Date:	October 20, 2020
Account Number:	
Amount:	$1,170,000
Type of Resolution:	General Resolution

EXPLANATION TO ECUA BOARD

Originating Department: Water Production

REMARKS:

Mobile Highway Booster Pump Station

When the Mobile Highway tank fills, it produces low pressure in one area of the system and requires high pressures in another area of the system. This has necessitated only filling the tank during the low demand times, such as night time. Installing the booster pump along Mobile Highway would alleviate this issue and allow the Mobile Highway tank to be filled during the day without these pressure issues. The installation of this booster pump will also allow additional production from the Dunaway well and improve the reliability of the water system.

Perdido Key Elevated Storage Tank Discharge Booster Pump

The Perdido Key elevated storage tank is unable to discharge to the system unless pressures are lowered throughout Perdido Key. This makes it a challenge to effectively utilize the tank. A booster pump installed on the discharge line would allow the tank to discharge to the system with normal system pressure. This will also improve pressure in the Key area during high flow events.

The bids received were higher than the original engineer's estimate, which was utilized to establish the project budgets. This is due to several factors, including overall increases in material prices, and especially an increase in electrical costs since the original estimate. With this in mind, staff took several steps to control costs to the extent possible. These two projects were bid together in an effort to save cost. In addition, both projects were bid with a deductive alternate of providing a "package" electrical system rather than the standard designed and fabricated electrical system similar to what is in use at other ECUA facilities. However, bids demonstrated that savings due to this alternate is negligible, so since the base bid would reduce operations and maintenance (O&M) costs due to standardization and increased reliability, staff does not recommend award of this alternate. This negligible difference in electrical cost

highlights the cost effectiveness of the standard ECUA design. The bid amounts were closer to the more recent engineer's estimates and bids were close to each other, therefore, staff recommends proceeding with the work.

The bids received from the contractors are shown in the table below:

	Brown Construction of Northwest Florida, Inc. (Brown)	Pensacola Concrete Construction (PCC)
Mobile Highway Base Bid	$682,051.31	$687,348.50
Deductive Alternate	$0	($6,710.00)
Total Mobile Highway Site	*$682,051.31*	*$680,638.50*
Perdido Key Tank Disch. Base Bid	$424,769.98	$448,499.85
Deductive Alternate	$0	($6,600.00)
Total Perdido Key Site	*$424,769.98*	*$441,899.85*
Grand Total	**$1,106,821.29**	**$1,122,538.35**

Submitted by:

Thomas Dawson, Jr., P.E.
Director of Water Production
969-3341

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-51

A GENERAL RESOLUTION AUTHORIZING THE ACCEPTANCE OF BID AND AWARDING OF A CONTRACT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH CLEARCREEK COATINGS, LTD OF NEW CARLISLE, OHIO (CLEARCREEK) FOR $825,150 TO PERFORM TANK MAINTENANCE AT SEVERAL SITES; AUTHORIZING THE USE OF FUNDS FROM RW817 - ELEVATED TANK MAINTENANCE.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, the Emerald Coast Utilities Authority (hereinafter "ECUA") Board previously approved establishment of a Capital Improvement Program (CIP) project for maintenance of tanks across ECUA's potable water system; and

WHEREAS, the ECUA hired an engineering firm, Tank Industry Consultants (TIC), to evaluate the tanks and prepare a bid package for the work; and

WHEREAS, on September 22, 2020, ECUA received competitive bids for CC2020-12 Elevated Tank Maintenance 2020; and

WHEREAS, the project was bid with a Base Bid and an Additive Alternate Bid; and

WHEREAS, Clearcreek submitted the lowest responsive Base Bid and Additive Alternate bid for the project in the total amount of $825,150; and

WHEREAS, the staff requests a contingency amount of $41,258 (5% of the total bid) for a total of $866,408 ($825,150 + $41,258)

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. ECUA hereby authorizes the acceptance of the Base Bid plus the Additive Alternate Bid Item and award of contract to Clearcreek; and

SECTION 2. ECUA hereby directs and authorizes the Executive Director to execute a contract consistent with the bid terms; and

SECTION 3. ECUA hereby authorizes creation of a new project and the use of funds from the new project, with $866,408 transferred from RW817 - Elevated Tank Maintenance; and

SECTION 4. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Coordinator

Lois Benson, Board Chairman

Date: October 20, 2020
Account Number:
Amount: $867,000.00
Type of Resolution: General Resolution

EXPLANATION TO ECUA BOARD

Originating Department: Water Production

REMARKS:

Comprehensive tank evaluations are required every five years by the Florida Department of Environmental Protection (FDEP). Tank evaluations were performed in 2018 and 2019 for several of ECUA's water storage tanks. These evaluations identified Occupational Safety and Health Administration (OSHA) and safety work that needs to be done on one elevated storage tank and four ground storage tanks.

In addition, the evaluations indicated that the one elevated storage tank, the East Tank, is in need of a full coating replacement. This work will include removal of the existing coating and any corrosion through sandblasting, then re-application of the coating along with associated work.

This project was bid with an alternate which consisted of a fluoropolymer exterior coating system which retains its color (appearance) much longer than the base bid exterior coating system. The bids came in lower than the engineer's estimate of approximately $1 million. (A copy of the proposed tank graphic is attached.)

The bids received from the contractors are shown in the table below:

Contractors	Base Bid	Additive Alternate Bid	Total Bid
American Suncraft Co., Inc., Medway, Ohio	$1,033,312	$28,370	$1,061,682
Classic Protective Coatings, Inc., Menomonie, Wisconsin	$960,400	$58,500	$1,018,900
Clearcreek Coatings, Ltd., New Carlisle, Ohio	$785,400	$39,750	$825,150
Southern Road & Bridge, LLC., Tarpon Springs, Florida	$2,378,370	$144,000	$2,522,370
TMI Coatings, St. Paul, Minnesota	$1,547,800	$62,000	$1,609,800

Submitted by:

Thomas Dawson, Jr., P.E.
Director of Water Production
969-3341

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

Attachment:
Proposed Tank Graphic

Proposed Tank Graphic

This illustration represents the proposed tank graphic that will be painted using traditional ECUA logo colors. Please note that the legs will also be in white.

EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-52

A GENERAL RESOLUTION AUTHORIZING THE PURCHASE OF AN AUTOCAR CHASSIS WITH 40-CUBIC-YARD MCNEILIUS ATLANTIC FRONT LOADER BODY FOR THE COMMERCIAL DIVISION OF THE SANITATION DEPARTMENT.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, the commercial division of the Emerald Coast Utilities Authority (hereinafter "ECUA") Sanitation Department utilizes front loading trucks to service commercial accounts using front-end loading dumpsters on both Pensacola Beach and the mainland of Escambia County; and

WHEREAS, the Commercial Division uses two front-end loading trucks daily to service both garbage and recycling accounts; and

WHEREAS, the ECUA's fleet of commercial front loading trucks consists of one 2015 model and two 2012 models, which are due for replacement; and

WHEREAS, the damage to the Three Mile Bridge is causing the existing fleet of front loading trucks to travel longer distances to service Pensacola Beach and the fact that additional mileage is causing additional breakdowns and repairs, staff began looking for a front loading collection truck which is already built and available for purchase; and

WHEREAS, the Action Truck Center, Inc., of Dothan, Alabama, provided a quote for this truck in the amount of $290,018 with funding available in the Sanitation Department Capital Improvement Program (CIP) budget for project RT803; and

WHEREAS, the Action Truck Center, Inc., will supply this equipment and pricing in accordance with the Sourcewell Cooperative Purchasing Agreement, which was competitively solicited; and

WHEREAS, the quote meets ECUA purchasing requirements under Section 13-3(h) of the ECUA Code.

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. ECUA hereby directs and authorizes the Executive Director to approve the purchase of the Autocar chassis with 40-cubic-yard McNeilus front load body from the

vendor, Action Truck Center, Inc., in accordance with Section 13-3(h) of the ECUA Code, in the amount of $290,018 with funding from project RT803; and

SECTION 2. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Coordinator

Lois Benson, Board Chairman

Date:	October 20, 2020
Account Number:	RT803
Amount:	$290,018.00
Type of Resolution:	General Resolution

EXPLANATION TO ECUA BOARD

Originating Department: Sanitation Department

PURPOSE: The Commercial Division of the Sanitation Department operates two front-end loading collection trucks to service commercial accounts on both Pensacola Beach and the Escambia County mainland daily. The ECUA's fleet consists of three front-end loading collection trucks, one 2015 model, and two 2012 models. The 2012 models are at the end of their useful life and one is scheduled to be replaced in FY 2021 as part of the normal vehicle replacement process.

Normally, staff would obtain bids for a compressed natural gas (CNG) front loader, and order it, and wait the typical nine months for manufacture and delivery of the truck. However, because of the damage to the Three Mile Bridge and the additional mileage these older trucks are being driven to service Pensacola Beach, staff began looking for front-end loading trucks which are already built and ready for delivery. Action Truck Center, Inc., informed staff they have a diesel front loader which meets all other normal ECUA specifications in stock and available for delivery in October 2020.

REMARKS: Action Truck Center, Inc., can provide the vehicle based on the competitively bid Sourcewell Purchasing Contract number 081716-ATC. The quote submitted by Action Truck Center, Inc., meets ECUA purchasing requirements. We respectfully request your approval to purchase the Autocar chassis with 40-cubic-yard McNeilus front load body in the amount of $290,018. Funds are available in Sanitation Department CIP Project RT803 – Commercial Vehicle Replacement.

Submitted by:

Randy Rudd
Deputy Executive Director of Shared Services
969-3393

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

ACTION
TRUCK CENTER, INC.

September 22, 2020

Mr. Randy Rudd,
Emerald Coast Utilities Authority
3050 Godwin Lane
Pensacola, Fl. 32526

Randy,

Please use this letter as our proposal to provide the following equipment:

1...2020 Autocar ACX64 Cab & Chassis per attached specs.....$165,963.00 Each
1...McNeilus Atlantic Front Loader Body per attached specs.....$124,055.00 Each
Total Cost.....$290,018.00 Each

In order for the pricing to be effective it would be necessary to utilize the Sourcewell purchasing contract. That contract number is 081716-ATC. This truck will be available for delivery to you the last of October.

Thank you for the opportunity to quote you on your truck needs. As always please do not hesitate to contact me with any questions or concerns you may have.

Sincerely,

Glenn Culver
Sales Representative

VOLVO TRUCKS
211 Ross Clark Circle / Dothan, AL 36303 / P.O. Box 6747 / Dothan, AL 36302-6747
ph 334.794.8505 / toll free 800.793.8505 / fax 334.794.0295
www.actionvolvotrucks.com
AUTOCAR

EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-53

A GENERAL RESOLUTION AUTHORIZING THE EMERALD COAST UTILITIES AUTHORITY AND WASTE MANAGEMENT OF FLORIDA TO ENTER INTO AN AGREEMENT FOR THE PROCESSING OF RECYCLABLES AT THE EMERALD COAST UTILITIES AUTHORITY MATERIALS RECYCLING FACILITY AND PROVIDING AN EFFECTIVE DATE FOR THE AGREEMENT.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, the Emerald Coast Utilities Authority (hereinafter "ECUA") and Waste Management of Florida wish to enter into an agreement for the processing of recyclables; and

WHEREAS, Waste Management collects source separated recyclables in Escambia County and Santa Rosa County, Florida, pursuant to franchises issued to it by Escambia County and Santa Rosa County, Florida; and

WHEREAS, the source separated recyclables collected by Waste Management must be processed and sorted into separate commodities to facilitate their resale so the materials may be recycled and put to beneficial use; and

WHEREAS, ECUA has a Materials Recycling Facility (MRF) which is capable of receiving and processing source separated recyclables; and

WHEREAS, Waste Management desires to deliver certain source separated recyclables collected from their customers in Escambia County and Santa Rosa County, Florida, to ECUA's MRF so that the source separated recyclables may be processed, segregated into recyclable commodities, and put to beneficial use; and

WHEREAS, the two parties desire to establish the terms and conditions under which Waste Management may deliver and the ECUA MRF may accept source separated recyclables generated by Waste Management's customers in Escambia County and Santa Rosa County, Florida.

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. ECUA hereby directs and authorizes the Executive Director to execute the contract between ECUA and Waste Management of Florida; and

SECTION 2. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Coordinator

Lois Benson, Board Chairman

Date:	October 20, 2020
Account Number:	
Amount:	
Type of Resolution:	General Resolution

EXPLANATION TO ECUA BOARD

Originating Department:	Sanitation Department
PURPOSE:	Approve a recyclables processing agreement with Waste Management of Florida.
REMARKS:	Since 2018, the Emerald Coast Utilities Authority (ECUA) Materials Recycling Facility (MRF) has provided recyclables processing services for Waste Management of Florida. The current agreement ends as of October 31, 2020. Waste Management has expressed an interest in continuing its relationship with the ECUA MRF for another one-year agreement. Waste Management has agreed to a price increase from $25 per ton to $45 per ton for processing services. This increase will generate approximately $15,000 in additional revenue for the ECUA MRF each year. The recyclables delivered to the ECUA MRF by Waste Management of Florida are of very good quality with acceptable levels of contamination.

Submitted by:

Randy Rudd
Deputy Executive Director of Shared Services
850-969-3393

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

AGREEMENT BETWEEN WASTE MANAGEMENT INC. OF FLORIDA, INC. AND THE EMERALD COAST UTILITIES AUTHORITY FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES FROM CUSTOMERS IN ESCAMBIA COUNTY AND SANTA ROSA COUNTY, FLORIDA

This Agreement for the Acceptance and Processing of Source Separated Recyclables from Customers in Escambia County and Santa Rosa County, Florida (hereinafter "Agreement") is made and entered into as of this 10th day of September, 2020, by and between the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and Waste Management Inc. of Florida., a private company which collects Source Separated Recyclables in Escambia County and Santa Rosa County, Florida (hereinafter "Commercial Collector"), with administrative offices located at 6303 DaLisa Road, Milton, Florida 32583 (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS Commercial Collector collects Source Separated Recyclables in Escambia County and Santa Rosa County, Florida pursuant to franchises issued to it by Escambia County and Santa Rosa County, Florida;

WHEREAS the Source Separated Recyclables collected by Commercial Collector must be processed and sorted into separate commodities so as to facilitate their resale so that the Recyclable Materials may be recycled and put to beneficial use;

WHEREAS ECUA has a Municipal Recycling Facility (MRF) which is capable of receiving and processing Source Separated Recyclables;

WHEREAS Commercial Collector desires to deliver certain Source Separated Recyclables its collects from its customers in Escambia County and Santa Rosa County, Florida to ECUA's MRF so that the Source Separated Recyclables may be processed, segregated into recyclable commodities, and put to beneficial use; and

WHEREAS the Parties desire to establish the terms and conditions under which Commercial Collector may deliver and the ECUA MRF may accept Source Separated Recyclables generated by Commercial Collector's customers in Escambia County and Santa Rosa County, Florida.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. As used in this Agreement the following terms shall have the following meanings:

2.1 *Applicable Law* -- shall mean all applicable federal, state and local statutes, codes, ordinances and standards and all applicable rules, regulations, licenses, permits, registrations, approvals, decisions, authorizations, judgments, orders, writs, decrees, directives or other action adopted, issued or taken by an governmental authority.

2.2 *Construction and Demolition Waste or C&D Waste* -- shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures, or as otherwise defined from time to time. Such wastes include, but are not limited to, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

2.3 *ECUA MRF* -- shall refer to the Municipal Recycling Facility designed and constructed by ECUA which is located at the Perdido Landfill at 13009 Beulah Road, Cantonment, Florida 32533 and which became operational on or about September 26, 2016.

2.4 *Effective Date* -- shall mean the date at which the ECUA MRF begins accepting Source Separated Recyclables generated by commercial customers in Escambia County and Santa Rosa County, Florida and delivered to it by Commercial Collector, which shall be on or about October 1, 2020, unless otherwise agreed upon by both Parties in writing.

2.5 *Garbage* -- shall mean any putrescible animal and/or vegetative

waste resulting from the handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and further includes the packaging materials and containers, but excepting such materials that may be serviced by garbage grinders and handled as household sewage.

2.6 *Hazardous Waste* -- shall mean (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as may be amended from time to time, including: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") and the regulations contained in 40 CFR Parts 260-281, (ii) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766, and (iii) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (b) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40; (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. § § 11002(a), 110239(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; (d) a material or substance which may endanger health or safety, including any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong sensitizer, or which generate pressure through decomposition, heat or other means if such materials or substances may cause injury, illness or harm to humans, domestic animals, livestock or wildlife; (e) a material falling within the definition of Fla. Stat. § 403.703(13); or (f) a material or substance that is treated as a hazardous or toxic waste, substance, or material by any Applicable Law or is otherwise prohibited from being deposited in a municipal solid waste processing facility under Applicable Law. Household Hazardous Waste contained in SSR shall not be considered Hazardous Waste for purposes of this Agreement and shall be accepted at

the Facility if such acceptance is in compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials or substances which are not Hazardous Waste as of the Effective Date, if any Applicable Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

2.7 *Municipal Solid Waste or MSW* – shall mean Garbage, household waste, and commercial solid waste; provided that for the purposes of this Agreement, Municipal Solid Waste shall not include Source Separated Recyclables, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires.

2.8 *Perdido Landfill* -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.9 *Prohibited Materials* -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.10 *Recyclables* -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The term Recyclables shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires. The list of Recyclables may be expanded or contracted from time to time as determined by ECUA and the operator of the ECUA MRF, if any.

2.11 *Rejects* -- shall refer to materials collected along with the Recyclable

Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.12 *Residue* -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.13 *Shutdown* -- shall refer to those times in which the operator of the ECUA MRF is unable to receive Source Separated Recyclables for any reason except Force Majeure.

2.14 *Source Separated Recyclables or SSR* -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that incidental amounts of Rejects may be collected and delivered with Source Separated Recyclables as a normal part of a recycling collection program.

2.15 *Special Handling Waste* -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.16 This paragraph is intentionally left blank.

2.17 *Unacceptable Waste* -- shall mean (a) Hazardous Waste, explosives and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludges, highly flammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions

or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter or eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 *et seq.*, or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a "waste ban," shall, at the time of such determination, be considered Unacceptable Waste.

2.18 *Yard Waste* -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.4, above, and end on September 30, 2021. Provided, however, that the Parties may extend the term of this Agreement upon mutual written agreement.

4. Delivery and Acceptance of Source Separated Recyclables.

a. *Diversion of Source Separated Recyclables to ECUA.* Beginning on the Effective Date and throughout the term of this Agreement, Commercial Collector may deliver, or cause to be delivered, to the ECUA MRF, certain SSR which Commercial Collector collects from its customers in Escambia County and Santa Rosa County, Florida.[1]

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[1] The ECUA MRF shall only be obligated to receive SSR at those times and on those days in which the ECUA MRF is operating, receiving SSR, and not Shutdown.

b. *Right to Reject Loads Containing Excess Rejects.* In the event that SSR delivered to the ECUA MRF contains Rejects in excess of twenty-five percent (25%) by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, Commercial Collector shall be liable for a processing fee of $250 per load plus the disposal costs attributable to that entire load at the Perdido Landfill, at the rates established by Escambia County which are then in effect.[2] ECUA shall provide Commercial Collector written notice of any excess Reject contamination within three (3) business days. Moreover, in the event that Commercial Collector's SSR has excess Reject contamination on three (3) separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his designee, in his sole discretion, may terminate this Agreement and disqualify Commercial Collector from further deliveries.

c. *Charges to Commercial Collector.* In addition to any fees assessed pursuant to paragraph 4.b, above, Commercial Collector shall be charged forty five dollars ($45) for each ton of SSR processed at the ECUA MRF.

5. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from Commercial Collector will likely be commingled with SSR generated from other jurisdictions, the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no additional charge to Commercial Collector.

6. Billing. ECUA shall send a bill to Commercial Collector within ten (10) days of the end of each month which reflects all charges to Commercial Collector incurred during the prior month pursuant to this Agreement. All charges shall be paid by Commercial Collector within fourteen (14) days of issuance of that bill by ECUA

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[2] In the event some or all of the load cannot be lawfully disposed of at the Perdido Landfill, Commercial Collector shall be liable for all disposal costs associated with the disposal selected by the operator of the ECUA MRF.

(which shall be sent to Commercial Collector via e-mail). In the event Commercial Collector fails to tender timely payment of any sums due to ECUA under this Agreement, a 1.5% late fee will be assessed and the unpaid sum shall accrue interest at the rate of 1.5% per month, without prejudice to any other relief to which ECUA may be entitled.

7. Compliance with Law and Procedures. ECUA and Commercial Collector shall perform their respective obligations under this Agreement in compliance with all Applicable Law. Commercial Collector shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall further endeavor to maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

8. Tonnage Limit. Presently, approximately one thousand two hundred (1,200) tons of SSR are generated and collected by Commercial Collector from its customers within Escambia County and Santa Rosa County, Florida per year, collectively. Commercial Collector is limited to delivering one hundred (100) tons of SSR per month, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 12, below.

9. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

10. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b, above), title to the SSR shall vest with the operator of the ECUA MRF.

11. Events of Default. A Party shall be in default of this Agreement only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default; provided, however, that such Party shall not be deemed to be in default

if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

12. Notices. All notices called for under this Agreement shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To Commercial Collector: Robert Boykin
District Manager
Waste Management Inc of Florida
6303 DaLisa Road
Milton, Florida 32583
E-mail for billing: rboykin@wm.com

To ECUA: Randy Rudd
Deputy Executive Director of Shared Services
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

13. Force Majeure. In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then the Parties shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

14. ECUA's Right to Refuse to Accept SSR and Right to Cancel for Convenience. Notwithstanding the provisions of paragraph 4, above, in the event that the operator of the ECUA MRF declares a Shutdown, ECUA and the ECUA MRF shall be under no obligation to accept any SSR from Commercial Collector through the duration of that Shutdown. ECUA will promptly provide Commercial Collector with notice of a Shutdown. Moreover, in the absence of a Shutdown, ECUA, acting through its Executive Director, may cancel this Agreement for convenience on one week's written notice,

notwithstanding the provisions of paragraph 3, above. In the event of a Shutdown, Commercial Collector may dispose of SSR elsewhere for the duration of the Shutdown, and Commercial Collector shall not be obligated to reimburse ECUA or the operator of the ECUA MRF for lost revenue associated therewith.

15. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause. Commercial Collector further agrees to:

a. Keep and maintain public records required to perform services under this Agreement.

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

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if Commercial Collector does not transfer the records to the ECUA.

d. Upon completion of the Agreement, transfer, at no cost, to ECUA all public records in possession of Commercial Collector or keep and maintain public records required by Commercial Collector to perform the services under this Agreement. If Commercial Collector transfers all public records to ECUA upon completion of the Agreement, Commercial Collector shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Commercial Collector keeps and maintains public records upon completion of the Agreement, Commercial Collector shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to ECUA, upon

request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF COMMERCIAL COLLECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO COMMERCIAL COLLECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-969-3302, PUBLICRECORDS@ECUA.FL.GOV mailto: amanda.miller@ECUA.FL.GOV, AND "PUBLIC RECORDS CUSTODIAN", 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

16. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.

17. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

19. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

20. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have

well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

21. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

22. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

23. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

24. Relationship Between the Parties. Commercial Collector agrees that it is an independent entity and not an officer, agent, servant, or employee of ECUA; that Commercial Collector shall have exclusive control of and exclusive right to control the details of the work performed hereunder by its personnel, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondeat superior shall not apply as between ECUA and Commercial Collector, their officers, agents, employees, contractors, subcontractors, and consultants; and nothing herein shall be construed as being a

partnership or joint enterprise between ECUA and Commercial Collector.

25. Third Party Beneficiaries. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions or any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal damages pursuant to the terms or provisions of this Agreement.

26. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

WASTE MANAGEMENT INC. OF FLORIDA, a private company,

DocuSigned by:

By: _____
7A5A13CC76A6434...
Robert Boykin
District Manager

Date: 9/9/2020

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic,

By: _____
J. Bruce Woody, P.E.
Executive Director

Date: _____

ATTEST:

By: _____
Secretary

EMERALD COAST UTILITIES AUTHORITY

ECUA GENERAL RESOLUTION NO. GR20-54

A GENERAL RESOLUTION AUTHORIZING THE EMERALD COAST UTILITIES AUTHORITY AND WASTE PRO OF MISSISSIPPI TO ENTER INTO AN AGREEMENT FOR THE PROCESSING OF RECYCLABLES AT THE EMERALD COAST UTILITIES AUTHORITY MATERIALS RECYCLING FACILITY AND PROVIDING AN EFFECTIVE DATE FOR THE AGREEMENT.

BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

WHEREAS, the Emerald Coast Utilities Authority (hereinafter "ECUA") and Waste Pro of Mississippi wish to enter into an agreement for the processing of recyclables; and

WHEREAS, Waste Pro collects source separated recyclables in Harrison, Hancock, Jackson and Lauderdale Counties, Mississippi, pursuant to franchises issued to it by Harrison, Hancock, Jackson and Lauderdale Counties, Mississippi; and

WHEREAS, the source separated recyclables collected by Waste Pro must be processed and sorted into separate commodities to facilitate their resale so the materials may be recycled and put to beneficial use; and

WHEREAS, ECUA has a Materials Recycling Facility (MRF) which is capable of receiving and processing source separated recyclables; and

WHEREAS, Waste Pro desires to deliver certain source separated recyclables collected from their customers in Harrison, Hancock, Jackson and Lauderdale Counties, Mississippi, to ECUA's MRF so that the source separated recyclables may be processed, segregated into recyclable commodities, and put to beneficial use; and

WHEREAS, the two parties desire to establish the terms and conditions under which Waste Pro may deliver and the ECUA MRF may accept source separated recyclables generated by Waste Pro's customers in Harrison, Hancock, Jackson and Lauderdale Counties, Mississippi.

NOW THEREFORE, be it resolved by the Emerald Coast Utilities Authority:

SECTION 1. ECUA hereby directs and authorizes the Executive Director to execute the contract between ECUA and Waste Pro of Mississippi; and

SECTION 2. This General Resolution shall take effect upon adoption.

Approved as to form:

ECUA General Counsel

Adopted on:

ATTEST:

Amanda Miller, Administrative Coordinator

Lois Benson, Board Chairman

Date:	October 20, 2020
Account Number:	
Amount:	
Type of Resolution:	General Resolution

EXPLANATION TO ECUA BOARD

Originating Department:	Sanitation Department
PURPOSE:	Approve a recyclables processing agreement with Waste Pro of Mississippi.
REMARKS:	Since 2018, the Emerald Coast Utilities Authority (ECUA) Materials Recycling Facility (MRF) has provided recyclables processing services for Waste Pro of Mississippi. The current agreement ends as of October 31, 2020. Waste Pro has expressed an interest in continuing its relationship with the ECUA MRF for another one-year agreement. Waste Pro has agreed to a price increase from $25 per ton to $45 per ton for processing services. This increase will generate approximately $20,000 in additional revenue for the ECUA MRF each year.

Submitted by:

Randy Rudd
Deputy Executive Director of Shared Services
850-969-3393

Reviewed by:

J. Bruce Woody, P.E., M.P.A.
Executive Director

AGREEMENT BETWEEN WASTE PRO OF MISSISSIPPI, INC. AND THE EMERALD COAST UTILITIES AUTHORITY FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES FROM CUSTOMERS IN HARRISON COUNTY, MISSISSIPPI; HANCOCK COUNTY, MISSISSIPPI; JACKSON COUNTY, MISSISSIPPI; LAUDERDALE COUNTY, MISSISSIPPI

This Agreement for the Acceptance and Processing of Source Separated Recyclables from Customers in Harrison County, Mississippi; Hancock County, Mississippi, Jackson County, Mississippi; and Lauderdale County, Mississippi (hereinafter "Agreement") is made and entered into as of this ____ day of October, 2020, by and between the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA"), with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and Waste Pro of Mississippi, Inc., a private company which collects Source Separated Recyclables from customers in the above-referenced jurisdictions in Mississippi (hereinafter "Waste Pro"), with administrative offices located at 4205 Beasley Road, Gautier, Mississippi 39553 (each at times also being referred to as a "Party" or collectively as "Parties").

W I T N E S S E T H:

WHEREAS Waste Pro collects Source Separated Recyclables from its customers in Harrison County, Mississippi; Hancock County, Mississippi; Jackson County, Mississippi; and Lauderdale County, Mississippi pursuant to a franchises issued to it by those jurisdictions;

WHEREAS the Source Separated Recyclables collected by Waste Pro from customers in Harrison County, Mississippi; Hancock County, Mississippi; Jackson County, Mississippi; and Lauderdale County, Mississippi must be processed and sorted into separate commodities so as to facilitate their resale so that the Recyclable Materials may be recycled and put to beneficial use;

WHEREAS ECUA has built a Municipal Recycling Facility (MRF) which is capable of receiving and processing Source Separated Recyclables;

WHEREAS Waste Pro desires to deliver certain Source Separated Recyclables it

collects from its customers in Harrison County, Mississippi; Hancock County, Mississippi; Jackson County, Mississippi; and Lauderdale County, Mississippi to ECUA's MRF so that the Source Separated Recyclables may be processed, segregated into recyclable commodities, and put to beneficial use; and

WHEREAS the Parties desire to establish the terms and conditions under which Waste Pro may deliver and the ECUA MRF may accept Source Separated Recyclables generated by Waste Pro's customers in Harrison County, Mississippi; Hancock County, Mississippi; Jackson County, Mississippi; and Lauderdale County, Mississippi.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. As used in this Agreement the following terms shall have the following meanings:

2.1 *Applicable Law* -- shall mean all applicable federal, state and local statutes, codes, ordinances and standards and all applicable rules, regulations, licenses, permits, registrations, approvals, decisions, authorizations, judgments, orders, writs, decrees, directives or other action adopted, issued or taken by an governmental authority.

2.2 *Construction and Demolition Waste or C&D Waste* -- shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures, or as otherwise defined from time to time. Such wastes include, but are not limited to, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

2.3 *ECUA MRF* -- shall refer to the Municipal Recycling Facility designed and constructed by ECUA which is located at the Perdido Landfill at 13009 Beulah Road, Cantonment, Florida 32533 and which became operational on or about September 26,

2016.

2.4 *Effective Date* -- shall mean the date at which the ECUA MRF begins accepting Source Separated Recyclables generated by customers in Harrison County, Mississippi; Hancock County, Mississippi, Jackson County, Mississippi; and Lauderdale County, Mississippi and delivered to it by Waste Pro, which shall be on or about November 1, 2020, unless otherwise agreed upon by both Parties in writing.

2.5 *Garbage* -- shall mean any putrescible animal and/or vegetative waste resulting from the handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and further includes the packaging materials and containers, but excepting such materials that may be serviced by garbage grinders and handled as household sewage.

2.6 *Hazardous Waste* -- shall mean (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as may be amended from time to time, including: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") and the regulations contained in 40 CFR Parts 260-281, (ii) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766, and (iii) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (b) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40; (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. § § 11002(a), 110239(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; (d) a material or substance which may endanger health or safety, including any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong

sensitizer, or which generate pressure through decomposition, heat or other means if such materials or substances may cause injury, illness or harm to humans, domestic animals, livestock or wildlife; (e) a material falling within the definition of Fla. Stat. § 403.703(13); or (f) a material or substance that is treated as a hazardous or toxic waste, substance, or material by any Applicable Law or is otherwise prohibited from being deposited in a municipal solid waste processing facility under Applicable Law. Household Hazardous Waste contained in SSR shall not be considered Hazardous Waste for purposes of this Agreement and shall be accepted at the Facility if such acceptance is in compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials or substances which are not Hazardous Waste as of the Effective Date, if any Applicable Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

2.7 *Municipal Solid Waste or MSW* -- shall mean Garbage, household waste, and commercial solid waste; provided that for the purposes of this Agreement, Municipal Solid Waste shall not include Source Separated Recyclables, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires.

2.8 *Perdido Landfill* -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.9 *Prohibited Materials* -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.10 *Recyclables* -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper,

cardboard and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The term Recyclables shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires. The list of Recyclables may be expanded or contracted from time to time as determined by ECUA and the operator of the ECUA MRF, if any.

2.11 *Rejects* -- shall refer to materials collected along with the Recyclable Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.12 *Residue* -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.13 *Shutdown* -- shall refer to those times in which the operator of the ECUA MRF is unable to receive Source Separated Recyclables for any reason except Force Majeure.

2.14 *Source Separated Recyclables or SSR* -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that incidental amounts of Rejects may be collected and delivered with Source Separated Recyclables as a normal part of a recycling collection program.

2.15 *Special Handling Waste* -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.16 This paragraph is intentionally left blank.

2.17 *Unacceptable Waste* -- shall mean (a) Hazardous Waste, explosives

and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludges, highly flammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter or eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 *et seq.*, or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a "waste ban," shall, at the time of such determination, be considered Unacceptable Waste.

2.18 *Yard Waste* -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.4, above, and end on October 31, 2021. Provided, however, that the Parties may extend the term of this Agreement upon mutual written agreement.

4. Delivery and Acceptance of Source Separated Recyclables.

a. *Diversion of Source Separated Recyclables to ECUA.* Beginning on the Effective Date and throughout the term of this Agreement, Waste Pro may deliver, or cause to be delivered, to the ECUA MRF, SSR which Waste Pro collects from its customers in Harrison County, Mississippi; Hancock County, Mississippi; Jackson County, Mississippi; and Lauderdale County, Mississippi, subject to the Tonnage Limit contained in paragraph 8, below.[1]

b. *Right to Reject Loads Containing Excess Rejects.* In the event that SSR delivered to the ECUA MRF contains Rejects in excess of twenty-five percent (25%) by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, Waste Pro shall be liable for a processing fee of $250 per load plus the disposal costs attributable to that entire load at the Perdido Landfill, at the rates established by Escambia County which are then in effect.[2] ECUA shall provide Waste Pro written notice of any excess Reject contamination within three (3) business days. Moreover, in the event that Waste Pro's SSR has excess Reject contamination on three (3) separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his designee, in his sole discretion, may terminate this Agreement and disqualify Waste Pro from further deliveries.

c. *Charges to Waste Pro.* In addition to any fees assessed pursuant to paragraph 4.b, above, Waste Pro shall be charged forty five dollars ($45) for each ton of SSR processed at the ECUA MRF.

5. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from Waste Pro will likely be commingled with SSR generated from other jurisdictions, the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no additional charge to Waste Pro.

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[1]The ECUA MRF shall only be obligated to receive SSR at those times and on those days in which the ECUA MRF is operating, receiving SSR, and not Shutdown.

6. Billing. ECUA shall send a bill to Waste Pro within ten (10) days of the end of each month which reflects all charges to Waste Pro incurred during the prior month. All charges shall be paid by Waste Pro within fourteen (14) days of receipt of ECUA's bill. In the event Waste Pro fails to tender timely payment of any sums due to ECUA under this Agreement, the unpaid sum shall accrue interest at the rate of 1.5% per month, without prejudice to any other relief to which ECUA may be entitled.

7. Compliance with Law and Procedures. ECUA and Waste Pro shall perform their respective obligations under this Agreement in compliance with all Applicable Law. Waste Pro shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall further endeavor to maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

8. Tonnage Limit. Presently, approximately two thousand one hundred (2,100) tons of SSR are generated and collected by Waste Pro from its collective customers within Harrison County, Mississippi; Hancock County, Mississippi; Jackson County, Mississippi; and Lauderdale County, Mississippi per year. Waste Pro is limited to delivering two hundred (200) tons of SSR to the ECUA MRF per month, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 12, below.

9. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

10. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b, above), title to the SSR shall vest with the operator of the ECUA MRF.

11. Events of Default. A Party shall be in default of this Agreement only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party,

prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default; provided, however, that such Party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

12. Notices. All notices called for under this Agreement shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To Waste Pro:

Division Manager
Waste Pro of Mississippi, Inc.
4205 Beasley Road
Gautier, Mississippi 39553
E-mail for billing:jgeboy@wasteprousa.com

To ECUA:

Randy Rudd
Deputy Executive Director of Shared Services
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

13. Force Majeure. In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then the Parties shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

14. ECUA's Right to Refuse to Accept SSR and Right to Cancel for Convenience. Notwithstanding the provisions of paragraph 4, above, in the event that the operator of the ECUA MRF declares a Shutdown, ECUA and the ECUA MRF shall be under no obligation to accept any SSR from Waste Pro through the duration of that Shutdown. ECUA will promptly provide Waste Pro with notice of a Shutdown. Moreover, in the

absence of a Shutdown, ECUA, acting through its Executive Director, may cancel this Agreement for convenience on one week's written notice, notwithstanding the provisions of paragraph 3, above. In the event of a Shutdown, Waste Pro may dispose of SSR elsewhere for the duration of the Shutdown, and Waste Pro shall not be obligated to reimburse ECUA or the operator of the ECUA MRF for lost revenue associated therewith.

15. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause. Waste Pro further agrees to:

a. Keep and maintain public records required to perform services under this Agreement.

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

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if Waste Pro does not transfer the records to the ECUA.

d. Upon completion of the Agreement, transfer, at no cost, to ECUA all public records in possession of Waste Pro or keep and maintain public records required by Waste Pro to perform the services under this Agreement. If Waste Pro transfers all public records to ECUA upon completion of the Agreement, Waste Pro shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Waste Pro keeps and maintains public records upon completion of the Agreement, Waste Pro shall meet all applicable requirements for

retaining the public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF WASTE PRO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO WASTE PRO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-969-3300, PUBLICRECORDS@ECUA.FL.GOV, AND "PUBLIC RECORDS CUSTODIAN," 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

16. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.

17. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

19. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

20. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations

include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

21. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

22. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

23. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

24. Relationship Between the Parties. Waste Pro agrees that it is an independent entity and not an officer, agent, servant, or employee of ECUA; that Waste Pro shall have exclusive control of and exclusive right to control the details of the work performed hereunder by its personnel, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the

doctrine of respondeat superior shall not apply as between ECUA and Waste Pro, their officers, agents, employees, contractors, subcontractors, and consultants; and nothing herein shall be construed as being a partnership or joint enterprise between ECUA and Waste Pro.

25. Third Party Beneficiaries. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions or any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal damages pursuant to the terms or provisions of this Agreement.

26. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

WASTE PRO OF MISSISSIPPI, INC., a private company,

By:_____
John Geboy
Division Manager, Gautier, MS

Date:_____

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic,

By:_____
Bruce Woody, P.E.
Executive Director

Date:_____

ATTEST:

By:_____
Secretary

Water Production Report for the CAC

Month: August Year: 2020

Total water pumped during the month: 1107.352 Millions of Gallons (MG)

Water provided in million gallons to:

Pensacola Beach:	50.376	MG
Perdido Key:	38.607	MG
Saufley Field:	1.632	MG
Gulf Breeze:	0	MG
Gulf Power	0	MG

Number of Wells:

Total Number of wells in system:	31
Utilized during month:	26
Out of Service this month:	5

Report provided by: Tom Dawson

Tom Dawson Jr., P.E.
Director of Water Production

Water Production Report for the CAC

Month: September Year: 2020

Total water pumped during the month: 1076.269 Millions of Gallons (MG)

Water provided in million gallons to:

Pensacola Beach:	43.200	MG
Perdido Key:	31.878	MG
Saufley Field:	2.710	MG
Gulf Breeze:	0.607	MG
Gulf Power	0	MG

Number of Wells:

Total Number of wells in system:	31
Utilized during month:	26
Out of Service this month:	5

Report provided by: Tom Dawson

Tom Dawson Jr., P.E.
Director of Water Production

Emerald Coast Utilities Authority

Water Reclamation

Monthly Report for Aug-2020

Wastewater Treated

Wastewater Facility	Permitted Flow (MGD)	Aug-20 Flow (MGD)	Aug-19 Flow (MGD)	% Change Last Year	3 Month Avg. Flow (MGD)	3 Month Avg. % of Permitted Capacity	12 Month Avg. Flow (MGD)	12 Month Avg. % of Permitted Capacity
Bayou Marcus WRF	8.2	6.01	5.42	10.89%	5.87	71.63%	5.22	63.70%
Pensacola Beach WRF	2.4	1.16	1.00	15.54%	1.11	46.17%	0.86	35.72%
Central WRF	22.5	14.24	14.19	0.35%	13.27	58.96%	13.18	58.56%
Totals:	33.1	21.41	20.61	3.86%	20.25	61.17%	19.26	58.18%

Dry Product Produced

	Dry Tons
Produced this Month	337.70
Produced this Fiscal Year	3,702.43
Sold this Fiscal Year	3,702.43

Dry Product Sold

	Dry Tons	Rate per Ton	Revenue
Buyer: Greensouth	337.70	$2	$675
Buyer:			
Buyer:			
		Revenue Billed this Fiscal Year:	$7,405

Septage/Grease Received

	Gallons
Received this Month	1,232,125
Received this Fiscal Year	12,939,897

Septage/Grease Billed

	Gallons	Rate per Thousand Gallons	Revenue
Billed at Regular Rate	1,208,565	$81.00	$97,894
Billed at Premium Rate	23,560	$121.50	$2,863
		Revenue Billed this Fiscal Year:	$1,062,124

Sludge Hauled from Plants

Source	Aug-20 Dry Tons	Fiscal Year Dry Tons
Bayou Marcus WRF	116.88	1,572.81
Pensacola Beach WRF	30.39	217.31
Totals:	147.27	1,790.12

Monthly Summary

Wastewater Treated	21.41 MGD
Sludge Received	147.27 Tons
Dry Product Produced	337.70 Tons
Dryer Product Revenue	$675
Septage/Grease Received	1,232,125 Gallons
Septage/Grease Revenue	$100,756

Randy L. Sears, Jr.
Director of Water Reclamation

Emerald Coast Utilities Authority

Water Reclamation

Monthly Report for Sep-2020

Wastewater Treated

Wastewater Facility	Permitted Flow (MGD)	Sep-20 Flow (MGD)	Sep-19 Flow (MGD)	% Change Last Year	3 Month Avg. Flow (MGD)	3 Month Avg. % of Permitted Capacity	12 Month Avg. Flow (MGD)	12 Month Avg. % of Permitted Capacity
Bayou Marcus WRF	8.2	7.58	5.03	50.67%	6.52	79.50%	5.44	66.29%
Pensacola Beach WRF	2.4	1.25	0.89	40.74%	1.21	50.46%	0.89	36.98%
Central WRF	22.5	17.84	13.39	33.23%	15.09	67.07%	13.55	60.21%
Totals:	33.1	26.68	19.31	38.12%	22.82	68.94%	19.87	60.03%

Dry Product Produced

	Dry Tons
Produced this Month	382.46
Produced this Fiscal Year	4,084.89
Sold this Fiscal Year	4,084.89

Dry Product Sold

	Dry Tons	Rate per Ton	Revenue
Buyer: Greensouth	382.46	$2	$765
Buyer:			
Buyer:			
		Revenue Billed this Fiscal Year:	$8,170

Septage/Grease Received

	Gallons
Received this Month	1,186,178
Received this Fiscal Year	14,126,075

Septage/Grease Billed

	Gallons	Rate per Thousand Gallons	Revenue
Billed at Regular Rate	1,096,335	$81.00	$88,803
Billed at Premium Rate	89,843	$121.50	$10,916
		Revenue Billed this Fiscal Year:	$1,161,843

Sludge Hauled from Plants

Source	Sep-20 Dry Tons	Fiscal Year Dry Tons
Bayou Marcus WRF	104.16	1,676.97
Pensacola Beach WRF	11.84	229.15
Totals:	116.00	1,906.12

Monthly Summary

Wastewater Treated	26.68 MGD
Sludge Received	116.00 Tons
Dry Product Produced	382.46 Tons
Dryer Product Revenue	$765
Septage/Grease Received	1,186,178 Gallons
Septage/Grease Revenue	$99,719

Randy L. Sears, Jr.
Director of Water Reclamation