

**FORT PIERCE UTILITIES AUTHORITY  
REGULAR MEETING  
AGENDA**

TUESDAY

February 18, 2020, 4:00 p.m.

City Commission Chambers

100 North U.S. #1, Fort Pierce, Florida

**MEETING TO ORDER**

Opening Prayer by Larry Lammers of Electric & Gas Engineering.

Pledge of Allegiance.

ROLL CALL AND DECLARATION OF A QUORUM.

**A. SET THE AGENDA.**

**B. APPROVAL OF MINUTES:**

1. Approve the Minutes of the Regular Meeting of February 4, 2020.

**C. COMMENTS FROM THE PUBLIC:**

**D. CONSENT AGENDA:**

1. Accept RFP No. 20-11: The Proposal for the purchase of eleven Voltage Regulators from Gresco Utility Supply, Inc., of Wildwood, Florida, in an amount not to exceed \$173,456.88 annually. The initial term of the PO Contract will be from February 18, 2020 through February 17, 2021 with four one-year renewal options.
2. Approve POA 20-24: The Contract with United Data Technologies, Inc., of Miami, Florida, in an amount not to exceed \$57,680.70 for the FPUAnet Core Switches Upgrade with five years of annual maintenance included, under the WSCA-NASPO Cooperative Purchasing Organization Data Communications Products and services 14-19 administered by the State of Utah Master Agreement and State of Florida Alternate Contract Source No. 43220000-WSCA-14-ACS. The annual maintenance plan is for the period of February 5, 2020 and ending five years after the final installation and acceptance by FPUA.
3. Approve the Budget Transfer Requests for Salaries & Wages in the amount of \$118,684 to the new department, Regulatory Affairs. These budget transfers will cover the period beginning January 6, 2020 and ending September 30, 2020.

4. Approve RFQu 14-53: The Continuing Contract with Holtz Consulting Engineers, Inc., of Jupiter, Florida, for Professional Design-Build Services related to water and wastewater systems, effective February 28, 2020 through November 17, 2020, with one one-year renewal option.
5. Approve ITB 18-02A: Amendment No. 2 to the Generator Maintenance Contract with Newman's Power Systems, Inc., of Fort Pierce, Florida, to increase the not-to-exceed contract amount by \$45,000, from \$42,000 to \$87,000 annually.
6. Approve POA 19-66: Budget Transfer Request and use of contingency, in the amount of \$50,000, to partially fund the Grant Writing and Administrative Services contract with Cape Canaveral Scientific, Inc., of Melbourne Beach, Florida.

**E. LETTERS OF APPRECIATION:**

1. An email was received from Wendy Golden, President of the Key Colony Board thanking Sal Scimeca and Kurtis Strand of the Electric Department for working many months with them to correct the issues they were having with their rental lights not working.

**F. OLD BUSINESS:**

**G. NEW BUSINESS:**

1. Electric Reliability Update through December 2019 – For Information Only.
2. CNG Station Update – For Information Only.
3. Bill Comparisons for the Month of December 2019 – For Information Only.
4. Status Report on the Electric Power Cost Adjustment for January 2020 – For Information Only.

**H. AWARD OF BID:**

**I. RESOLUTIONS:**

**J. DIRECTOR:**

**K. ATTORNEY:**

**L. COMMENTS FROM BOARD MEMBERS:**

**M. ADJOURN.**

Contracts under \$25,000 in Board Packet for Chairman and Secretary Signature:

1. A Great Fence, LLC – Misc. Fence Repairs - \$9,500
2. Getty Images, Inc. – Thinkstock Essentials - \$1,899

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, FEBRUARY 4, 2020, 4:00 P.M., CITY COMMISSION CHAMBERS.

Members Present: Chairman Glynda Cavalcanti; Vice Chairman Charli e Frank Matthews; Secretary Darryl Thomas-Bey; Deputy Secretary Frank H. Fee, IV; Mayor Linda Hudson; and Nick Mimms, Ex-Officio Member/City Manager.

Others present: John K. Tompeck, Director of Utilities; Amy Shevlin, Acting FPUA Attorney; Barbara A. Mika, Director of Financial Services; Nina B. Penick, Director of Financial Services; Paul A. Jakubczak, Director of Electric & Gas Systems; Bowdoin G. Hutchinson, Director of W/WW Systems, and Javier Cisneros, Director of Utility Support Services; Joshua P. Gang, Director of Regulatory Affairs.

The meeting was called to order by Chairman Cavalcanti.

Opening Prayer was by Jason Mittler of FPUAnet.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

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A motion was made by Mayor Hudson, seconded by Mr. Bey, and unanimously carried to approve the set agenda.

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A motion was made by Mr. Matthews, seconded by Mr. Bey, and unanimously carried to approve the Minutes of the Regular Meeting of January 21, 2020.

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A motion was made by Mayor Hudson, seconded by Mr. Matthews, and unanimously carried to approve the Consent Agenda items.

1. Approve POA 17-41A: Amendment No. 1 to the HVAC Parts, Repairs & Replacements Contract with Thermal Concepts, Inc., of Davie, Florida, to increase the not to exceed contract amount from \$30,000 to \$40,000 annually.
2. Approve POA 14-53: Amendment No. 2 to Specific Authorization No. TLC 18-01 with TLC Diversified Inc., of Palmetto, Florida, to expand the scope of work, increase the contract not to exceed amount by \$78,058.49 from \$1,236,102.00 to \$1,314,160.49, and to extend contract end date from December 31, 2019, to April 30, 2020.

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A card was received from Marquita Phillips of Park View Baptist thanking FPUA employees for 171 pounds of food donated to their food pantry.

A letter was received from Lieutenants Jeff and Sheena Marquis of The Salvation Army thanking FPUA employees for supporting their Angel Tree program by purchasing Christmas gifts for the children.

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Mr. Tompeck said the first item this afternoon is the bill comparison for the month of November 2019 and Barbara Mika will make the presentation.

Barbara Mika, Director of Financial Services, presented the Bill Comparison for the month of November 2019. She said this is the monthly update on the comparisons of municipal electric rates in the State of Florida, and of the local Treasure Coast utility bills for November 2019. In this first graph is the comparison of Residential Electric Rates for 1,000 kWh of consumption for the month of November for the 13 municipal utilities, in the State of Florida, which are members of the "All-Requirements Project" and are displayed and ranked based upon their base bill for 1,000 kWh of consumption. We can see where FPUA ranks among the 13 ARP participants. Our November rates at \$108.84, depicted with the yellow bar, ranks FPUA with the 4<sup>th</sup> lowest rate of this group. This is an improvement of two positions since October. Also noted in this comparison, by the blue bar, is the relative position FPUA would hold with the combined \$3 per kWh approved PCA decreases which went into effect on December 1<sup>st</sup> and February 1<sup>st</sup>. Mrs. Mika said the next graph displays the November comparison of Florida Residential Electric Rates for that same level of consumption and includes all of the municipal utilities in the state. She said the data for all of the graphs has been compiled by Florida Municipal Electric Association. FPUA's November bill for this level of consumption, at \$108.84, has improved its standing by four positions since last month when compared to the other 31 municipalities in this graph. As of November, FPUA had the 12<sup>th</sup> lowest rates amongst this group. November brought rate changes for eight of ARP participants with two significant increases with the cities of Jacksonville Beach and Newberry, both with increases in the \$25.00 range. The overall impact of these rate fluctuations on the averages shown in this graph were an increase of \$3.38 for the ARP and \$1.81 for all of the municipal utilities combined. For the 1,000-kWh comparison, FPUA's November rate is below all three averages shown in this comparison. The graph displayed shows where FPUA's rate would be with the PCA decreases that have already been approved by the Board and that is shown in blue and reflects the February rates.

Mrs. Mika said the next graph presents a similar comparison of municipal utility bills within the State of Florida for the consumption of 2,500 kWh. She said in this comparison, FPUA's November bill, unchanged from the previous month, at \$274.80 has improved its standing by two positions since last month. The averages for this level of consumption for all three of these groups were impacted by the same changes that were noted on the 1,000-kWh bill. The average for the ARP bill rose \$8.15 and the municipal average increased \$4.29. The table displayed before

you now, is the November comparison of the average residential utility bills on the Treasure Coast. The comparison includes the bills for electric, water, and wastewater services that a residential customer, with average consumption, would have experienced if they resided in one of these service territories. These figures include all of the applicable taxes and fees and have been verified to actual or historical bills. In this comparison, FPUA's utility bill for services provided inside city limits is shown in the first column. All other bills in this table have electric services provided by FP&L and water and wastewater services by the locality's provider. The electric utility service bills to all FP&L customers were slightly lower in November and that was due to a one-time credit that FP&L customers received for the over-collection of storm charges which amounted to \$0.90 on the average 1,000 kWh bill. There were no changes on any of the local utility bills for water and wastewater services since October. This item is for information only and requires no action on your part. However, if you have any questions I would be happy to address them.

Mr. Tompeck said he would like to add one quick item, when you look at these charts, the different utilities have different ways of adjusting for the power cost. He said last month Jacksonville Beach was at the very bottom of the list as the cheapest because they refund every month and make adjustments every month. This month they had to raise it so they are now in the middle of the chart. He is not crazy about doing it that way and thinks it is better off if it is leveled, our customers will know what to expect.

Mr. Tompeck said the second item is he talks with FMPA all the time about rates and we are going to be meeting with OUC in the not too distant future on Stanton I which is their coal plant. He said the rates on Stanton I are very high so we are trying to figure out a way we can get them to reduce some of their costs. It is costing the ARP about \$18 million/year, which equates to roughly about \$3 in the rates. We are going to be talking with them to see how they can reduce their costs. Rates are an ongoing issue that we really do look at every single day.

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Mr. Tompeck said the next item is an information presentation by Larry Lammers on pole attachments.

Larry Lammers, Electric & Gas Supervising Engineer, presented the joint-use and pole attachment procedures. He said by the time we finish with this presentation, he would like to leave everyone a little bit better informed about how FPUA shares facilities with other companies and the different impacts it has on operations. Probably most importantly are some of the changes the industry expects to come in the near future and what that means for Fort Pierce and more specifically FPUA. We got to where we are with multiple companies sharing facilities primarily because telephone and power utility buildouts occurred around the same time. In most geographic areas, the companies got together and said they could do this more cost effective and at a more aesthetically pleasing way if we join our efforts together and put both utilities on the same pole. Hopefully it would not be like a pole displayed in picture, nevertheless sharing

facilities was the way across the industry both utilities decided to go. When you do not do that you will end up with a situation like the picture displayed. Obviously, there is no joint use going on there with multiple poles, wires going everywhere, and there is no collaboration. This is probably not legal in the United States. Mr. Lammers said when talking about sharing facilities, there are two different agreements that are standard throughout the industry. He said one is a Joint-Use Agreement and under this type of relationship, both utilities own poles. As an example on Orange Avenue it might be FPUA owns poles and the communication company would also have their facilities there. On Avenue A maybe AT&T owns those poles and we also have facilities on there. Under the Joint-Use Agreement, both companies own poles and they share the use of them. That is different to a Pole Attachment Agreement because under that type of shared use, one company would own poles and the other called the "attacher" would just pay a standard set fee for every pole they attach to. If you look at a typical pole, the top of the pole is going to be designated for electric such as FPUA and then there is space on the pole that is a free space, which is required by law. You have to have that space there to give a buffer between facilities that are energized with electricity and where the communication workers are going to work, it is a safety space. Finally, you have the communication space.

Mr. Lammers said there are different rules and laws that regulate how you have to allow communication companies to attach to your facilities. He said the FCC are the ones who really propose those rules to Congress. The main thing to highlight here is they have a tendency to be very communication-company friendly and do not really give a huge consideration to the impact it has on the electric utility. There are two main rules Mr. Lammers said he will talk about, two main laws that affect FPUA and one is the 1978 Pole Attachment Act. From what he understands, that was around the time where cable television was becoming wide-spread and the Federal Regulators wanted to give cable companies the opportunity to really build out their systems quickly with the cooperation from utility owners who already had poles in place they could attach to. The other one that is important is the Telecommunications Act of 1996 and this was really motivated by the federal regulators intent for wireless networks to get built out quickly. Just like a lot of rules that affect electric utilities, there is a municipal exemption. The exemptions that apply to FPUA as a publically owned utility, mostly relate to what we can require from a communication company when they want to attach to our poles and also how much we can charge them. Mr. Lammers said he believes the reason we have those exemptions is we operate from the standpoint of we want to do what is best for our community and our customers we serve. We are not strictly looking at the bottom line and the rate of return we can give to our investors because the people who own the utility are the same people who buy the services.

Mr. Lammers said the picture presented now again highlights the communication worker's safety zone. He said this is a picture he took off the Florida PSC website who we have to adhere to a lot of the rules they have in place. We talked about joint-use and specifically for FPUA, we have a joint-use agreement with AT&T, which was executed back in 1977. They were called Southern Bell Telephone and Telegraph Company back then. Under this agreement both parties own poles and according to the agreement, as long as FPUA owns 52.5% of the poles and AT&T owns 47.5%

of the poles then no money exchanges hands. We call it a wash and the reason we are required to own more poles under the agreement is because we use more space. Apparently at the time it was considered fair for FPUA to own a higher percentage. As of last year, we have records of FPUA having 9,537 shared poles, so under this agreement AT&T should own 4,530 poles. They do not according our records, they own 4,111, so FPUA sent them a bill for a little under \$9,500. FPUA does not share any poles with FP&L.

Mr. Lammers said in contrast to the Joint-Use Agreement with Comcast we have an Attachment Agreement. He said they do not own any poles, they just attach to FPUA's poles, pay us a fee for each pole they attach to, and this is on a semi-annual basis at \$3.59 per pole. The agreement we have with them is rather old from 1991 and the price per pole FPUA charges them has not been updated since 1996. FPUA is not the only utility in this position, it is a common issue amongst the industry. As a matter of fact, FMPA led an effort for all the Florida Municipal Utilities to approach attachers these utilities have agreements with. Comcast has agreements with six different utilities throughout Florida and four of us said yes we are interested in getting new agreements signed and renegotiating the rate. The staff from FMPA reached out to Comcast repeatedly and ultimately we had no success. At the time, we had these model agreements in place, FPUA had modified them a little bit to meet what we thought was the agreement that was fair, and we were proposing a new rate of around \$25 per pole for Comcast to pay to FPUA. This is considerably more than what they are paying now, it splits the difference between the FCC cable rate, which heavy favors the communication company, they do not pay their fair share, which calculated out to be \$12.72. In response to the FCC cable rate, the APPA came up with their own calculator to determine what they believed was fair for a communication company to pay. Using their calculator, we came up for our system of communication company should pay \$48.50 so we were proposing at the time was splitting the difference between both of those. As you can see even the FECC cable rate is still higher than what they currently pay.

Mr. Lammers said we have some opportunities for improvement and one is an inventory audit. He said he showed the numbers we have records of for the attachers and joint-users on the poles we show with them. According to the agreements, FPUA is supposed to do an inventory audit every five years. FPUA has not been able to find records of any of those audits ever being done, so we do not have a high degree of confidence in the numbers we are currently billing for. We do have a process in place now or an effort in place with AT&T to get that inventory complete. One of the challenges is because those counts are so far off, we are not sure how we are going to do the cost splitting right now. We are not sure how many poles are actually going to have to be inventoried as part of this effort, but we will get that figured out in a short time and get it done. Permitting and inspection for the attacher, Comcast, the agreements read that for every pole they attach to, they should be submitting a permit request to FPUA. It is important for a few different reasons, but the main one is they add big thick cables to the pole. Whatever FPUA designed that pole to handle at the time did not include this new cable. We actually had our quarterly meeting with City Engineering this morning where Water/Wastewater Engineering and Electric and Gas Engineering meets with them to talk about projects coming up to make sure we

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are communicating clearly and everything is aligned. Mr. Lammers said he mentioned to the City Engineer, Jack, after the meeting for them to please start including FPUA on any permits submitted to them by Comcast. FPUA is going to try and get momentum in that direction. The last thing as an opportunity for improvement is getting updated agreements and rates. He believes that is going to be an uphill battle, but is something we need to invest energy into.

Mr. Lammers said he has discussed where we are and something he thinks is important for us to at least mention is there probably are some significant changes and challenges coming down the pipe line. He said it is related to 5G and that is going to be the next mobile wireless network. There is multiple technologies associated with this new network that is supposed to give us much higher speeds and much more data transfer. The big one that is going to affect FPUA are these small cells that will probably get installed all over the place. In the middle of the slide displayed is the traditional cell tower, which is a big tall structure dedicated to only communications. Contrast that to the small cell towers where they are a lot smaller, but there are supposed to be a lot more of them and communication companies want to attach to existing infrastructure. They do not want to go build any new towers dedicated only to these small cells, they are going to want to attach to street light poles and utility poles and that will present a lot of challenges to us. On the next slide, you can see all the way over on the left hand side is the traditional tall cell tower and the next three pictures are different variations of small cell installations. You can see there is no standard at this point, they come in all shapes and sizes and the last picture is what he thinks FPUA should try to avoid. Not only is it unsightly, but it also prevents a utility worker from climbing that pole if it were wood, it is concrete so you would not climb that pole. It is an obstruction that prevents us from working on it the way we normally would and also it is going to generate a lot of additional wind loading. During high wind conditions, this pole is a lot more likely to fail. Mr. Lammers said at the end of the day we can avoid a lot of these problems if we just underground the whole system. He said he would be happy to answer any questions.

Mr. Matthews said we have what we call the establishment of the Utilities Authority in 1972. He asked if from 1972 to 1977, if FPUA was operating without any basic rules.

Mr. Lammers said he is not sure exactly what was in place at that time, he cannot speak to that.

Mr. Matthews said the other thing he is concerned about is those utilities that are out there now that hook up to ours and you recognize the pole is old, but you do not own the pole, how do you get the other company to install or replace that pole.

Mr. Lammers said he thinks what Mr. Matthews is hitting on is a pretty big issue throughout the industry and that is the electric utilities tend to take a near failing pole much more seriously than the communications companies do. He thinks the general mode of operation is even if the communication company owns the pole, if the electric utility sees that it is near the end of its life or past the end of its useful life and they are not getting any response from the communication company, they will just go replace it and take ownership. Definitely in a storm situation during

restoration, we are not checking to see who's pole it is. If it is down and has our stuff on it, we are going to replace it.

Mr. Matthews asked if FPUA has any lines hooked into a tower as opposed to a pole.

Mr. Lammers said not that he is aware of.

Mayor Hudson said the State Legislature not last year, but the year before there was a bill that passed regarding 5G that said the 5G companies did not have to deal with individual jurisdictions. She said they could put their attachments basically anywhere they wanted to and she thinks they also passed a flat fee. She asked if Mr. Lammers is aware of that.

Mr. Lammers said he is not well versed on what the state passed, he did get wind of it, but is not familiar with the exact details associated with it.

Mayor Hudson said because one of the things that happens is the State really wants 5G to get here fast and that is probably the same thing that happened with the cable companies. They want to be on the cutting edge and wanted people to have the service they wanted. You have the communications, the 5G people heavily lobbying the State Legislatures and they want to bypass all the local jurisdictions. Mayor Hudson sees that as an even bigger threat because we are not going to be able to have any say so about where they put these gadgets if the State Legislature has anything to do with it. She thinks the Florida League of Cities is lobbying against it, but does not think they did successfully. She asked John if he knows if FMEA was successful.

Mr. Tompeck said he recalls the issue, but not the results. He said we can check on that.

Mayor Hudson said she thinks state law plays into this whole 5G business and we may not have any kind of power right now, no pun intended.

Mr. Bey said he does remember that a couple years at a Legislative Rally, there was a big issue. He thinks they did pass it, but they are trying to defeat it.

Mayor Hudson said they are trying to massage it.

Mr. Bey said his question is with the small cell towers getting smaller and closer to earth, are there any health concerns with the transmission of whatever or microwaves.

Mr. Lammers said he does not think there is any real consensus on that. He has watched a couple of tech talks where people are very convinced there is real health concerns. You can listen to another talk that says there is no real health concerns. He is not sure there is any real consensus on that and he definitely does not have the expertise to speak definitively on it.

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Mr. Bey said at one point they thought AMI was big brother and there was cancer agents being caused by it. He asked if Mr. Lammers is saying right now people can just attach to our poles at no cost at their will or is there some procedure. Do they have to contact us to get permission, what is the process.

Mr. Lammers said the process is supposed to be they submit an application to FPUA to review what is going to be on the pole, a pole analysis is completed, and if we say yes the pole can handle the additional load, then we approve for them to attach. If we say the pole cannot handle the additional load, then we request they do something the industry calls "make ready", which is somehow add additional strength to the pole whether it is adding additional bracing or guys or replacing the pole before they add that facility. In practice, what is happening, they seem to be doing to a certain degree what they want. This is why we asked for City Engineering to make us aware of any permits that come through them for Comcast to attach.

Mr. Bey said this would probably be an issue this year at the Legislative Rally and he will be going to it. He said if he gets any information, he will bring it back and share.

Mayor Hudson said it is being handled at the Federal level too.

Mr. Lammers said it is an industry wide issue. He said as a matter of fact, putting this presentation together he found an article that FP&L had sued AT&T for \$20 million for unpaid fees or something like that. Every utility you talk to shares this experience for the most part.

Mayor Hudson asked if they all had difficulties with Comcast.

Mr. Lammers said yes.

Ms. Cavalcanti said Comcast is the worst one from these two, right?

Mr. Lammers said they seem to be the worst offender.

Mr. Bey asked what we are doing to go after people that owe us money or what are we thinking about doing. He asked if we have people that owe us money.

Mr. Lammers said we have two agreements, one with Comcast and one with AT&T. He said we are going to be able to shore up our counts and what we charge both of those companies after we get the inventory done. When we send a bill to Comcast, they seem to pay it.

Mayor Hudson said they are a big company and she asked if he had ever had them on the phone.

Ms. Cavalcanti said they pay it, but they are going to pay it at their old rate. She asked if Mr. Lammers is saying FPUA is going to change the rate.

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Mr. Lammers said that is the other issue we are talking about that FMPA was leading that charge and we did not have any success in that realm. He said FMPA's legal team tried to reach out and eventually they just stopped.

Ms. Cavalcanti said she is curious because Comcast does seem to raise their rates quite a bit since 1991. She asked Josh Gang why we are not suing or doing something like that.

Mr. Lammers said in 2015 we did not have the benefit of having Mr. Gang on staff so he has a feeling things are going to be a little bit different from here moving forward.

Josh Gang, Director of Regulatory Affairs, said the law was in 2017 5G attachments, the Florida Legislative did pass it. He said in 2019, the Florida League of Cities filed a lawsuit with three other cities/municipalities, challenging the law so that is moving forward as we speak. As far as what we are doing with our pole attachment agreements, it is something we need to revisit, take a look at, and try and get them to the table. Comcast may be a challenge, obviously they have a good deal at \$3.59 and even asking them to go to \$12 is a pretty big ask, almost four times.

Mayor Hudson said it will go to us.

Mr. Gang said they are going to pass it along to the ratepayers as some add on fee on their bill.

Mayor Hudson said they have some pretty big lobbyist in Tallahassee and all the other State Legislatures too.

Mr. Bey asked if Mr. Gang is saying if we cannot get them to pay, we just let them use our poles and we are at their mercy.

Mr. Gang said no, we need to take another look at that agreement all the way through. He said one of the things we need to do is an inventory audit because we may find there are a lot more poles and they have underpaid. We may be able to use that as leverage to try and get them to table if they have been underpaying for years. The first step is to take a look at the agreement and see what our options are for modifying our agreements even if there is an exit clause, which he doubts, since they would still be attached.

Mr. Lammers said he did give Mr. Gang about six days heads up before this presentation so he is well versed.

Mr. Bey said you did not gang up on him.

Ms. Cavalcanti said no pun intended.

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Mr. Lammers said the fact he was able to talk that much about it is pretty impressive.

Mr. Bey said he is a lawyer, man.

Mr. Fee asked out of curiosity if the attachment agreements have a set term for when they expire.

Mr. Gang said he does not believe they do, when he last looked at them and has not gone through them in enough detail, but he believes they are perpetual. He said that is for obvious reasons because once they attach, they are always attached. If they expire, we would be forced to come and take them down and they and we are not going to want that.

Mr. Fee said it sounds like we have a little bit more teeth if we could go up there and just cut the line.

Mr. Gang said it certainly would help.

Mr. Fee said it would be a way to get their attention.

Mr. Gang said clearly looking back on them, why they do not have some kind of escalation clause is a mystery and 1977 was a long time ago. He said even in the late 90's you would think they would have talked about it forward thinking to have some type of escalation clause or revision clause.

Mr. Lammers said he definitely does not have a set of lawyer's eyes, but if he remembers correctly when he was reading the agreement for Comcast, if we give them a year's notice, we can let them know that we are going to terminate the agreement. If we terminate the agreement, what do we do then, are we willing to just cut their cables down. With 5G coming, one part of that whole equation that is consistent no matter what happens moving forward is these small cells will need fiber. With us being a fiber utility also, there is some opportunity there.

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Mr. Tompeck said the next item is the AMI update and Paul Jakubczak and Jann Widmayer will make the presentation.

Jann Widmayer, Community Relations Manager and Paul Jakubczak, Director of Electric & Gas Systems, presented the AMI Update. Mr. Jakubczak said we are happy to present you an update of where we are on AMI. He said if you remember back in November 2019, the Board approved the contract with Honeywell/Elster for the deployment of an AMI system in FPUA's service territory. Since that time in December of 2019, we met with our partners Honeywell/Elster and Leidos who will be managing our service to create a master schedule to move forward with how we are going to deploy this to our customers both in the advanced deployment area as well as the entire system. This slide displays the fruits of our 2 ½ days' worth of meetings with Elster to

come up with this schedule. It is very small to read and he does not expect a test on it. In this there is quite bit of complexity regarding on how everything needs to fall in line to make sure this system is successful. Some of the things that are a big part of this is the integration of the computer systems, not only with Honeywell/Elster and Leidos with us, but also with Honeywell System and Leidos managing their system as well. Also on here is the turnover deliveries and testing. With that we move over to the FPUA schedule which is a lot easier to read. What we are doing internally is meeting every other week with Honeywell/Elster and our AMI team to make sure they are on schedule. We also have a meeting with internal staff to make sure we are proceeding to be sure this project is successful. Some of the things you see on this schedule is working and waiting on material. As we are doing that, we are doing a lot of field inventory, cleaning out the pits on the water side, as well we have started working with the City on how to handle meter bases when we come across them as we are changing our electric meters. How we are going to make it a seamless transition to get permits approved for meter bases when they need to be changed out.

Mr. Jakubczak said the next slide displays a map of our field inventory of our repeater locations for our advanced deployment area. He said the little pink circles are how far out a repeater will go to pick up meters. When we get into more of the electric territory, we do not have repeaters, but when we get into the water and gas only, we need to install these repeaters. One of the things we are working towards is we are trying to work with FP&L to get pole attachment agreements because we do not have any power out there. In addition to that, we are also looking at the possibility of doing a solar option, similar to what you see when you are driving down the road and see flashing lights to let people know to either slow down because there is a crossing for kids or school crossing. We are looking at options like that, one to eliminate some of the attachment agreements that we are going to need with FP&L or also the customer agreements we will need when we need their power. Mr. Jakubczak said we talked a little bit about computer integration and he does not expect anybody to be clear on this diagram because he would have to ask Tom Fryar about it because he does not understand it all either. He said you can see the integration for our computer system with the AMI system is going to be very complex. Part of it has to do with going into our billing system, our outage management system, our work order system, and our Silver Blaze which is going to be how our customers log into a portal to be able to get information off their meters as well as to pay bills.

Mr. Jakubczak said on delivery, we are looking at getting our electric meters, gas modules, and water modules in March of this year. He said as soon as that happens and they show up, we are going to hit the ground running with the installation with these and change outs where needed. Our gate keepers and repeaters are scheduled to be delivered in April and starting in May we expect to start seeing data collection from these repeaters and collectors going back to what we are calling the head in system. We are going to then start our testing on how the data is coming through and we are getting all of our reads and alarms that we are supposed to get. The reason for the little bit of delay after we get meters in March is because we need the gate keepers and the repeaters in order to be able to bring that data back to the head in equipment. We are

looking at customer portals going live sometime in July and the reason for that is because they want to do training and look at actually getting live data from our customers and our customer meters before we start doing internal training. We talked a little bit about Silver Blaze and he does not want to steal Tom's thunder when we get ready for it. Silver Blaze is going to be a one-stop shop for our customers so they do not have to remember multiple logins or passwords, they can log into one site. They will be able to pay their bills, look at their accounts, determine if their usage is going up, and if there is a leak.

Mr. Jakubczak said for an update on what we are doing internally, John has come in and told us a lot about paradigm shifts and looking outside the box. He said we have been passing that on to our employees. We know the question is going to come up what is AMI. Our customers are going to ask the question so the best way to make sure FPUA is informed about it is to teach our employees what AMI is and the benefits for the customers. We are also looking at reviewing our work flow processes and how we can use this technology to be able to improve our efficiencies and also the possibility of shifting some of the responsibilities of what we do with job changes and those sorts of things. The other thing we are going to be talking about is training, there is going to be a whole lot of new data in there. We are going to have to train our employees to be able to look at this data and to be able to communicate it efficiently to our customers in a way they will be able to understand it. The other thing this is going to help is every single meter and location we have in our system is going to be visited by our employees. We are also looking at how we can make sure the site is safe, is there leaks, is there potential the meter lugs are getting hot. We want to try to make sure to use this as an opportunity to improve our customers and their experience with us. We are working with the City on how to do that as well as having internal training with our Customer Service Reps and the rest of our company. With that Mr. Jakubczak said he will turn it over to Jann to talk about our marketing.

Mrs. Widmayer said marketing will be very important with AMI and she expects to have all the marketing materials completed by February 14<sup>th</sup>. She said if installs are ready to go in mid to late March, we need to let people know. We are scheduling press releases and maybe some newspaper articles and ads. Main Street has already offered to give us some space as well. Our marketing is going to focus on the benefits of the upgrades, every location is going to be visited, so over 53,000 locations. Safety is one thing so they will benefit from that, both FPUA and the customers. We will be able to do remote turn on/off so not quite as long a wait, decreased response time to issues such as water leaks and voltage fluctuations, and the tampering issue. This system will alert us if there is any tampering to any of those problems. Benefits to customers is their availability to monitor usage 24/7, project their bills, control their usage, and that way they can conserve energy and save money.

Mrs. Widmayer said for the public relations (PR) schedule, if installations are going to begin mid to late March, about 30 days before we will start with the press releases, which will put us about February 17<sup>th</sup>. She said we will have videos and social media posts and all of those will coincide. There is going to be an AMI page on the website and we already have a dedicated AMI phone

number and dedicated AMI email address, customers will be able to communicate with FPUA. That allows us some time as well to train our Customer Service Reps and to answer these questions. For customer notification, we decided against a bill stuffer because if this is a 5-year long project and we put out information in a bill insert and it is 5 years down the road before you get your meter change, chances are you will forget. We are going to send letters to those areas where their meters are going to be replaced. That will happen about two to three weeks before the meter is replaced, door hangers definitely for electric because there will be a short interruption of service, and pamphlets will be available in the lobby and left with the bill insert. The back of the bill insert will also have answers to some frequently asked questions. Lastly we are going to prepare community outreach presentations so we can go and talk to them in person and answer their questions.

Mr. Matthews said his concern would be to take the item about community outreach presentations and move it into another level. He said one of the levels you could move it into a town hall type of meeting where you can bring a group of people out 200 – 300 and give them a night of one hour. If you tell them where you will be, you will be surprised the kind of questions and feedback you will get. The other item is we have several public affairs programs with our radio stations in the community. Even the college has one and we need to utilize all the media we can utilize for something like this. We also need to put out a community newsletter that would be addressed for the churches.

Mrs. Widmayer said we do plan to use radio advertisements and we had some of those approved in previous agendas to allow us to have some advertising time. She said we will give updates and different things utilizing those radio spots.

Mr. Jakubczak said it is more than doing the presentations to the communities, we plan on doing the community outreaches, some town hall type meetings and get into the communities and organizations. He said one of the reasons for that is to show them what this technology is going to provide for them, show them how to log into their accounts, how to view their utility customer portal, and how to be able to utilize some of the information they are calling in for now. When they are calling in to ask why their bill is so high, instead of calling in maybe they can log in or take a look on their smart phone or website. They can see if the temperatures were a little warmer last month than they are this month and they may remember their ac running more. Maybe there is a way they can utilize this technology to be able to lower their utility bills for the next time. Those are all in the works and we do not have the actual outline for that, but it is something we are definitely planning on doing in the future. Right now we are looking at not being able to roll out the customer's portal until we get data, which will not happen until the July time frame. The Board will have a presentation of that when we are ready to show it going live.

Mayor Hudson said when we had the situation with the gas and had to go out to people's houses we had trouble with their phones and not having up to date phone numbers. She said if you are going to visit every customer and asked if someone was going to visit every customer.

Mr. Jakubczak said we will visit every single location that there will be a meter, water, gas, or electric and leave a door hanger. He said if the customer is out there and wants to talk to us, we will be more than happy to answer any questions, if not we will be there just to change the meters or the modules. We will leave a door hanger with frequently asked questions or answers and also information regarding the webpage for AMI, the email address, and the phone address. One of the things he is hoping for is to be able to get more people to the website to update their customer information to be able to contact them in the future. Eventually, what he would really like to see and this is on the electric side, is these meters will be able to tell you when the power is out, and he would like to in the future to text or email a customer saying "thank you for your concern, we know there is power out in your area and we are working on correcting it right now". This will eliminate those thousands of calls we get when we have a large outage.

Mayor Hudson said that is exactly where she was going, it is an opportunity to keep your records up to date. She said that changes all the time and if you do not have an emergency you do not know the customer's number is out of date.

Mr. Bey asked if staff has thought about what impact this is going to have on our staff in terms of when we have to have meter readers to go out. He knows this is a ways down the road, but have we thought about how we are going to deal with that and what the impacts will be.

Mr. Jakubczak said we have and since this is a 5-year deployment as we get to the point to where we start seeing less and less need for a meter reader, we are going to be reclassifying our meter readers to be Customer Service Techs. They will be the ones who will receive these daily reports and take them to look at to see if it is an issue and do they need to go out there. How they can get in front of the customers and let them know we are seeing high flows on the water side and let them know they may have a leakage. In addition to that there is a lot more communication technology in this, a lot of wireless stuff, and we are looking at the possibility of finding the right fit with our current employees of who would like to transition into those types of positions. Mr. Jakubczak said we are going to get started in the next three to four weeks to do some training for our meter readers on how to change out electric meters and what we are looking for when we are changing them. He said we will decide when we need to change out the customer's meter can because it has a potential of a safety hazard. We will also be doing a lot of cross training, but right now we are not going to be releasing any employees because of the implementation of AMI.

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Mr. Tompeck said the next item is a presentation Tom Fryar made to our staff last week on cybersecurity related to phishing. He said the Board will find this interesting from an FPUA standpoint and also from a personal standpoint in protecting your own equipment.

Tom Fryar, IT Services Manager presented the Cybersecurity Phishing update. He said this is a cybersecurity concept which is a very broad term. When you say cybersecurity in what we are

talking about tonight is a small sliver, but this small sliver is a major impact into different companies out there. A couple of slides in you will definitely see what he means by the impact on there. This is not only for FPUA on how we handle our internal emails, but also how our customers can actually protect themselves and how the Board can protect themselves on emails. It is a constantly changing issue out there and the hackers that are out there are trying to get into your systems are very smart and are trying every day to get into it and change up the methods. Mr. Fryar said you will hear me say there is a malware there and malware is an abbreviation of a malicious software, an application that is running on the computer. He said its job is to get into the computer, steal information, possibly cause damage to the computer, and depending on the level of malware, it could actually hold your computer hostage. Phishing is a slightly different animal to that malware, but it is a software or message being delivered to a person either through a phone or text message, or in our case mostly emails. They are trying to get into the system and have the person provide information about themselves so they can grab money, data, and technology from them. One of the worst ones out there that you may have heard in the news is ransomware, which is a malicious software and is designed to take over a system. There are two types out there, but a lot of them are in there to crypt the files and say "you want your files and system back, you have to pay us money". It spreads a lot through the emails, but that is not the only method, but a high probability is through emails. The reason why is they are hoping to have someone read the email quickly, click on a link, and actually basically download the malicious software and infect the system.

Mr. Fryar said last year around the end of May, FPUA did a baseline testing of our own staff. He said we sent through a message as shown on the displayed slide that said "I.T. Services" and usually when we send out a message it says "ITS". That should have been a flag our own staff should have realized. The email said "password check required immediately" and you can notice the urgency on it. It says "to all employees" and gives the regulatory compliance on it to please check your password. About 265 emails went out to our employees and 61 clicked on the link and went to the website. Out of the 61 people that clicked on it, 11 people provided their password. One of the things it would say is provide your old password and new password and we actually had 11 people that did that. Mr. Fryar said FPUA did some training at the beginning of this year and said Happy New Year to everybody and we did a test to the staff again. He said it was unknown to him that they were planning to do it so he was also tested. Employees did very good, we went from 61 employees down to three employees with only one person that clicked on the link and one person that opened the attachment and one actually responded to an email and the response was more of is this real or did you send this email. There were a lot of questions out there, but the biggest thing unlike the first one where it was the same email, this one was unique emails. There were probably about seven or eight duplicates, but each person had a different one so that way they could not say it is ITS again testing us to check the phishing. We also did not do it the same day, it was spread across the entire week and hit everybody such as the managers and directors.

Mr. Fryar said the reason FPUA is concerned about this is the risk and in 2019, a business will fall victim every 14 seconds. He said we are not just talking about government, we are talking about your local business, mom and pop shops, all the way up to the bigger ones. The bigger ones are getting into the news and he does not want to be in the news to try and explain why FPUA got hit with a malware. Ninety-nine percent of those people that get it are reading it, opening it, clicking on the links, and sometimes they just do not learn and repeat it. There is actually companies throughout Florida where a company did it three or four times. Mr. Fryar said he knows a company where the owner even after being told to look out for these emails, they still did it. He said FPUA goes through the process of training and not to throw anybody under the bus, Rivera Beach had a ransomware of almost \$600,000 and that is a lot of money. City of Ocala is an interesting one because they sent a message acting as a contractor and said they were owed the money and City of Ocala sent over \$750,000 to that company before it was realized it was a mistake made and that it was a scam. Even closer, St. Lucie County Sheriff's office got hit with a ransomware, Lake City got hit with something similar and they paid a little over \$500,000. This happens and that is the reason they do it because they want to be paid, it is a money scheme, \$6 trillion annually by 2021. FPUA is not unique, it is all throughout the world, different areas get hit, but we do not want FPUA to be hit.

Mr. Fryar said that ransomware focuses on likely payers, attaching different targets and some of these attacks may be our own customers. He said they may go after an individual and encrypt all their files, but they are also looking at the bigger players out there, such as hospitals, critical infrastructures, and government. The reason why is we usually have money to pay it or they believe we have money to pay it. One of the questions is will companies do it or not do it. A lot of these companies end up paying because they do not have good backups or good systems to prevent it. We are a utility company and are a major target. One of the first things we try to train our staff is to look at the email, was the address correct, are they asking you to click on a link that has a questionable name of the company or domain. Another words in the example displayed, PayPal you would expect the email to go to PayPal.com. If it is a message from one of our own senders, we would expect to have a name that is recognizable, information that could say this is a real or a fake one. A lot of the ones that are out there are coming from other countries usually have misspellings and questionable information on there. Look for bad grammar, bad terminology that is inside the system and some of the emails are simply too good to be true. They may say if you help me hide this money, we will pay you out and hopefully those are not the emails we will not click on. Look at it to see if it is a conversation between a vendor and FPUA or our partners to see if you can get an understanding of it. In short, is it suspicious, does something just look out of place, if it does most likely it is a scam and you are being phished. We are trying to educated our staff to not be that type of person to be phished on.

Mr. Fryar said while those phishing are looking for information such as social security numbers, passwords, bank information, credit card information, anything they can do to make money off you. He said our staff is basically smart enough they looked at the emails and said it was a questionable email. A lot of these emails are looking to be urgent hoping someone will rush to

make the customer happy, make the person happy, and pay it. We also get some emails like from Darryl Bey that wishes to pay a vendor and we have actually had those emails. They come in and say it is urgent that we need to pay a vendor and we have to ask why Darryl Bey is sending us an email. We have also gotten emails from John Tompeck, Nina, Javy where it is like please change my bank account number. It is hard to try and stop these emails without blocking the good emails and that is where our problem is.

Mr. Bey said he is glad he is not the only one, thank you.

Mr. Fryar said it is kind of ironic we just had a discussion on this, did our test, and the displayed email just came into one of my staff. He said the staff member is part of the Leadership Program and he gets an email from the St. Lucie County Chamber of Commerce. That tells us that somebody was monitoring them, what is being done, what employees are attending, and comes in and asks him to review the attached purchase order to try and get him to click on it. It was a fake email, everything was correct on it except for the attachment. The next display shows an email that came in January 27<sup>th</sup> with the same concept of a company that FPUA does business with. We looked at it as questionable and something was not right that we had not used them in a while. Heather sent it to ITS to verify it, we said everything looks correct, but when we reached out to the vendor, they told us they got hacked. It was on their machines that were sending out these emails and that is one of the things FPUA has to look at. These could come from real customers, real vendors, real partners that make us look at it and say this must be legitimate. That is how systems have gotten out there to try and do that. One of the things going back to our Happy New Year emails, we actually had ours look really real and we had HR questioning it because we had the emails going out from HR telling them to review the new benefits. People were like okay, but some of them stepped back and said even though this is from HR, it does not look right.

Mr. Fryar said FPUA and ITS put a lot of protection on this through multi-layers. He said the first part is the firewall which looks at anything that comes in and tries to determine them based off the IP address and scan any attachments that are on it. Some of the attachments are actually good where they encrypt the attachment and put a password and include a password for the employee to open the attachment. They are trying to get you to open it up and our system cannot scan an encrypted file especially if it requires a password. We have email security on it that basically goes through and filters our emails. Last month FPUA had over 2,000 emails that were kicked out where only 1,000 emails that came in so that is over 3,000 emails that we get in our system in a 30-day span. We have had some months where it has gone as high as 60,000 emails we have kicked out and it depends on the time of the year, the month, and what is going on out there. If it gets pass the firewall and the email security, the next thing we are hoping is our antimalware will basically detect the malware or malicious software and stop it. We have actually had one that got through back in 2014 that our antimalware did not catch it, but another antimalware did. FPUA does continuous updating and patches and a lot of people in the company like last Tuesday and again Thursday doing the patches and kicking people out of the system

because of malware alerts. The software is changing, the holes are out there, and we actually had one where we rolled outside of our normal patching time because there was a possibility of someone using it to get into our systems. We are constantly monitoring and looking at it. We review, apply, best practices, work with our partners, whether they are FMPA or FLGISA and other partners that are out there that help us detect the types of malware that are out there. We work with other entities in talking about how they solved something and what we can do and best practices. Bad actors are constantly learning from their mistakes, learning what works and what does not work and then they re-wrap it up in a nice bow and send it back out and we are trying to catch that.

Mr. Fryar said one of the other things FPUA is starting to roll out is the phishing alert button so if someone gets an email that is questionable because we will continue testing them all the time, they just have to click on the phish alert and it will say "congratulations, you have passed the test" or "we are not sure what this is and we will go ahead and scan it for you, analyze it, and get back to you". He said the best thing he can tell people is before you actually start looking at the emails and clicking on them, is to stop, look at it, and think about what is on the email. Does it look right and before you connect through the link or open an attachment, is it correct, look at the "from" address, look at the URL, are they correct information, and do not simply click on it unless you are certain the email is correct and you trust the company. When in doubt, throw it out. It is basically, if it does not look right it is better to be safe than sorry and this includes some emails that say this is the sheriff's office and we are going to be knocking on your door any minute unless you pay these bills. Mr. Fryar said IRS is not going to send you an email and he does not know of any sheriff that will send you an email unless they know you personally. He said toss it out.

Mr. Matthews asked how long would Mr. Fryar recommend passwords to be changed.

Mr. Fryar said that is a good question. He said there have been different questions on that, some say to change every thirty days and some say change every 90 days. The National Institution of Security says do not change them every day or every month unless you think it has been compromised. FPUA has it set for six months at a minimum to change passwords and part of the change is to get away from simple passwords. They are saying to use phrases and the reason why is what is happening is people were forgetting their passwords and they say change password and then if it comes in as an email or text, now someone can see the password you were using and possibly use that against you. Use phrasing of something that is easy to remember, but meets the requirements of the place you are using the password at. If it requires number, letters, or what have you, you can use greeneggsandham! or twogreeneggsandham depending on what you need to get pass the security requirements for the site or software you are using.

Mayor Hudson said when an employee does get a suspicious email are you asking them to send it to you.

Mr. Fryar said we are asking them to press the phishing alert button and it will send it to our help desk and we can analyze it. He said the reason why is because they may send it to me or call me and I may be in a meeting and hours before I can get back to them. By sending it to the help desk we can respond quickly and a lot of times if we detect it is bad and it went to multiple people, we will actually reach out and pull back those emails back from everybody else.

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Mr. Tompeck said the next item is Resolution No. UA 2020-01, which is the PNC Bank Master Resolution and also included in this item are changes for authorized signers for various accounts and changes to our investment portfolio. Nina Penick will make the presentation.

Nina Penick, Director of Financial Services, presented Resolution No. UA 2020-01. She said this is a housekeeping item as a result of her impending retirement, signatures need to be changed for all the banks. This is not a simple process, it is really just phase one of a number of changes that we are making and she would like to walk through them with the Board today. You will see me back here again because there will be other resolutions at least one more resolution that the Board will either have to create initially or update from previous times. The good news is we do not have our funds invested with many banks, but in this process we are also looking to begin relationships with a couple of other banks. In looking at the rate of return on our investments, she kind of wants to cry because it is so pathetic. The reason for that is the very conservative investment resolution FPUA abides by and all of the investments and the measurement of how well or poorly our investments perform are all based on this State Board of Administration Florida Prime Account. It shows in the middle of the display. All of the other banks FPUA invests in and they are qualified public depositories in accordance with Chapter 2A of the Florida Statutes. Basically they have to categorize the funds FPUA has in their banks and they assure us they will return our money, it does not have anything to do with FDIC Insurance. Mrs. Penick said the State Board of Administration is a slightly higher paying investment FPUA has a reasonable amount of money in. What probably none of the folks on the Board remember, in 2008 the State Board of Administration had a bit of a problem with this investment and what they did at that time is they took the good investments and put them in one account. They took the other investments that were not so good and put them in another account. The money that went in that other account, if you had to get that money out, you paid dearly to get the money back. If you did not need it, you let it sit there, it sat there earning no interest until 2014 at which point and during that whole time we got a little bit of principle every month back as they got out of the bad investments they had invested in.

Mrs. Penick said in spite of what Mr. Tompeck may have told you, the money is not in the corners of my office, they are actually invested in these banks and they are very safe, just not earning a lot of money. She recognizes we had to make contact with all the banks anyway, she reached out to any banks that had branches in the City of Fort Pierce. With one possible exception, Trustco is down in Stuart, but they had actually contacted FPUA and were quite accommodating. That transaction has actually been completed, it did not require Board approval, but we have

opened up a certificate of deposit with them. The rates for the CDs that we are in the process of creating or adding to, the interest rates range from 1.41% to 1.55%. There were five banks, three of which quoted less than ½% and two that basically could not be bothered with us and those were the bigger banks. There are some smaller banks that are not even qualified public depositories so we could not invest with them even if we wanted to. This is kind of where we have landed, which is phase one and in addition to the adoption of the resolution for PNC Bank, which is just one of a number of them, we are in the process of replacing Nina with Barbara on all the accounts. Some of these accounts had not been updated since 2017 and so those names needed to be changed. We are actually doing a transfer out of the PNC Bank money market account into a Certificate of Deposit (CD) to improve the rate of return. That money market was created in the days when it had a better rate of return than CDs or CDARs, something we invested in some time ago was the CDARs program which is kind of tied to FDIC Insurance. Again, the interest rates were so dismal and it required a lot of administrative work to keep up with it, we discontinued doing that many years ago. We are moving money within the same bank, but we are opening two new \$1 million CDs and before she could get the paperwork to do that from TD Bank, she had to bring this to the Board for approval. We did add \$300,000 to a CD with CenterState Bank, we have four CDs with CenterState Bank and they are all tied to the cleanup loans. We are now released from the requirement that they stay with CenterState, but they have been accommodating in terms of give FPUA a decent interest rate to incur to just leave the money there and we basically rounded up. We rounded up the \$700,000 loan CD that we rounded up to make it \$1 million and we may very well do that as the others come due. We also have a Certificate with Seacoast Bank that is going to be renewing in the next month and we may be adding to that. Mrs. Penick said she thinks that is all she has if the Board has any comments or questions, please let her know. She said there is a number of things we are asking you to approve here, the resolution is simply one component of it and the resolution may need to go separately.

Mr. Matthews said he noticed on the chart and asked why she did not include SunTrust and Bank of America.

Mrs. Penick said SunTrust is not SunTrust any more, they are now Truist and have merged with BD&T and they were not interested in doing a CD for FPUA. She said they really wanted our demand deposit and the rest of our business and that will come up for Request for Proposals (RFP) in two years.

Mr. Matthews asked what bank is doing FPUA's operational accounts.

Mrs. Penick said Seacoast. She said these are just investments, they do not include our checking accounts and those were done through an RFP process three years ago.

Mr. Matthews asked if the CDs should be in a bank that we are moving the bigger dollars.

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Mrs. Penick said that is why we have the CD in Seacoast. She said what the insured cash sweep does it sweeps our checking accounts each night and insures they are invested rather than earning nothing. It is not an overnight repurchase agreement, but it is similar. The vast majority of the money we have is with Seacoast who is our main bank.

Mr. Matthews asked how many years can you leave the CDs without getting penalized.

Mrs. Penick said these are in the vicinity of 12 to 18 months and one is actually seven months, but we do not need to take the money out. She said we will never get penalized. The interest rates on the longer term CDs were less than the shorter term CDs consistently. If you want to put it away for ten years, do not bother and plus if the interest rates go up then you are stuck with a CD that does not earn a very good rate of return.

Mr. Matthews said from his banking experience for 25 years, to him it means you would shop regular, you yourself as a person. He said you would call the bank up 1 ½ years down the road and ask the going price. That is the way you deal with the business and also on the other hand you say I have been your customer for five years now, what is in the deal for me.

Mrs. Penick said that is exactly what we do as the CDs renew.

Mr. Matthews asked if we are going to be stuck when we pass this resolution that we cannot move it.

Mrs. Penick said no, the resolution today basically allows us to do business with PNC Bank, that is really all the resolution represents. She said you as the Board recognize we are doing banking with PNC Bank. We expect to see a revised resolution or some form thereof from Seacoast, CenterState Bank possibly, and TD Bank for sure. Mrs. Penick said she will have to bring those all back to the Board. She said PNC Bank wanted to see that the Board blessed the whole process first, so this is just Phase one and hopefully they can all be knocked out at the next Board meeting.

Mr. Matthews said the one that is doing the merger, SunTrust, and asked if will we get hurt with the merger.

Mrs. Penick said no because we do not deal with them at all. She said we do not deal with SunTrust or BD&T and she believes CenterState has been bought out recently too.

Ms. Cavalcanti said it is next year or a year from now and it is a merger, not a buyout.

Mrs. Penick said thank you and it is coming.

Mr. Matthews asked if we have any stock investments in any of these.

Mrs. Penick said no and that is exactly the point, we are not authorized to make those kinds of investments, those are riskier. She said the goal of FPUA is to preserve principle so we do not lose any money. That is why our earning rates are so poor, kind of sad that I am happy that we are earning 1.5%. Many of us remember the days with much higher rates, but as a public depositor, there are many strings attached when we deposit money in the banks. There is a form they have to sign and give back to us and we do a report to the State every year. They have to collateralize the funds and heaven knows what forms they have got to fill out on a monthly/quarterly basis or annually basis, she has no idea.

Mr. Matthews asked if FPUA has had a situation where we have capped out on the rules of the bank and had to withdraw the money.

Mrs. Penick said no, in the past we have approached banks that although they were qualified public depositories, they could not bear for us to give them \$1 million to invest, they simply could not do it.

Mr. Matthews who is the 1.55% interest with.

Mrs. Penick said there are four of them and those are just the ones she has either opened up or renewed. She said we do provide the Board a little bit more detail in the quarterly operating results, but you have not seen September yet or December. This is kind of a sneak peek into the future because we have more information in the quarterly. It tells you how much interest we earned for the quarter and how that compares to the State Board of Administration because that is our baseline. Very rarely do we earn as much as that which is invested in the State Board of Administration. We could put more money into the State Board of Administration if there was an appetite for that risk.

Mr. Matthews asked if the signees on the account are the Chairman and Director.

Mrs. Penick said it is not the Chairman, the Board Members do sign on the accounts. She said it is the Director of Utilities, the Director of Financial Services, and the Director of Utility Support Services, just so there is a backup because of turnover and retirements. Seacoast we actually have the Director of Electric & Gas as well as the Director of Water/Wastewater on that account. We went a little crazy when we changed them all over in 2017.

Mr. Matthews asked if there are any bonding requirements of the person signing.

Mrs. Penick said no, but she as Director of Financial Services has a bonding requirement and Barbara will as well when Nina is gone. She said there are requirements as the Director of Financial Services and we also have bonds on our Customer Service employees, all the people that are handling cash in Customer Service.

Mayor Hudson asked if Ms. Cavalcanti wanted a motion on the resolution first.

Ms. Cavalcanti said yes and asked Mrs. Mazzarella to read the title into the record.

Mrs. Mazzarella read the title into the record as follows: "Resolution No. UA 2020-01: Master Resolution and Authorization for Depository Accounts and Treasury Management Services".

A motion was made by Mayor Hudson, seconded by Mr. Matthews, and unanimously carried to adopt Resolution No. UA 2020-01 PNC Bank Master Resolution.

A motion was made by Mayor Hudson, seconded by Mr. Matthews, and unanimously carried to approve authorization for Depository Accounts and Treasury Management Services, replacing Nina Penick as authorized signer for all bank accounts with Barbara Mika, adding John Tompeck and Javier Cisneros as authorized signers to replace former Director of Utilities and Director of Shared Services, moving \$7,212,188.10 from a money market account to a Certificates of Deposit (CD) with PNC Bank, N.A., of Wilmington, DE, investing in new \$1 million CDs with: TD Bank, N.A. of Wilmington, DE (Fort Pierce branch), Trustco Bank of Glenville, NY (Stuart branch), adding principal of \$300,000 to CD with CenterState Bank, N.A., of Winter Haven, FL (Fort Pierce branch).

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Mr. Tompeck said on January 28<sup>th</sup>, Mr. Mimms sent out a note to the Board on utilization of sales revenue from the last voluntary cleanup tax certificate. He has proposed using the funds for economic development purposes. As a follow-up to that memo, I sent you an email on January 29<sup>th</sup> which identified staff's position and alternate uses of the funds for the benefit of our rate payers. Please respond to Mr. Mimms with your thoughts on the subject and contact me if you have any questions.

Mr. Tompeck said he is pleased to announce that Josh Gang, our Director of Regulatory Affairs, has been admitted to the Florida Bar so you do not have to trust him anymore.

The Board Members congratulated Mr. Gang.

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Mayor Hudson said the subject Mr. Tompeck just talked about, you can also contact the City Commissioners in addition to Mr. Mimms. She said you just cannot contact her because that is a violation of Sunshine since she serves on both Boards. You can give your thoughts to any City Commissioner.

Mayor Hudson said she would like to share with this Board and she already talked to Mr. Tompeck about this. She said at the Strategic Planning at the City last Friday, there were several issues that were brought to the Commission that had been talked about the day before when the staff had their long range strategic planning. Concerns about relationships between the FPUA and the

**February 4, 2020**

**Page 24**

City of Fort Pierce and the specific things that were brought up were permits from the Building Department. Apparently, there is an understanding from the Building Department at the City of Fort Pierce that the FPUA is not going to apply for permits anymore and she does not understand that. She is not exactly sure what that is and she has talked to Mr. Tompeck about it and is sure they will hear more about that later so we understand it.

Mr. Tompeck said we are trying to chase that down, but we will always continue to pull permits where they are required, there is no question about that.

Mayor Hudson said it is against the law not to for the ones that are required so she did not understand that. She said it caused a great deal of conversation and so she would like to clarify that so we are on the same page with the City. Also, there was something voiced about street lights not being a priority of the UA when the street lights are out in the City. Mayor Hudson said Mr. Tompeck and she talked about that and we are going to try and chase that down too. There was also a discussion about annexation and being on the same page with the City and the FPUA. There was a discussion of the Commissioners about these concerns without us having a lot of the information because we did not hear it firsthand. She did talk to Mr. Tompeck about it and so she thinks it should be something that for sure should be on our long range planning agenda. Also, something Mayor Hudson would like Mr. Tompeck and Mr. Mimms to meet and discuss because she does not think there has been great communication for a while now on City and FPUA working together and she would like to get back on that same page with the City and the FPUA.

Mr. Tompeck said as a quick follow up, FPUA staff is meeting with Mike Reals on Thursday on the street lights. He said there are a couple of different issues there some of them has to do with street lights on the island that are obsolete that we are having trouble getting parts for, we cannot get parts for. There are some other issues as well and hopefully we will be able to iron those out.

Mr. Tompeck said in terms of the annexations, staff met with Jennifer Hofmeister last week and we need some specific information on the help the City needs. He said we are not sure of exactly what you need at this point.

Mayor Hudson said it is something we talked about at last year's long range planning and we aired it and there was a lot discussion about what had happened in the past and what should happen in the future. She is not clear on it herself and but she thinks it is something it would be a good thing for our ratepayers and the City if we are all on the same page about annexation and that is about as much as she knows about it right now.

Mr. Matthews said he thinks it is very important we follow through on this tax certificate conversation. He said he spoke as a citizen at one meeting, but one of the technicalities is we cannot find the minutes of that particular meeting, he thinks it was November 12<sup>th</sup>. The other

problem is the votes were 2/2. Commissioner Perona was out and all of us or one of us at a time need to talk to him because you already know how the other two persons voted. We need to make sure that Mr. Perona does not join in with the two that do not want to as he calls it "act right" to participate with the tax certificate response. Mr. Matthews said he is planning on staying on top of it as a Board Member. He said the record shows it was done in 2015, but he has come to the conclusion that he told his high school that you do right because it is right to do right and he thinks it should not even be a conversation. It is rightfully the UA's money and that is the ratepayers.

Mr. Bey said he whole heartedly agrees with Mr. Matthews and said the City Commission at the time with great conviction said the money should come back to FPUA. He said any attempt to go against that raises questions in his mind about what the City Commissioner actually has in mind, especially in light of them saying cumbia we need to work together and all of that. He agrees with Mr. Matthews 100%.

Mayor Hudson said that is why it is important to talk to the Commissioners themselves. She would like to point out that Mr. Tompeck is on the Executive Committee of the EDC now as of today.

Ms. Cavalcanti and Mayor Hudson congratulated Mr. Tompeck.

Mr. Tompeck said you get on the Executive Committee by how much money you donate to the EDC, that is the way it works.

Mayor Hudson said she expects we will get something out of it. She said all these companies are going to Port St. Lucie and we want them here.

Mr. Tompeck said we do.

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There being no further business, the meeting was adjourned.

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

D-1

# Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



## Board Submission Form

2/4/2020

**Department:** 56 - Electric & Gas Engineering

**Board Meeting Date:** 02/18/2020

**Item Type:** Consent Agenda

**Subject:** Single Phase Voltage Regulators

**Recommendation:**

RFP No. 20-11: Accept the Proposal for the purchase of eleven (11) Voltage Regulators from Gresco Utility Supply, Inc., of Wildwood, Florida, in an amount not to exceed \$173,456.88 annually. The initial term of the PO Contract will be from February 18, 2020 through February 17, 2021 with four one-year renewal options.

**Reviewed By Attorney:** No

**Funds Available From:**      No Funds Needed   X   Budgeted      Contingency

**Approvals:**

**System Director:** JAKUBCZAK, PAUL A. Jan 31 2020 3:14PM

**Director of Finance:** MIKA, BARBARA A. Jan 24 2020 4:54PM

**Director of Utilities:** TOMPECK, JOHN K. Feb 3 2020 6:02PM



Memorandum

**TO:** John K. Tompeck, P.E., Director of Utilities  
**THROUGH:** Paul A. Jakubczak, P.E., Director of Electric & Gas Systems  
**FROM:** Joseph L. Lammers, P.E., Supervising Engineer  
**DATE:** February 04, 2020  
**SUBJECT:** **Single Phase Voltage Regulators**

**RECOMMENDATION:**

RFP No. 20-11: Accept the Proposal for the purchase of eleven (11) Voltage Regulators from Gresco Utility Supply, Inc., of Wildwood, Florida, in an amount not to exceed \$173,456.88 annually. The initial term of the PO Contract will be from February 18, 2020 through February 17, 2021 with four one-year renewal options.

**SUMMARY/SUPPORTING INFORMATION**

Voltage regulators operate to keep voltage levels within programmed limits to improve power quality and maintain system stability. They are compatible with SCADA and automation distribution systems. FPUA is proposing to purchase new regulators to replace aging regulators at existing substations.

The vendor selected for this RFP was evaluated on total cost, compliance with FPUA technical specifications, compliance with FPUA Terms and Conditions and the regulator's manufacturing origin. The proposals with lower prices than the selected vendor were either administratively rejected due to not meeting FPUA requirements, missing certain technical specifications necessary for evaluation or missing terms and conditions necessary for evaluation.

FPUA shall purchase eight (8) single phase, Type A Step Voltage Regulators rated for 250kVA and three (3) single-phase, Type A Step Voltage Regulators rated for 333 kVA annually.

The Request for Proposal (RFP) was uploaded to DemandStar on November 8, 2019 and was advertised on November 14 and 20, 2019, with the opening at December 12, 2019. The RFP was sent to 312 vendors; eleven (11) vendors requested specifications with six (6) responding, resulting in a 55% response rate. Of the six (6) responding proposals, none were local vendors. A recommendation was received from the Director of Electric & Gas Systems to request authorization from the Board to accept the best evaluated proposal from Gresco Supply, Inc.

**ALTERNATIVES (IF ANY):**

Do not accept proposal. Select a higher priced proposal or go back out to Bid.

**ATTACHMENTS:**

Proposal Tabulation

## FORT PIERCE UTILITIES AUTHORITY TABULATION OF PROPOSALS

Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

<b>RFP ON:</b>	<b>SINGLE PHASE VOLTAGE REGULATORS</b>
<b>RFP NUMBER:</b>	20-11
<b>DATE/TIME:</b>	December 12, 2019 @ 3:30 PM
<b>RECOMMENDED AWARD:</b>	Gresco Utility Supply, Inc.

<b>RESPONSE</b>
6 of 6 = 100%
"No Bid"
Total = 100%
Local: 0 of 6 = 0%

SINGLE PHASE VOLTAGE REGULATORS						
VENDOR	PKG QTY	MIN ORDER QTY	NUMBER OF DELIVERY DAYS	250 kVA UNIT PRICE	333 kVA UNIT PRICE	TOTAL PRICE
Tri-State Utility Products, Inc. Marietta, GA	1	8/3	126	110 kV BIL \$13,880.00	110 kV BIL \$14,700	\$155,140.00
Electric Supply of Tampa, Inc. Tampa, FL	n/a	n/a	154	110 kV BIL \$14,420.00	110 kV BIL \$16,530	\$164,950.00*
Electric Supply of Tampa, Inc. Tampa, FL	n/a	n/a	154	150 kV BIL \$24,445.00	150 kV BIL \$26,470	\$274,970.00*
Gresco Utility Supply, Inc. Forsyth, GA (Wildwood, FL)	1	1	294	110 kV BIL \$15,325.86	110kV BIL \$16,950	\$173,456.88***

Anixter, Inc. Glenview, IL	1	1	266	110 kV BIL \$15,809.00	110kV BIL \$17,488	\$178,936.00
Flanders Electric Motor Service, Inc. Evansville, IN (Lakeland, FL)	n/a	n/a	40 weeks	95 kV BIL** \$30,611.00	95 kV BIL** \$33,329	\$344,875.00
Stuart C. Irby Company Jackson, MS	1	1	266	95 kV BIL** \$13,059.00	95 kV BIL** \$13,895	\$146,457.00

\*Error in addition, corrected.

\*\*Per Addendum No. 1, FPUA will not accept the Standard 95 kV BIL.

\*\*\*Best Evaluated

D-2

# Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



## Board Submission Form

2/11/2020

**Department:** 32 - Information Technology Services

**Board Meeting Date:** 02/18/2020

**Item Type:** Consent, Contract Agreement

**Subject:** FPUAnet Core Switches Upgrade

**Recommendation:**

POA 20-24: Approve the Contract with United Data Technologies, Inc., of Miami, Florida, in an amount not to exceed \$57,680.70 for the FPUAnet Core Switches Upgrade with five years of annual maintenance included, under the WSCA-NASPO Cooperative Purchasing Organization Data Communications Products and services 14-19 administered by the State of Utah Master Agreement and State of Florida Alternate Contract Source No. 43220000-WSCA-14-ACS. The annual maintenance plan is for the period of February 5, 2020 and ending five years after the final installation and acceptance by FPUA.

**Reviewed By Attorney:**

**Funds Available From:**  No Funds Needed  Budgeted  Contingency

**Approvals:**

**System Director:** CISNEROS, JAVIER Feb 10 2020 9:30AM

**Director of Finance:** MIKA, BARBARA A. Feb 10 2020 5:14PM

**Director of Utilities:** TOMPECK, JOHN K. Feb 11 2020 10:44AM



Memorandum

**TO:** John K. Tompeck, P.E., Director of Utilities  
**THROUGH:** Javier Cisneros, P.E., Director of Utility Support Services  
**FROM:** Thomas A. Fryar, I T Services Manager  
**DATE:** February 11, 2020  
**SUBJECT:** FPUAnet Core Switches Upgrade

**RECOMMENDATION:**

POA 20-24: Approve the Contract with United Data Technologies, Inc., of Miami, Florida, in an amount not to exceed \$57,680.70 for the FPUAnet Core Switches Upgrade with five years of annual maintenance included, under the WSCA-NASPO Cooperative Purchasing Organization Data Communications Products and services 14-19 administered by the State of Utah Master Agreement and State of Florida Alternate Contract Source No. 43220000-WSCA-14-ACS. The annual maintenance plan is for the period of February 5, 2020 and ending five years after the final installation and acceptance by FPUA.

**SUMMARY/SUPPORTING INFORMATION**

The two current network core switches used by FPUAnet are nearing end-of-life. The two new integrated network core switches are built on innovative virtual switching technology that provides greater redundancy, capacity, and scalability at a lower administration cost. The switches will integrate seamlessly with the existing network infrastructure while increasing the reliability and delivery of highly available network communication that will greatly enhance disaster recovery and customer satisfaction.

**ALTERNATIVES (IF ANY):**

Continue maintaining existing core switches that are nearing or at end-of-life, potentially resulting in a long-term cost increase and/or extended downtime, which may cease to function as the systems ages, and could prevent any communication growth for FPUAnet.

**ATTACHMENTS:**

FPUA Contract

**FORT PIERCE UTILITIES AUTHORITY CONTRACT  
FOR  
FPUANET CORE SWITCHES UPGRADE**

Contract is made between Fort Pierce Utilities Authority (FPUA) and United Data Technologies, Inc., of the City of Miramar, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

**Section 1**

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

**Section 2**

Contractor is hereby contracted with to perform the following services: purchase of core switches with remote installation support and five (5) years of maintenance in accordance with POA 20-24 and Contractor's Quote and Statement of work (SOW) included as Attachment A appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

**Section 3**

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site:

206 S. 6th Street, Fort Pierce FL.

1701 South 37th Street, Fort Pierce, FL.

**Section 4**

The job upon which Contractor is to perform the services shall be referred to as the FPUAnet Core Switches Upgrade, POA 20-24 job.

**Section 5**

Contractor shall be paid by FPUA in the following manner: monthly and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received.

Total job price: not to exceed \$57,680.70 (fifty seven thousand six hundred eighty dollars and seventy cents) on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

**Section 6**

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

**Section 7**

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Contractors SOW (Attachment A). All requirements of this section shall be approved by FPUA.

**Section 8**

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

**Section 9**

This Contract shall commence on February 5, 2020 and end on the date that is five (5) years after the final completion of the work and written acceptance by FPUA. This Contract will remain in effect in the event of a natural disaster or other emergency event.

**Section 10**

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

**Section 11**

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

**Section 12**

FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and

Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

- i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:
- ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
- iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
  - a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
  - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
  - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at

FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

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

- C. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

**Section 13**

- A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
- F. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for

\$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the foregoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

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

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

- 1) Keep and maintain public records required by FPUA to perform the service;
- 2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;
- 4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

- H. Trade Secret or Confidential Material. If Contractor considers any information related to this Contract or the services to be provided FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection

to protect its Confidential Material from disclosure. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA for all claims, costs, fines, and attorney's fees arising from or relating to the designation of Confidential Material.

[signatures are on the following page]

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

Signed, sealed and delivered in the presence of:

UNITED DATA TECHNOLOGIES, INC.

BY: [Signature]  
Signature/Officer of Firm (Manual)

Fernando Fernandez  
Name (Typed or Printed)

TITLE: CFO

STATE OF: Florida

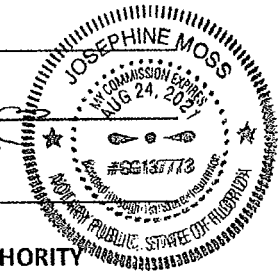
COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 4th day of February, 2020, by Fernando Fernandez, CFO, of United Data Technologies, Inc.  
Officer of Firm Title Name of Firm  
a Florida corporation, on behalf of the corporation.  
State

He/She is personally known to me or has produced \_\_\_\_\_  
as identification.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_



ATTEST:

FORT PIERCE UTILITIES AUTHORITY

\_\_\_\_\_  
Secretary  
(FPUA Seal)

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:

BY: [Signature]  
Fort Pierce Utilities Authority Attorney

ATTACHMENT A



**United Data Technologies**  
 2900 Monarch Lakes Blvd Suite 300  
 Miramar FL, 33027  
 Tel: (954) 308-6000 Fax:  
[www.udtonline.com](http://www.udtonline.com)

**Quotation No** AAAQ43842-02  
**Date:** Wednesday, September 4, 2019  
**Quoted by** Terry Chandler  
 terry.chandler@udtonline.com  
**Tel:** **Fax:**

**Quote For:**

**Fort Pierce Utilities Authority**  
**Doug Pupard**  
 206 S 6th Street  
 Fort Pierce, FL 34950

**Ship To:**

**Fort Pierce Utilities Authority**  
**Doug Pupard**  
 206 S 6th Street  
 Fort Pierce, FL 34950

**Tel: (772) 466-1600**

**Fax:**

**dpupard@fpua.com**

**Terms:**

**Net 45**

**Quotation No:** AAAQ43842-02 for Doug Pupard dpupard@fpua.com

Line	Qty.	Part Number	Description	Price	Extended Price
1		<b>Contracts - Hardware: NASPO ValuePoint DataCom Contract Number AR233 (14-19)</b> <b>Term: September 17, 2014 through May 31, 2020</b> <b>See Cisco Price Catalog published 7.23.2019</b>			
2	2	C9500-16X-A	Catalyst 9500 16-port 10Gig switch, Advantage List Price \$16,535.01 NASPO DVP Price \$10,747.76	\$9,259.61	\$18,519.22
3	2	CON-SNTP-C95K16XA	SNTP-24X7X4 Catalyst 9500 16-port, 5 years List Price: \$1,907.55- 1 year Contract Price: \$1,716.80 - 1 year	\$8,107.09	\$16,214.18
4	2	S9500UK9-169	UNIVERSAL	\$0.00	\$0.00
5	2	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	\$0.00	\$0.00
6	2	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling List Price \$2,100.00 Contract Price \$1,365.00	\$1,176.00	\$2,352.00
7	4	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00

ATTACHMENT A

**Quotation No:** AAAQ43842-02 for Doug Pupard dpupard@fpua.com

Line	Qty.	Part Number	Description	Price	Extended Price
8	2	C9500-NM-BLANK	Catalyst 9500 network module blank cover	\$0.00	\$0.00
9	2	C9500-DNA-16X-P	C9500 DNA Premier , 16X Port, Term License	\$0.00	\$0.00
10	2	C9500-DNA-L-P-5Y	C9500 DNA Premier 12Q/16X / 24Y4C 5Year Term License List Price \$12,600.00 Contract price \$8,190.00	\$7,056.00	\$14,112.00
11	50	ISE-BASE-T	ISE BASE Term License	\$0.00	\$0.00
12	50	ISE-BASE-TRK-5Y	ISE BASE Tracker Term 5Y	\$0.00	\$0.00
13	50	ISE-PLS-T	ISE PLS Term License	\$0.00	\$0.00
14	50	ISE-PLS-TRK-5Y	ISE PLS Tracker Term 5Y	\$0.00	\$0.00
15	50	SWATCH-T	StealthWatch 1 FPS Term License	\$0.00	\$0.00
16	50	SWATCH-TRK-5Y	ISE BASE Tracker Term 5Y	\$0.00	\$0.00
17	2	NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment	\$0.00	\$0.00
18	10	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM List Price \$995.00 Contract Price \$646.75	\$557.20	\$5,572.00
19	<p align="center"><b>UDT Services</b></p> <p align="center"><b>GSA Schedule 70 / 132 51 Information Technology Professional Services</b></p> <p align="center"><b>Contract #GS-35F-538GA</b></p>				
20	5	GSA 132 51	Senior Systems Engineer hourly remote consulting Customer will be invoiced only for hours utilized	\$182.26	\$911.30
21	<p><b>Please make PO payable to UDT, 8825 NW 21st Terrace, Doral FL 33172</b></p> <p><b>Email to: psinsidesales@udtonline.com or FAX: 305-882-0436</b></p>				
22	<p><b>Account Manager: Terry Chandler 407-830-1029</b> <b>terry.chandler@udtonline.com</b></p> <p><b>Inside Sales Partner: Jason Motter 786-364-6012</b> <b>jason.motter@udtonline.com</b></p>				

ATTACHMENT A

Quotation No: AAAQ43842-02 for Doug Pupard dpupard@fpua.com

Line	Qty.	Part Number	Description	Price	Extended Price
				Sub Total	\$57,680.70
				Sales Tax	\$0.00
				Shipping	\$0.00
				<b>Total</b>	<b>\$57,680.70</b>

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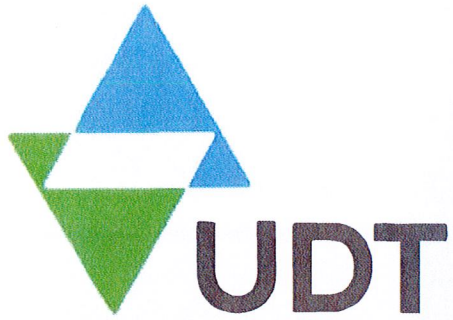
Ask your UDT representative how you can save thousands using Managed Services

Accepted by: \_\_\_\_\_

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

Please write bill to and ship to addresses below if different from quotation.

Order Number: \_\_\_\_\_



## Statement of Work



### CORE SWITCH UPGRADE T&M SUPPORT

PREPARED FOR: FORT PIERCE UTILITIES AUTHORITY





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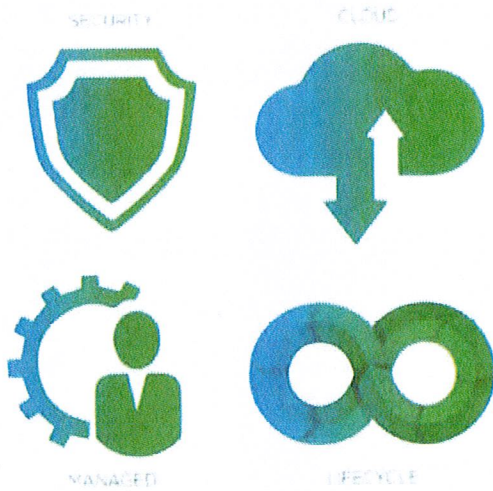


EXECUTIVE SUMMARY

Thank you for giving UDT an opportunity to earn your trust and business. Outlined in this proposal is UDT's solution to deliver remote T&M support for the FPUA Core switch upgrade.

UDT is a privately-owned minority business headquartered in Miramar, Florida, with thirteen locations across five states. We focus on delivering advanced technical solutions to small, mid-market and enterprise customers. UDT is recognized as an industry-leader in the technology solutions arena.

Founded in 1995, UDT quickly established its reputation as the technology resource of choice for its clients. Our organization subscribes to a **Total Solutions Approach** that includes traditional **Consulting, Design, and Engineering Services**; as well as a unique approach to **Managing Infrastructure, Security, Cloud, and Device Lifecycles** for our customers.



UDT takes the guesswork out of the process, creating customized integration plans and providing detailed, long-term strategies that align with our client's business objectives.

We look forward to forging a strong business partnership. Thank you for your trust and support.

Sincerely,

Terry Chandler  
Sr. Account Manager





## PROJECT OVERVIEW

Fort Pierce Utilities Authority (FPUA) is a local municipal or public power utility. Fort Pierce is one of more than 2,000 communities in the United States served by a community-owned electric utility, and one of a very few who also provide water, wastewater, natural gas, and Internet services.

FPUA is replacing the existing core switches with a pair of Cisco Catalyst 9500-16X-A switches. FPUA will be performing this migration internally but would like UDT support on an on-call basis. UDT will respond on a best-effort basis to calls but makes no guarantee on response time. All work done by UDT on this project will be remote.

## PROJECT CONTACTS

	Client Sponsor	UDT Account Manager
Name	<b>Doug Pupard</b>	<b>Terry Chandler</b>
Title	IT Services Network Supervisor	Public Sector Account Manager
Email	dpupard@fpua.com	<a href="mailto:tchandler@udtonline.com">tchandler@udtonline.com</a>
Address	206 S. 6th Street Fort Pierce, FL 34950	2900 Monarch Lakes Blvd, Ste. 300 Miramar, FL 33027
Phone	772-466-1600	407-830-1029

## PROJECT TASKS

- Provide remote best-effort support during the FPUA Core switch migration project.
- Support will be billed in 1-hour increments.

## OUT OF SCOPE

- UDT is responsible only for performing the Services described in this SOW.
- UDT make no guarantees on response time for this engagement.

## CLIENT RESPONSIBILITIES

- Provide relevant diagrams and documentation on existing architecture
- Provide remote access to FPUA network
- Plan, stage, implement and support solution.



**BILLING SCHEDULE AND PAYMENT TERMS**

**TIME AND MATERIALS**

UDT Services will be provided on a time, materials, and expense basis. The estimate provided is a good faith estimate but may be exceeded. If additional hours are required, the client will be notified prior to any additional work is performed in excess of this Agreement. UDT will invoice the Client on a monthly basis for the hours used.

Milestone	Cost
Hourly Rate	\$ 182.26
Number of Hours	5
Total	\$911.30

Materials are billed upon delivery upon destination. All other out of pocket expenses, including reasonable transportation, meals and lodging expenses incurred to perform any of the services outlined hereunder are billed on a monthly basis as incurred.

Upon completion of the services, UDT shall send an invoice to the Client along with a Completion Form.

**PAYMENT TERMS**

All invoices are due and payable net forty-five (45) days from the date of invoice unless negotiated otherwise in writing by the Parties. UDT reserves the right to charge Client a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. UDT further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorney’s fees) and costs associated with such collection. If Client elects to pay for the Services by using a Credit Card, Client shall provide UDT with valid and updated credit card information. If Client provides credit card information to UDT, Client authorizes UDT to charge such credit card for all Services listed in this Agreement, unless otherwise agreed to in writing by the Parties.



## SCHEDULING AND WORK HOURS

UDT consulting services will be performed between 8:00am and 5:00pm (local time), except for UDT holidays, unless after-hours or weekend work is requested or required. If UDT is providing Staff Augmentation resources under this Agreement, all time worked in excess of forty (40) hours per week shall be billed at a rate of time and one-half (1.5X) the hourly rate set forth herein.

## CHANGE REQUEST PROCESS

If the parties wish to change or modify an existing Statement of Work, they shall execute a written statement that references the specific Statement of Work by date, purchase order number, or other identifier, and describes the requested changes using the form set forth in Schedule A-1 (a "Change Order"). No changes to a SOW shall become effective until both parties have mutually agreed upon and executed the Change Order Form. When changes are necessary to analyze a change, UDT will provide a written estimate and begin the analysis on written authorization from the Client. The terms of a mutually agreed upon Change Request will prevail over those of this SOW or any previous Change Request Form.

## TERMS AND CONDITIONS

### MANUFACTURER PRODUCT DEFECTS

UDT is neither a manufacturer of hardware nor a publisher of computer software. Because of this, UDT cannot be held responsible for a functionality or performance defects of any products associated with this engagement. Manufacturer warranties, where extended by the manufacturer, for products sold or otherwise provided by or licensed through UDT (or UDT product partners) are set forth in the end user license agreements and manufacturer warranty statements, and such warranties, if any, are solely those of the manufacturer. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

### EMPLOYEE NON-SOLICITATION

During the term of the Agreement and for a period of twelve (12) months thereafter, neither Party will solicit for employment any employee or contractor of the other who was directly involved in the provision or receipt of the Services. A general advertisement or a request for employment initiated exclusively by the employee is not considered a solicitation. In the event either Party violates this provision and subsequently retains an employee of the other, the Party in breach will pay to the other, as liquidated damages and not as a penalty, an amount equal to twelve (12) month's base salary at the rate provided to that employee by the Party in breach of this provision.



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## NOTICES

Legal notices shall be sent via electronic mail and first class United States mail to the individuals named in the Agreement, and copied to:

To UDT:  
United Data Technologies, Inc.  
Attn: Legal Affairs  
2900 Monarch Lakes Blvd, Ste. 300  
Miramar, FL 33027

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other party or to such other designee as may be set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

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## WARRANTY

UDT warrants that the Services will be performed diligently by qualified personnel and will be of the kind and quality described in the Statement of Work. In performing its obligations, UDT may give advice to Client based on information supplied to UDT by Client or third parties who have expertise or knowledge not held by UDT with regard to services or products necessary for UDT to complete Services, but not originating or endorsed by UDT. UDT will be entitled to rely on that information without assuming responsibility for decisions made by Client based on that advice. Products provided to Client under a Statement of Work that are neither manufactured nor designed by UDT will carry the warranty provided by the manufacturer, if any, and UDT makes no independent warranty with respect to those Products. UDT specifically disclaims any and all warranties and liability related to any Third Party Technology and Hardware. Client's exclusive remedy for breach of this warranty is the correction of defective Services by UDT. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

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## LIMITATION OF LIABILITY

TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE STATEMENT OF WORK, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UDT (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE AS WELL AS LOSS OF DATA OR INABILITY TO ACCESS DATA.



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## INSURANCE

At all times during the terms of this Agreement, UDT shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

- a. Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of UDT under this Agreement;
- b. Worker's Compensation with limits no less than the minimum amount required by applicable law; and
- c. Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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## TRADEMARKS AND INTELLECTUAL PROPERTY

Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Any authorized use shall be subject to the Trademark owner's mark usages guidelines provided to the other or published on its website. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Services, Technology and Hardware, as well as the methods by which the Services is performed and the processes that make up the Services, shall belong solely and exclusively to UDT or the applicable suppliers or licensors, and Client shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Services are protected pursuant to intellectual property laws and treaties. Client may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Services, in whole or in part.

---

## FORCE MAJEURE

UDT will not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, environmental conditions at Premises, suppliers, fire, vandalism, cable cut, power outage, Client's third party contractors, non-performance of Third Party Technology providers specified by Client, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments having jurisdiction over either of the parties, or of any instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties.

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## CONTROLLING LAW, VENUE, AND COSTS OF SUIT

With respect to disputes which may arise as a result of this Agreement in the US, the laws of the State of Florida (exclusive of its choice of law principles) govern this Agreement and the Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Florida, St. Lucie County, in any dispute arising out of or relating to this Agreement.

ATTACHMENT A

FPUA -CORE SWITCH UPGRADE T&M SUPPORT



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ENTIRE AGREEMENT

This agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous agreement or understanding, written or oral.



EXHIBIT A: CHANGE ORDER REQUEST FORM

Requested on "DATE"			
Customer Name:			
Project Name:		Project Sponsor:	
Project Number:		Project Ticket #	Requestor:
Project Phase:		Priority:	High <input type="checkbox"/> Med. <input type="checkbox"/> Low <input type="checkbox"/>
Description of Change:			
Reason for Change:			
Ramifications of Change: Schedule <input type="checkbox"/> Staffing <input type="checkbox"/> Other <input type="checkbox"/> (explain ramifications below)			
Estimated Cost: \$			
UDT Responsibilities			

Response to Change Request

UDT Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Cancelled <input type="checkbox"/>		Client	
Name:		Name:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	



**EXHIBIT B: LETTER OF COMPLETION FORM**

Fort Pierce Utilities Authority

[Company Address]

Certificate of Completion of Services

**RE: Reference Agreement No. and/or Purchase Order Number**

Dear Fort Pierce Utilities Authority

Pursuant to Agreement Number: 00003134 between **UDT** ("UDT") and Fort Pierce Utilities Authority, UDT hereby certifies, by the signature below or electronic signature, as applicable, of its authorized representative, that the services described below and pursuant to the Agreement has been completed on the date indicated below and in accordance with the terms of the Agreement.

Services #	Services Description	Service Completion Date	Invoice Amount (USD)
1.	Completion of		
	<b>Total:</b>		\$
Client Purchase Order No. or Reference Agreement No.		UDT Sales Order Number	

- Total Invoice Amount of Services Completed: \$
- For services that are broken down into phases, is this the last Milestone Completion Certificate?  
**(Yes/No):** \_\_\_\_\_
- Fort Pierce Utilities Authority has **five (5) Business Days** from the receipt of this letter to sign and return this letter to **UDT**.
- Fort Pierce Utilities Authority's signing of this Letter of Completion, or 's failure to return this letter **within five (5) Business Days**, signifies Customer's acceptance that Services listed above have been performed according to this Document.
- Fort Pierce Utilities Authority shall not delegate the task of accepting or assessing completion of the services.

**UDT**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



## Board Submission Form

2/11/2020

**Department:** 21 - Finance

**Board Meeting Date:** 02/18/2020

**Item Type:** Consent Agenda

**Subject:** Regulatory Affairs Salary & Wages Budget Transfer Request

**Recommendation:**

Approve the Budget Transfer Requests for Salaries & Wages in the amount of \$118,684 to the new department, Regulatory Affairs. These budget transfers will cover the period beginning January 6, 2020 and ending September 30, 2020.

**Reviewed By Attorney:**

**Funds Available From:**      No Funds Needed   X   Budgeted      Contingency

**Approvals:**

**System Director:** MIKA, BARBARA A. Feb 10 2020 9:19AM

**Director of Finance:** MIKA, BARBARA A. Feb 10 2020 5:02PM

**Director of Utilities:** TOMPECK, JOHN K. Feb 11 2020 10:47AM



Memorandum

**TO:** John K. Tompeck, P.E., Director of Utilities  
**FROM:** Barbara A. Mika, Director of Financial Services  
**DATE:** February 11, 2020  
**SUBJECT:** **Regulatory Affairs Salary & Wages Budget Transfer Request**

**RECOMMENDATION:**

Approve the Budget Transfer Requests for Salaries & Wages in the amount of \$118,684 to the new department, Regulatory Affairs. These budget transfers will cover the period beginning January 6, 2020 and ending September 30, 2020.

**SUMMARY/SUPPORTING INFORMATION**

On January 6, 2020, a new directorship was created for Regulatory Affairs. The Board confirmed the appointment of Josh Gang to the Director's position on January 7, 2020 and a new department was created for the Director, Purchasing Program Manager, and Records Management Tech. Staff is requesting approval of the transfer of budgeted Salaries & Wages for the employees impacted by this reorganization. All other budgeted expense transfers will fall within the approval limit of the Director of Utilities and are not included as part of this request. While these budget transfers totaling \$199,568 are not expected to be sufficient, any items over budget will be addressed when the amendment to the FY 2020 budget is proposed.

**ALTERNATIVES (IF ANY):**

Do not transfer budgets at this time and amend the FY 2020 departmental budgets when the amended FY 2020 budget is proposed.

**ATTACHMENTS:**

Budget Transfer Summary-Regulatory Affairs

**Budget Transfer Summary - Regulatory Affairs**  
**January - September 2020**

		<b>ITS</b>	<b>Finance</b>	<b>Regulatory</b>
		<b>32</b>	<b>21</b>	<b>Affairs</b>
				<b>14</b>
Salaries & Wages	1010	\$ (28,452)	\$ (90,232)	\$ 118,684
Advertising	2110	-	(3,791)	3,791
Professional Fees - Consulting	2164	-	(5,169)	5,169
Professional Fees Other	2166	(900)	-	900
Training	2170	(850)	(750)	1,600
Employee Relations	2230	(70)	(100)	170
Professional Memberships	2260	(100)	(400)	500
Retirement	4050	(5,002)	(15,863)	20,865
FICA	4060	(2,177)	(6,903)	9,080
Employees' Insurance	4070	(13,266)	(25,300)	38,566
Workers' Compensation	4600	(81)	(162)	243
		<u>\$ (50,898)</u>	<u>\$ (148,670)</u>	<u>\$ 199,568</u>

D-4

# Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



## Board Submission Form

2/12/2020

**Department:** 66 - Water/WW Engineering

**Board Meeting Date:** 02/18/2020

**Item Type:** Consent, Contract Agreement

**Subject:** Design-Build Services for Water & Wastewater

### Recommendation:

RFQu 14-53: Approve the Continuing Contract with Holtz Consulting Engineers, Inc. (Holtz), of Jupiter, Florida, for Professional Design-Build Services related to water and wastewater systems, effective February 28, 2020 through November 17, 2020, with one one-year renewal option.

**Reviewed By Attorney:** NA (FPUA Standard Contract)

**Funds Available From:**  No Funds Needed  Budgeted  Contingency

### Approvals:

**System Director:** HUTCHINSON, BOWDOIN G. Feb 12 2020 9:15AM

**Director of Finance:** MIKA, BARBARA A. Feb 12 2020 12:14PM

**Director of Utilities:** CISNEROS, JAVIER (Delegate) Feb 12 2020 3:53PM



Memorandum

**TO:** John K. Tompeck, P.E., Director of Utilities  
**THROUGH:** Bowdoin G. Hutchinson, P.E., Director of W/WW Systems  
**FROM:** James Carnes, P.E., Supervising Engineer  
**DATE:** February 12, 2020  
**SUBJECT:** Design-Build Services for Water & Wastewater

**RECOMMENDATION:**

RFQu 14-53: Approve the Continuing Contract with Holtz Consulting Engineers, Inc. (Holtz), of Jupiter, Florida, for Professional Design-Build Services related to water and wastewater systems, effective February 28, 2020 through November 17, 2020, with one one-year renewal option.

**SUMMARY/SUPPORTING INFORMATION**

On October 21, 2014, the Board approved Staff's recommendation to negotiate Contracts with nine Professional Engineering Services and Design-Build Services firms and on November 18, 2014, the Board approved the Contracts with the nine firms. Per Florida Statute 287.055, the Consultants' Competitive Negotiation Act (CCNA), throughout the life of the Request for Qualifications (RFQu), additional firms or individuals may be certified by FPUA as qualified. FPUA is using a Qualification Statement Application based on the RFQu documents. Due to increased market activity, it is in FPUA's best interest to Contract with additional project experts. Therefore, staff is requesting approval to contract with Holtz, who currently has a continuing Contract with FPUA for Professional Engineering Services, and is satisfied with the quality and timeliness of their services.

**ALTERNATIVES (IF ANY):**

Do not approve. This option is not recommended because each project requiring outside design expertise would then need to go through a formal solicitation process, which will impede FPUA's ability to complete critical projects in a timely manner.

**ATTACHMENTS:**

FPUA Continuing Contract

**FORT PIERCE UTILITIES AUTHORITY  
CONTINUING CONTRACT  
FOR  
DESIGN-BUILD SERVICES**

This Contract is made between Fort Pierce Utilities Authority (FPUA) and Holtz Consulting Engineers, Inc., of the City of Jupiter, State of Florida (Firm).

WHEREAS, FPUA has advertised for design-build firms to perform Design-Build Services as defined in the Request for Qualifications (RFQu) No. 14-53 appended hereto and made part of this Contract, associated with the construction, design, and/or analytical studies for Projects (as defined in section 287.055, Florida Statutes) related to water and wastewater systems as may be assigned.

WHEREAS, pursuant to section 287.055, Florida Statutes, and the applicable procedures of FPUA, FPUA has selected Firm to provide some or all of said Design-Build Services;

WHEREAS, Firm is willing and able to perform such Design-Build Services for FPUA within the basic terms and conditions hereinafter set forth; and

WHEREAS, the purpose of this Contract is not to authorize a specific project but to set forth certain terms and conditions which may be incorporated into subsequent Specific Authorizations (as defined herein), appended hereto as Attachment A, for specific projects or services when required.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed that Firm shall serve as FPUA's Professional Representative for those assignments to which this Contract applies. Firm will give consultation and advice to FPUA during the performance of Firm's services in accordance with the RFQu and the terms and conditions set forth in Sections 1 through 17 hereof, and the provisions of the introduction set forth on pages 1 and 2 hereof. In the event of a conflict between the terms and conditions of the RFQu and this Contract, the terms and conditions of this Contract shall control.

FPUA shall, from time to time at its sole discretion, authorize Firm, in writing, to provide professional services under the terms of this Contract. Said authorization will be referred to herein as a "Specific Authorization." Each Specific Authorization will, by mutual agreement, be in a form substantially similar to Attachment A, and set forth:

1. The scope of services
2. The deliverables
3. The time of performance
4. Method and amount of compensation, and
5. The provisions of Sections 1 and 2 of this Contract that are applicable.

The provisions of this Contract will apply to each and every Specific Authorization unless otherwise agreed to in writing.

Firm understands that the execution of this Contract does not guarantee that any work will be awarded to Firm pursuant to a Specific Authorization. Firm further understands that this Contract is not part of a "rotating contract" and that Firm may receive no Specific Authorizations. Firm understands that this Contract does not prevent FPUA from advertising for responses under section 287.055, Florida Statutes, for any Projects FPUA deems appropriate. The parties further agree that either party to this Contract may terminate it with or without cause on thirty (30)-days' notice in writing to the other.

Pursuant to 287.055, Florida Statutes, (i) this Contract shall not apply to, and a Specific Authorization under this Contract shall not be used for, a construction project with an estimated construction cost exceeding \$2 million, or a study activity with a cost exceeding \$200,000; and (ii) Firm shall provide a signed copy of the Truth-In-Negotiation Certificate included in Attachment B to this Contract for any Specific Authorization with a lump-sum or cost-plus-a-fixed-fee amount that exceeds \$195,000 (the threshold amount provided in Section 287.017 for CATEGORY FOUR).

## **SECTION 1**

### **1 BASIC SERVICES OF FIRM**

#### **1.1 GENERAL**

1.1.1 Pursuant to Specific Authorization, Firm shall provide FPUA Design-Build Services in connection with a Project to which this Contract applies as hereinafter provided. The services will include serving as FPUA's Professional Representative for the Project, providing professional engineering and design-build consultation and advice, and furnishing customary engineering and design-build services. Said services are customarily and shall be rendered in phases as set forth in this Section.

1.1.2 It is understood and agreed that Firm designates a "Designated Representative" to represent Firm in all technical and administrative matters pertaining to and arising from the work and performance described in each Specific Authorization.

1.1.3 Firm shall be known as the "Contractor(s)" for services provided under a design build contract.

#### **1.2 STUDY AND REPORT PHASE**

After written authorization to proceed, Firm shall:

1.2.1 Consult with FPUA to clarify and define FPUA's requirements for the Project and review available information.

- 1.2.2 Advise FPUA as to the necessity of FPUA providing, or obtaining from others, information, data or services, and assist FPUA in obtaining such information, data and services.
- 1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve and/or permit the design of the Project and participate in consultations with such authorities.
- 1.2.4 Provide analyses of FPUA's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
- 1.2.5 Provide a general economic analysis of FPUA's requirements applicable to various alternatives.
- 1.2.6 Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the consideration involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to FPUA and setting forth the Firm's findings and recommendations. This report will be accompanied by Firm's opinion of probable costs for the Project, including the following which will be separately itemized:
  - Construction cost
  - Allowance for engineering costs and contingencies
  - On the basis of information furnished by FPUA, allowances for other items such as charges of all other professionals and consultants that may be required for the Project
  - The cost of land and rights of way
  - Compensation for damages to properties
  - Interest and financing charges
  - Other services to be provided by others for FPUA

The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."

- 1.2.7 Furnish five copies of the study and report documents and review them in person with FPUA.

### **1.3 PRELIMINARY DESIGN PHASE**

After written authorization to proceed with the Preliminary Design Phase, Firm shall:

- 1.3.1 In consultation with FPUA and on the basis of the accepted study and report documents, determine the general scope, extent, and character of the Project.

- 1.3.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawing, and outline specifications.
- 1.3.3 Advise FPUA of additional information, data or services that are necessary and assist FPUA in obtaining such information, data and services.
- 1.3.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.
- 1.3.5 Furnish five copies of the preliminary design documents, and present and review them in person with FPUA.

#### **1.4 FINAL DESIGN PHASE**

After written authorization to proceed with the Final Design Phase, Firm shall:

- 1.4.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the contract documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s), hereinafter called the "Drawings and Specifications."
- 1.4.2 Furnish to FPUA such documents and design data as may be required for, and assist in the preparation of, the required documents so that FPUA may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assisting in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.4.3 Advise FPUA of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or construction costs. Furnish to FPUA a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
- 1.4.4 Prepare for review and approval by FPUA, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instruction to bidders, and assist in the preparation of other related documents.
- 1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications, and present and review them in person with FPUA.

## 1.5 BIDDING OR NEGOTIATING PHASE

### 1.5.1 General

Upon request by FPUA and as agreed to in a Specific Authorization, upon written authorization to proceed with the Bidding or Negotiating Phase, Firm shall:

- 1.5.1.1 Assist FPUA in obtaining bids or negotiating proposals for each separate contract for construction, materials, equipment and services, and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, and attend pre-bid conferences.
- 1.5.1.2 Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
- 1.5.1.3 Consult with and advise FPUA as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the Contractor(s) or Firm for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.5.1.4 Consult with FPUA concerning substitutions for specified materials or equipment, and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the bidding documents.
- 1.5.1.5 Attend the bid opening, prepare bid tabulation sheets, and assist FPUA in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

## 1.6 CONSTRUCTION PHASE

During the Construction Phase, if requested by FPUA and agreed to in a Specific Authorization:

- 1.6.1 General Administration of Construction Contract. Firm shall consult with, advise FPUA, and act as FPUA's Design-Build Professional Representative during construction of the project.
- 1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of the Contractor(s) while it is in progress:
  - 1.6.2.1 Firm shall make visits to the site at intervals appropriate to the various stages of construction as Firm deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. In addition, Firm shall

provide the services of a Professional Representative (and assistants as agreed) at the site to assist the Contractor(s) and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, Firm shall endeavor to determine, in general, if such work is proceeding in accordance with the contract documents and Firm shall keep FPUA informed of the progress of the work. Firm's observations shall be for general conformity to the construction contract drawings and specifications for the Project and shall not relieve the Contractor of any of its contractual responsibilities.

- 1.6.2.2 The Professional Representative (and any assistants) will be Firm's agent or employee and under Firm's supervision. The duties and responsibilities of the Professional Representative (and assistants) shall be set forth in the Specific Authorization. However, the Professional Representative's observations shall be for general conformity to the construction contract drawings and specifications for the Project and shall not relieve the Contractor of any of its contractual responsibilities.
- 1.6.3 Defective Work. During such visits and on the basis of such observations, Firm may disapprove of or reject the Contractor(s)' work while it is in progress if Firm believes that such work will not produce a completed Project that conforms to the contract documents or that it will prejudice the integrity of the design concept of the Project as reflected in the contract documents.
- 1.6.4 Interpretations and Clarifications. Firm shall issue necessary interpretations and clarification of the contract documents and, in connection therewith, prepare work directive changes and change orders as required.
- 1.6.5 Shop Drawings. Firm shall review and approve (or take other appropriate action in respect of) shop drawings samples and other data which the Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incident thereto.
- 1.6.6 Substitutes. Firm shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor(s).
- 1.6.7 Inspections and Tests. Firm shall have authority, as FPUA's representative, to require special inspection or testing of the work. Firm shall receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the contract documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the contract documents).

- 1.6.8 Disputes between FPUA and Contractor. Firm shall act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of FPUA and the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.
- 1.6.9 Application for Payment. Based on Firm's on-site observations as an experienced and qualified design professional, on information provided by the Professional Representative and on review of applications for payment and the accompanying data and schedules:
- 1.6.9.1 Firm shall determine the amounts owing to the Contractor(s) and recommend in writing payments in such amounts. Such recommendations of payment will constitute a representation to FPUA, based on such observations and review, work has progressed to the point indicated, and that, to the best of Firm's knowledge, information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation). In the case of unit price work, the Firm's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the contract documents).
- 1.6.10 Contractor(s)' Completion Documents. Firm shall receive and review operating and maintenance instructions, schedules, guarantees, bonds, certificates of inspection, tests, and approvals that are to be assembled by the Contractor(s) in accordance with the contract documents, and shall transmit them to FPUA with written comments.
- 1.6.11 Inspections. Firm shall conduct inspections to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that Firm may recommend, in writing, final payment to the Contractor(s) and may give written notice to FPUA and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

## 1.7 OPERATIONAL PHASE

During the Operational Phase, Firm shall, when requested by FPUA:

- 1.7.1 Provide assistance in the closing of any financial or related transaction for the Project.

- 1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.
- 1.7.3 Assist FPUA in training FPUA's staff to operate and maintain the Project.
- 1.7.4 Assist FPUA in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- 1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during construction, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Firm and which Firm considers significant.
- 1.7.6 In company with FPUA, visit the Project to observe any apparent defects in the completed construction, assist FPUA in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

## SECTION 2

### **2 ADDITIONAL SERVICES OF FIRM**

#### **2.1 GENERAL**

Upon request by FPUA and as agreed to in a Specific Authorization, Firm will furnish or obtain from others additional services of the following types, which are not considered normal or customary basic services. These services may include, but are not necessarily limited to, the following:

- 2.1.1 Preparation of applications and supporting documents (in addition to those furnished under the basic services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project from any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawing of or to investigate existing conditions or facilities, or to verify the accuracy of drawing or other information furnished by FPUA.
- 2.1.3 Services resulting from significant changes in the general scope, extent, or character of the Project or its design including, but not limited to, changes in size, complexity, FPUA's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such revisions are required by changes in laws, rules,

regulations, ordinances, codes, or orders enacted subsequent to the preparation of studies, reports, or documents, or are due to any other causes beyond Firm's control.

- 2.1.4 Providing renderings or model(s) for FPUA's use.
- 2.1.5 Preparing documents for alternate bids requested by FPUA Contractor(s)' work that is not executed, or documents for out-of-sequence work.
- 2.1.6 Investigation and studies involving, but not limited to, detailed consideration of operation, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting FPUA in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by FPUA.
- 2.1.7 Furnishing services of independent professional associates and consultants for services other than the basic services (which include, but are not limited to, customary civil, sanitary, environmental, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.3 when to provide such data or services FPUA employs Firm in lieu of furnishing the same in accordance with paragraph 3.3.
- 2.1.8 Services during out-of-town travel required of Firm other than visits to the site or FPUA's office as required by Section 1.
- 2.1.9 Assistance in connection with bid protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services.
- 2.1.10 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.11 Preparing to serve or serving as a consultant or witness for FPUA in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultation that is included as part of basic services under paragraphs 1.2.3. and 1.4.2.).

## SECTION 3

### **3 FPUA'S RESPONSIBILITIES**

FPUA shall do the following in a timely manner so as not to delay the services of Firm:

- 3.1** Provide all criteria and full information as to FPUA's requirement for the Project, including design objectives and constraints, space, capacity and performance, preferences, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards that FPUA will require to be included in the Drawings and Specifications.
- 3.2** Assist Firm by placing at Firm's disposal available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3** Furnish to Firm, as required for performance of Firm's basic services, the following:
  - 3.3.1** Data prepared by or services of others, including without limitation, surveys, laboratory tests and inspections of samples, materials and equipment;
  - 3.3.2** Environmental assessment and impact statements;
  - 3.3.3** Property, boundary, easement, right-of-way, topographic and utility surveys;
  - 3.3.4** Property description;
  - 3.3.5** Zoning, deed and other land use restriction.
- 3.4** Arrange for access to and make all provisions for Firm to enter upon public and private property as required for Firm to perform services under this Contract.
- 3.5** Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings, substantial completion inspections, and final payment inspections.
- 3.6** Give prompt written notice to Firm whenever FPUA observes or otherwise becomes aware of any development that affects the scope or timing of Firm's services, or any defect or non-conformance in the work of any Contractor.
- 3.7** Furnish, or direct Firm to provide, additional services as stipulated in Section 2 of this Contract or other services as required.
- 3.8** Bear all costs incidental to compliance with the requirements of this Section 3.

## **SECTION 4**

### **4 PERIOD OF SERVICE**

#### **4.1 TERM OF CONTRACT**

This Contract shall commence on February 28, 2020 and end on November 17, 2020. There shall be one (1), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster or other emergency event.

#### **4.2 TERM OF SPECIFIC AUTHORIZATION**

Each Specific Authorization shall specify the Period of Service agreed to by FPUA and Firm for services to be rendered under said Specific Authorization.

## **SECTION 5**

### **5 FPUA'S DESIGNATED REPRESENTATIVE**

**5.1** It is understood and agreed that FPUA designates a representative to represent FPUA in all technical and administrative matters pertaining to and arising from the work and performance of this Contract.

**5.2** The authority of the representative shall include, but not be limited to, the following:

**5.2.1** Examination of all reports sketches, drawings, estimates, proposals, and other documents presented by Firm and rendering, in writing, decisions pertaining there to within a reasonable time so as not to materially delay the work of Firm.

**5.2.2** Transmission of instructions, receipt of information, interpretation and definition of FPUA policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.

**5.2.3** Give prompt written notice to Firm whenever FPUA observes or otherwise becomes aware of any defects or changes necessary in the Project.

## **SECTION 6**

### **6 PAYMENT TO FIRM**

FPUA will compensate Firm for services under Specific Authorization. The fee due to Firm shall be set forth in each Specific Authorization, in accordance with the billing rates in Attachment C, plus reimbursable expenses specifically including, but not limited to, the following:

- Reproduction, printed documents, and drawings at standard rates.
- Postage/Federal Express
- Traveling expenses for personnel, comparable to expenses paid to FPUA employees as stated in the FPUA Finance Manual when traveling on FPUA business.
- Prior to each occurrence in which the traveling expenses exceed \$1,000, such expenses shall be approved and accepted by FPUA, in writing. Pay request shall include receipts as attachments with signature(s) of Firm's employee(s).
- Miscellaneous out-of-pocket expenses as a percentage of the engineering work approved and accepted by FPUA, in writing, based on said Specific Authorization fee.

## SECTION 7

### **7 INSURANCE AND BONDS**

#### **7.1 GENERAL**

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

#### **7.2 INSURANCE REQUIREMENTS**

7.2.1 Firm shall procure and maintain the minimum required limits of insurance for the following categories and types of insurance during the life of each Specific Authorization.

Minimum Required Limits of Insurance - see Attachment D

7.2.2 Firm shall procure and maintain insurance policies in addition to the minimum coverage and amounts for projects during the life of each Specific Authorization. The additional insurance coverage requirements shall be determined by FPUA and provided in each Specific Authorization.

#### **7.3 NOTICE AND STATUS OF CLAIMS**

Notices required under this Agreement shall be sent by certified mail through the U.S. Postal Service, or other common carrier with return receipt requested, with a copy sent by e-mail to the Designated Representative of each party. Firm shall be responsible for keeping FPUA currently advised as to the status of any claims made for damages against

Firm resulting from services performed under this Contract. Firm shall send notice of claims related to work under this Contract to FPUA. Copies of the notices shall be sent to:

To FPUA:

To Firm:

Director of Utilities  
Fort Pierce Utilities Authority  
P.O. Box 3191  
Fort Pierce, FL 34948-3191

\_\_\_\_\_  
\_\_\_\_\_  
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#### **7.4 BONDS**

If the Construction Cost of any Specific Authorization exceeds \$200,000, Firm shall provide FPUA both a Payment Bond and a Performance Bond in amounts equal to 100% of the Construction Cost prior to FPUA issuing Notice to Proceed.

7.4.1 At the discretion of the FPUA Board, Firm may be exempt from providing payment and performance bonds for Specific Authorization up to \$200,000. If the FPUA Board does not exempt Firm, then Payment Bonds and Performance Bonds shall be furnished in an amount at least equal to the Construction Cost as security for the faithful performance and payment of all of Firm's obligations under the Specific Authorization.

7.4.2 These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the Specific Authorization, whichever is later, except as provided otherwise by Laws and Regulations or by the Specific Authorization. Firm shall also furnish such other bonds as are required by the Specific Authorization.

7.4.3 All bonds shall be in the form prescribed by the Specific Authorization except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

If the surety on any bond furnished by Firm is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.4.3, Firm shall promptly notify FPUA and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraph 7.4.3 and the Specific Authorization.

## SECTION 8

### **8 NEGOTIATION DATA**

Firm hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation provided in each Specific Authorization are accurate, complete, and current as of the date of negotiation. It is further agreed that said unit costs provided in each Specific Authorization hereof will be adjusted to exclude any significant sums where FPUA determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by FPUA, in writing, whichever is later. Records of costs incurred under terms of this Contract and each Specific Authorization shall be maintained by Firm and made available to FPUA during the period of each Specific Authorization and for one (1) year after final payment is made. Copies of these documents and records shall be furnished to FPUA, at cost.

## SECTION 9

### **9 OWNERSHIP OF DOCUMENTS**

- 9.1 Except as otherwise provided herein, documents, drawings, and specifications prepared by Firm as part of the services hereunder shall become the property of FPUA, provided, however, that Firm shall have the unrestricted right to their use. Firm shall retain its rights in its standard drawing details, designs, specifications, databases, computer software, and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Firm.
- 9.2 Firm shall not be liable for any use by FPUA of said documents or data if modified in any manner without written approval of Firm.

## SECTION 10

### **10 WORK COMMENCEMENT/PROGRESS/DELAYS**

- 10.1 The services to be rendered by Firm shall commence subsequent to the execution of each Specific Authorization and upon written notice from FPUA. Services will be completed and submitted to FPUA as specified in each Specific Authorization.
- 10.2 Firm agrees to provide a schedule for performance of the contracted services, with milestones for significant elements, within 15 days of receipt of the Notice to Proceed and, thereafter to provide monthly progress reports. FPUA will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by Firm and of the details thereof.

- 10.3** In the event there are delays on the part of FPUA or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by Firm that delay the project schedule completion date, FPUA shall grant to Firm, in writing, an extension of the contract time for each Specific Authorization equal to the aforementioned delays. If Firm claims an extension pursuant to this provision, Firm must claim within ten days of the alleged delay, and must furnish appropriate documentation to substantiate the delay.
- 10.4** Firm shall maintain an adequate and competent staff or professional engineers, technicians, and support staff personnel within the State of Florida and may associate with other qualified firms for the purpose of rendering services hereunder without cost to FPUA and upon approval by FPUA. Firm, however, shall not sublet, assign, or transfer any work under this Contract and related Specific Authorization(s) without the prior written consent of FPUA.
- 10.5** All final plans and documents prepared by Firm shall bear the endorsement and seal of a person in the full employment of Firm and duly registered as a professional engineer in the State of Florida.

## **SECTION 11**

### **11 STANDARD OF CONDUCT**

- 11.1** Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Firm to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.
- 11.2** Standard of Conduct/Conflict of Interest: Firm covenants and agrees that it and its employees shall be bound by the standards of conduct provided in section 112.313, Florida Statutes (2013, as amended from time to time), as it relates to work performed under the Contract, which standards will by reference be made a part of this Contract as though set forth in full. Firm agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with respect to the work performed.
- 11.3** FPUA reserves the right to cancel and terminate this Contract, without penalty, in the event that Firm or any employee, servant, or agent of Firm is indicted for any crime arising out of or in conjunction with any work being performed by Firm for or on behalf of FPUA. It is understood and agreed that in the event of such termination all tracings, plans, specifications, maps and data prepared or obtained under this Contract and related Specific Authorization shall immediately be turned over to FPUA in conformity with the provisions of Section 9 hereof. Firm shall be compensated for its services rendered up to the time of any such termination in accordance with Section 6 hereof.

FPUA also reserves the right to terminate and cancel this Contract in the event Firm shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.

- 11.4** Firm undertakes performance of the services as an independent contractor and shall be wholly responsible for the method of performance. FPUA has no right to supervise the methods used, but FPUA shall have the right to observe such performance. Firm shall work closely with FPUA in performing services under this Contract.
- 11.5** Firm shall consider all information provided by FPUA and all drawings, reports, studies, design calculations, specifications, and other documents resulting from Firm's performance of the services to be proprietary unless such information is available from public sources. Firm shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of FPUA or in response to legal process.
- 11.6** The invalidity, illegality, or un-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 11.7** Neither FPUA nor Firm shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Contract, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either FPUA or Firm under this Contract. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this section shall not be interpreted or construed to require Firm or FPUA to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Contract.

- 11.8 Firm shall indemnify and hold harmless FPUA and its officers, agents, and employees, from any liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Firm and persons employed or used by Firm in the performance of this Contract.
- 11.9 In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.

## SECTION 12

### 12 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 12.1 Firm shall comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations applicable to the work or payment for work thereof, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 12.2 Firm shall procure the permits, certificates, and licenses necessary to allow Firm to perform the services. Firm shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Firm.
- 12.3 Florida Public Records Law, Chapter 119, Florida Statutes, applies to this Contract.  
**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FPUA'S CUSTODIAN OF PUBLIC RECORDS AT PO BOX 3191, FORT PIERCE, FL 34948; 772-466-1600; PUBLICRECORDS@FPUA.com.**  
If, under this Contract, the Firm is providing services and is acting on behalf of a public agency as provided under section 119.011(2), Florida Statutes, the Firm shall:
1. Keep and maintain public records required by the public agency to perform the service.
  2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the public agency.

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

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

**12.5** Scrutinized Companies List. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (a) of any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel, or (b) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473, or is engaged in business operations in Cuba or Syria. By signing below the Firm certifies and acknowledges that the company is not on any of the above referenced lists, and that FPUA may terminate this Contract for cause if the company is found to have submitted a false certification, been placed on

any of the foregoing lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria in violation of Section 287.135.

### **SECTION 13**

#### **13 ASSIGNABILITY**

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

### **SECTION 14**

#### **14 ATTORNEY'S FEES**

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

### **SECTION 15**

#### **15 LIMITATIONS**

**15.1** Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of Section 7, Section 8, Section 9, Section 11, Section 12, Section 14, Section 15, Section 16, and Section 17 shall survive.

**15.2** As used in this Contract, "Firm" includes Firm, Firm's sub-consultants, and their respective partners, officers, directors, shareholders and employees.

### **SECTION 16**

#### **16 THIRD PARTY RIGHTS**

**16.1** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Firm.

**16.2** This Contract (including any Attachments hereto) constitutes the entire Contract between FPUA and Firm, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be

valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

**SECTION 17**

**17 VENUE**

The Contract and Specific Authorization shall be construed in accordance with the laws of the State of Florida and venue shall be in St. Lucie County.

[The Next Page is the Signature Page]

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

Signed, sealed and delivered in the presence of:

Holtz Consulting Engineers, Inc.

BY: David Holtz  
Signature/Officer of Firm (Manual)

David Holtz  
Name (Typed or Printed)

TITLE: Vice President

STATE OF: Florida

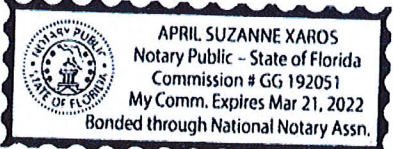
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 11 day of February, 2020, by

David Holtz, Vice President, of Holtz Consulting Engineers, Inc  
Officer of Firm Title Name of Firm

a Florida corporation, on behalf of the corporation.  
State

He/She is personally known to me or has produced \_\_\_\_\_  
as identification.



April Xaros  
Notary Public  
My commission expires: 3-21-22

ATTEST:  
\_\_\_\_\_  
Secretary  
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY  
BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:  
BY: RNK  
Fort Pierce Utilities Authority Attorney

**ATTACHMENT A**

**SPECIFIC AUTHORIZATION**

NO. \_\_\_\_\_

Pursuant to the provisions contained in the Continuing Contract for Design-Build Services dated \_\_\_\_\_ (Contract) between Fort Pierce Utilities Authority (FPUA) and \_\_\_\_\_ (Firm), this Specific Authorization authorizes Firm to provide services under the terms and conditions set forth herein and in the Contract, which is incorporated herein by reference as though set forth in full.

FPUA desires engineering and design-build services related to \_\_\_\_\_ (short description of the Project).

**Section 1 – Terms**

Firm shall be defined as an individual, corporation, or contractor having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Specific Authorization with FPUA.

**Section 2 - Scope of Work**

Firm will provide the following services in accordance with applicable section(s) of the Contract:

**Section 3 – Location**

The services to be performed by Firm shall be on the following site or sites: \_\_\_\_\_ (location(s) of Project).

**Section 4 – Project Reference**

FPUA desires Firm to perform the services that shall be referred to as the \_\_\_\_\_ (name of Project).

**Section 5 – Deliverables**

Firm will provide the following Deliverables to FPUA:

[Insert deliverables required from Firm]

**Section 6 - Time of Performance**

This Specific Authorization shall commence upon written Notice to Proceed. Firm and FPUA agree to the following schedule:

[Insert schedule for Project]

**Section 7 - Method and Amount of Compensation**

Firm shall be paid by FPUA in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes, and in accordance with the payment method as set forth in section 6 of the Contract. The calculations shall begin using the date the invoice was received.

Total Project Cost: \$(amount) (amount of dollars and cents in words).

on the terms contained in Firm's said proposal for the doing of said work and the said award therefore and the Contract.

**Pursuant to 287.055, Florida Statutes, (i) this Specific Authorization shall not be used for a construction project with an estimated construction cost exceeding \$2 million, or a study activity with a cost exceeding \$200,000; and (ii) Firm shall provide a signed copy of the Truth-In-Negotiation Certificate included in Attachment B of the Contract for any Specific Authorization with a lump-sum or cost-plus-a-fixed-fee amount that exceeds \$195,000 (the threshold amount provided in Section 287.017 for CATEGORY FOUR).**

**Section 8 – Responsibilities**

Firm shall, under no circumstance, look to FPUA to provide any labor or equipment for Firm. Firm shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Firm. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Specific Authorization, shall be at the sole risk of Firm.

8.1 FPUA hereby designates \_\_\_\_\_ as FPUA's Designated Representative pursuant to Section 5 of the Contract.

8.2 In addition to applicable provisions of Section 3 of the Contract, FPUA will:  
\_\_\_\_\_  
\_\_\_\_\_

8.3 Firm acknowledges and understands that it is an independent contractor in its relationship with FPUA. Firm hereby designates \_\_\_\_\_ as Firm's Designated Representative pursuant to Section 1 of the Contract.

**Section 9 – Insurance**

Firm shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Firm and conforming to the minimum requirements set forth in the Contract. All requirements of this section shall be approved by FPUA.

FPUA is requiring Firm provide additional coverage in the amount specified below:

[List additional coverage required and policy limit]

Auto Liability: \$ \_\_\_\_\_

General Liability Aggregate: \$ \_\_\_\_\_ – Project Specific

Professional Liability: \$ \_\_\_\_\_  
Property Insurance: \$ \_\_\_\_\_  
(other coverage as requested by FPUA)

**Section 10 – Commencement and Contract Term**

This Specific Authorization, and Firm's services thereunder, shall commence upon written Notice to Proceed and end (Final Work Requirement or Contract End date).

**Section 11 – Level of Service**

FPUA shall have the right to terminate said Authorization by giving Firm thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

**Section 12 - Other Provisions**

All applicable portions of the Contract not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

[The Next Page is the Signature Page]

(For use when Total Project Costs exceed \$50,000)

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

Signed, sealed and delivered in the presence of:

**Holtz Consulting Engineers, Inc.**

**BY:** \_\_\_\_\_  
Signature/Officer of Firm (Manual)

\_\_\_\_\_  
Name (Typed or Printed)

**TITLE:** \_\_\_\_\_

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by

\_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
Officer of Firm Title Name of Firm  
a \_\_\_\_\_ corporation, on behalf of the corporation.  
State

He/She is personally known to me or has produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
Secretary  
(FPUA Seal)

**FORT PIERCE UTILITIES AUTHORITY**  
**BY:** \_\_\_\_\_  
Chairman

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM & CORRECTNESS:**

**BY:** \_\_\_\_\_  
Fort Pierce Utilities Authority Attorney

(For use when Total Project Costs do not exceed \$50,000)

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

Signed, sealed and delivered in the presence of:

**Holtz Consulting Engineers, Inc.**

**BY:** \_\_\_\_\_  
Signature/Officer of Firm (Manual)

\_\_\_\_\_  
Name (Typed or Printed)

**TITLE:** \_\_\_\_\_

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by

\_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
Officer of Firm Title Name of Firm  
a \_\_\_\_\_ corporation, on behalf of the corporation.  
State

He/She is personally known to me or has produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**FORT PIERCE UTILITIES AUTHORITY**

**BY:** \_\_\_\_\_  
Director of Utilities

**DATE:** \_\_\_\_\_

ATTACHMENT B

TRUTH-IN-NEGOTIATION CERTIFICATE

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over \$195,000 (the threshold amount provided in Section 287.017 for CATEGORY FOUR), Fort Pierce Utilities Authority (FPUA) requires the Firm to execute this Truth-In-Negotiation Certificate and include it with the Specific Authorization and/or submit it in the Firm's response to a public announcement for the project if required.

The Firm hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Firm further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which FPUA determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract, which for purposes of this certificate shall be deemed to be the date of final billing or acceptance of the work by FPUA, whichever occurs later.

FIRM NAME

BY: David Holtz  
Signature/Officer of Firm (Manual)

David Holtz  
Name (Typed or Printed)

TITLE: Vice President

STATE OF: Florida

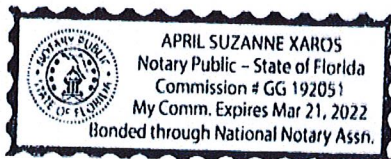
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 11 day of February, 2020 by

David Holtz, Vice President of Holtz Consulting Engineers, Inc  
Officer of Firm Title Name of Firm

a Florida corporation, on behalf of the corporation.  
State

He/She is personally known to me or has produced \_\_\_\_\_  
as identification.



April Xaros  
Notary Public  
My commission expires: 3-21-22

**ATTACHMENT C**

**SCHEDULE OF HOURLY BILLING RATES – DESIGN BUILD SERVICES (DB)**

Effective January 26, 2020, the following rates are utilized in calculating invoices for Design Build Services rendered on a time and expenses basis (use this form or attach Firm's schedule of billing rates):

Senior Company Officer	\$190.00
Department Head/Senior Project Manager	\$175.00
Project Manager	\$150.00
Senior Engineer	\$130.00
Engineer	\$105.00
Construction Supervisor	\$135.00
Construction Foreman	\$95.00
Engineering Technician	\$110.00
Draftsperson	\$95.00
Field Representative	\$105.00
Supervising Registered Surveyor	\$150.00
Registered Land Surveyor	\$130.00
Carpenter	\$50.00
Mason	\$50.00
Electrician	\$80.00
Electronic Control Programmer	\$160.00
Plumber	\$95.00
Mechanic	\$80.00
Survey Technician	\$70.00
Survey Crew	\$160.00
Secretary	\$70.00
CADD System	\$110.00
Equipment Operator	\$65.00
Heavy Equipment Operator	\$65.00
Laborer	\$50.00

**ATTACHMENT D**

**DESIGN BUILD SERVICES  
REQUIRED LIMITS OF INSURANCE  
FOR  
FORT PIERCE UTILITIES AUTHORITY  
TYPE IV**

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

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

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

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

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

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

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000 – Project Specific
Products/Completed Operations Aggregate	\$3,000,000
Medical Expense (any one person)	\$Nil
Damage to Rented Premises (ea. occurrence)	\$Nil

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would

be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
---	-------------

Professional Liability - Such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Claim/Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Pollution/Environmental Impairment Liability - Contractor shall provide coverage for third party liability and clean-up costs at the proposed site resulting from pollution or other environmental impairment arising out of the activities that are contemplated by the agreement. Such insurance shall be on a form acceptable to FPUA. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on the policy.

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

Each Claim/Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

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

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

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

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

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

**Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.**

**Certificates of Insurance must be completed as follows:**

**Additional Insured:**

**Fort Pierce Utilities Authority and its board members, officials, officers and employees.**

**Certificate Holder**

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

**Certificates may be emailed to: [risk@FPUA.com](mailto:risk@FPUA.com)**

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# Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



## Board Submission Form

2/12/2020

**Department:** 35 - Facilities

**Board Meeting Date:** 02/18/2020

**Item Type:** Consent, Contract Agreement

**Subject:** Generator Maintenance & Repairs Amendment 2

**Recommendation:**

ITB 18-02A: Approve Amendment No. 2 to the Generator Maintenance Contract with Newman's Power Systems, Inc. (Newman's), of Fort Pierce, Florida, to increase the not-to-exceed contract amount by \$45,000, from \$42,000 to \$87,000 annually.

**Reviewed By Attorney:** NA (FPUA Standard Contract)

**Funds Available From:**      No Funds Needed   X   Budgeted      Contingency

**Approvals:**

**System Director:** CISNEROS, JAVIER Feb 12 2020 3:51PM

**Director of Finance:** MIKA, BARBARA A. Feb 12 2020 4:08PM

**Director of Utilities:** CISNEROS, JAVIER (Delegate) Feb 12 2020 4:12PM



Memorandum

**TO:** John K. Tompeck, P.E., Director of Utilities  
**THROUGH:** Javier Cisneros, P.E., Director of Utility Support Services  
**FROM:** Eric R. Winterstein, CFM, Facilities and Fleet Superintendent  
**DATE:** February 12, 2020  
**SUBJECT:** **Generator Maintenance & Repairs Amendment 2**

**RECOMMENDATION:**

ITB 18-02A: Approve Amendment No. 2 to the Generator Maintenance Contract with Newman's Power Systems, Inc. (Newman's), of Fort Pierce, Florida, to increase the not-to-exceed contract amount by \$45,000, from \$42,000 to \$87,000 annually.

**SUMMARY/SUPPORTING INFORMATION**

On March 20, 2018, the Board approved the Contract with Newman's for Generator Maintenance in an amount not to exceed \$35,000 annually. On March 19, 2019, the Board approved Contract Amendment No. 1 to increase the not-to-exceed amount to \$42,000 annually. Newman's provides maintenance and repair services for various FPUA generators, including several in the Water Resources Department that are used to supply emergency power to the remote Repump Facilities and the Water Treatment Plant. These generators are critical in maintaining safe and reliable drinking water for our customers. These are bigger generators that cost more to repair than generators that supply power to an administrative building.

**ALTERNATIVES (IF ANY):**

Do not approve Contract Amendment No. 2, and staff will obtain quotes on an as needed basis, which is not recommended, due to the critical nature of these generators.

**ATTACHMENTS:**

FPUA Contract Amendment 2

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

Signed, sealed, and delivered in the presence of:

NEWMAN'S POWER SYSTEMS, INC.

BY: Fawn Seissiger  
Signature/Officer of Firm (Manual)

Fawn Seissiger  
Name (Typed or Printed)

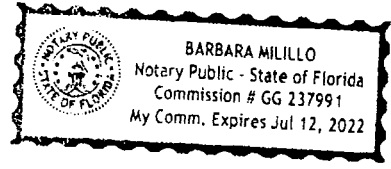
TITLE: Vice Pres.

STATE OF: Florida

COUNTY OF: St. Lucie

The foregoing instrument was acknowledged before me this 12 day of February, 2020, by Fawn Seissiger, Vice Pres., of Newman's Power Systems, Inc.  
Officer of Firm Title Name of Firm  
a Florida corporation, on behalf of the corporation.  
State

He/She is personally known to me or has produced Florida Drivers License  
as identification. Barbara Milillo  
Notary Public



My commission expires: 7/12/2022

ATTEST:  
  
\_\_\_\_\_  
Secretary  
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY  
BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:  
BY: \_\_\_\_\_  
Fort Pierce Utilities Authority Attorney

**AMENDMENT NUMBER 2**  
**FORT PIERCE UTILITIES AUTHORITY**  
**CONTRACT FOR**  
**GENERATOR MAINTENANCE**  
**WITH**  
**NEWMAN'S POWER SYSTEMS, INC.**

Effective February 19, 2020, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above-named Contract, made on **March 20, 2018** as follows:

**Section 5**

**Delete:** "Total job price: not to exceed \$42,000.00 (forty two thousand dollars and no cents) annually"

**Replace with:** "Total job price: not to exceed \$87,000.00 (eighty seven thousand dollars and no cents) annually"

D-6

# Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



## Board Submission Form

2/13/2020

**Department:** 66 - Water/WW Engineering

**Board Meeting Date:** 02/18/2020

**Item Type:** Consent Agenda

**Subject:** Grant Writing and Administration Services

**Recommendation:**

POA 19-66: Approve Budget Transfer Request and use of contingency, in the amount of \$50,000, to partially fund the Grant Writing and Administrative Services contract with Cape Canaveral Scientific, Inc., of Melbourne Beach, Florida.

**Reviewed By Attorney:** NA (FPUA Standard Contract)

**Funds Available From:**  No Funds Needed  Budgeted  Contingency

**Approvals:**

**System Director:** HUTCHINSON, BOWDOIN G. Feb 13 2020 7:59AM

**Director of Finance:** MIKA, BARBARA A. Feb 13 2020 11:05AM

**Director of Utilities:** TOMPECK, JOHN K. Feb 13 2020 2:45PM



Memorandum

**TO:** John K. Tompeck, P.E., Director of Utilities  
**THROUGH:** Bowdoin G. Hutchinson, P.E., Director of W/WW Systems  
**FROM:** James Carnes, P.E., Supervising Engineer  
**DATE:** February 13, 2020  
**SUBJECT:** Grant Writing and Administration Services

**RECOMMENDATION:**

POA 19-66: Approve Budget Transfer Request and use of contingency, in the amount of \$50,000, to partially fund the Grant Writing and Administrative Services contract with Cape Canaveral Scientific, Inc., of Melbourne Beach, Florida.

**SUMMARY/SUPPORTING INFORMATION**

On November 5, 2019, the FPUA Board approved a Contract with Cape Canaveral Scientific to pursue State and Federal grant opportunities. The Contract was initially funded to apply for one grant to install wastewater service to Fleetwood Acres. Staff requests funding for an additional \$50,000 for continued efforts to pursue grants for state and federal funding for wastewater projects. Examples include septic to sewer conversions, sewer main lining, and the 16" Force Main from 10th Street and Lift Station A (Downtown Force Main).

**ALTERNATIVES (IF ANY):**

Do not approve and require FPUA to self fund or look elsewhere for funding sources. This is not recommended because if a grant is awarded it will reduce the capital burden on FPUA's rate payers.

**ATTACHMENTS:**

Contingency Budget Transfer



# Budget Transfer Request

Date: 02-11-2020

From Department Dept. No.: 89 - ADMINISTRATION - WW

To Department Dept. No.: 89 - ADMINISTRATION - WW

This form shall be used to request transfers between projects. To request a new project number, please prepare a Post-budgeted Project/Budget Request Form.

Requisition pending transfer?  Yes  No Requisition No.: 35772 Fiscal Year: 2020

From			To		
Account No.	Description	Amount	Account No.	Description	Amount
	CONTINGENCY	\$50,000	08-4-089-92300-2164	PROFESS. FEES - CONSULTING/ENG	\$50,000
From Amount		\$50,000	To Amount		\$50,000

Comments:  
 FUNDS NEEDED TO EXPLORE GRANT OPPORTUNITIES

**APPROVALS**

From - Department Head	_____
From - Director	_____
If Different Dept. To - Department Head	_____
If Different Dept. To - Director	_____
> \$10,000 Director of Utilities	_____
Capital Utility Accountant - Plant	_____
O&M Utility Accountant - GA2	_____

E-1

**Florinda Mazzarella**

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**Subject:** FW: Sal-engineering and Curtis light rentals

----- Original message -----

From: Wendy Golden <[wgolden22@gmail.com](mailto:wgolden22@gmail.com)>

Date: 2/10/20 3:30 PM (GMT-05:00)

To: Paul Jakubczak <[pjakubczak@fpuu.com](mailto:pjakubczak@fpuu.com)>

Subject: Sal-engineering and Curtis light rentals

CAUTION: This email originated from outside of FPUA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Paul Jakubczak

I have had the pleasure of working with Mr Curtis for about six months now and approximately two months with Mr. Sal. We have had issues with our lights for quite some time now and recently we had a series of robberies occur. The police department came out to meet with our Board of Directors and one of their recommendations was our lighting being upgraded to halogen ASAP. As President, I began making calls to see what could be done.

I was not only pleasantly surprised but also very appreciative of what these two gentlemen did for us but also for their many kindnesses and understanding for our residents, most of which are elderly! I do not want to leave out the installers for the lights! Everyone was professional, kind, caring and efficient! They took care of everything in short order for all of us.

Today's world is not always a nice place but the exceptional employees you have working for you, in my opinion and our residents, deserves recognition! I truly am hoping that this letter be shared with each of those persons and also with CEO,COO and whoever else you deem. It was probably the best experience I have had dealing with a company in a very long time. Please express to them all our gratitude and appreciation!

Very Truly Yours,  
Wendy Golden, President  
Key Colony Board  
2090 Colonial Road #5  
Fort Pierce, Florida. 34950

Sent from my iPad



**BOARD SUBMISSION FORM**

**Fort Pierce Utilities Authority**  
**"Committed to Quality"**  
**206 South Sixth Street (34950)**  
**PO Box 3191 | Fort Pierce, FL 34948-3191**  
**Phone: 772.466.1600**

**Department:** 51 - Electric and Gas Systems

**Board Meeting Date:** 02/18/2020

**Item:** X Regular Agenda        Consent Agenda

**Subject:** FPUA Reliability Update through December 2019

**Recommendation:**

For Information Only.

**Reviewed By Attorney:**        Yes   X   No

**Funds Available From:**   X   No Funds Needed        Budgeted

**Approvals:**

**System Director:** 

**Director of Financial Services:** N/A

**Director of Utilities:** 



# Fort Pierce Utilities Authority

## Memorandum

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<b>To:</b>	John Tompeck, P.E., Director of Utilities
<b>From:</b>	Paul Jakubczak, P.E., Director of Electric and Gas Systems
<b>Date:</b>	02/10/2020
<b>Subject:</b>	FPUA Reliability Update through December 2019

---

### **RECOMMENDATION:**

Informational only report.

### **SUMMARY/SUPPORTING INFORMATION:**

Reliability is one of the keys to good customer service. Targets are established based on three reliability measures: SAIFI – System Average Interruption Frequency Index, CAIDI – Customer Average Interruption Duration Index, and SAIDI – System Average Interruption Duration Index.

Measuring Reliability Performance – Standards are set for SAIFI and CAIDI; and SAIDI is simply the product of SAIFI and CAIDI.

SAIFI =  $\frac{\text{Total number of customer interruptions}}{\text{Total Number of customers served}}$

CAIDI =  $\frac{\text{Sum of customer interruption durations}}{\text{Total number of customer interruptions}}$

SAIFI =  $\frac{\text{Sum of customer interruption durations}}{\text{Total number of customers served}}$

The following reliability statistics are for FPUA for the rolling 12 months ending December of 2019

SAIFI	0.720	Number of Avg. outages per Customer
CAIDI	53.04	Avg. Minutes before restoration for those affected
SAIDI	38.22	Avg. minutes of restoration for all customers

### **ATTACHMENTS:**

Power Point Presentation



**FPUA**  
COMMUNITY PROUD

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# Electric Reliability Statistics

12 Month Rolling Average through  
December 2019

# Reliability Statistics

SAIFI – System Average Interruption Frequency Index

				<b>Total number of Customer Interruptions</b>									
		<b>SAIFI</b>	<b>=</b>	<b>Total number of Customers Served</b>									
SAIFI measures the average <i>frequency</i> of interruptions for the average customer													

FPUA – 0.720 Interruptions



# SAIFI Municipal Comparison

SAIFI Utility	Jan 2019 thru Dec 2019
Bartow	0.240
Homestead	-
Vero Beach	-
Winter Park	0.133
Clewiston	0.440
Mt Dora	0.690
Fort Pierce	0.720
Orlando	0.729
Beaches Energy	0.778
Alachua	0.780
Havana	0.782
Gainesville	0.839
Lakeland	0.867
Kissimmee	1.035
Blountstown	1.074
JEA	1.155
Ocala	1.393
Newberry	1.503
Leesburg	1.524
New Smyrna Beach	1.669
Keys Energy	1.678
Tallahassee	1.802
Bushnell	1.965
Starke	2.057
Lake Worth	2.292
Overall	1.160
Small (10,000 Cust or less)	0.990
Medium (10,001 to 25,000 Cust)	0.815
Large (25,001 to 50,000 Cust)	1.423
X-Large (Greater than 50,000 Cust)	1.134





# Reliability Statistics

SAIDI – System Average Interruption Duration Index

			<b>Sum of all Customer Minutes Interrupted</b>								
	<b>SAIDI</b>	<b>=</b>	<b>Total number of Customers Served</b>								
SAIDI measures the average <i>duration</i> of interruptions for the average customer											

FPUA – 38.22 minutes





# Strategic Goals

Indices	Goal	12 Rolling Month Actual
SAIFI	Between .5 and 1.0	.720
CAIDI	Below 60 Minutes	53.04
SAIDI	Below 60 Minutes	38.22



Questions

BOARD SUBMISSION FORM



**Fort Pierce Utilities Authority**  
**"Committed to Quality"**  
206 South Sixth Street (34950)  
PO Box 3191 | Fort Pierce, FL 34948-3191  
Phone: 772.466.1600

Department: 74 - Gas Operations

Board Meeting Date: February 18, 2020

Item:  Regular Agenda  Consent Agenda

Subject: CNG Station Update


**Recommendation:**

For Information Only.

Reviewed By Attorney:  Yes  No

Funds Available From:  No Funds Needed  Budgeted

**Approvals:**

System Director: 

Director of Financial Services: N/A

Director of Utilities: 



# Fort Pierce Utilities Authority

## Memorandum

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<b>To:</b>	John K. Tompeck, P.E., Director of Utilities
<b>Through:</b>	Paul A. Jakubczak, P. E., Director of Electric & Gas Systems
<b>From:</b>	Craig Crawford, Gas Ops Superintendent
<b>Date:</b>	February 12, 2020
<b>Subject:</b>	CNG Station Update

---

### **RECOMMENDATION:**

For information only.

### **SUMMARY/SUPPORTING INFORMATION:**

In 2018 FPUA installed a Compressed Natural Gas, CNG, fill station at our Energy services Center to fuel the beginning of our CNG fleet. Over the past 2 years our fleet has grown from 3 dual fuel vehicles purchased in 2018 to 8 dual fuel and 1 all natural gas vehicle. As we prepare for the continued purchasing of these vehicles we took the initiative to upgrade the original slow fill station and give it the capabilities of doing fast fill services. We have also started seeing the savings from both an economic and environmental perspective.

We will continue to explore ways to better promote Natural Gas and Compressed Natural Gas vehicles.

### **ALTERNATIVES:**

NA

### **ATTACHMENTS:**

Power Point Presentation



**FPUA**  
COMMUNITY PROUD

---

# CNG Station Expansion



**CNG is a cleaner and greener alternative compared to petrol**

# CNG Station operational December 2018

The beginning of construction in November of 2018.



# The first year of operation

- Two -  $\frac{3}{4}$  ton trucks and six -  $\frac{1}{2}$  ton bi-fuel trucks and one full CNG van using the CNG station. In 2020 we will be adding six more vehicles.
- We have used 22,897 GGE of natural gas @ \$1.24 a Gal. in the first year of operation which is a savings of \$20,070.00 in fuel cost for the year.



# 2019 Expansion Phase I Storage

- Phase I of the expansion in FY 2019 consists of design, and construction 36,942 SCF of storage.



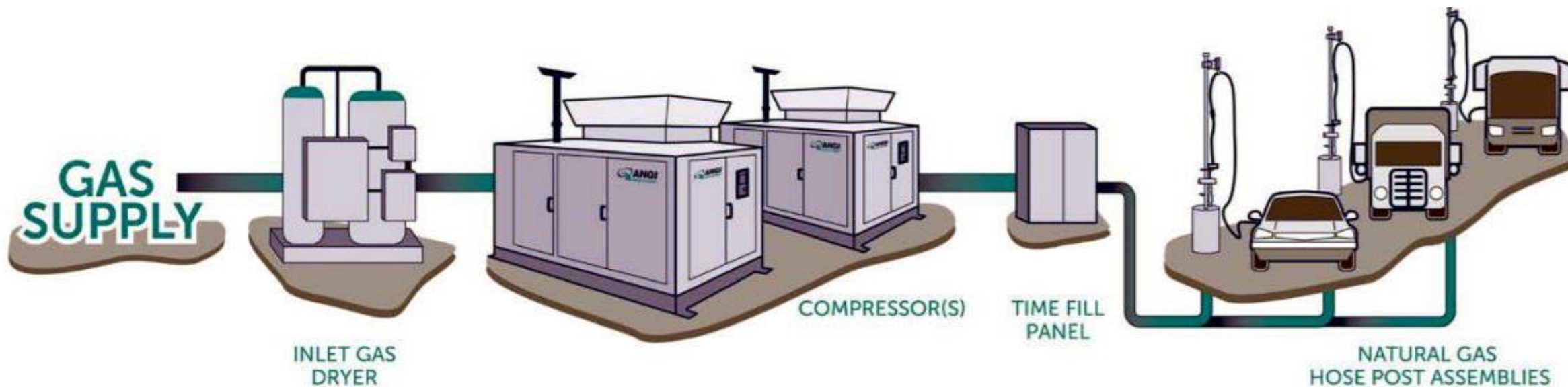
# 2020 Expansion Phase II Fast-Fill

Phase II of the expansion in FY 2020 consists of design, and construction of priority panel with two compressor inputs, Fleet dispenser and a fuel master card reader.



# Expansion Phase III

- Add a second compressor for redundancy and throughput of the station. This phase will be added if and when its needed.



Q & A

**Thank you**

# Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772-466-1600



## BOARD SUBMISSION FORM

Department: 21 – Department of Finance

Board Meeting Date: 2/18/20

Item: X Regular Agenda          Consent Agenda

Subject: Bill Comparisons for the Month of December 2019

**Recommendation:**

For information only.

Reviewed By Attorney:          Yes X No

Funds Available From: X No Funds Needed          Budgeted

**Approvals:**

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Gal M. Tompa



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





# Fort Pierce Utilities Authority



## Memorandum

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<b>To:</b>	John K. Tompeck, P.E., Director of Utilities
<b>From:</b>	Barbara A. Mika, CGFO, Director of Financial Services
<b>Date:</b>	February 12, 2020
<b>Subject:</b>	<b>Bill Comparisons for the Month of December 2019</b>

---

### **RECOMMENDATION:**

For information only.

### **SUMMARY/SUPPORTING INFORMATION:**

Please find the following included in this package:

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

Sources:

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

### **ALTERNATIVES:**

None – for information only.

**COMPARISON OF RESIDENTIAL ELECTRIC RATES COMPILED BY FLORIDA MUNICIPAL ELECTRIC ASSOCIATION, INC. - TALLAHASSEE, FLORIDA**

December 2019		1,000 KWH				***	1,200 KWH			***	2,500 KWH			***	
CITY	Customer Charge	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Base Rate (Includes Customer Charge)	Fuel or Cost Adjustment	Total	Total with franchise or transfer fee and storm hardening fee	Additional Tax	
ALACHUA		9.14	102.54	10.75	113.29		123.12	12.90	136.02		257.80	26.88	284.68	10%	
BARTOW		8.70	59.40	40.33	99.73		69.54	48.40	117.94		135.45	100.83	236.28	10%	
BLOUNTSTOWN		3.50	118.85	0.00	118.85		142.62	0.00	142.62		297.13	0.00	297.13	5%	
BUSHNELL		10.00	100.65	19.00	119.65		118.78	22.80	141.58		236.63	47.50	284.13	10%	
CHATTAHOOCHEE		6.50	95.10	19.07	114.17		112.82	22.89	135.71		228.00	47.68	275.68	NONE	
CLEWISTON		6.50	93.20	10.60	103.80		110.54	12.72	123.26		223.50	26.50	250.00	10%	
FORT MEADE		12.96	94.56	22.00	116.56		112.88	26.40	139.28		231.96	55.00	286.96	10%	
FORT PIERCE		6.01	116.84	-10.00	106.84		140.56	-12.00	128.56		294.80	-25.00	269.80	10%	
GAINESVILLE	G	15.00	93.13	38.50	131.63		112.88	46.20	159.08		241.19	96.25	337.44	10%	
GREEN COVE SPRINGS		12.00	95.00	16.00	111.00		112.40	19.20	131.60		225.50	40.00	265.50	NONE	
HAVANA		6.00	89.50	1.59	91.09		106.20	1.91	108.11		214.75	3.98	218.73	NONE	
HOMESTEAD	G	5.60	77.60	36.63	114.23		92.00	43.96	135.96		185.60	91.58	277.18	10%	
JACKSONVILLE	G	5.50	76.00	32.50	108.50		90.10	39.00	129.10		181.75	81.25	263.00	10%	
JACKSONVILLE BEACH		4.50	88.07	21.84	109.91		104.78	26.21	130.99		213.43	54.60	268.03	NONE	
KEY WEST	G	18.00	143.90	-16.96	126.94		169.08	-20.35	148.73		332.75	-42.40	290.35	NONE	
KISSIMMEE	G	10.17	133.27	-38.34	94.93	105.99	173.07	-46.01	127.06	140.33	349.55	-95.85	253.70	281.35 8%	
LAKE WORTH	G	10.53	72.21	35.78	107.99		90.01	42.93	132.94		205.71	89.45	295.16	10%	
LAKELAND	G	11.00	64.77	32.75	97.52		76.96	39.30	116.26		162.32	81.88	244.20	10%	
LEESBURG		12.20	102.94	10.00	112.94		125.45	12.00	137.45		271.76	25.00	296.76	10%	
MOORE HAVEN		8.50	83.30	18.60	101.90		98.26	22.32	120.58		195.50	46.50	242.00	10%	
MOUNT DORA		10.17	55.98	58.65	114.63		65.14	70.38	135.52		124.70	146.63	271.32	10%	
NEW SMYRNA BEACH	G	5.65	82.10	22.68	104.78		97.39	27.22	124.61		196.77	56.70	253.47	9.25%	
NEWBERRY		8.50	109.50	2.50	112.00		129.70	3.00	132.70		261.00	6.25	267.25	10%	
OCALA		15.00	102.51	14.00	116.51		120.01	16.80	136.81		233.78	35.00	268.78	10%	
ORLANDO	G	12.50	77.48	32.02	109.50		94.48	38.42	132.90		204.95	80.05	285.00	10%	
QUINCY		6.00	98.41	20.10	118.51		116.89	12.72	129.61		237.03	26.50	263.53	10%	
ST. CLOUD	G	13.00	80.58	33.30	113.88		98.26	39.96	138.22		213.15	83.25	296.40	8%	
STARKE		N/A	75.95	12.73	88.68		96.00	15.28	111.28		230.02	31.83	261.85	10%	
TALLAHASSEE	G	7.92	81.20	29.39	110.59		95.86	35.27	131.13		191.12	73.48	264.60	10%	
WAUCHULA		12.75	95.65	9.00	104.65		114.23	10.80	125.03		235.00	22.50	257.50	10%	
WILLISTON		8.00	89.84	8.03	97.87		106.21	9.64	115.85		212.60	20.08	232.68	5%	
WINTER PARK		16.98	83.22	24.99	108.21	114.70	100.90	31.99	132.89	140.86	215.82	77.48	293.3	310.90 APPL	
FL POWER & LIGHT *	G	8.28	75.13	22.27	97.40	103.24	90.62	28.72	119.34	126.50	191.21	70.68	261.92	277.64 APPL	
GULF POWER *	G	19.20	103.17	30.47	133.64	141.66	119.96	36.56	156.52	165.91	229.13	76.18	305.31	323.63 TAXES	
DUKE ENERGY*	G	9.66	88.48	36.98	125.46	132.99	107.50	46.38	153.87	163.10	231.10	107.45	338.55	358.86 ADD	
TAMPA ELECTRIC**	G	15.12	66.53	29.13	100.99	107.05	78.81	36.96	122.16	129.49	158.65	87.83	259.81	275.40 FEES	
FLORIDA PUBLIC UTILITIES-NE*	G	14.69	35.26	95.26	132.06	139.98	42.00	116.81	160.65	170.29	85.79	256.90	346.53	367.32 TAXES	
FLORIDA PUBLIC UTILITIES-NW*	G	14.69	35.26	95.26	132.06	139.98	42.00	116.81	160.65	170.29	85.79	256.90	346.53	367.32 TAXES	

\*Rates for municipal utilities INCLUDE payment-in-lieu of tax to the city's general fund. Rates for investor-owned utilities DO NOT INCLUDE franchise fee payments, which average 6% across Florida. G = Generating utility. \*\*Total includes conservation, capacity, environmental, refund credit (if applicable). \*\*\*Total include 6% franchise fee for IOUs and storm hardening fee. For municipal utilities, total include actual transfer payment.

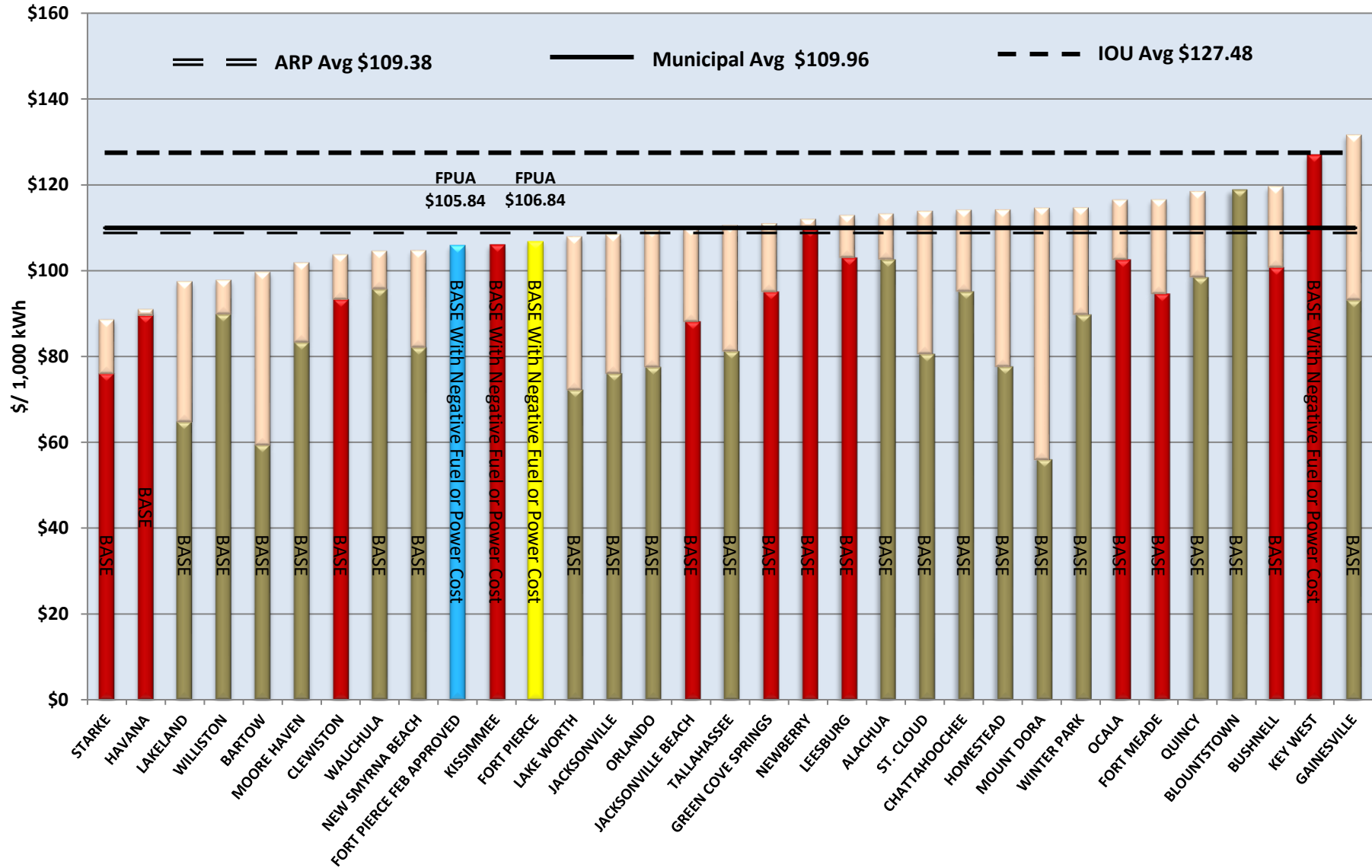
# FMEA Residential Electric Rate Report

1,000 kWh

November 2019 vs December 2019

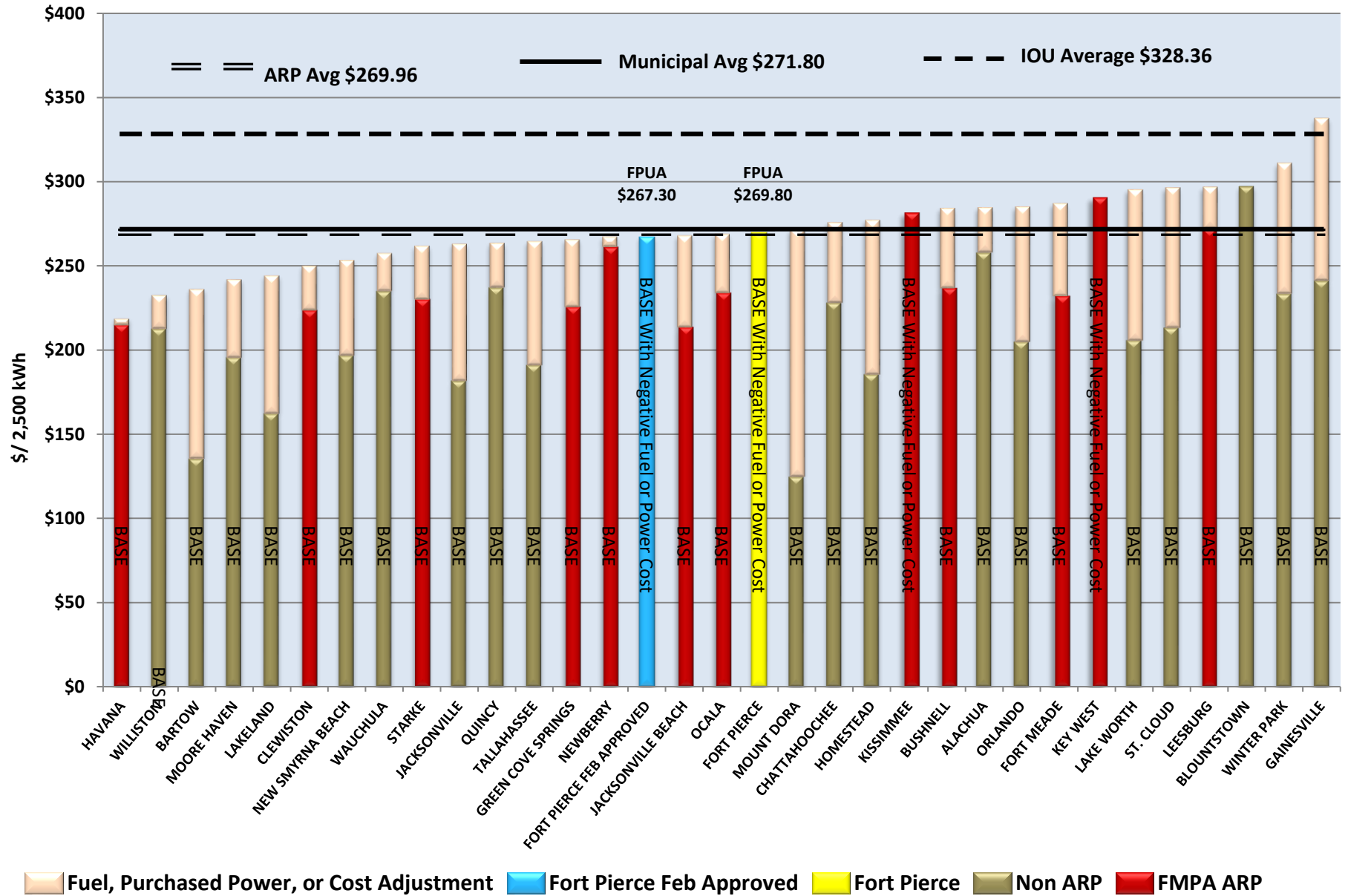
<u>CITY</u>		<u>November</u>	<u>December</u>	<u>INCREASE (DECREASE)</u>
<b>FMPA ARP CITIES:</b>				
BUSHNELL	City	117.65	119.65	2.00
CLEWISTON	City	104.67	103.80	(0.87)
FORT MEADE	City	120.56	116.56	(4.00)
FORT PIERCE	Utility	108.84	106.84	(2.00)
GREEN COVE SPRINGS	City	114.00	111.00	(3.00)
HAVANA	City	95.15	91.09	(4.06)
JACKSONVILLE BEACH	City	109.91	109.91	-
KEY WEST	Utility	126.94	126.94	-
KISSIMMEE	Utility	109.69	105.99	(3.70)
LEESBURG	City	112.94	112.94	-
NEWBERRY	City	114.50	112.00	(2.50)
OCALA	City	116.51	116.51	-
STARKE	City	97.12	88.68	(8.44)
<b>NON-ARP CITIES:</b>				
ALACHUA	City	113.29	113.29	-
BARTOW	City	99.51	99.73	0.22
BLOUNTSTOWN	City	118.85	118.85	-
CHATTAHOOCHEE	City	115.02	114.17	(0.85)
GAINESVILLE	City	131.63	131.63	-
HOMESTEAD	City	114.23	114.23	-
JACKSONVILLE	Utility	108.50	108.50	-
LAKE WORTH	City	107.99	107.99	-
LAKELAND	City	97.52	97.52	-
MOORE HAVEN	City	99.70	101.90	2.20
MOUNT DORA	City	114.63	114.63	-
NEW SMYRNA BEACH	Utility	104.78	104.78	-
ORLANDO	Utility	109.50	109.50	-
QUINCY	City	118.51	118.51	-
ST. CLOUD	City	113.88	113.88	-
TALLAHASSEE	City	110.59	110.59	-
WAUCHULA	City	103.65	104.65	1.00
WILLISTON	City	99.24	97.87	(1.37)
WINTER PARK	City	114.70	114.70	-
<b>INVESTOR-OWNED:</b>				
FL POWER & LIGHT *		96.50	97.40	0.90
GULF POWER *		133.64	133.64	-
DUKE ENERGY*		125.46	125.46	-
TAMPA ELECTRIC**		100.99	100.99	-
FLORIDA PUBLIC UTILITIES-NE*		132.06	132.06	-
FLORIDA PUBLIC UTILITIES-NW*		132.06	132.06	-

# Residential Electric Bill Comparison (1,000 kWh) - December 2019



Fuel, Purchased Power, or Cost Adjustment
  Non ARP
  Fort Pierce
  Fort Pierce Feb Approved
  FMPA ARP

# Residential Electric Bill Comparison (2,500 kWh) - December 2019



## Treasure Coast Utility Bill Comparison December 2019

Utility	Consumption	Total Utility Bill *					
		Fort Pierce	Fort Pierce**	Port St. Lucie***	St. Lucie County***	Vero Beach***	Martin County***
Electric	1,000 kWh	\$114.43	\$108.36	\$115.15	\$104.89	\$114.95	\$105.94
Water	6,000 gallons	\$39.89	\$39.89	\$38.64	\$47.68	\$22.58	\$31.17
Wastewater	6,000 gallons	\$49.66	\$49.66	\$64.34	\$68.18	\$41.43	\$45.03
<b>Totals</b>		<b>\$203.98</b>	<b>\$197.91</b>	<b>\$218.13</b>	<b>\$220.75</b>	<b>\$178.96</b>	<b>\$182.14</b>

\* Total utility bill amounts include all taxes, fees and charges and have been verified to actual or historical utility bills for homes with average electric, water and sewer usage.

\*\* Utility Bill for approximately 1200 customers who reside inside city limits and have electric service provided by FPL.

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

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

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

December 2019	FORT PIERCE		FORT PIERCE FPL		PORT ST. LUCIE		ST. LUCIE COUNTY		VERO BEACH		MARTIN COUNTY	
Customer charge		\$ 6.01		\$ 8.28		\$ 8.28		\$ 8.28		\$ 8.28		\$ 8.28
Fuel:												
First 1,000kWh	\$ (0.01000)	(10.00)	\$0.02227	\$ 22.27	\$0.02227	\$ 22.27	\$0.02227	\$ 22.27	\$0.02227	\$ 22.27	\$0.02227	\$ 22.27
Over 1000 kWh at			\$0.03227	\$ -	\$0.03227	\$ -	\$0.03227	\$ -	\$0.03227	\$ -	\$0.03227	\$ -
Non-fuel:												
Tier 1	\$ 0.10822	\$ 81.17	\$0.06685	66.85	\$0.06685	66.85	\$0.06685	66.85	\$0.06685	66.85	\$0.06685	66.85
Tier 2	\$ 0.11864	29.66	\$0.07740	-	\$0.07740	-	\$0.07740	-	\$0.07740	-	\$0.07740	-
Electric service amount		106.84		97.40		97.40		97.40		97.40		97.40
Storm charge		-	-	-	-	-	-	-	-	-	-	-
Gross receipts tax		2.74		2.50		2.50		2.50		2.50		2.50
Franchise charge		-	-	-	0.0618	6.17	0.0500	4.99	0.0600	5.99	0.0605	6.04
Utility tax		4.85		8.46		9.08		-		9.06		-
<b>ELECTRIC TOTAL</b>		<b>\$ 114.43</b>		<b>\$ 108.36</b>		<b>\$ 115.15</b>		<b>\$ 104.89</b>		<b>\$ 114.95</b>		<b>\$ 105.94</b>
Customer charge		\$ 14.30		\$ 14.30		\$ 9.77		\$ 20.41		\$ 13.60		\$ 17.61
Water usage:												
Tier 1	\$ 3.66	\$ 10.98	\$ 3.66	\$ 10.98	\$ 4.58	\$ 22.90	\$ 3.66	\$ 18.30	\$ 0.83	\$ 4.15	\$ 2.26	\$ 13.56
Tier 2	\$ 3.66	\$ 10.98	\$ 3.66	10.98	\$ 5.97	5.97	\$ 6.45	6.45	\$ 2.78	2.78		
Surcharge/Billing charge		-	-	-	0.0%	-		2.52	\$ 5.56	-		-
Utility tax	10.0%	3.63	10.0%	3.63	\$19.98000			-	10.0%	2.05		-
<b>WATER TOTAL</b>		<b>\$ 39.89</b>		<b>\$ 39.89</b>		<b>\$ 38.64</b>		<b>\$ 47.68</b>		<b>\$ 22.58</b>		<b>\$ 31.17</b>
Customer charge		\$ 15.76		\$ 15.76		\$ 16.88		\$ 24.32		\$ 19.89		\$ 18.27
Wastewater gallons billed:	\$ 5.65	33.90	\$ 5.65	33.90	\$ 7.91	47.46	\$ 7.31	43.86	\$ 7.31	21.54	\$ 4.46	26.76
Surcharge/Billing Charge		-	-	-		-		-		-		-
Franchise charge		-	-	-		-		-	0.0%	-		-
<b>WASTEWATER TOTAL</b>		<b>\$ 49.66</b>		<b>\$ 49.66</b>		<b>\$ 64.34</b>		<b>\$ 68.18</b>		<b>\$ 41.43</b>		<b>\$ 45.03</b>
		<b>\$ 203.98</b>		<b>\$ 197.91</b>		<b>\$ 218.13</b>		<b>\$ 220.75</b>		<b>\$ 178.96</b>		<b>\$ 182.14</b>

Non-Fuel Tiers (Electric):

Tier 1	0 - 750kWh	0 - 1,000kWh	0 - 1,000kWh	0 - 1,000kWh	0 - 1,000kWh	0 - 1,000kWh
Tier 2	> 750kWh	> 1,000kWh	> 1,000kWh	> 1,000kWh	> 1,000kWh	> 1,000kWh

Water Usage Tiers:

Tier 1 (Gallons)	1,000-3,000	1,000-3,000	0-5,000	0-5,000	0-5,000	0-10,000
Teir 2 (Gallons)	4,000-10000	4,000-10000	5,001-12,000	5,001-10,000	5,001-15,000	

## UTILITY BILL TAX EXPLANATION

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

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

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

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

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

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

- **FPUA** – charges Franchise Fees outside of the city limits to customers in St Lucie Village and St. Lucie County. The base for calculating franchise fees consists of Total Electric Service, 10% Surcharge and Gross Receipts recovery.
  - St Lucie County franchise fees are 5%.
  - St. Lucie Village franchise fees are 8%.
- **FPL** – bills **Port St. Lucie** customers a “Franchise Charge” – calculated at 6.0% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to the city of Port St Lucie.
- **FPL** bills **Vero Beach Utilities** customers a “Franchise Charge” – 6.0% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to the city of Vero Beach.
- **FPL** bills **St. Lucie County** customers a “Franchise Charge” – 5.0% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to St. Lucie County.
- **FPL** bills **Martin County** customers a “Franchise Charge” – 6.1% of Total Electric Service, Storm Charges and Gross Receipts Tax. Fees collected are paid to Martin County.



BOARD SUBMISSION FORM

Fort Pierce Utilities Authority
"Committed to Quality"
206 South Sixth Street (34950)
PO Box 3191 | Fort Pierce, FL 34948-3191
Phone: 772.466.1600

Department: 21 - Finance

Board Meeting Date: 2/18/2020

Item: X Regular Agenda Consent Agenda

Subject: Status report on Electric Power Cost Adjustment (PCA) for January 2020

Recommendation:

For Information Only.

Reviewed By Attorney: Yes X No

Funds Available From: X No Funds Needed Budgeted

Approvals:

System Director: Barbara A. Mika

Director of Financial Services: N/A

Director of Utilities: Gal M. Tompkins

## Memorandum

To: John K. Tompeck, P.E., Director of Utilities

From: Barbara A. Mika, CGFO, Director of Financial Services

Date: February 11, 2020

Subject: **Status report on Electric Power Cost Adjustment (PCA) for January 2020**

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### **RECOMMENDATION:**

For information only

### **SUMMARY/SUPPORTING INFORMATION:**

Because the current and future cost of purchased power is always changing, this item is being brought to the Board to inform them of November's preliminary results and projections of FPUA's power costs through January 31, 2021. The PCA is a direct recovery of power costs paid. FPUA does not make a profit through this adjustment. Any over or under-recovery is recorded as a liability to or a receivable from the customer.

No change in the Power Cost Adjustment (PCA) is recommended at this time, which would leave it at -\$11 per 1,000kWh, effective February 1, 2020, as approved by the Board on January 21, 2020. This recommendation is based on the projections of FPUA's power costs for FY 2020 and FY 2021, prepared by Raftelis Financial Consultants (Raftelis), which in turn are based on projections prepared by Florida Municipal Power Agency (FMPA).

Attached is a table of the amount of power cost paid to FMPA and recovered from FPUA's customers each month for the past 24 months. The cost of power purchased from FMPA for the month of January was billed to FPUA at the rate of \$74.95 for 1,000kWh, an increase of \$5.84 as compared to December. The under-recovery from the customer for the month of January totaled \$408,171. The cumulative over-recovery was \$4,770,769 of January 31, 2020.

Also attached is a table of FMPA All-Requirements all-in rate projections vs. actual billings. Projections for the month of January 2020 over the prior 11 months at the 50% confidence level were an average of 5.3% more than the actual rate billed.

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Since December's forecast, FMPA's estimate of the price of purchased power for the upcoming 12 months increased 1.0%. Due to the cumulative over-recovery from FPUA's customers, no change to the Power Cost Adjustment (PCA) is recommended at this time.

Due to the fluctuations in the cost of purchased power, staff will continue to monitor and present to the Board actual and projected costs and sales levels and recommend changes only when necessary.

**ALTERNATIVES (IF ANY):**

Approve a change to the PCA.

**ATTACHMENTS:**

Table of Power Costs Paid and Recovered

Chart of Power Costs Charged and Paid for 1,000kWh

Chart of Power Cost Adjustment (PCA) for 1,000kWh

Table of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor

Chart of FMPA All-Requirements All-In Rate Projections vs. Actual – 60% Load Factor

Chart of Projected Power Cost Adjustment Over (Under) Collection

Projected PCA Management Strategy

Power Cost Projections through January 31, 2021, prepared by Raftelis

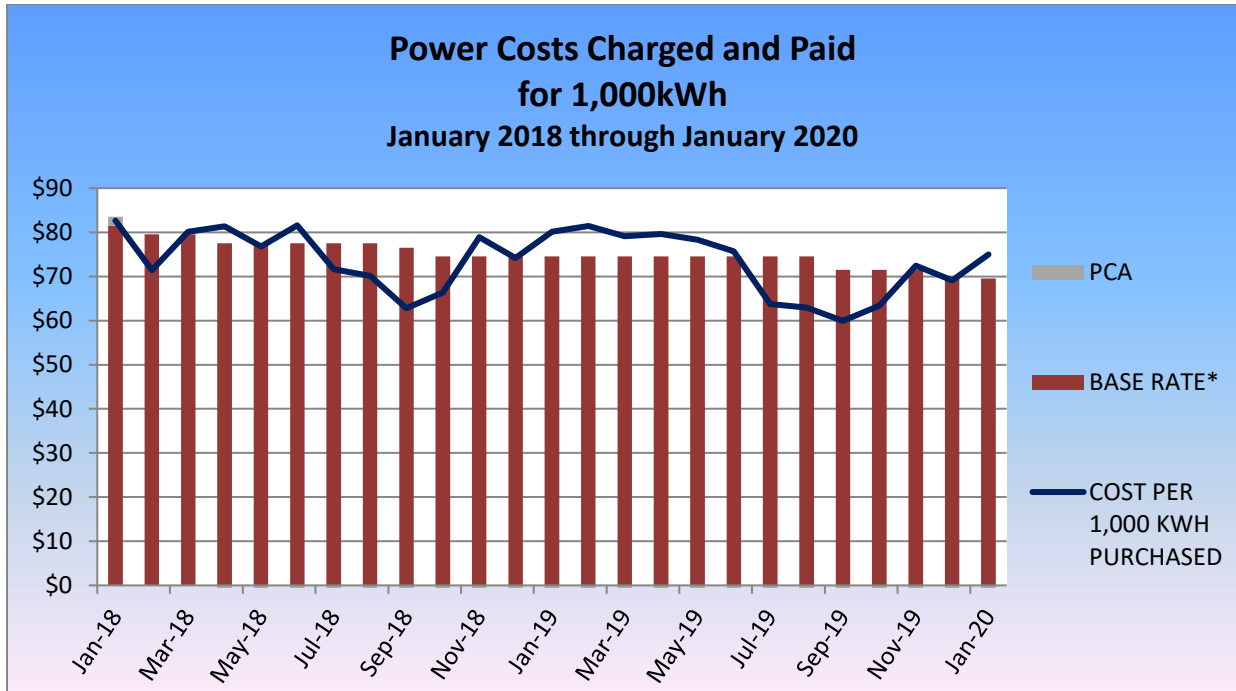
**Fort Pierce Utilities Authority**  
**Power Costs Paid and Recovered**  
**24 Months Ended January 31, 2020**

	<b>PCA PER 1,000 KWH</b>	<b>POWER COST PAID PER MONTH</b>	<b>CUSTOMER RECOVERY PER MONTH*</b>	<b>MONTHLY OVER (SHORT)</b>	<b>CUMULATIVE OVER (SHORT)</b>
<b>January 2018</b>					\$4,821,752
<b>February 2018</b>	\$0.00	\$2,837,508	\$2,991,235	\$153,727	\$4,975,479
<b>March 2018</b>	\$0.00	\$3,219,971	\$3,105,677	(\$114,294)	\$4,861,185
<b>April 2018</b>	-\$2.00	\$3,542,142	\$3,147,626	(\$394,516)	\$4,466,669
<b>May 2018</b>	-\$2.00	\$3,631,232	\$3,252,325	(\$378,907)	\$4,087,763
<b>June 2018</b>	-\$2.00	\$4,296,458	\$3,765,094	(\$531,364)	\$3,556,399
<b>July 2018</b>	-\$2.00	\$4,137,325	\$4,093,123	(\$44,203)	\$3,512,196
<b>August 2018</b>	-\$2.00	\$4,101,157	\$4,052,770	(\$48,388)	\$3,463,808
<b>September 2018</b>	-\$3.00	\$3,539,868	\$4,367,113	\$827,245	\$4,291,053
<b>October 2018</b>	-\$5.00	\$3,553,086	\$4,369,753	\$816,667	\$5,107,721
<b>November 2018</b>	-\$5.00	\$3,413,688	\$3,338,075	(\$75,613)	\$5,032,108
<b>December 2018</b>	-\$5.00	\$2,985,302	\$3,161,136	\$175,834	\$5,207,941
<b>January 2019</b>	-\$5.00	\$3,246,913	\$2,891,481	(\$355,432)	\$4,852,510
<b>February 2019</b>	-\$5.00	\$3,118,833	\$2,761,480	(\$357,353)	\$4,495,157
<b>March 2019</b>	-\$5.00	\$3,265,282	\$3,029,982	(\$235,299)	\$4,259,857
<b>April 2019</b>	-\$5.00	\$3,595,800	\$2,844,341	(\$751,459)	\$3,508,398
<b>May 2019</b>	-\$5.00	\$4,111,730	\$3,341,203	(\$770,527)	\$2,737,871
<b>June 2019</b>	-\$5.00	\$4,146,787	\$4,174,969	\$28,181	\$2,766,053
<b>July 2019</b>	-\$5.00	\$3,686,034	\$4,397,768	\$711,734	\$3,477,787
<b>August 2019</b>	-\$5.00	\$3,570,491	\$3,676,062	\$105,571	\$3,583,358
<b>September 2019</b>	-\$8.00	\$3,229,587	\$4,267,731	\$1,038,144	\$4,621,502
<b>October 2019</b>	-\$8.00	\$3,409,064	\$3,556,885	\$147,821	\$4,769,323
<b>November 2019</b>	-\$8.00	\$2,968,411	\$3,402,312	\$433,901	\$5,203,224
<b>December 2019</b>	-\$10.00	\$2,760,377	\$2,736,092	(\$24,284)	\$5,178,940
** <b>January 2020</b>	-\$10.00	\$3,062,587	\$2,654,416	(\$408,171)	\$4,770,769

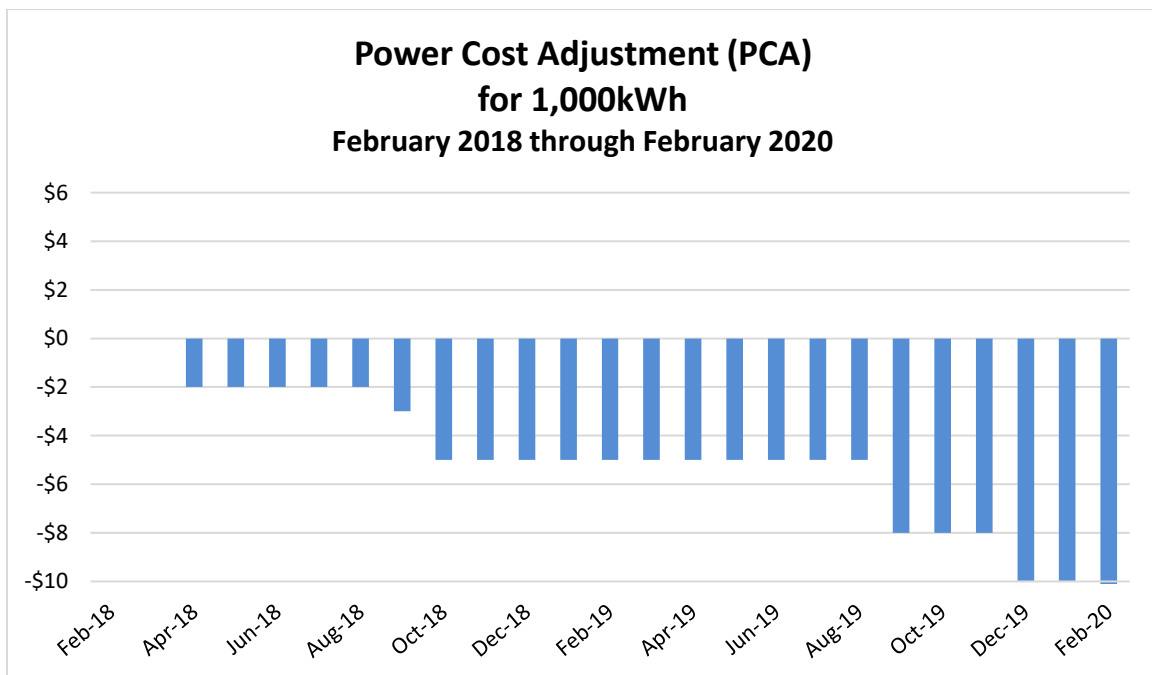
\* The customer recovery per month includes \$79.522 per 1,000 kWh included in the base rate plus or minus the power cost adjustment (PCA).

\*\* Preliminary

Presented below is a chart of FPUA’s power cost recovery as compared to the amount FMPA has charged FPUA to purchase power for the past 25 months. Please note how volatile FMPA’s costs have been. The cost of power purchased from FMPA for the month of January was billed to FPUA at the rate of \$74.95 for 1,000kWh, an increase of \$5.84 as compared to December. FPUA recovered \$69.52 for the same time period.



\* The base rate is reduced by the negative PCA, if applicable.



**FMPA ALL-REQUIREMENTS ALL-IN RATE PROJECTIONS VS. ACTUAL - 60% LOAD FACTOR**

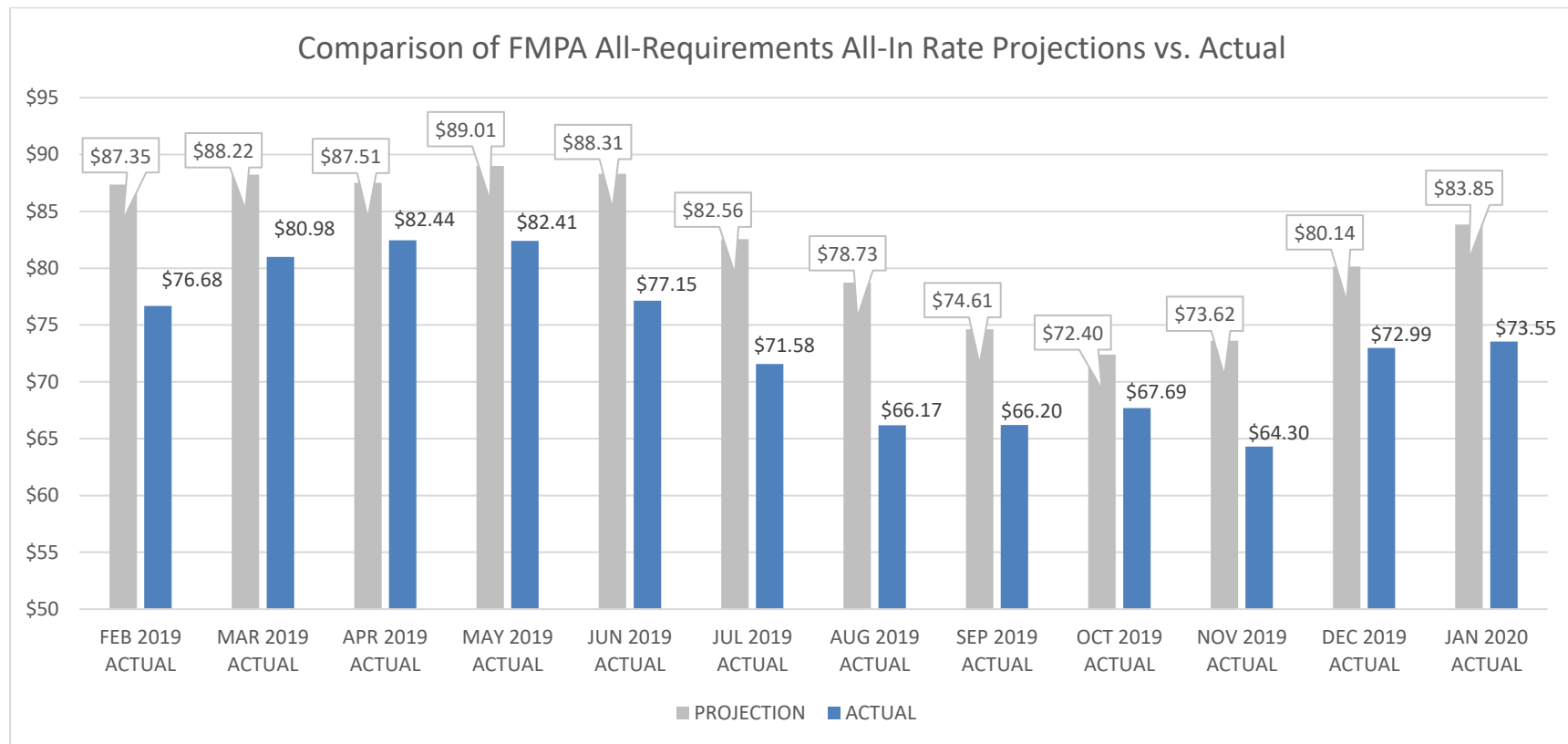
The tables below display the accuracy level of FMPA's rate projections over time compared to the actual results in the column at the right.

The variances, below or (above) projections, are shown at the bottom of the page.

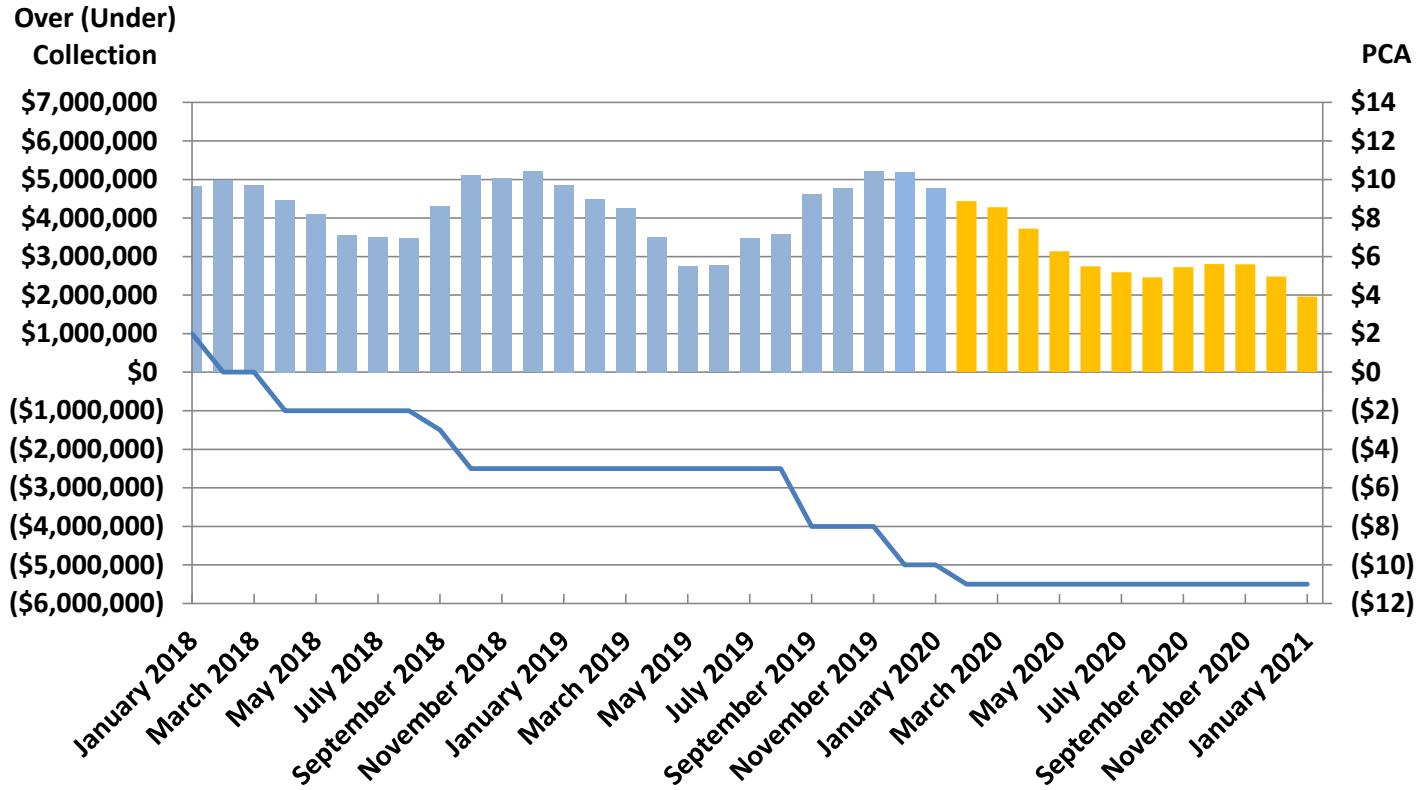
		PROJECTIONS												ACTUAL	
		DATE PROJECTED													
		FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020		
		<b>50% CONFIDENCE</b>													
BILLING MONTH	FEB 2019	\$ 76.68													\$ 76.68
	MAR 2019	\$ 81.81	\$ 80.98												\$ 80.98
	APR 2019	\$ 85.41	\$ 83.10	\$ 82.44											\$ 82.44
	MAY 2019	\$ 85.92	\$ 83.92	\$ 82.85	\$ 82.41										\$ 82.41
	JUN 2019	\$ 85.72	\$ 83.72	\$ 81.93	\$ 79.54	\$ 77.13									\$ 77.15
	JUL 2019	\$ 84.47	\$ 82.76	\$ 80.99	\$ 77.67	\$ 75.39	\$ 71.58								\$ 71.58
	AUG 2019	\$ 81.57	\$ 80.08	\$ 78.29	\$ 75.19	\$ 73.51	\$ 68.22	\$ 66.17							\$ 66.17
	SEP 2019	\$ 76.82	\$ 75.55	\$ 73.94	\$ 71.28	\$ 69.83	\$ 65.33	\$ 71.47	\$ 66.20						\$ 66.20
	OCT 2019	\$ 74.27	\$ 73.09	\$ 71.44	\$ 69.28	\$ 68.16	\$ 64.62	\$ 64.89	\$ 62.54	\$ 67.69					\$ 67.69
	NOV 2019	\$ 74.90	\$ 74.03	\$ 72.78	\$ 70.97	\$ 69.57	\$ 67.18	\$ 67.33	\$ 65.85	\$ 68.69	\$ 64.30				\$ 64.30
	DEC 2019	\$ 81.05	\$ 80.17	\$ 78.63	\$ 77.20	\$ 72.99	\$ 73.14	\$ 73.69	\$ 72.53	\$ 74.23	\$ 66.79	\$ 72.99			\$ 72.99
JAN 2020	\$ 83.85	\$ 82.80	\$ 81.10	\$ 80.15	\$ 74.10	\$ 76.11	\$ 76.12	\$ 75.27	\$ 76.81	\$ 70.78	\$ 74.80	\$ 73.55		\$ 73.55	

		ACTUAL RATE UNDER (OVER) PROJECTION												
		DATE PROJECTED												
		FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020	
		<b>50% CONFIDENCE</b>												
BILLING MONTH	FEB 2019	\$ -												
	MAR 2019	\$ 0.83	\$ -											
	APR 2019	\$ 2.97	\$ 0.66	\$ -										
	MAY 2019	\$ 3.51	\$ 1.51	\$ 0.44	\$ -									
	JUN 2019	\$ 8.57	\$ 6.57	\$ 4.78	\$ 2.39	\$ (0.02)								
	JUL 2019	\$ 12.89	\$ 11.18	\$ 9.41	\$ 6.09	\$ 3.81	\$ -							
	AUG 2019	\$ 15.40	\$ 13.91	\$ 12.12	\$ 9.02	\$ 7.34	\$ 2.05	\$ -						
	SEP 2019	\$ 10.62	\$ 9.35	\$ 7.74	\$ 5.08	\$ 3.63	\$ (0.87)	\$ 5.27	\$ -					
	OCT 2019	\$ 6.58	\$ 5.40	\$ 3.75	\$ 1.59	\$ 0.47	\$ (3.07)	\$ (2.80)	\$ (5.15)	\$ -				
	NOV 2019	\$ 10.60	\$ 9.73	\$ 8.48	\$ 6.67	\$ 5.27	\$ 2.88	\$ 3.03	\$ 1.55	\$ 4.39	\$ -			
	DEC 2019	\$ 8.06	\$ 7.18	\$ 5.64	\$ 4.21	\$ -	\$ 0.15	\$ 0.70	\$ (0.46)	\$ 1.24	\$ (6.20)	\$ -		
JAN 2020	\$ 10.30	\$ 9.25	\$ 7.55	\$ 6.60	\$ 0.55	\$ 2.56	\$ 2.57	\$ 1.72	\$ 3.26	\$ (2.77)	\$ 1.25	\$ -		

Presented below is a comparison of FMPA All-Requirements Projections vs. Actual, as previously presented to the FPUA Board monthly, but in a different format. The rate projections displayed below were prepared 11 months prior. For example, in July 2018, the June 2019 rates were projected to be \$88.31; actual rates were \$77.15. The projected rates were provided by FMPA for members with a 60% load factor, based on 50% confidence. Because FPUA’s load factor varies, the actual rates presented below are at a 60% load factor, and are not the rates actually paid by FPUA each month. Please note that the projections presented below, on average, are 12% higher than the actuals.

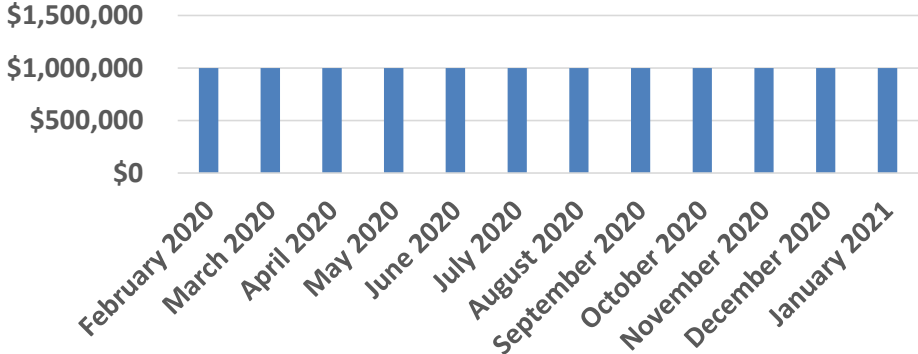


## Power Cost Adjustment and Over (Under) Recovery

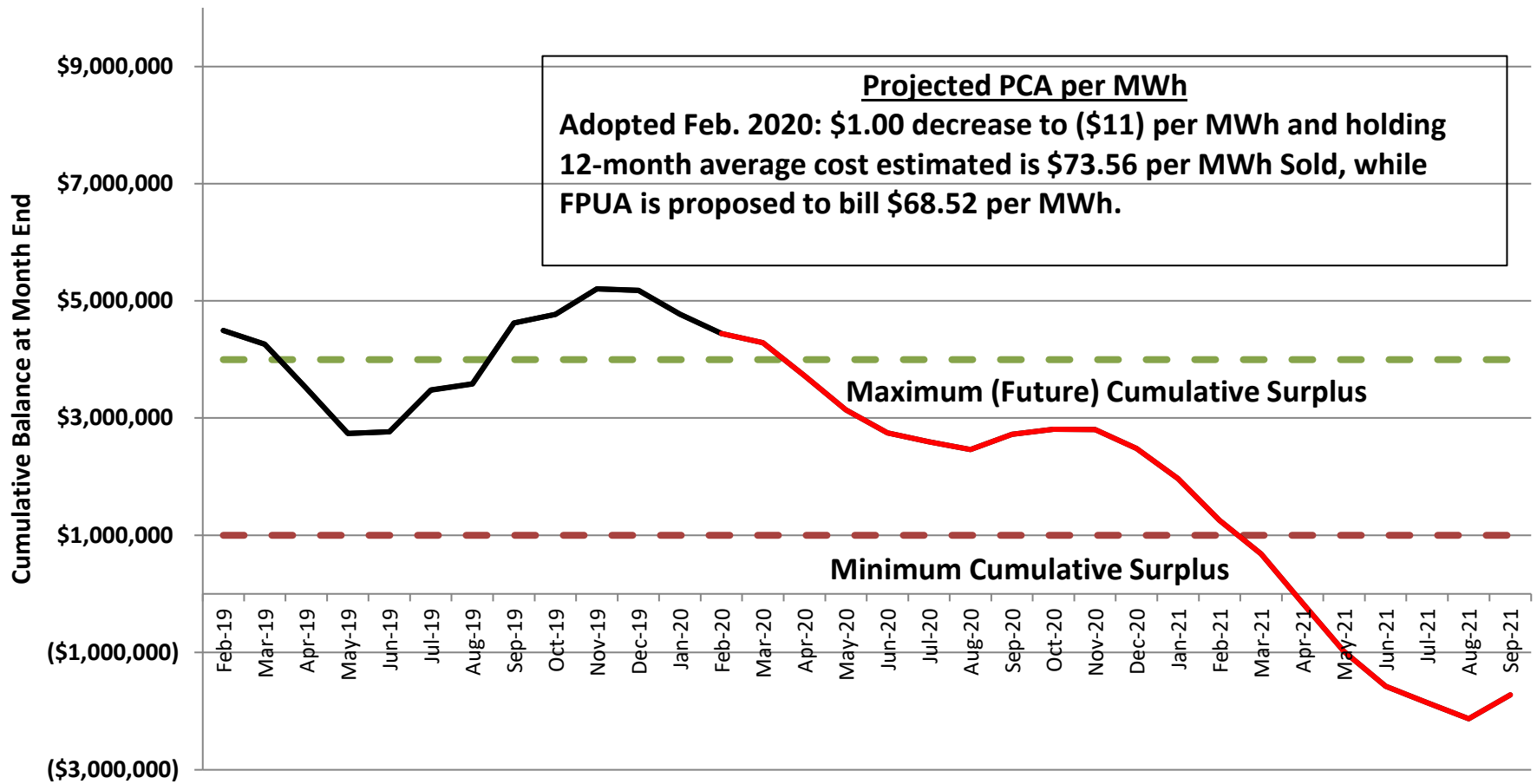


ACTUAL AMOUNTS	PROJECTIONS at 50% CONFIDENCE LEVEL
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### Rate Stabilization Fund available



**January 2020  
Scenario 1 - No Change  
Projected PCA Management Strategy [\*]**



*[\*] Actual costs through January 2020. Projected costs provided by FMPPA.*

TABLE 1  
 FPUA - ELECTRIC PCA ANALYSIS  
 FOR THE 12-MONTH PERIOD ENDING JANUARY 31, 2021

	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	TOTAL
BEG BAL PER GL 05-2-000-25315-0000 DR (CR)	(\$4,770,768.87)	(\$4,441,044.64)	(\$4,283,203.56)	(\$3,719,557.46)	(\$3,138,599.64)	(\$2,747,403.20)	(\$2,592,390.44)	(\$2,459,388.36)	(\$2,724,184.54)	(\$2,806,154.85)	(\$2,801,045.40)	(\$2,481,622.37)	(\$4,770,768.87)
<b>COSTS OF PURCHASED POWER: [2]</b>													
TOTAL COSTS	\$2,900,528	\$2,915,218	\$3,295,351	\$3,597,880	\$3,903,615	\$3,914,727	\$3,885,221	\$3,580,231	\$3,424,658	\$2,958,511	\$3,062,974	\$3,397,605	\$40,836,520
PLUS LOAD RETENTION CREDITS	9,451	10,472	10,464	12,219	13,240	14,225	14,475	13,189	11,867	9,528	9,637	9,755	138,523
NET METERING	0	0	0	0	0	0	0	0	0	0	0	0	0
AMOUNT ALLOCABLE	\$2,909,979	\$2,925,691	\$3,305,816	\$3,610,099	\$3,916,855	\$3,928,952	\$3,899,695	\$3,593,420	\$3,436,525	\$2,968,039	\$3,072,611	\$3,407,361	\$40,975,043
TOTAL PROJECTED PURCHASES (KWH) [3]	38,603,782	42,142,915	44,503,540	50,674,551	53,756,953	57,359,469	58,191,339	53,585,947	49,499,952	41,381,689	42,066,258	42,460,409	574,226,804
AVE COST PER KWH PURCHASED	0.075381	0.069423	0.074282	0.071241	0.072862	0.068497	0.067015	0.067059	0.069425	0.071723	0.073042	0.080248	0.071357
AVE COST PER KWH PURCHASED CUMULATIVE		0.072271	0.072986	0.072483	0.072572	0.071758	0.070958	0.070434	0.070323	0.070441	0.070647	0.071357	0.071357
TOTAL PROJECTED SALES (KWH) [3]	37,655,855	40,393,590	40,018,824	44,206,842	51,452,941	55,076,315	54,970,569	56,306,236	51,348,406	43,240,564	40,179,623	42,150,235	557,000,000
AVE COST PER KWH SOLD	0.077278	0.072430	0.082607	0.081664	0.076125	0.071337	0.070942	0.063819	0.066926	0.068640	0.076472	0.080838	0.073564
AVE COST PER KWH SOLD CUMULATIVE		0.074769	0.077425	0.078580	0.077989	0.076626	0.075661	0.073907	0.073076	0.072672	0.072968	0.073564	0.073564
BASE POWER COST	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522	0.079522
BASE RECOVERY	\$2,994,468.89	\$3,212,179.03	\$3,182,376.92	\$3,515,416.46	\$4,091,640.79	\$4,379,778.75	\$4,371,369.61	\$4,477,584.51	\$4,083,327.95	\$3,438,576.13	\$3,195,163.95	\$3,351,871.01	\$44,293,754.00
ADOPTED / PROJECTED PCA FACTOR	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)	(0.0110000)
PCA RECOVERY	(\$414,214.40)	(\$444,329.48)	(\$440,207.06)	(\$486,275.26)	(\$565,982.35)	(\$605,839.47)	(\$604,676.26)	(\$619,368.60)	(\$564,832.47)	(\$475,646.20)	(\$441,975.85)	(\$463,652.59)	(\$6,126,999.99)
TOTAL EST POWER COST RECOVERED FROM SALES	\$2,580,254.49	\$2,767,849.55	\$2,742,169.86	\$3,029,141.20	\$3,525,658.44	\$3,773,939.28	\$3,766,693.35	\$3,858,215.91	\$3,518,495.48	\$2,962,929.93	\$2,753,188.10	\$2,888,218.42	\$38,166,754.01
PCA ADJUSTMENT UNDER (OVER) RECOVERY - PER MONTH	\$329,724.24	\$157,841.08	\$563,646.10	\$580,957.82	\$391,196.44	\$155,012.76	\$133,002.08	(\$264,796.18)	(\$81,970.31)	\$5,109.45	\$319,423.03	\$519,142.12	\$2,808,288.62
OTHER ADJUSTMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0
ENDING BAL DR (CR)	(\$4,441,044.64)	(\$4,283,203.56)	(\$3,719,557.46)	(\$3,138,599.64)	(\$2,747,403.20)	(\$2,592,390.44)	(\$2,459,388.36)	(\$2,724,184.54)	(\$2,806,154.85)	(\$2,801,045.40)	(\$2,481,622.37)	(\$1,962,480.25)	(\$1,962,480.25)

NOTES:

[1] Beginning PCA Balance based on actual results as of January 31, 2020.

[2] Projected costs based on updated information provided by FMPA as of January 31, 2020.

[3] Projected purchases and sales of energy based on actual, historical results. Purchases reflect the amount of demand in each month shown, while sales amounts in each month are based upon when the customer bills were rendered. On average, total sales for the 12-months are estimated to be approximately 97% of total purchases, which would result in an average line loss of 3%.

**FYI – The Chairman and Secretary will be signing this Agreement today**

## Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



### Board Submission Form

2/12/2020

**Department:** 35 - Facilities

**Board Meeting Date:** 02/18/2020

**Item Type:** Contract Agreement

**Subject:** Substation Fence Repairs

**Recommendation:**

Approve the Contract with A Great Fence, LLC, of Port St. Lucie, Florida, in an amount not to exceed \$9,500 annually for Substation Fence Repairs, for the period of February 19, 2020, to February 18, 2021, with four one-year renewal options.

**Reviewed By Attorney:** NA (FPUA Standard Contract)

**Funds Available From:**      No Funds Needed   X   Budgeted      Contingency

**Approvals:**

**System Director:** CISNEROS, JAVIER Feb 11 2020 10:44AM

**Director of Finance:** MIKA, BARBARA A. Feb 11 2020 11:16AM

**Director of Utilities:** TOMPECK, JOHN K. Feb 12 2020 8:28AM



Memorandum

**TO:** John K. Tompeck, P.E., Director of Utilities  
**THROUGH:** Javier Cisneros, P.E., Director of Utility Support Services  
**FROM:** Eric R. Winterstein, CFM, Facilities and Fleet Superintendent  
**DATE:** February 11, 2020  
**SUBJECT:** **Substation Fence Repairs**

**RECOMMENDATION:**

Approve the Contract with A Great Fence, LLC, of Port St. Lucie, Florida, in an amount not to exceed \$9,500 annually for Substation Fence Repairs, for the period of February 19, 2020, to February 18, 2021, with four one-year renewal options.

**SUMMARY/SUPPORTING INFORMATION**

A Great Fence, LLC was awarded a contract based on RFP No. 19-41, to repair substation fences with new barbed wire, grade beams, and gates at all substations. Staff is very satisfied with the quality of work on this project and recommends a stand-alone contract for miscellaneous substation fence repairs as needed.

**ALTERNATIVES (IF ANY):**

Place miscellaneous substation fence repairs out for bid, which would be difficult, to create specifications for repairs that are not yet needed.

**ATTACHMENTS:**

FPUA Contract

**FORT PIERCE UTILITIES AUTHORITY CONTRACT  
FOR  
SUBSTATION FENCE REPAIRS**

Contract is made between Fort Pierce Utilities Authority (FPUA) and A Great Fence, LLC, of the City of Port St. Lucie, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

**Section 1**

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

**Section 2**

Contractor is hereby contracted with to perform the following services: Substation Fence Repairs in accordance with Scope of Work in Attachment A and Contractor's pricing proposal(s) appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

**Section 3**

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Sites:

Sub 1	Lawnwood	2450 Rhode Island Ave., Fort Pierce, FL 34950
Sub 2	Garden City	1819 N. 21 St., Fort Pierce, FL 34950
Sub 3	Savannah	91 Savannah Rd., Fort Pierce, FL 34982
Sub 4	Causeway	403 Seaway Drive, Fort Pierce, FL 34949
Sub 5 & 11	King	205 A.E. Backus Ave., Fort Pierce, FL 34950
Sub 6 & 10	Hartman	1810 Hartman Rd., Fort Pierce, FL 34947
Sub 11	King	205 A.E. Backus Ave., Fort Pierce, FL 34950
Sub 12	Garden City	2000 N. 25th Street, Fort Pierce, FL 34950

**Section 4**

The job upon which Contractor is to perform the services shall be referred to as the Substation Fence Repairs, job.

**Section 5**

Contractor shall be paid by FPUA in the following manner: per job and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received.

Total job price: not to exceed \$9,500.00 (nine thousand five hundred dollars and no cents) annually based on the pricing estimates to be provided by Contractor for each specified job and the terms contained in the Contractor's said proposal(s) for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

#### **Section 6**

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

#### **Section 7**

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment B. All requirements of this section shall be approved by FPUA.

#### **Section 8**

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

#### **Section 9**

This Contract shall commence upon February 19, 2020 and end on February 18, 2021. There shall be four (4) one-(1) year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster.

#### **Section 10**

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

#### **Section 11**

This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

#### **Section 12**

FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:
- i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below;
  - ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;
  - iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:
    - a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;
    - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
    - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

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

- C. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

### **Section 13**

- A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

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

Signed, sealed and delivered in the presence of:

A GREAT FENCE, LLC

BY: [Signature]  
Signature/Officer of Firm (Manual)

DARRICK BAILEY  
Name (Typed or Printed)

TITLE: PRESIDENT

STATE OF: Florida

COUNTY OF: St Lucie

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2020, by

Darrick Bailey, Pres, of A Great Fence  
Officer of Firm Title Name of Firm  
a Florida corporation, on behalf of the corporation.  
State

He/She is personally known to me or has produced \_\_\_\_\_  
as identification.

[Signature]  
Notary Public

My commission expires: 11/06/2023



ATTEST:

FORT PIERCE UTILITIES AUTHORITY

\_\_\_\_\_  
Secretary  
(FPUA Seal)

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:

BY: [Signature]  
Fort Pierce Utilities Authority Attorney

SPECIFICATIONS  
FOR  
SUBSTATION FENCE REPAIRS

Work Objective:

Repair existing Fence Systems, as requested by FPUA, for FPUA properties in Fort Pierce, Florida.

Scope of Service:

Contractor will inspect and locate areas of concern when requested by FPUA. Contractor will provide FPUA with a written estimate/proposal outlining Contractor's recommended repair work and total cost of repair. Additional work will include line posts, terminal posts, tension wire, top braces/bottom rails, galvanized chain link fabric (with like material that is in place), gates, gate down rods, and grade beams as needed at various locations. Barbed wire repairs will include 4 point 12.5 gauge class 3 barbed wire.

Contractor shall be responsible for removal and disposal of all used materials following completion of the work.

Locations:

The services to be performed by Contractor shall be on the following site(s):

Sub 1	Lawnwood	2450 Rhode Island Ave., Fort Pierce, FL 34950
Sub 2	Garden City	1819 N. 21 St., Fort Pierce, FL 34950
Sub 3	Savannah	91 Savannah Rd., Fort Pierce, FL 34982
Sub 4	Causeway	403 Seaway Drive, Fort Pierce, FL 34949
Sub 5 & 11	King	205 A.E. Backus Ave., Fort Pierce, FL 34950
Sub 6 & 10	Hartman	1810 Hartman Rd., Fort Pierce, FL 34947
Sub 11	King	205 A.E. Backus Ave., Fort Pierce, FL 34950
Sub 12	Garden City	2000 N. 25th Street, Fort Pierce, FL 34950

REQUIRED LIMITS OF INSURANCE  
FOR  
FORT PIERCE UTILITIES AUTHORITY  
TYPE III

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

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

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

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

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

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

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

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

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000
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Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Occurrence/Annual Aggregate	\$1,000,000
	Project Specific

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

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

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

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

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

**Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.**

**Certificates of Insurance must be completed as follows:**

**Additional Insured:**

**Fort Pierce Utilities Authority and its board members, officials, officers and employees**

**Certificate Holder**

**Fort Pierce Utilities Authority**

**Attn: Risk Program Manager**

**PO Box 3191**

**Fort Pierce FL 34948-3191**

Certificates may be emailed to: [risk@fpu.com](mailto:risk@fpu.com)

(Rev. 02/2019)

**FYI – The Chairman and Secretary will be signing this Agreement today**

## Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600



### Board Submission Form

2/11/2020

**Department:** 32 - Information Technology Svcs

**Board Meeting Date:** 02/18/2020

**Item Type:** Contract Agreement

**Subject:** Thinkstock Essentials

**Recommendation:**

Approve the Contract with Getty Images(US), Inc., of New York, New York, in the amount of \$1,899 for Thinkstock Essentials, for the period from February 20, 2020 to February 19, 2021.

**Reviewed By Attorney:** No

**Funds Available From:**      No Funds Needed   X   Budgeted      Contingency

**Approvals:**

**System Director:** CISNEROS, JAVIER Feb 10 2020 9:29AM

**Director of Finance:** MIKA, BARBARA A. Feb 10 2020 5:09PM

**Director of Utilities:** TOMPECK, JOHN K. Feb 11 2020 10:46AM



Memorandum

**TO:** John K. Tompeck, P.E., Director of Utilities  
**THROUGH:** Javier Cisneros, P.E., Director of Utility Support Services  
**FROM:** Thomas A. Fryar, I T Services Manager  
**DATE:** February 11, 2020  
**SUBJECT:** **THINKSTOCK ESSENTIALS**

**RECOMMENDATION:**

Approve the Contract with Getty Images(US), Inc., of New York, New York, in the amount of \$1,899 for Thinkstock Essentials, for the period from February 20, 2020 to February 19, 2021.

**SUMMARY/SUPPORTING INFORMATION**

Getty Images is a supplier of professional stock images, editorial photography, video and music to be used in website design and business marketing. Thinkstock Essentials agreement will provide a reliable method to search and browse, and download royalty-free and watermark-free images to be used on customer facing web pages and business marketing material.

**ALTERNATIVES (IF ANY):**

Return to the previous methods of locating royalty-free images at professional quality, which could reduce productivity and increase costs.

**ATTACHMENTS:**

Quote  
Vendor Agreement - Government Rider



This document sets forth the terms and conditions for the Premium Access Agreement ("PA") that you have requested.

To conclude your purchase of the PA, please confirm that you accept the terms specified in the attached Agreement by selecting "I Agree."

Quote Date (MM/DD/YYYY):

Quote/Project name: Premium Access Essentials

Email: tmalin@fpua.com

Quotation expiration (YYYY-MM-DD): 2020-02-21

Subtotal: USD 1899.00

Quote for:

Tammy Malin  
Fort Pierce Utilities Authority  
P. O. Box 3191

Fort Pierce  
FL  
34948-3191  
USA

## Quote Details – PA

### Premium Access Thinkstock Essentials

Content Level: Thinkstock Essentials

Rights Level: Basic

Downloads/year: 1200

Price: USD 1899.00 payable in Anually installment(s) commencing (YYYY-MM-DD) 2020-02-21

Overage Fee:

Effective Date (YYYY-MM-DD): 2020-02-21

Overage: 0

Your Premium Access agreement will automatically renew for an additional year. You can turn off auto-renew any time from your account and continue to enjoy access to your agreement until your term ends. Auto-renew may not be available with your agreement, in which case it will expire once your term ends.

**I Agree**

Subtotal: USD 1899.00 \*

\* Note: Any sales tax included in this quote is an estimation and may change at the time of purchase. Sales tax may be applied to your order in accordance with applicable state and local tax laws.

Note: All images through your PA are subject to the terms and conditions set forth in the Premium Access Thinkstock Essentials Agreement, attached hereto, which agreement is incorporated by reference.

## PREMIUM ACCESS THINKSTOCK ESSENTIALS AGREEMENT

Your Agreement is made up of:

- sales quote to which this document is attached (the “**Quote**”). The Quote sets out specific information relating to your access to content, usage rights and fees.
- commercial terms set out below (the “**Commercial Terms**”). The Commercial Terms provide further information around your usage rights and restrictions.
- standard terms and conditions found at <http://www.gettyimages.com/eula> (the “**Standard Terms and Conditions**”). The Standard Terms and Conditions include terms that are applicable to all premium access agreements with Getty Images.

The Commercial Terms, Standard Terms and Conditions and the Quote will together be referred to as the “Agreement”. In the event of any conflict between the Commercial Terms and the Standard Terms and Conditions, the Commercial Terms take priority.

The Agreement is between you (the licensee as set out in the Quote) and an affiliate of Getty Images, Inc. (“Getty Images”) set out in the “Licensor” section below.

### COMMERCIAL TERMS:

<b>Content</b>	Stills content for download from Getty Images Thinkstock Essentials collection.
<b>Rights Level</b>	<p>Your Rights Level is as set out in your Quote:</p> <ul style="list-style-type: none"> <li>• <b>Basic</b></li> <li>• <b>Standard</b> or</li> <li>• <b>Extended.</b></li> </ul> <p>You may use content in any way that is not restricted (see Restrictions below and Section 3 of the Standard Terms and Conditions, collectively herein “Restrictions”).</p> <p>Certain Restrictions are governed by your Rights Level. Please refer to your Quote which indicates your Rights Level.</p> <p>Subject to the Restrictions and the rest of this Agreement, the rights granted to you by Getty Images are:</p> <ul style="list-style-type: none"> <li>• <b>Perpetual</b>, meaning there is no expiration or end date on your rights to use the content.</li> <li>• <b>Unlimited Projects</b>, meaning RF content can be used an unlimited number of times. Please note that content marked editorial may only be used in an editorial manner and may not be used be used for any commercial, promotional, endorsement, advertising or merchandising use.</li> <li>• <b>Worldwide</b>, meaning content can be used in any geographic territory.</li> <li>• <b>Non-Exclusive</b>, meaning that you do not have exclusive rights to use the content. Getty Images can license the same content to other customers.</li> <li>• <b>Any and all media</b>, meaning content can be used in print, in digital or in any other medium or format.</li> </ul> <p>For purposes of this Agreement, “use” means to copy, reproduce, modify, edit, synchronize, perform, display, broadcast, publish, or otherwise make use of.</p> <p><b>Examples of how you can use the content include:</b> websites; blog posts; social media; advertisements; marketing campaigns; corporate presentations; newspapers; magazines; books; film and television productions; web and mobile applications; product packaging; syndication of your end use to third parties. <b>Please note that there may be restrictions to some of these uses for content marked editorial.</b></p> <p>Please make sure you read the Restrictions section below and Section 3 of the Standard Terms and Conditions for exceptions.</p>

<p><b>Download Cap</b></p>	<p>You may download up to the number of items of content set out in your Quote.</p> <p>If your Quote indicates that you are eligible for 'Overage' and you download content in excess of the Download Cap ("Overage Content"), you will be charged the Overage Fee for each piece of Overage Content. The "Overage Fee" for each piece of Overage content is equal to your Fee (set out in the Quote) divided by your Download Cap (set out in the Quote).</p>																														
<p><b>Fees</b></p>	<p>You agree to pay Getty Images the amount set out in your Quote on the terms set out in your Quote and the Standard Terms and Conditions. If you download all of the files in your Download Cap prior to full payment of the price set out in your Quote, regardless of any payment schedule in the Quote, the remaining difference shall be immediately invoiced and you agree to pay such difference in one lump sum within 30 days of the date of the invoice.</p>																														
<p><b>Restrictions</b></p>	<p>In addition to the Restrictions set out in Section 3 of the Standard Terms and Conditions, your Rights Level shall govern certain Restrictions:</p> <table border="1" data-bbox="342 669 1446 1184"> <thead> <tr> <th></th> <th>Basic</th> <th>Standard</th> <th>Extended</th> </tr> </thead> <tbody> <tr> <td><b>Products for Resale</b></td> <td>No</td> <td>100,000 items in the aggregate</td> <td>unlimited</td> </tr> <tr> <td><b>Electronic Templates</b></td> <td>No</td> <td>No</td> <td>Yes - unlimited</td> </tr> <tr> <td><b>Print Run</b></td> <td>500,000</td> <td>unlimited</td> <td>unlimited</td> </tr> <tr> <td><b>Users</b></td> <td>unlimited</td> <td>unlimited</td> <td>unlimited</td> </tr> <tr> <td><b>Indemnification</b></td> <td>\$10,000USD</td> <td>\$250,000USD</td> <td>uncapped</td> </tr> <tr> <td><b>Sharing Rights</b></td> <td>Up to 10 users</td> <td>unlimited</td> <td>unlimited</td> </tr> </tbody> </table> <p><b>Products for Resale.</b> Unless your Rights Level includes Products for Resale rights, you may not use Content in connection with any goods or services intended for resale or distribution where the primary value lies in the content itself including, without limitation, cards, stationery items, paper products, calendars, apparel items, posters (printed on paper, canvas, or any other media), CDs, DVDs, mobile applications or other items for resale, license or other distribution for profit. This includes "on demand" products (meaning products in which Content is selected by a third party for customization on such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, posters and other items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com).</p> <p><b>No Electronic Templates.</b> Unless your Rights Level includes Electronic Template rights, you may not use content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, brochure design templates).</p> <p><b>Limited print run.</b> Unless your Rights Level includes increased Print Run rights, you may not reproduce the content more than 500,000 times in physical print form. This restriction does not apply to electronic reproductions.</p> <p><b>Access to PA Essentials.</b> An unlimited number of users that you identify within your organization, including freelancers but not third-party agencies, may access your Premium Access Essentials account and download content. The user that downloaded the content may use the content themselves and may share the content amongst others in the organization when jointly working on projects. But the raw file of content may not be passed to anyone outside your organisation other than freelancers.</p> <p><b>Sharing Rights.</b> Your rights level defines the number of individuals that may use and share the content amongst each other. All individuals must be from one legal entity (including employees</p>				Basic	Standard	Extended	<b>Products for Resale</b>	No	100,000 items in the aggregate	unlimited	<b>Electronic Templates</b>	No	No	Yes - unlimited	<b>Print Run</b>	500,000	unlimited	unlimited	<b>Users</b>	unlimited	unlimited	unlimited	<b>Indemnification</b>	\$10,000USD	\$250,000USD	uncapped	<b>Sharing Rights</b>	Up to 10 users	unlimited	unlimited
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	<p>and freelancers but not third-party agencies) and there are no restrictions on where each individual may store the content. The raw file of content may not be provided to anyone outside of your legal entity other than freelancers. Unless renewed prior to the end of your Term, all Sharing Rights terminate at the end of the Term and all content must be removed from your shared server, digital asset management system or other storage system and stored only on individual devices.</p> <p><b>Indemnification.</b> Your Rights Level defines the financial limitation (on a per asset basis) on Getty Images' total maximum aggregate liability (meaning the total amount that Getty Images is responsible for) under the Agreement.</p>
<b>Term</b>	One year from the Effective Date as set out in the Quote.
<b>Licensor</b>	<p>The licensing entity shall be determined by your billing address, as found here:</p> <p><a href="http://www.gettyimages.com/licensing-entities">www.gettyimages.com/licensing-entities</a>.</p>
<b>Confidentiality</b>	<p>By virtue of this Agreement, the parties may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall be limited to: (i) the terms and pricing under this Agreement; (ii) all website passwords and usernames issued by Getty Images; and</p> <p>(iii) all information clearly identified in writing by the disclosing party as confidential. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) is or subsequently becomes available to the general public other than through a breach of this Agreement by the receiving party; (ii) was in the possession of receiving party prior to the execution of this Agreement;</p> <p>(iii) the receiving party rightfully received or later receives from a third party without any restriction as to confidentiality or use, so long as the receiving party does not know or have any reason to know that the third party's provision of such information is in violation of an obligation or duty of confidentiality to the disclosing party; or (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party agrees to maintain the other party's Confidential Information in confidence to the same extent that it protects its own, similar Confidential Information and to use such Confidential Information only as permitted under this Agreement. The parties agree to hold each other's Confidential Information in confidence during the Term of this Agreement and for a period of two (2) years after termination of this Agreement. The parties agree that unless required by law, they will not make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that each other's Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.</p>



**PREMIUM ACCESS  
GOVERNMENT CUSTOMER RIDER**

This Government Customer Rider ("Rider") refers to and is made a part of the Premium Access Thinkstock Essentials Standard Agreement, dated February 20<sup>th</sup> 2020 (the "Commercial Terms"), the Getty Images Content License Agreement and/or the Getty Images Music License Agreement, as applicable (the "Standard Terms and Conditions") and Invoice(s) issued thereunder (collectively, the "License Agreements") to Fort Pierce Utilities Authority ("you"). Capitalized terms used herein without definition shall have the meanings ascribed to them in the License Agreements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that, notwithstanding any term to the contrary set forth in the License Agreements, for content provided to you under the License Agreements:

1. Section 10(a) of the Getty Images Content License Agreement (and/or Section 7.2 of the Getty Images Music License Agreement, as applicable) regarding your indemnification obligation is hereby deleted in its entirety.
2. Section 11(b) of the Getty Images Content License Agreement (and/or Section 12.2 of the Getty Images Music License Agreement, as applicable) regarding audits is hereby deleted in their entirety and replaced with the following:

"Upon reasonable notice, you shall provide sample copies of uses of the content to Getty Images. Where Getty Images reasonably believes that content is being used by more than the authorized number of users, or that content is being used outside of the scope of the license granted under this Agreement, you shall, at Getty Images' request, provide a certificate of compliance signed by an officer of yours, in a form to be approved by Getty Images."

3. Section 11(d) of the Getty Images Content License Agreement (and/or Section 12.4 of the Getty Images Music License Agreement, as applicable) regarding governing law and notice is hereby deleted in their entirety and replaced with the following:

"This agreement will be governed under laws of the State of Florida (without reference to conflicts of laws principles). This agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You consent to service of any required notice or process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the content was downloaded or at the time you are first granted access to the membership portions of Getty Images' website, or such other address as you may advise us in writing to use, from time to time. Getty Images shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Getty Images, such action is necessary or desirable."

This Rider is executed pursuant to Section 11(g) of the Getty Images Content License Agreement (and/or Section 12.7 of the Getty Images Music License Agreement, as applicable). In the event of any inconsistency between this Rider and the License Agreements, the terms of this Rider shall govern. Except as modified hereby, all of the terms of the License Agreements shall remain in full force and effect.

Accepted and agreed as of the Effective Date:

By: **GETTY IMAGES (US), INC.**

**FORT PIERCE UTILITIES AUTHORITY**

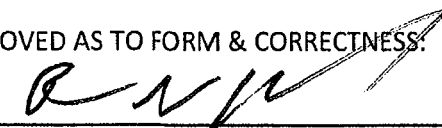
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Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM & CORRECTNESS:

BY: 

Fort Pierce Utilities Authority Attorney