

**FORT PIERCE UTILITIES AUTHORITY
REGULAR MEETING
AGENDA**

TUESDAY

January 3, 2023 2:00 PM

City Commission Chambers

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

MEETING TO ORDER

Opening Prayer by Jason Mittler, Manager FPUA.net.

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 on December 6, 2022.

C. COMMENTS FROM THE PUBLIC:

D. CONSENT AGENDA:

1. POA NO. 23-04: Approve 1) the single source purchase of Enclosures and Handholds from The Galloway Group, Inc., of Ft. Myers, Florida, in the not to exceed amount of \$24,707.10; and 2) additional funding in an amount not to exceed \$125,000 annually for inventory purchases, for a total of \$149,707.10. Orders will be from the qualified vendor with lowest determined price based on daily market pricing quoted through the AURSI system. The initial term of PO Contracts shall be the period of January 1, 2023 thru December 31, 2023.
2. POA No. 22-99: Approve Amendment No. 3 to the Strategic Communication Services Contract with VancoreJones, of Tallahassee, Florida, to increase the not to exceed contract amount by \$11,000 from \$69,500 to \$80,500 annually.
3. POA No. 21-57: Approve Amendment No. 1 to the Florida Transformer LLC dba Emerald Transformer, of McKinney, TX to increase the not to exceed contract amount by \$50,000, from \$30,000 to \$80,000 annually.
4. POA No. 17-50: Approve the Contract, for Minsait ACS PRISM System Upgrade with Minsait ACS Inc., of Peachtree Corners, Georgia, in an amount not to exceed \$200,000. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

E. RECOGNITION OF EXCELLENCE:

F. OLD BUSINESS:

G. NEW BUSINESS:

1. 2022 NERC Annual Review - For Information Only
2. RFQu No. 20-10A: Authorize staff to negotiate contracts for Continuing Professional Engineering and/or Design-Build Services related to Electric and Gas Systems with selected firms for a five-year term with unlimited five-year renewal options. Once finalized the agreements will be submitted to the Board for approval and signature.
3. Natural Gas Rate Stabilization Fund Updated – November 2022 – For Information Only
4. Approve Amended Memorandum of Understanding (MOU) between Allegany Franciscan Ministries, Inc. (AFM), of Palm Harbor, Florida, the City of Fort Pierce, St. Lucie County and FPUA for the Smart Neighborhood Initiative to provide high speed connectivity in the Lincoln Park community of Fort Pierce. FPUA's contribution to this project is not expected to exceed \$600,000, or 48% of the total \$1,250,000. The effective date of this MOU will be the date of final approval by all parties and is anticipated to be completed within 24 months of the effective date.
5. POA 15-11: Approve the single source purchase of Neptune Meters and Registers from Sunstate Meter & Supply, Inc. (Sunstate) of Newberry, Florida, in an amount not to exceed \$1,028,576.72, for the Final Phase for the Advanced Metering Infrastructure (AMI) Project.
6. CDARS Investments – For Information Only
7. Status Report on Electric Power Cost Adjustment (PCA) for November 2022

H. AWARD OF BID:

I. RESOLUTIONS:

1. Approve Resolution No. 2023-01 – A Resolution of the Fort Pierce Authority, adopting the 2023 official Investment Policy.

J. DIRECTOR:

K. ATTORNEY:

L. COMMENTS FROM BOARD MEMBERS:

M. ADJOURN

Contracts under \$50,000 in Board Packet for Chairman and Secretary Signature:

1. EnerGov Interagency Agreement – EnerGov Land Management System - \$4,057.20
2. Roof Authority – Savannah Road Substation Roof Replacement - \$13,000.00

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, DECEMBER 6, 2022, 4:00 P.M., CITY COMMISSION CHAMBERS.

Members Present: Madam Chair Kristina Gibbons; Vice Chair Barbara Bennett; Secretary Larry Lammers; Deputy Secretary Frank H. Fee, IV; and Mayor Linda Hudson.

Others present: Javier Cisneros, Director of Utilities; Barbara Mika, Director of Finance and Administrative Services; Daniel Retherford, Director of Utility Support Services; and Bo Hutchinson, Director of Water/Wastewater Systems.

The meeting was called to order by Madam Chair Kristina Gibbons.

Opening Prayer was by Jason Mittler, Manager FPUA.net.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

Mrs. Gibbons said we have one walk on item to be discussed. Staff is proposing the Interim Appointment of FMPA General Counsel and Special Counsel to the FPUA Board. Jody Finklea and Dan O'Hagan will provide support until the position is filled.

A motion was made by Mr. Fee, seconded by Mrs. Bennett, and unanimously carried to approve the Interim Appointment of FMPA General Counsel and Special Counsel to the FPUA Board until the position is filled.

Mr. Cisneros asked Jody Finklea and Dan O'Hagan to join us at the podium.

ITEM A: SET THE AGENDA

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

ITEM B: APPROVAL OF MINUTES

A motion was made by Mr. Fee, seconded by Mayor Hudson, and unanimously carried to approve the Minutes of the Regular Meeting of November 1, 2022.

ITEM C: COMMENTS FROM THE PUBLIC

ITEM D: CONSENT AGENDA

A motion was made by Mayor Hudson, seconded by Mrs. Bennett, and unanimously carried to approve the Consent Agenda.

ITEM E: RECOGNITION OF EXCELLENCE

Mrs. Cortes read the following into the record:

1. We received an email from Ms. Lynn Tiffany from Mustard Seeds Ministries thanking Ms. Val Sirmons and the Customer Service Team for all of the help with their clients. Ms. Val and Customer Services Team: Thank you for all your help with our clients! I really appreciate all of your hard work.

ITEM F: OLD BUSINESS

ITEM G: NEW BUSINESS

1. Rachel Tennant reported on the Launch of www.SustainableSewer.net for WRF Relocation – For Information Only

Mayor Hudson asked if there is a link on the FPUA website, Rachel responded not yet but will do so. Mayor Hudson asked if we are going to put our own news releases. At the present time, it is only external media. Mayor Hudson stated that when we tell our story, we tell it completely. Rachel. Mr. Lammers asked what ways are we going this out there.

2. Andrea Trasferini-Sloan reported on Bill Comparisons for the Month of October 2022 – For Information Only

Mr. Lammers said Jacksonville Beach made a huge investment into undergrounding their facilities and what impact did that that investment have in them lowering their expenses. Possible approach for us in the future. Mr. Cisneros said he would follow up on Jacksonville Beach's implementation plan. We have discussed potentially doing underground work in key strategic areas of the City. We have a general plan and work closely with the City of Fort Pierce Engineering Department to identify specific projects that can be converted to underground. Mayor Hudson

said the City of Fort Pierce considers that a priority also to underground utilities whenever possible. It is a priority for us, but it's expensive.

3. Barbara Mika reported on Status Report on Electric Power Cost Adjustment (PCA) for October 2022 – For Information Only

A motion was made by Mr. Fee, seconded by Mayor Hudson and unanimously carried to approve the PGA increase effective January 1, 2023.

4. Melissa Martin presented POA 23-06: Approve a 60-month lease of a Mail Inserter/Bill Print Machine and a 48-month lease of a Postage Machine from Pitney Bowes, Inc., of Shelton, Connecticut, under Florida State Contract 44102100-17-1, in the amount of \$56,440.92 per year, from January 1, 2023 to December 31, 2026, with one additional year on the bill print machine in the amount of \$47,986.20. The total amount to be paid over the 60-month period for the Mail Inserter/Bill Print Machine will total \$239,931.00 and the total amount paid over the 48-month period for the Postage Machine will total \$33,818.88.

A motion was made by Mayor Hudson, seconded by Mrs. Bennett and unanimously carried to approve the 60-month lease of a Mail Inserter/Bill Print Machine and a 48-month lease of a Postage Machine from Pitney Bowes.

ITEM H: AWARD OF BID

1. Michael Martin presented RFP 22-03: Accept the proposal and approve the Contract for Gravity Main Sewer Lining Reconstruction with Miller Pipeline, LLC, of Indianapolis, Indiana, in an amount not to exceed \$3,982,435.20. The contract term shall commence upon written notice to proceed and end on final completion of the work and acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance

A motion was made by Mayor Hudson, seconded by Mr. Lammers and unanimously carried to authorize staff to accept the proposal and approve the contract for Gravity Main Sewer Lining Construction with Miller Pipeline, LLC.

ITEM I: RESOLUTIONS

ITEM J: DIRECTOR

Mr. Cisneros said I would like to formally introduce Grisel who has joined our team. I would also like to thank Linda Cox who worked with Grisel to make sure everything worked well at our meeting. At the next Board meeting we will have a resolution on the agenda for Mr. Koblegard to honor and recognize his service to FPUA, the City of Fort Pierce, and our community. We only have two items for the December 20th board meeting, but it is very possible that the board meeting may be cancelled. Per Charter rules we are only required to have one meeting per month and this meeting satisfies that requirement. The next meeting would be January 3rd and the meeting will likely be moved up in the because the City Commission meeting would be at 5:05 pm. I will keep you posted. If there is anything pressing, we can do it in front of the Chair for signature and Mr. Secretary for signature. I would like to recognize Howard, he is another Municipal Utility Member and he has joined us today. Last, but not least, I would like to thank Jody and Dan for joining us today and being able to step in. Very much greatly appreciate your help. That is all I have for you Madam Chair.

ITEM K: ATTORNEY

Mr. Finklea expressed their appreciation for the opportunity to be of service to the Utility Authority. We worked with Koby for a number of years on a variety of issues. His loss is a significant event and anything we can do to assist the Board, the Director, and staff, we are pleased to step in and help in this interim period. Thank you.

Madam Chair asked for contact information.

Mr. Cisneros said will email contact information to Board member

ITEM L: COMMENTS FROM BOARD MEMBERS

Madam Chair Gibbons asked if you would be okay for me and Mr. Cisneros working together to firm up the job description. Members to review job description and provide feedback by Monday, December 12th. Special meeting may be required for approval of job description from Board.

Madam Chair Gibbons asked any other comments? We are adjourned.

ITEM M: ADJOURN

There being no further business, the meeting was adjourned at 5:14pm.

ATTEST:

SECRETARY

CHAIRMAN

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

Fort Pierce Utilities Authority

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



Board Submission Form

12/27/2022

Department: 22 - Materials Management

Board Meeting Date: 01/03/2023

Item Type: Consent Agenda

Subject: HEAVY DUTY ENCLOSURE BOXES

Recommendation:

POA NO. 23-04: Approve 1) the single source purchase of Enclosures and Handholds from The Galloway Group, Inc., of Ft. Myers, Florida, in the not to exceed amount of \$24,707.10; and 2) additional funding in an amount not to exceed \$125,000 annually for inventory purchases, for a total of \$149,707.10. Orders will be from the qualified vendor with lowest determined price based on daily market pricing quoted through the AURSI system. The initial term of PO Contracts shall be the period of January 1, 2023 thru December 31, 2023.

Reviewed By Attorney: No

Funds Available From: No Funds Needed Budgeted Contingency

Approvals:

System Director: RETFERFORD, DANIEL PAUL Dec 21 2022 9:21AM

Director of Finance: MIKA, BARBARA A. Dec 22 2022 9:06AM

Director of Utilities: CISNEROS, JAVIER Dec 27 2022 10:41AM



Memorandum

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

THROUGH: Daniel Paul Retherford, Director of Utility Support Services

FROM: Eric R. Winterstein, Cfm, Facilities And Fleet Superintendent

DATE: December 27, 2022

SUBJECT: **HEAVY DUTY ENCLOSURE BOXES**

PRESENTER(S): Eric Winterstein

RECOMMENDATION:

POA NO. 23-04: Approve 1) the single source purchase of Enclosures and Handholds from The Galloway Group, Inc., of Ft. Myers, Florida, in the not to exceed amount of \$24,707.10; and 2) additional funding in an amount not to exceed \$125,000 annually for inventory purchases, for a total of \$149,707.10. Orders will be from the qualified vendor with lowest determined price based on daily market pricing quoted through the AURSI system. The initial term of PO Contracts shall be the period of January 1, 2023 thru December 31, 2023.

SUMMARY/SUPPORTING INFORMATION

Enclosures and handholes are underground pull boxes used at electrical junctions. Stock numbers ELE0310 Heavy Duty Enclosures and ELE2597 Street Light Pull Box Enclosures are needed due to the increase in new construction throughout FPUA's service territory, fulfilling construction deadlines and project requests in addition to stocking inventory.

Inventory (stock) is to be ordered from qualified vendor(s) with the lowest price based on daily market pricing as quoted through the AURSI system at the time of purchase. Advanced Utility Resources & Supply, Inc. (AURSI) is an interactive networking software platform that provides value to agencies by lowering cost of doing business by maintaining accurate, up to date "real time" information on the cost of goods and services. Vendors must be qualified by agency (FPUA) in order to be part of the AURSI system. Additional vendors will be qualified as needed.

ALTERNATIVES (IF ANY):

Do not approve, this is not recommended due to current market conditions and the ability to maintain fixed pricing.

ATTACHMENTS:

Fort Pierce Utilities Authority

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Board Submission Form

12/27/2022

Department: 41 - Public Affairs and Sustainability

Board Meeting Date: 01/03/2023

Item Type: Consent, Contract Agreement

Subject: AMENDMENT NO. 3 TO STRATEGIC COMMUNICATION SERVICES

Recommendation:

POA No. 22-99: Approve Amendment No. 3 to the Strategic Communication Services Contract with VancoreJones, of Tallahassee, Florida, to increase the not to exceed contract amount by \$11,000 from \$69,500 to \$80,500 annually.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: RETFERFORD, DANIEL PAUL Dec 13 2022 4:11PM

Director of Finance: MIKA, BARBARA A. Dec 20 2022 1:09PM

Director of Utilities: CISNEROS, JAVIER Dec 27 2022 9:47AM



Memorandum

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

THROUGH: Daniel Paul Retherford, Director of Utility Support Services

FROM: Rachel Rebecca Tennant, Public Affairs & Sustain Manager

DATE: December 27, 2022

SUBJECT: **AMENDMENT NO. 3 TO STRATEGIC COMMUNICATION SERVICES**

PRESENTER(S): Rachel Tennant

RECOMMENDATION:

POA No. 22-99: Approve Amendment No. 3 to the Strategic Communication Services Contract with VancoreJones, of Tallahassee, Florida, to increase the not to exceed contract amount by \$11,000 from \$69,500 to \$80,500 annually.

SUMMARY/SUPPORTING INFORMATION

VancoreJones Communications, LLC, is the board-approved Strategic Communications Services provider for strategic communications and public education surrounding relocation of the Wastewater Reclamation Facility from South Hutchinson Island to the mainland. VancoreJones and staff produced one full-length informational video and three shorter videos about the WRF relocation project to address citizen concerns and interests and provide relevant public education. VancoreJones also produced the WRF Relocation website (sustainablesewer.net). This amendment will provide the funds needed for their monthly services including WRF Relocation specific support and the general FPUA communications support that they are providing while staff recruit for a full-time Public Relations Specialist.

ALTERNATIVES (IF ANY):

Do not approve and decline communications support services from VancoreJones. This is not recommended because FPUA and the WRF Relocation project are high visibility projects that draw attention to our company and our public relations materials.

ATTACHMENTS:

FPUA Contract Amendment No. 3 (Board Ready)

AMENDMENT 3
TO THE CONTRACT FOR
STRATEGIC COMMUNICATION SERVICES
POA NO. 22-99

Effective upon execution in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above-named Contract, between **Fort Pierce Utilities Authority (FPUA)** and **VancoreJones Communications, LLC** (Contractor) entered into on January 18, 2022 as follows:

Section 5

Delete: "Total job price: not to exceed \$69,500.00 (sixty-nine thousand five hundred dollars and no cents) on the terms contained in the Contractor's 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."

Replace with: "Total job price: not to exceed \$80,500.00 (eighty thousand five hundred dollars and no cents) on the terms contained in the Contractor's 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."

Except as provided herein the above referenced Contract shall remain unchanged and in full force and effect.

[signatures 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:

VANCOREJONES COMMUNICATIONS, LLC

BY: 
Signature/Officer of Firm (Manual)

STEVEN J VANCORE

Name (Typed or Printed)

TITLE: President

ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: 
Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority

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Board Submission Form

12/22/2022

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 01/03/2023

Item Type: Consent, Contract Agreement

Subject: Amendment No. 1 to Refurbish, Repair or Dispose of Transformers

Recommendation:

POA No. 21-57: Approve Amendment No. 1 to the Florida Transformer LLC dba Emerald Transformer, of McKinney, TX to increase the not to exceed contract amount by \$50,000, from \$30,000 to \$80,000 annually.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director: CRAWFORD, CRAIG A. Dec 19 2022 12:46PM

Director of Finance: MIKA, BARBARA A. Dec 19 2022 12:28PM

Director of Utilities: CISNEROS, JAVIER Dec 19 2022 2:18PM



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
THROUGH: Craig A. Crawford, Director of Electric & Gas Systems
FROM: Eric D. Meyer, Supervising Engineer
DATE: December 22, 2022
SUBJECT: **Amendment No. 1 to Refurbish, Repair or Dispose of Transformers**
PRESENTER(S): Thierry Sydne

RECOMMENDATION:

POA No. 21-57: Approve Amendment No. 1 to the Florida Transformer LLC dba Emerald Transformer, of McKinney, TX to increase the not to exceed contract amount by \$50,000, from \$30,000 to \$80,000 annually.

SUMMARY/SUPPORTING INFORMATION

Emerald Transformer provides cost-effective efficient and cost-effective transformer repair, refurbishment, and disposal services for FPUA. These services contribute to lower O&M costs by extending the life and improving the aesthetics of these system elements, leading to fewer complete replacements. The increase is recommended to accommodate for unforeseen additional repairs.

ALTERNATIVES (IF ANY):

Do not approve and replace the failing/damaged transformers with a new version. This is not recommended because the cost of a new transformer significantly exceeds the cost of the proposed repairs and refurbishments.

ATTACHMENTS:

FPUA Contract Amendment No. 1

AMENDMENT 1
TO THE CONTRACT FOR
REFURBISH, REPAIR AND DISPOSAL OF TRANSFORMERS
POA NO. 21-57

Effective upon execution, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above-named Contract, between **Fort Pierce Utilities Authority (FPUA)** and **Florida Transformer LLC dba Emerald Transformers, Inc.** (Contractor) entered into on July 7, 2021 as follows:

Section 5

Delete: "Total job price: not to exceed \$30,000.00 (thirty thousand dollars and no cents) annually on the terms contained in the Contractor's 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."

Replace with: "Total job price: not to exceed \$80,000.00 (eighty thousand dollars and no cents) annually on the terms contained in the Contractor's 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."

Except as provided herein the above referenced Contract shall remain unchanged and in full force and effect.

[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:

**FLORIDA TRANSFORMER LLC DBA
EMERALD TRANSFORMERS, INC.**

BY: *Barbara Beaubien*
Signature/Officer of Firm (Manual)

BARBARA BEAUBIEN
Name (Typed or Printed)

TITLE: VICE PRESIDENT, SALES

ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: *John M. Ingle*
Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority

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



Board Submission Form

12/28/2022

Department: 32 - Information Technology Svcs

Board Meeting Date: 01/03/2023

Item Type: Consent, Contract Agreement

Subject: UPGRADE OF MINSAIT ACS PRISM SYSTEM

Recommendation:

POA No. 17-50: Approve the Contract, for Minsait ACS PRISM System Upgrade with Minsait ACS Inc., of Peachtree Corners, Georgia, in an amount not to exceed \$200,000. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director:	<u>RETFERFORD, DANIEL PAUL</u>	<u>Dec 6 2022 2:04PM</u>
Director of Finance:	<u>MIKA, BARBARA A.</u>	<u>Nov 15 2022 1:35PM</u>
Director of Utilities:	<u>CISNEROS, JAVIER</u>	<u>Nov 21 2022 10:35AM</u>



Memorandum

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

THROUGH: Daniel Paul Retherford, Director of Utility Support Services

FROM: Thomas A. Fryar, IT Services Manager

DATE: December 28, 2022

SUBJECT: **UPGRADE OF MINSAIT ACS PRISM SYSTEM**

PRESENTER(S): Tom Fryar

RECOMMENDATION:

POA No. 17-50: Approve the Contract, for Minsait ACS PRISM System Upgrade with Minsait ACS Inc., of Peachtree Corners, Georgia, in an amount not to exceed \$200,000. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

ACS has notified FPUA that the Electric SCADA system is running on hardware that has reached the end of life. The upgrade of the hardware will provide an opportunity to convert the system into a virtual system that will provide better maintenance and disaster recovery. The quote also includes upgrading the SCADA software system from PRISM 11 to PRISM 12 and the core operating system from Red Hat 5 to 8. Besides increased security and better performance, the latest version of ACS's software will provide an enhanced user interface that is more informative, flexible, and configurable layouts, making it easier to access information and better response times.

ALTERNATIVES (IF ANY):

Continue utilizing the Minsait ACS SCADA and PRISM hardware and software at their current build and version release. Staff is not recommending this option due to the loss of cost-effective support on product issues and the increased risk to cybersecurity, which could interrupt electrical service to FPUA's customers.

ATTACHMENTS:

FPUA Contract

FORT PIERCE UTILITIES AUTHORITY
CONTRACT FOR
MINSAIT ACS PRISM UPGRADE
POA NO. 17-50

Contract is made between **Fort Pierce Utilities Authority (FPUA)** and **Minsait ACS Inc.** of the City of Peachtree Corners, State of Georgia, 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: Upgrade the Minsait ACS PRISM System in accordance with Firm Offer No. PR-2209-7258 (Attachment B) appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract. In the event of a conflict between the terms of this Contract and the terms and conditions of any proposal, quote, statement of work, or purchase order provided by Contractor the terms of this Contract shall take precedence and control.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: Energy Services Center (ESC) at 1701 S. 37th Street Fort Pierce, FL 34947.

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Minsait ACS PRISM System Upgrade, Firm Offer No. PR-2209-7258 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. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total job price: not to exceed \$200,000.00 (two hundred thousand dollars and no cents) on the terms contained in the Contractor's 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 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 written Notice to Proceed and end on final completion of the work and acceptance by FPUA. This Contract will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

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. **Indemnification.** Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. **Audit Rights.** In accordance with section 2-439 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. **No Assignment or Third-Party Rights.** 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. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- D. **Consequential Damages.** Neither party shall be liable to the other for any incidental, consequential, exemplary, special, or punitive damages, including lost profits, that may arise in connection with this Contract, regardless of the cause of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party was advised of the possibility of such damages in advance.
- E. **Choice of Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.
- F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States.

The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095 a contract terminated under this provision is not a breach of contract.

- G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the 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.

H. **Public Records.**

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.

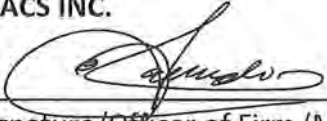
- I. **Trade Secret or Confidential Material.** In accordance with Florida Statutes, including 119.01 (Public Records) and 815.045 (Trade Secret Information), if Contractor considers any information related to this Contract or the services to be provided to FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion, objection, or seek an injunction to prevent disclosure of its Confidential Material. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor agrees to protect, defend, and indemnify FPUA and its members and employees from all claims, fines or costs, including attorney's fees, arising from or relating to the designation of Confidential Material.

[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:

MINSAIT ACS INC.

BY: 
Signature/Officer of Firm (Manual)

Gabriel Machado
Name (Typed or Printed)

TITLE: Chief Executive Officer

DATE: 12/27/2022

ATTEST:

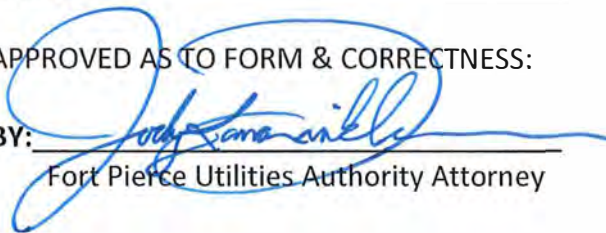
Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: 
Fort Pierce Utilities Authority Attorney

ATTACHMENT A
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 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its 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
---	-----------

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 if required the project engineer) and its board members, officials, officers and employees

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Management

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpu.com

(Rev. 02/2019)

minsait ACS

An Indra company

Ft. Pierce Utilities Authority [FPUA]

PRISM System Upgrade Firm Offer

Offer No.: PR-2209-7258

Rev.: 00

Date.: October 19, 2022

Document Originated by: Jose Barbosa

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1 Introduction

Minsait ACS is pleased to present this offer in response to your request for the upgrade of the existing PRISM system. With this upgrade, Ft. Pierce Utilities Authority [FPUA] will receive Minsait ACS' newest system, PRISM 12.

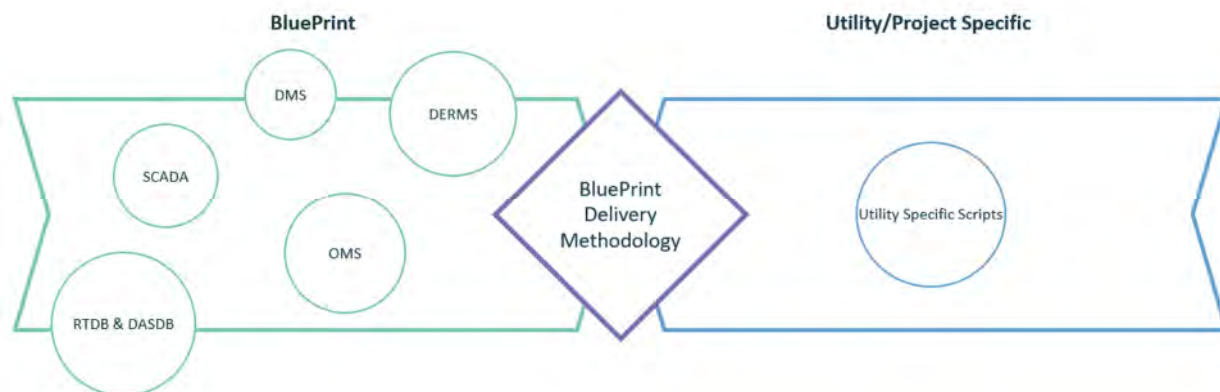
The latest version of our software includes an enhanced browser-based user interface with informative, flexible, and configurable layouts allowing each individual user easy access to information most pertinent to their role, an updated display, and many more improvements. The remainder of this proposal details these improvements.

We very much appreciate that you and other staff members invest your time and effort in reviewing our submittal.

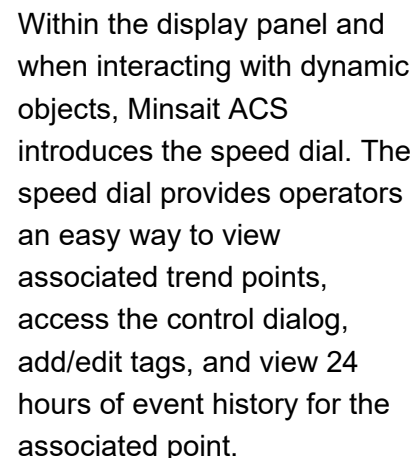
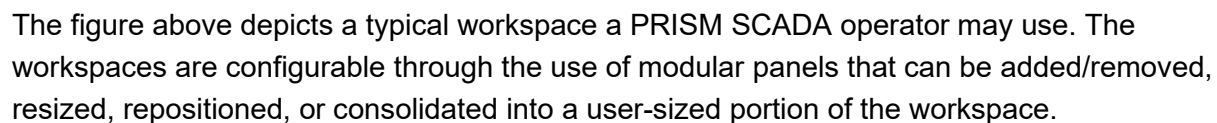
2 Solution Description

With every PRISM 12 system comes Minsait ACS' BluePrint delivery methodology. BluePrint is the delivery methodology in which software for Minsait ACS applications already reside on each system that is delivered. This step allows Minsait ACS and Ft. Pierce Utilities Authority [FPUA] to be confident that the correct software is installed on each system in a standard way. From here, Ft. Pierce Utilities Authority [FPUA] will have their software configured appropriately for the needs of their system and consumers.

If Ft. Pierce Utilities Authority [FPUA] has custom applications or custom changes that differentiate it from a standard delivery, these customizations will be implemented under specific custom folders already located in the standard delivery model. Also included in the BluePrint methodology is the ever-current system, which means that Minsait ACS will be releasing application updates for Linux and PRISM applications on a periodic basis to be sure each customer is running the latest of our software.



With PRISM 12, Minsait ACS introduces OneView, a new and intuitive user interface for system operators to access the PRISM system. OneView is browser-based, with informative, flexible, and configurable layouts allowing each individual user ease of access to information most pertinent to their role.



For reporting needs, the new PRISM user interface includes a tabular summaries selection that displays real-time alarm, abnormal, event, tag, and telemetry reports. Users are able to sort on, add/remove information columns from the report field, and export.

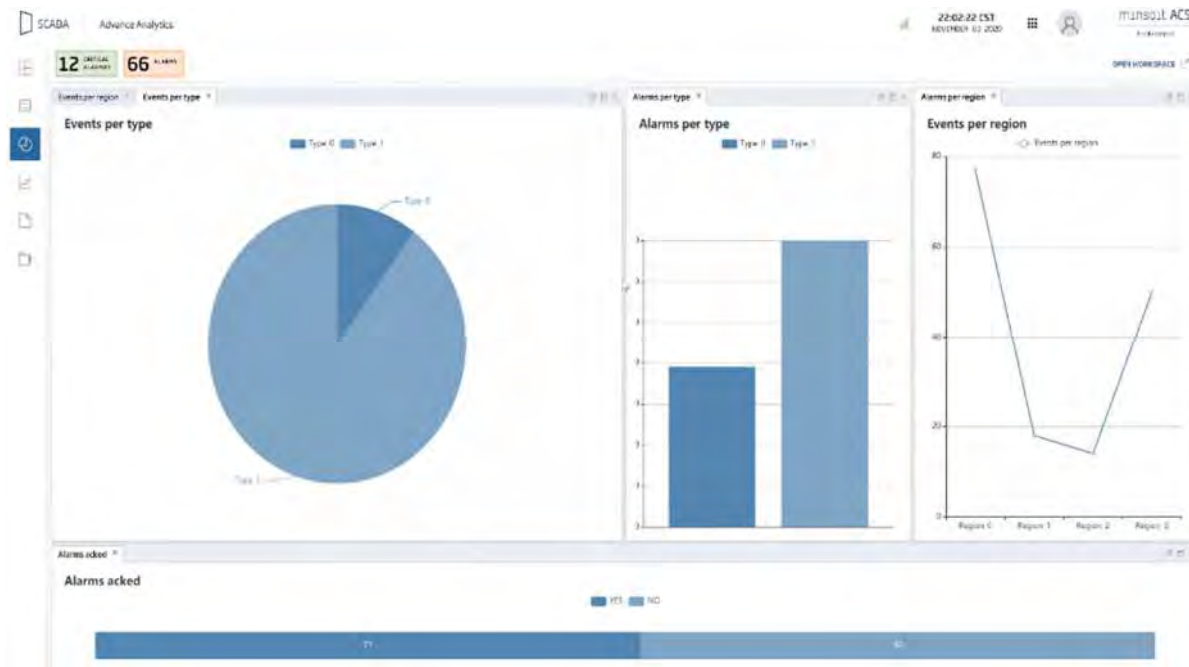


The screenshot shows the 'minsoit ACS' interface with a 'SCADA' tab and 'Tabular Summaries' sub-tab. It displays a table of real-time alarm data. The table has columns for 'Timestamp', 'DATA SOURCE NAME', 'SOURCE NAME', 'ALARM', 'PRIORITY', and 'VALUE'. The data is filtered to show 'ALARM' events. The table contains four rows of data, all with a timestamp of '09/11/2020 21:45:57' and a data source of 'IT ZAVAJIA'.

Timestamp	DATA SOURCE NAME	SOURCE NAME	ALARM	PRIORITY	VALUE
09/11/2020 21:45:57	IT ZAVAJIA	ZV6LOA-REACTIVE_POWER	Yes	Priority 0	92.14
09/11/2020 21:45:57	IT ZAVAJIA	ZV5T0M4-ACTIVE_POWER	Yes	Priority 0	359.89
09/11/2020 21:45:57	IT ZAVAJIA	ZV5T03A-ACTIVE_POWER	Yes	Priority 0	309.18
09/11/2020 21:45:57	IT ZAVAJIA	TRANS5-VOLTAGE	Yes	Priority 6	20.62

The system operator will have trending capabilities and the ability the create dynamic reports that will populate administrator defined report templates.

With the delivered system, predefined widgets within the Advanced Analytics tab allow operators an overview and user defined look at key KPIs. As with the operator workspaces, the Advanced Analytics panels can be defined, resized, and saved.



2.2 PRISM Designer

With the upgraded PRISM System, users will have access to Minsait ACS' enhanced drawing software, PRISM Designer. PRISM Designer offers a more user-friendly approach to the creation of displays. PRISM Designer allows enhanced customization of system displays that was not available in DrawV.

Users will now be able to hide and move the toolbar with simple click and drag mouse movements. The toolbar is now capable to be moved to anywhere on the drawing window, the toolbar can also be placed outside of the drawing window as seen below. For larger drawings where window space is scarce, toolbars can now be hidden, creating a larger window for easier user access.

Multiple displays can now be opened up concurrently and shared on the same window, allowing for enhanced controls of all displays. For ease, Minsait ACS has created hotkeys to open, close, and save displays.

2.3 Upgrade Considerations

2.3.1 Software Requirements

Software License	Requirements
PRISM 12 – 64 bits	O.S: Red Hat Enterprise Linux 7 & 8
Red Hat 5.x and 6.x nodes	PRISM systems should <u>NOT</u> contain a mix of Red Hat 5.x and 6.x nodes. This creates maintenance issues and complicates support and future upgrades.
<u>Important Note:</u> <ul style="list-style-type: none">All nodes must be the same Red Hat Enterprise Linux and PRISM version.	
<u>Disclaimer:</u> <p>PRISM 12 is not compatible with RHEL v6.x and lower versions. Therefore, Minsait ACS cannot resolve any issues related to PRISM 12 when running on these operating systems.</p>	
<u>Other Software requirements</u> <ul style="list-style-type: none">DASdb 6.0 or later (if applicable)Oracle 12C R1 or higher if genHDACustomer applications using the Minsait ACS application programming interface (API) will require re-compilation with 64-bit libraries	
<u>For systems with eAlarm, the following is assumed:</u> <ul style="list-style-type: none">Mail server properly configured by the utilityIP address of the mail server availableCustomer's SCADA has an open pathway (port) to their existing mail server- No authentication required.Dedicated AOA in the database by the utilityIndividual data points in the database configured by the utility	

2.3.2 Hardware Requirements

Hardware	Requirements
Server/ Memory	<ul style="list-style-type: none"> HP ProLiant DL380 G10 Server or later versions should replace all previously deployed Linux servers 64 GB minimum for systems with maps and servers – the more the better
Workstation /Memory	<ul style="list-style-type: none"> HP Z6 PC workstation should replace all previously deployed Linux workstations 32 GB minimum recommended for workstations 32 GB minimum for workstation-based masters
Older HP Hardware HP ProLiant DL380 G9 HP z640 workstation	<ul style="list-style-type: none"> Certified for Red Hat Enterprise Linux 8 Discontinued by HP/ Not supported anymore To be handled on a case -by-case basis More memory required
Important Note: <ul style="list-style-type: none"> If PRISM 12 is deployed on older generations of servers or workstations not supported anymore by the original manufacturer, any issues will have to be replicated on the newer generation to exclude any hardware related issues. Minsait ACS standard server and workstation should be used to avoid system maintenance issues and complicated support PRISM 12 utilizes Sound Server as an audio source, certain audio may be affected by this 	

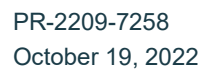
2.4 Cost and System Considerations

- The license upgrade to PRISM 12 is covered under the Minsait ACS Full Subscription Support and Long-Term Support Agreement (LTSA) programs for customers under a current support agreement. Therefore, all existing Minsait ACS software licenses under the programs will be upgraded to the latest revision at no license cost.
- Minsait ACS has developed an automated tool to guarantee consistent, qualification of both the core Linux OS and all PRISM files and applications on the target system.
- Documented processes and project management tools are used to help ensure a smooth system transition with minimal, if any, downtime.

For the proposed project, Minsait ACS assumes the following:

- It is assumed that all PRISM communication is DNP3 TCP/IP.

The proposed PRISM System architecture is as follows:



3 Scope of Supply

3.1 Virtual Provisioning

Item	Qty	Description
1	2	PRISM Master VM A&B <ul style="list-style-type: none"> OneView Server (8) CPUs 32GB 600GB Thin provisioned disk
2	2	Historian VM A&B <ul style="list-style-type: none"> (8) CPUs 64GB 800GB Thin provisioned disk
3	2	PRISM Reporter Virtual Machine A&B <ul style="list-style-type: none"> (4) CPU 16GB 600GB, Thin provisioned disk

3.2 System Hardware

Item	Qty	Description
4	2	Virtual Host Platform HPE DL380 GEN10 8SFF NC CTO SERVER: <ul style="list-style-type: none"> 2x HPE Xeon Gold 6246 Processor 3.3 GHZ 12c 256GB (8 x HPE 32GB) 2RX4 DDR4-2933 MEMORY HPE DL38X GEN10 UNIVERSAL MEDIA KIT HPE 9.5MM SATA DVD-RW OPTICAL DRIVE 7.2TB 8x HPE 900GB 12G 15K SAS SFF SC HDD HPE 96W MEGACELL FBWC BATTERY HPE SMART ARRAY P408i-A SR 12G SAS CONTROLLER HPE 1GB 4P 331FLR ADAPTER 2 x HPE 800W FLEX SLOT PLAT POWER SUPPLY HPE DL38X GEN10 HIGH PREFORMANCE FAN KIT 2x HP Power Cord HPE 2U SFF EASY RAIL KIT HPE 2U CABLE MANAGEMENT ARM HPE 8SFF HP Raid 5 Drive 1 FIO Setting
5	2	PRISM SCADA Workstation HP Z6 G4 1000W Workstation configured with: <ul style="list-style-type: none"> Intel Silver 4108 1.8GHz 8C PROC

Item	Qty	Description
		<ul style="list-style-type: none"> 32GB (4 x 8GB) DDR4-2666 Memory Two (2) 600GB 15k SAS SFF disk drives HP Microsimi Smart HBA2100 4i4E SAS Controller HP 9.5 Slim DVD Writer HP Intel I210-T1 GBE NIC Card NVIDIA Quad P600GFX 2GB Graphics HP USB Business Slim Keyboard & Mouse

3.3 System Software

3.3.1 Existing System Software

Per the current Support Agreement in place, the following existing software licenses will be upgraded to the latest revision of Minsait ACS/ 3rd party software at no license cost.

Item	Qty	Description
6		PRISM Software
	1	PRISM Master Workstation-based License
	1	PRISM Master Redundant System License
	1	Distributed Database/OI Architecture - System License
	1	Redundant PRISM DNPnet
	1	Residential Load Management
	6	PRISM System Restore Standard
	1	ePRISM 5 concurrent users
	1	PRISM Web Services Gateway
	1	PRISM Enterprise Historian
	1	PRISM Reporter Standard
	8	Red Hat Enterprise Linux

3.3.2 New System Software

The following new system software will be added to the upgraded system.

Item	Qty	Description
7		New System Software Name
	4	NAKIVO VM Enterprise+ (1 per CPU socket)
	1	VMware Essentials Package

3.4 Project Services

The following section serves to provide Ft. Pierce Utilities Authority [FPUA] a detailed overview of the services that will be performed during the PRISM Upgrade.

3.4.1 Project Approach

The Minsait ACS Project Manager will direct a core project team to facilitate the prompt and thorough implementation of all phases of the PRISM Upgrade project relating to the defined scope of supply. The Project Manager will be responsible for the coordination of all project work relating to this project, and all communication between Minsait ACS and Ft. Pierce Utilities Authority [FPUA]. Project Management activities will be based on Minsait ACS' ISO9001 Quality Assurance process, which was derived from the Project Management Institutes standards, and include:

- Project Kickoff Meeting and Project Scope of Work definition
- Submittal and maintenance of Project Schedule
- Tracking of all project correspondence
- Submittal and tracking of all required project documentation
- Project meetings / progress reports
- Coordination of all Minsait ACS testing activities
- Coordination of all Minsait ACS commissioning activities
- Submittal of all payment milestones in accordance with the contract

In order for the system applications to run correctly, a large amount of data is required from Ft. Pierce Utilities Authority [FPUA]. Minsait ACS has developed standard templates and documentation to help explain and gather the required information from the existing PRISM System.

3.4.2 Project Initiation

3.4.2.1 Project Kick-off Meeting

The project kickoff meeting is held with Ft. Pierce Utilities Authority [FPUA] project personnel to request any information required for successful delivery of the upgrade, and to understand the expectations and definition of success for the system upgrade.

The Minsait ACS project manager will lead discussions of:

- Scope of work, as per the purchased list of deliverables.
- For specific software solutions, input or requirement forms will be sent.
- Specific system information: IP Addresses List and Host Names
- List of Users and Roles for SCADA
- Custom scripts running on existing system
- Ft. Pierce Utilities Authority [FPUA] project manager contact name and shipping address to send an external USB drive to copy existing system files for conversion, and email

address for sending signature emails for invoice notifications, general schedule of work and estimated delivery date of the solution.

The project then transitions to the Planning phase.

3.4.3 Planning

After the customer kickoff meeting, the planning stage begins with the project manager taking the information from the kickoff meeting to prepare for successful delivery of the system.

The Project Manager will:

- Create the Statement of Work (SOW)
- Build the statement of work (SOW) document by documenting the equipment that must be procured, which existing equipment will remain or be removed within the current system, new software that must be procured, existing software that will remain within system
- Procure
 - Any necessary hardware
 - Software

The Project Engineer will:

- Acquire needed Ft. Pierce Utilities Authority [FPUA] system data
- Access the existing system to gather pertinent information such as:
 - Current processes running on system
 - Current scripts running in system scheduler
 - Current system environment variables
 - SCADA profile information
 - Any special applications, scripts, or Scheduled jobs running in system
- Update or create the system network diagram
- Scheduling a meeting for IT network professionals to discuss network addressing requirements.
- Work with Ft. Pierce Utilities Authority [FPUA] to create of the preliminary project schedule using the above information
- Log into Ft. Pierce Utilities Authority [FPUA] existing system to retrieve copies of the PRISM SCADA databases through the Minsait ACS Diagnostic VPN router.
- Take log of all binaries, scripts, and processes that exist on the current system

Ft. Pierce Utilities Authority [FPUA] 's responsibility:

- Provide access as needed to existing system for uploads
- Facilitate responses to questions and requests for information

After review and finalization of the Statement of Work is complete, a detailed schedule is reviewed with all parties and baselined. Project resources are assigned and scheduled.

The project then transitions to the Execution phase.

3.4.4 Execution

Once all the hardware is received at the Minsait ACS Factory, the system will be staged on the manufacturing floor.

- All PRISM machines are base loaded with the PRISM Blueprint image and assigned the proper IPs and Host Names.
- An IT/network meeting will be held to verify the network configuration.
 - Ft. Pierce Utilities Authority [FPUA] 's IT department may be required to ensure understanding of the network environment that the new solution will be installed.
- The database retrieved during the Planning phase (from external USB drive) is installed into a PRISM master and converted to new version.
- The system's existing graphic displays are migrated/converted into PRISM and installed.
- Device objects and symbol libraries are examined and updated, as necessary.
- PRISM applications are loaded and configured with Ft. Pierce Utilities Authority [FPUA] 's input gathered during the Planning phase.
- Custom scripts are migrated or obsoleted as dictated by the in-depth SOW review.
- Interconnectivity of all system components will be checked and verified.
- Compatibility of hardware and software drivers will be checked and updated, if necessary.

Once completed, the project then transitions to the Testing / Commissioning phase.

3.4.5 Testing

Upon completion of the Execution phase, the system Factory Acceptance Test is conducted by a Project Engineer.

- The standard PRISM SCADA FAT document is modified in alignment with the statement of work.
- Tests are conducted in accordance with the FAT Document.
- Any remaining issues not resolved by the end of the FAT are to be resolved prior to shipment and incorporated into the onsite system Acceptance Test procedures.

Upon Completion of Factory Acceptance Testing, the system is turned over to the Quality, Test & Release (QTR) team for further testing. QTR testing certifies the correct version of binaries and scripts exist on the machine as dictated by the software release process.

- Security scans are conducted on the machines and remediation is addressed, as necessary.

- Shipping documentation is prepared and signed off for shipment.
- The System Acceptance Testing agenda is prepared by the project team.

3.4.6 Delivery, Onsite Installation, and Testing

Once the system is delivered Ft. Pierce Utilities Authority [FPUA] 's site.

- Ft. Pierce Utilities Authority [FPUA] will stage, network, and power the equipment
- Project engineers may log in prior to traveling onsite to do preliminary checks on the system such as network connectivity.

When the Minsait ACS arrives onsite the project Engineer will:

- Use the System Acceptance Testing Scope of Work document as the commissioning plan.
- Access the delivered PRISM system and applications and begin the startup process.
- Verify the Network and field connectivity as much as possible without disturbing the existing operational system.
- Cutover the communications from the old system to the new, when approval for cutover is received by Ft. Pierce Utilities Authority [FPUA].
- Performs preliminary checks for PRISM
- The Project Manager and Engineer log issues in the Variance Tracking Sheet and maintain throughout the remained for commissioning with “system-critical” issues being prioritized.
- Remaining minor issues not completed by the end of the commissioning week are logged as “punchlist items” to be addressed in the following weeks.
- This punchlist is signed by the customer to log the condition of the system upon onsite departure.

Following system acceptance testing, the project will have reached “substantial completion”. A project has reached substantial completion when the project is completed and usable aside for a few minor deficiencies. When the project reaches this point, the Client and Minsait ACS will collaborate on a Punch List noting any deficiencies that need to be resolved before the Client accepts the work as complete (and releases final payment). The Minsait ACS PM will capture the agreed upon items in a Provisional Acceptance Certificate (PAC) Letter which will be signed by both Project Managers. This will document the final items preventing final acceptance. Once signed, the teams will proceed to close out the open items. Upon completion of the PAC items, the Minsait ACS Project Manager will submit a Final Acceptance Certificate (FAC) Letter indicating the end of the project and will arrange for an official turnover with Customer Care.

The project then transitions to the Closeout phase.

3.4.7 Closeout

- Any remaining punchlist items are resolved remotely.
- A completion letter is signed by Ft. Pierce Utilities Authority [FPUA] and final invoicing is conducted.
- A meeting is scheduled with customer care for internal handoff. Service and support contract is commenced
- System As-Built drawings are completed, as necessary.

4 Pricing

The price for the proposed PRISM System Upgrade is as follows:

Item	Description	Price
Paragr 3.4	Project Services	\$ 113,256
2	Third Party HW	\$ 55,178
3	Third Party SW	\$ 9,825
	TOTAL	\$ 178,259

4.1 Notes on Pricing

All travel & Living expenses are excluded and will be invoiced to Ft. Pierce Utilities Authority [FPUA] as incurred.

All above pricing is based on standard ACS configuration and is defined under the following conditions:

- Firm, in USD, for the validity of the Offer
- All taxes are excluded from price
- Prices quoted are F.O.B Norcross, GA
- Limited to the Scope of Supply

5 Terms and Conditions

The terms and conditions governing this offer are set forth in **Attachment A – Minsait ACS General Terms and Conditions of Sales**. All software sold under this proposal is subject to the terms in Attachment B – Software License and Maintenance Agreement.

5.1 Terms of Payment

Minsait ACS will invoice in accordance with the payment milestone(s) described below. Payments not received within this period will be subject to interest charges

Milestone	System Hardware & Rest	Project Services	Month	Value Invoiced
Completion of Kickoff and Delivery of Project schedule	0%	30%	1	\$33,977
Receipt of Hardware at Minsait ACS Factory	100%	20%	3	\$65,003
Baseload of PRISM System	0%	30%	3	\$33,977
Conversion of Database and Displays	0%	20%	4	\$22,650
Completion of In-House Factory Acceptance Test	0%	10%	6	\$11,326
Signature of Provisional Acceptance Certificate	0%	10%	7	\$11,326

5.2 Shipping & Handling

Standard shipping within the continental US is typically 5-7 business days.

A shipping & handling fee of \$35 will be added to each small package shipment. No separate freight invoice will be submitted. Packages exceeding \$35 freight charges will be billed at cost, or fixed pre-quoted cost if applicable.

Charges for premium shipping (next day morning delivery, afternoon delivery, etc.) will be billed at cost.

6 Delivery

The delivery is expected to be 210 days after project start date, subject to further agreements.

Purchase orders need to include the ACS Offer Number, the ACS Terms of Payment (as stated in section 4.2 of offer), and the Customer's Billing and Shipping Information.

All purchase orders should be sent to the address below.

Minsait ACS, Inc.
2755 Northwoods Parkway Norcross, Georgia 30071
Attn: Order Entry Team
FAX: 01-770-448-0957
Email: ACSOrderEntryTeam@acspower.com

7 Validity

This Offer is valid for a period of 90 days from the date of this offer.

8 Exclusions from Offer

The following points must be considered as explicitly excluded from the offer:

- Any equipment or service not explicitly mentioned in this offer

9 Supporting Documentation

Attachment A – ACS General Terms and Conditions of Sales

Attachment B – ACS Software License Maintenance Agreement

MINSAT ACS GENERAL TERMS AND CONDITIONS

1. Definitions

- 1.1 Affiliates: with respect to each Party, a company or entity which are directly or indirectly controlled by, in control of, or under common control with, such Party.
- 1.2 Control: the ability, whether directly or indirectly, of an individual or organization to direct the affairs of another, by means of ownership, contract or otherwise.
- 1.3 Customer: the company or other legal entity and the Affiliates of that company or entity (for so long as they remain Affiliates) which have accepted the Proposal and can enter into a PO under these GTC.
- 1.4 Developed IP: Intellectual Property created or developed by Minsait ACS in relation to the provision of Products and/or Services to Customer.
- 1.5 GTC: These General Terms and Conditions.
- 1.6 Intellectual Property (IP): all patents, patent applications, designs, database rights, copyright, trademarks, know how, domain names, moral rights, rights in confidential information, ideas, methodologies, templates, concepts, computer programs, softwares, source codes and all other forms of intellectual or industrial property rights whether or not registered or capable of registration and wherever in the world enforceable.
- 1.7 Minsait ACS: Minsait ACS, Inc., a company incorporated under the laws of the State of Georgia, with offices at 2755 Northwoods Parkway, Peachtree Corners, GA, 30071, USA.
- 1.8 Minsait ACS Software: the object code versions of the baseline computer software programs developed by or for Minsait ACS. Minsait ACS Software does not include and these GTC do not grant Customer a license to the source code for Minsait ACS Software.
- 1.9 Party: Minsait ACS or Customer (as relevant) and Parties means both of them.
- 1.10 Purchase Order (PO): the written order incorporating and governed by these GTC, which describes the Products and/or Services to be provided by Minsait ACS to Customer.
- 1.11 Previous IP: Intellectual Property owned or controlled by either Party on the date of the coming into force of these GTC;
- 1.12 Product: any Minsait ACS designed and manufactured RTU product or part. (i.e. NTX).
- 1.13 Proposal: the written offer, commercial and/or technical, to supply Products and/or provide Services to Customer, to which these GTC are expressly incorporated.
- 1.14 Services: any Services to be provided by Minsait ACS to Customer pursuant to these GTC and the Proposal, as set out in a PO.
- 1.15 System: any Minsait ACS deliverable involving project delivery of Minsait ACS or Third-Party Software (i.e. PRISM).
- 1.16 Third-Party Software: object code versions of the computer

software programs licensed by Minsait ACS from third parties and sublicensed to Customer. Third-Party Software does not include and these GTC do not grant Customer a license to the source code for such Third-Party Software.

2. Scope

- 2.1 These GTC are applicable and shall govern any supply of Products or provision of Services by Minsait ACS to Customer under the Proposal.
- 2.2 Customer's standard terms and conditions, notwithstanding their reference to or inclusion in any quotation, order, invoice, or otherwise, shall not be binding on Minsait ACS. Where however the Parties have concluded and executed a main contract, the terms as contained in such contract shall take precedence over these GTC.
- 2.3 Minsait ACS may amend these GTC from time to time by giving Customer notice in writing of the amendments at least fifteen (15) days prior to the amendments taking effect.
- 2.4 All Products are sold, and Services performed on the understanding that all licenses, permits and the like required under relevant statutes, ordinances, rules and regulations have been previously obtained by Customer.
- 2.5 Nothing in these GTC can be invoked by Customer in order to preclude, injure or in any manner restrict Minsait ACS right to supply or provide to third parties Products or Services that are equal or similar to the Products or Services supplied or provided under the Proposal.

3. Purchase Order

- 3.1 Minsait ACS agrees to supply Products and provide Services as may be assigned to Minsait ACS through the issuance of an individual PO.
- 3.2 Customer undertakes to provide Minsait ACS, in a timely manner, with all information and data, and explanations/clarifications thereof, needed for the due performance of the PO.
- 3.3 The PO will be placed by Customer electronically or by emailing a copy thereof to Minsait ACS, and shall contain, in accordance with the terms of the Proposal, the details of the Products ordered (including the specification, the delivery date and shipment address), details of the Services to be rendered (including the scope) and confirmation of the Price.
- 3.4 Each PO shall be separate and distinct from each other and the termination of a PO shall not affect the Products supplied and the Services provided under another PO unless the Parties expressly agree otherwise.
- 3.5 Should there appear to be any discrepancy or ambiguity in description or quantities in a PO, Minsait ACS shall submit the matter in a timely manner to Customer before proceeding to execute the PO.

- 3.6 No extra supply of Products or provision of Services or other material change to the nature, scope, extent or level of Products or Services shall be made unless they are consistent with the original scope set forth in the PO and unless the terms and conditions therefor shall be set forth in a written order issued by Customer and accepted by Minsait ACS (each, a "Change Order"). Upon Minsait ACS acceptance of a Change Order, Minsait ACS shall proceed with the supply of Products or provision of Services affected thereby in accordance with the Change Order and the schedule agreed between the Parties, consistent with the applicable provisions of the Proposal which are not in conflict therewith.
- 3.7 Unless otherwise agreed in writing, Customer may not cancel a PO that has been accepted by MINSAIT ACS. If MINSAIT ACS agrees to the cancellation of a PO, the Customer will be liable for any of MINSAIT ACS costs incurred prior to the date of cancellation.

4. Delivery and Limited Warranty

- 4.1 All Products to be delivered will be packed and packaged in accordance with applicable laws and specifications for the Products. Any additional packing or packing crates required by Customer shall be chargeable by Minsait ACS, after acceptance by Customer of a quotation.
- 4.2 Unless otherwise agreed, risk of loss shall immediately pass upon delivery of any of the Products. Notwithstanding the foregoing, Minsait ACS shall retain title of the delivered Products until receipt of full payment from Customer.
- 4.3 Customer shall inspect the Products delivered within two (2) days of receipt in the address provided for in the PO and shall promptly notify Minsait ACS of any defects. If Customer fails to notify Minsait ACS within two (2) days, the delivery of conforming Products shall be deemed to have occurred.
- 4.4 In the event of non-conforming Product, the Purchaser may request the return of such non-conforming Product, subject to the written agreement of Minsait ACS. This request for return shall only be taken into consideration provided that Minsait ACS has been notified of such non-conformities within the timeframe provided in the foregoing Subsection. Such request shall be duly substantiated, together with undisputable evidence (such as but not limited to pictures of the Item and / or packaging) and the non-conformity report of Customer's quality inspector. Any return made despite refusal of the request by Minsait ACS shall not be taken into consideration. If the return request is accepted, Minsait ACS shall issue a return authorization number.
- 4.5 No defect or claim in respect of Products delivered will entitle Customer to reject delivery of other Products, which are not subject to any defect or claim, delivered as part of the PO.
- 4.6 Product returns are accepted by Minsait ACS under the following conditions: (i) Products must have never been installed and returned in their original packaging; (ii) Customer has obtained and included a return authorization number from Minsait ACS; (iii) all expenses associated with the return are borne by Customer including all freight,

handling, insurance and other applicable charges; and (iv) Customer pays a minimum restocking fee on the returned Product of twenty five percent (25%).

- 4.7 Customer may request an expedite delivery. In such case, Minsait ACS reserves the right to apply and invoice a premium charge with the purpose to cover delivery process disruption costs incurred by Minsait ACS in providing this expedite delivery service to Customer.
- 4.8 Minsait ACS sole obligation under the limited warranty shall be repair or replacement of non-conforming specified NTX Products or, at the option of Minsait ACS, return of the Product and a refund of the Price. Customer assumes all risk whatsoever as to the result of the use of the Products purchased, whether used singularly or in combination with any other products or substances.
- 4.9 Minsait ACS repairs provided under warranty may utilize, after being tested to a standard consistent with Minsait ACS performance and quality requirements, refurbished parts. Upon usage, such parts shall be clearly labeled as "refurbished".
- 4.10 All costs of dismantling, reinstallation and freight, and the time and expenses of Minsait ACS personnel for site travel and diagnosis onsite under this warranty shall be borne by Customer.
- 4.11 Minsait ACS warrants its NTX produced product line, to only include the NTX-20, NTX-200, NTX-220, NTX-240, NTX-260, NTX-U20 & NTX-U57, to be free from defects in materials and workmanship for a period of ten (10) years for all NTX series and their respective modules from the date of shipment. This warranty only applies to Minsait ACS manufactured NTX products and is governed by the following guidelines:
- a) repairs shall be warranted for an additional period of ninety (90) days from the date of shipment or for the duration of the original warranty, whichever is greater;
 - b) Customer is required to obtain a RMA from Minsait ACS prior to the return of any part or product;
 - c) Customer shall be solely responsible for shipping and returning the Product to Minsait ACS for repair or replacement in accordance with the warranty terms and conditions outlined herein; and
 - d) Minsait ACS reserves the right to substitute refurbished parts and components for any and all repair work.
- 4.12 ACS limited warranty shall not apply to (i) any Products damaged by misuse, neglect, or accident caused by Customer or its agents, contractors, employees or the like; (ii) any event of Force Majeure (as defined herein); or (iii) any Products which have been improperly installed, operated, maintained, repaired, or modified, by persons other than Minsait ACS, its employees, or subcontractors. Should any information or documentation provided by Customer be inaccurate and the same leads to a defect in materials and workmanship, the warranty shall be void.

- 4.13 Minsait ACS warrants its System to be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment.
- 4.14 Notwithstanding the foregoing, the following deliverables shall be free from defects in materials and workmanship as follows: (i) System upgrades are warranted for a period of twelve (12) months from the date of shipment; and (ii) Minsait ACS warrants that the Minsait ACS Software will perform without documented defects for a period of three (3) months following delivery of the Minsait ACS Software.
- 4.15 Warranties related to any Third-Party Software and hardware shall be subject to OEM's terms. For the avoidance of doubt, MINSAIT ACS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 4.16 THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY MINSAIT ACS IN CONNECTION WITH THE SPECIFIED NTX PRODUCTS, SYSTEM AND MINSAIT ACS SOFTWARE. MINSAIT ACS CANNOT AND DOES NOT MAKE ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT LINE, SYSTEM AND MINSAIT ACS SOFTWARE AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.17 The remedies set forth in this Section shall be Customer's sole and exclusive remedy and Minsait ACS entire liability for any breach of the limited warranties set forth herein.

5. Services

- 5.1 The Services provided by Minsait ACS hereunder shall be only for the Customer's use and benefit; therefore, Customer may not reproduce or present them outside its organization without Minsait ACS prior written consent.
- 5.2 Customer acknowledges and agrees that any Services provided by Minsait ACS are done so within the limits of the Proposal and pursuant to the Customer's specific instructions. All instructions and information given by Customer must be correct, complete and duly disclosed to Minsait ACS.
- 5.3 Minsait ACS has the exclusive right to determine the personnel that will perform the Services.
- 5.4 Customer is the sole responsible for the implementation or not of any recommendation made by Minsait ACS and for the results of the Services and their consequences. All estimates and recommendations produced/provided by Minsait ACS are based on information and facts known at the present moment.
- 5.5 Services rendered pursuant to the Proposal will be subject of evaluation and acceptance by Customer. In case Customer does not manifest its acceptance or rejection within ten (10)

days after its delivery by Minsait ACS, the Services will be presumed as accepted without reserves. Customer must present all objections it may have in connection with the Services in one sole opportunity, within the timeframe set forth above. Any further claims under any title after this representation is made will not be accepted. Notwithstanding the foregoing, acceptance of a System shall be deemed to have occurred if Customer puts the System to use or agrees to acceptance.

- 5.6 Minsait ACS warrants that the Services will be performed in a good and workmanlike manner and according to their respective technical specification and Minsait ACS undertakes to re-perform any Services not in compliance with this warranty brought to its attention within ninety (90) days, after the Services are performed and delivered by Minsait ACS and accepted by the Purchaser. THE PRECEDING IS MINSAIT ACS ONLY WARRANTY REGARDING THE SERVICES IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED.
- 5.7 Customer is the sole responsible for paying all taxes (except for taxes based on Minsait ACS net income or capital stock) relating to any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the Price set forth in the Proposal or in any PO. In each instance, Minsait ACS will invoice Customer for applicable tax amounts and such invoices are due upon Customer's receipt thereof.
- 5.8 Customer is the sole responsible for licensing any software related to the Services and for the acquisition of the corresponding hardware as well, if necessary, unless provided otherwise in the Proposal, when a Minsait ACS Software could be required, under specific licensing terms. Customer also will be the sole responsible for data storage or cloud capacity. Software, data storage/cloud capacity and hardware must be available in the beginning day of Minsait ACS activity.

6. Price and Payment

- 6.1 The Price for the Products and/or Services is indicated on the Proposal and/or in any PO, according to the terms previously agreed between the Parties. All Prices are net US Dollars.
- 6.2 Unless expressly stated in the Proposal or in any PO, the Price excludes:
 - a) any and all additional costs, such as freight, insurance, export fees, transportation, import and other permits or certifications;
 - b) taxes, including without limitation value added tax, levies, fees, income, sales or any other taxes; and
 - c) any exchange rate risk.
- 6.3 Customer will receive invoices in accordance with the contract's defined milestones. Minsait ACS shall be entitled to submit an electronic invoice, at the end of each month for Services performed or, in case of Products supplied or milestone achieved, upon actual delivery or acceptance of the relevant Product or milestone, as the case may be.

- 6.4 Customer shall pay the Price as set out in each invoice within thirty (30) days of receipt of that invoice.
- 6.5 Late payments by Customer will accrue interest on the unpaid amount, at the rate of higher of 1.5 % (one point five percent) per month or the maximum rate permitted under applicable law, from the date on which payment was due until the date of actual payment. Customer will be liable for all costs incurred with the recovery of any unpaid invoiced amounts, including without limitation legal and collection agents' fees, court costs and interest.
- 6.6 Customer is not entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to Customer by Minsait ACS, nor is Customer entitled to withhold payment of any invoice if part of that invoice is in dispute.

7. Confidentiality

- 7.1 For purposes of these GTC, the term "Confidential Information" means (i) all information of either Party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, strategic partners, customers, business plans, promotional and marketing activities, finances and other business affairs of such Party), that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the Disclosing Party, and that has been identified as being proprietary and/or confidential or that the Receiving Party by the nature of the circumstances surrounding the disclosure or receipt ought to know should be treated as proprietary and confidential. Confidential Information of Minsait ACS also includes the terms, conditions and pricing of the Proposal or any PO.
- 7.2 Either Party may from time to time disclose to the other Party certain Confidential Information (as hereinafter defined) received from the Disclosing Party. For a period of two (2) years from the termination of the PO, the Receiving Party shall protect the Confidential Information received from the Disclosing Party from unauthorized dissemination, using the same degree of care that the Receiving Party ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care.
- 7.3 The Receiving Party shall use the Confidential Information received from the Disclosing Party only to accomplish the purpose of the Proposal and the PO, and shall limit the disclosure of the Confidential Information received from the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information.
- 7.4 The obligations of either Party pursuant to this Section 8 shall not extend to (i) any information that the Receiving Party can demonstrate through written documentation was already known to the Receiving Party prior to its disclosure to the Receiving Party, (ii) was or becomes known or generally available to the public (other than by act of the Receiving Party), (iii) is disclosed or made available in writing

to the Receiving Party by a third-party having a bona fide right to do so, (iv) is independently developed by Receiving Party without the use of any Confidential Information, or (v) is required to be disclosed by process of law, provided that the Receiving Party shall notify the Disclosing Party promptly upon any request or demand for such disclosure.

- 7.5 The Receiving Party shall, upon completion or other termination of discussions with respect to the Confidential Information, or upon demand by the Disclosing Party, whichever is earlier, promptly: (i) return to the Disclosing Party any and all Confidential Information in tangible form together with all copies or reproductions thereof; and (ii) destroy any notes, memoranda or other documents concerning the Confidential Information and provide a certificate from an officer of Receiving Party certifying to the Disclosing Party that such items have been destroyed, provided that the Receiving Party may retain copies of Confidential Information to the extent necessary to meet any statutory requirements and for any legal proceedings and copies stored due to automatic computer archiving.
- 7.6 The Parties acknowledge that any breach of this Section 7 may cause immediate and irreparable injury to the non-breaching Party and that monetary damages may be inadequate to compensate the non-breaching Party for such breach. Having acknowledged the foregoing, the Parties agree that, in the event of such breach, the non-breaching Party shall be entitled to seek injunctive relief, in addition to all other remedies available to it at law or in equity.

8. Intellectual Property

- 8.1 Nothing contained in these GTC, the Proposal or in any PO shall be construed as conferring by implication, estoppel, or otherwise, any license or right to any copyright, patent, trademark or other proprietary interest of Minsait ACS or any third-party.
- 8.2 Customer acknowledges and agrees that (i) all Intellectual Property rights embodied in or in connection with the Products and/or Services, including all associated documentation, parts or software, are the sole property of Minsait ACS or its suppliers, and (ii) all Intellectual Property developed by Minsait ACS previously or during the course of the Proposal or any PO will remain the sole property of Minsait ACS.
- 8.3 Minsait ACS grants Customer a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the work product for Customer's own operations, except for software licenses, if any, which are subject to a specific license agreement, to be duly executed between the Parties.
- 8.4 Customer must not at any time without the prior written consent of Minsait ACS, register or use any trademarks, trade names, domain name, trading style, commercial designation or design owned or used by Minsait ACS. Customer, however, allows Minsait ACS to mention Customer's name, the Products delivered and the Services provided for the exclusively purpose of commercial reference to third parties.

9. Data Protection and Privacy

- 9.1 Unless the context otherwise requires, terms defined in the applicable data protection legislation shall have the same meaning when used in this Section 9.
- 9.2 The Parties agree that to the extent Minsait ACS processes personal data on behalf of Customer in the provision of the Services, Customer is the data controller and Minsait ACS is the data processor.
- 9.3 Minsait ACS represents, undertakes and warrants that it shall (i) comply with the requirements of the applicable data protection legislation to the extent it applies to Minsait ACS in its capacity as a data processor; (ii) only process the personal data to the extent necessary for the provision of the Services, and as otherwise instructed by Customer in writing; (iii) implement and maintain appropriate technical and organizational measures to ensure the security, integrity and confidentiality of the personal data and prevent the unauthorized or unlawful processing of the personal data; and (iv) not disclose or transfer any part of the personal data to any person or allow access to it by any person other than as expressly permitted by and in accordance with this Section.
- 9.4 Customer represents, undertakes and warrants that (i) it shall comply with the requirements of the applicable data protection legislation to the extent it applies to Customer in its capacity as a data controller; (ii) have all necessary authorizations in place to provide personal data to Minsait ACS; (iii) disclose all such personal data only on a 'need to know' basis limited to what is necessary in relation to the purposes for which such personal data is processed by Minsait ACS; (iv) not (unless absolutely necessary for facilitating receipt of Services) disclose real production or personal data to Minsait ACS and any such data, if required to be shared in connection with the Services shall be suitable encrypted; and unless expressly stated as being part of Minsait ACS obligations, keep full backups of all of Customer's data including personal data in accordance with the best industry practice and in any event not less frequently than daily.
- 9.5 In no event Minsait ACS shall be liable for any security breaches or other cyber issues which arise by reason of any defects or deficiencies in any Customer systems or processes, or any Customer materials, equipment or software which are transferred or provided to Minsait ACS by Customer in connection with the provision of the Services. Further, Minsait ACS shall not be liable for any loss of data caused due to reasons beyond its control, including without limitation, due to third-party hacking, trojan attack and other similar instances.

10. Limitation of Liability

- 10.1 EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS AND LOSSES INCURRED DUE TO MINSAIT ACS GROSS NEGLIGENCE, FRAUD, OR WILFUL MISCONDUCT, CUSTOMER EXPRESSLY AGREES THAT MINSAIT ACS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OR RECOVERY, WHETHER BASED IN CONTRACT, IN TORT

(INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; (ii) DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; (iii) LOSS OF PROFITS OR REVENUE OR BUSINESS INTERRUPTION; (iv) LOSS OF USE OF CUSTOMER'S MATERIAL, EQUIPMENT OR SYSTEMS; (v) INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, OR CLAIMS OF CUSTOMER'S CLIENTS; (iv) LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH EXISTENCE.

- 10.2 CUSTOMER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF MINSAIT ACS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT (EXCLUDING REIMBURSABLE EXPENSES AND TAXES) INVOICED BY MINSAIT ACS AND PAID FOR BY CUSTOMER DURING THE PRECEDING TWELVE (12) MONTHS FROM THE DATE THE CLAIM FIRST AROSE UNDER THE APPLICABLE PO.
- 10.3 THE PROVISIONS OF THIS SECTION 10 SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS GTC, IN THE PROPOSAL OR IN ANY PO.

11. Force Majeure

- 11.1 Notwithstanding any other provision of these GTC, the Proposal or any PO, Minsait ACS will not be liable for any delay or failure to perform any of its obligations under the Proposal and the applicable PO if such failure or delay is due to an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omission of local or foreign Government or other competent authority, epidemics, pandemics, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omission of persons, bodies or entities for whom Minsait ACS is not responsible or any other cause, whether similar or dissimilar to the foregoing, that is outside the reasonable control of Minsait ACS.

12. Termination

- 12.1 Either Party (the "Terminating Party") may terminate the Proposal or any PO immediately by notice in writing to the other Party (the "Other Party") if:
 - a) performance of any material obligation by the Other Party is overdue by a period of at least sixty (60) days and the breach of that obligation is not capable of being remedied;
 - b) the Other Party breaches any provision which is capable of being remedied and fails to remedy the breach within sixty (60) days of written notice from the Terminating Party requiring the breach to be remedied;
 - c) the Other Party provides materially false or misleading information to the Terminating Party in respect of the Other Party's obligations or its performance or proposed

performance (for example, if the Customer provides false or misleading information about its use of the Services);

- d) the Other Party becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- e) in the reasonable opinion of the Terminating Party, the Other Party's capacity or ability to undertake its obligations under the Contract has materially diminished and is likely to remain materially diminished for an unreasonable period.

12.2 The termination of the Proposal or any PO shall be without prejudice to the rights and entitlements of the Parties prior to the date of termination. In the event of termination, Customer shall pay Minsait ACS for all the Services rendered, Products delivered, and expenses incurred prior to the date of termination.

13. Export Control Laws

13.1 Each Party will comply with local and foreign export control laws, including U.S. export control laws. Without limiting the foregoing, Customer represents and warrants that: (i) it is not located in, and will not use any Minsait ACS Products from, any country subject to U.S. export restrictions; and (ii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws that may impact Customer's right to import, export, or use Minsait ACS Products or any of them.

14. Anti-Bribery and Anti-Corruption

- 14.1 The Parties and their Affiliates have not taken any action that will is or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, plus any other anti-bribery or anti-corruption law or treaty applicable to the Parties and their Affiliates.
- 14.2 The Parties have and shall maintain in place throughout the provision of Services policies and procedures to confirm compliance with applicable laws relating to anti-bribery and anti-corruption. Neither Party shall accept, offer or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable laws in connection with the Proposal or any PO.

15. General Provisions

- 15.1 Entire Agreement. These GTC, the Proposal and any PO constitute the entire agreement, and supersede any previous agreements or understandings between the Parties relating to the subject matter hereof.
- 15.2 Non-Solicitation. During the period that Minsait ACS is providing Services to Customer and for one (1) year thereafter, Customer shall not, directly or indirectly, knowingly solicit or recruit for employment or hire, or make a recommendation, or referral or otherwise knowingly assist

or facilitate the solicitation or recruitment of any Minsait ACS employee engaged in the performance of the Services, for employment by Customer or any other entity. To "knowingly" solicit, recruit, hire, assist or facilitate, within the meaning of this provision, does not include, and therefore does not prohibit, solicitation, recruitment or hiring of a Minsait ACS employee by Customer or another entity if the employee was identified solely as a result of the employee's response to a general advertisement in a publication of trade or industry interest or other similar general solicitation.

- 15.3 No Assignment. Neither Party will assign or transfer or purport to assign or transfer any right or obligation under the Proposal or any PO except with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 15.4 No Waiver. No right under these GTC shall be deemed to be waived except by notice in writing signed by each Party. A waiver by any Party pursuant to this Subsection will not jeopardize its rights in respect of any subsequent breach of the other Party's obligations. Any failure by any Party to enforce any provision of these GTC, or for any forbearance, delay or indulgence granted by any Party to the other Party, will not be construed as a waiver of the first Party's rights under these GTC.
- 15.5 Severability. If any part of these GTC is held invalid, unenforceable or illegal for any reason, the GTC shall remain otherwise in full force apart from such provision, which shall be deemed deleted.
- 15.6 Waiver of Jury Trial. Each Party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of these GTC, the Proposal or any PO or the transactions relating to its subject matter.
- 15.7 Governing Law and Jurisdiction. These GTC, the Proposal and any PO shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflict or choice of laws principles. Customer and Minsait ACS each agree to submit to the jurisdiction of the courts of the State of Georgia and to waive any and all jurisdictional, venue or inconvenient forum objections thereto.

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SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (this "**Agreement**") is made effective as of the ____ day of _____, 20____ (the "**Effective Date**"), by and between Minsait ACS, Inc., an Indra company and affiliates ("**Minsait ACS**"), a state of Georgia corporation, with offices at 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071, USA, and [INSERT NAME HERE], ("**Licensee**"), a [INSERT STATE AND TYPE OF ENTITY HERE] with offices at [INSERT CORPORATE LEGAL/HQ ADDRESS HERE].

Minsait ACS and Licensee agree as follows:

1. **DEFINITIONS.**

"**Active Account**" means, a person or entity to which Licensee or Licensee's customer - utilizes the Licensed Software. Licensee or Licensee's customer may have multiple Active Accounts based on the number of entities, people or locations for which services are provided. If Licensee or Licensee's customer has multiple Active Accounts, each Active Account will be deemed to be a separate Active Account for purposes of an Order and this Agreement.

"**Confidential Information**" means non-public information of a party to this Agreement including, without limitation, the terms, conditions and pricing under this Agreement. Confidential Information of Minsait ACS includes, without limitation, the Licensed Software, all software provided with the Licensed Software, the Source Code, and all algorithms, methods, techniques and processes revealed by the Source Code. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality that is known to the recipient.

"**Documentation**" means the user, installation, technical, training and other publications delivered by Minsait ACS in conjunction with Licensed Software and Minsait ACS Systems.

"**Documented Defect**" means a material deviation between a module of Licensed Software and its Documentation, for which Minsait ACS has confirmed that Licensee has provided enough information for Minsait ACS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under Minsait ACS's control.

"**Equipment**" means the Minsait ACS products and solutions, certified computer hardware and systems software configuration.

"**Software Enhancements**" means collectively, Minsait ACS Engineering, Maintenance and Releases provided under this Agreement.

"**Server(s)**" means, if applicable, the servers within the Equipment that a module of Licensed Software may be used on, as specified in an Order.

"**Licensed Software**" means the Minsait ACS Software, Third-Party Software and Documentation licensed by Minsait ACS to Licensee pursuant to the terms and conditions of this Agreement.

"**Maintenance**" means corrections of, workarounds, or avoidance procedures for, Documented Defects.

"**Modification**" means a customized enhancement, improvement or alteration of the Minsait ACS Software that is developed by Minsait ACS or by or at the direction of Licensee, as permitted under this Agreement.

"**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"**Order**" means the ordering document(s) or contract agreed to and executed by both parties by which Licensee procures or obtains Licensed Software.

"**Permitted User**" means an employee or subcontractor of Licensee permitted to access the Licensed Software as permitted and in accordance with the terms and conditions under this Agreement.

"**Release**" means a new standard release of baseline Minsait ACS Software.

"**Source Code**" means the English language source code version of the Minsait ACS Software, and any accompanying comments or other programmer documentation.

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“**Supplement**” means, with respect to a module of Minsait ACS Software or Third-Party Software, an addendum provided as part of an Order that contains additional terms, conditions, limitations or other information pertaining to that module. If any terms of a Supplement conflict with any other terms of this Agreement, the terms of the Supplement will control.

“**Territory**” means the geographic area in which Licensor has granted that Licensee may install and use the Licensed Software.

“**Third-Party Software**” means Object Code versions of the computer software programs licensed by Minsait ACS from third parties and sublicensed to Licensee as specified in Exhibit A of this Agreement. Third-Party Software does not include, and this Agreement does not grant Licensee, a license to the source code for such Third-Party Software.

“**Minsait ACS Software**” means the Object Code versions of the baseline computer software programs developed by or for Minsait ACS and specified in a Contract, and all improvements, and Modifications provided by Minsait ACS to Licensee pursuant to the terms of this Agreement. Minsait ACS Software does not include, and this Agreement does not grant Licensee a license to the Source Code for Minsait ACS Software.

2. **LICENSE.**

2.1 **Grant of License.** Subject to the terms, conditions and restrictions set forth in this Agreement and any Order legally binding the Parties, Minsait ACS grants to Licensee: (a) a limited, non-exclusive, non-transferable, perpetual license to use and copy, as per section 2.4, to the Licensed Software for Licensee’s own internal business operations as set forth in Exhibit A of this Agreement. Minsait ACS does not grant Licensee a license to the Source Code of the Minsait ACS Software or to the Third-Party Software. The computer readable media containing the Licensed Software may also contain software for which Licensee is not granted a license to use. Licensee may not make any use of any software for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

2.2 **Restrictions.**

(a) **Licensed Software.** Unless otherwise permitted in this Agreement or a Supplement hereto, Licensee shall not, nor permit any third party to, directly or indirectly: (i) reverse engineer, disassemble, or decompile the Licensed Software or any portion thereof, unless otherwise permitted under this Agreement; (ii) sublicense,

rent, lease or otherwise transfer the Licensed Software, or any portion thereof; (iii) use the Licensed Software for any third-party use including, but not limited to, training (Section 2.4 covers copies for training Licensee personnel), facilities management, time-sharing, service bureau use, data processing, or publish any results of benchmark tests run on the Licensed Software; or (iv) use any Third-Party Software except solely in conjunction with the Minsait ACS Software and except in accordance with any applicable Third Party Software licensor terms and conditions.

(b) **Access to / Use of Licensed Software.** Access to, and use of, certain modules of Licensed Software may be limited by restrictions set forth in the applicable Order, documents and Exhibit(s) or Supplement to this Agreement which shall include terms and conditions provided in the Minsait ACS Customer Care Services Guide, Third-Party licenses terms and conditions, which may include, without limitation: (i) a specific number of named Users or other type of Users; (ii) providing Services as may be defined, including and not limited to, as provided in the Customer Care Services Guide to a limited number of Active Accounts; or (iii) a specified number of production or non-production Servers. Licensee shall not utilize any device or program that enables or allows access to the Licensed Software in a manner such that a User, other type of user or Active Accounts or any other third party accessing the Licensed Software is not counted as a user. Licensee shall be responsible and liable for the acts and omissions of its employees, agents and representatives who are users arising from the access to the Licensed Software. The Licensed Software may contain license protection procedures that limit access to the Licensed Software to that use permitted under this Agreement. Licensee shall not circumvent or render inoperative any such protection procedures.

(c) **Installation.** Licensed Software will be installed only on Licensee’s Equipment. Licensee may transfer the Licensed Software to other Licensee Equipment and shall provide prompt written notice of such transfer to Minsait ACS. Licensee shall be responsible for all costs related to any such transfer. In conjunction with any such transfer, all Licensed Software must be promptly deleted in its entirety from the initial Equipment, and from each back-up copy existing for the initial Equipment. Minsait ACS shall not be responsible for updating any changes to any of the Documentation made by Licensee.

2.3 **Delivery.** Unless otherwise specified in the Contract, Licensed Software will be shipped prepaid FOB Minsait ACS shipping location.

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2.4 Copies. Licensee may make a reasonable number of backup copies of the Licensed Software as is consistent with Licensee's normal periodic backup procedures or as set forth on the applicable Order. Licensee shall maintain a log of the number and location of all originals and copies of the Licensed Software. Licensee may reproduce or copy any portion of the Documentation into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder. Licensee shall include, and shall under no circumstances remove, Minsait ACS's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Licensed Software or Documentation in the same form and location as the notice appears on the original work. All proprietary and intellectual property rights, including copyright in and to the original and all copies of the Licensed Software and Documentation or any changes or Modifications thereto, shall be and remain that of Minsait ACS or its licensors as the case may be. Minsait ACS shall not be responsible for updating any changes to any of the Documentation made by Licensee.

2.5 Certification. On Minsait ACS's request, but not more than once per year, Licensee shall furnish Minsait ACS with a signed certification verifying that Licensee's use of the Licensed Software is consistent with the terms and conditions of this Agreement, which certification shall include information reasonably requested by Minsait ACS.

3. MAINTENANCE SERVICES.

3.1 Maintenance Services. Licensee may elect to receive support and services as set forth in Exhibit to this Agreement, ("Maintenance Services") and referenced in the Minsait ACS Customer Services Guide, a copy of which may be requested by the Licensee. Beginning on the Effective Date, Minsait ACS shall provide Maintenance Services for the period of time set forth in Exhibit ____ (the "Maintenance Period"). Any such Maintenance Services will be provided by Minsait ACS or its affiliates or subcontractors using commercially reasonable efforts and subject to the terms of this Agreement as further modified by Minsait ACS's applicable maintenance and support policies in effect at the beginning of the then-current Maintenance Period. Minsait ACS's obligation to provide Licensee with Improvements for Third Party Software is limited to providing Licensee with the Improvements that the applicable third-party licensor provides to Minsait ACS. If Licensee elects to receive Maintenance Services, Licensee may not exclude any of the Licensed Software from Maintenance Services. Unless Maintenance Services cancelled by either party by written notice no less than ninety (90) days prior to the end of the then-current Maintenance Period, Licensee agrees that the Maintenance Period shall automatically extend for one (1) year, except as otherwise set forth on an applicable

order document. In the event Licensee declines or terminates Maintenance Services (including following initial delivery of the Licensed Software), and Maintenance Services are subsequently ordered or reinstated, Licensee shall pay: (i) an additional Maintenance reinstatement fee in addition to Maintenance Services fees for the current Maintenance Services period.

3.2 Licensee's Obligations. Licensee shall be responsible for installing any Improvements provided by Minsait ACS. Licensee shall cooperate with Minsait ACS in providing access to the Equipment to the extent required to diagnose or resolve issues identified by Licensee concerning the Licensed Software. Minsait ACS, by virtue of this Agreement, is not responsible for the following actions: (i) determining whether the Licensed Software will achieve the results that Licensee desires (and Minsait ACS does not recommend or prescribe in any way the use of the Licensed Software in critical management, military use, nuclear power plants, nor for the management of emergency situations and Minsait ACS disclaims any liability arising out of or in connection with the use by the Licensee on those fields of activity); (ii) procuring, installing and operating computers and operating systems to run the Licensed Software in accordance with the Documentation; (iii) ensuring that the Licensee complies with all applicable laws pertaining to its use of the Licensed Software, including those related to the disclosure of data and exports of Licensed Software; (iv) establishing adequate operational back-up provisions to protect against data loss and/or a defect or malfunction that renders the Licensed Software, or the computer systems on which they run, non-operational; and/or (v) deployment and/or installation on the Licensee's systems of any upgrade that the Licensee may be entitled to use.

4. PAYMENT.

4.1 Fees. In consideration of the licenses granted under this Agreement, Licensee shall pay to Minsait ACS the license fees set forth in each Order. Licensee shall pay to Minsait ACS the Maintenance Services fees as set forth in each Order or any Maintenance Services agreement between the parties. Additional Maintenance Services fees may apply for any Maintenance Services provided for Licensed Software that has been installed, implemented, customized, modified, enhanced or altered by any third-party service provider that is not a Minsait ACS certified service provider. Additional fees may be required for Services not considered in the initiating Order. Unless otherwise provided in the applicable Order documents, all fees are due upon the Effective Date of the applicable Order and are payable to Minsait ACS in U.S. dollars within fifteen (15) days of the date set forth on each invoice issued by Minsait ACS. All orders and license fees are non-cancelable and non-refundable, including, without limitation, upon termination of this Agreement. Any fees payable by Licensee hereunder that are not paid when due shall accrue interest at a rate equal to the lesser of (a) of 1.5% per month, or (b) the maximum amount allowed by applicable law.

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Licensee agrees to pay to Minsait ACS all reasonable costs and expenses of collection, including reasonable attorneys' fees and court costs, incurred by Minsait ACS to collect payments due under this Agreement.

4.2 Taxes. Licensee is liable for any and all sales, use, excise, value added, customs fees, or other similar taxes Minsait ACS must pay relating to the Licensed Software. If Licensee is exempt from the payment of any such taxes, Licensee must provide Minsait ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such taxes to the applicable taxing authority, Minsait ACS will invoice Licensee for, and Licensee will pay to Minsait ACS all such taxes. Notwithstanding anything to the contrary in this section, Minsait ACS shall be solely responsible for all taxes based on its income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. Licensee acknowledges and agrees that: (a) Minsait ACS owns all right, title and interest in and to all Minsait ACS Software and related Documentation and Minsait ACS Confidential Information (and the media containing such Confidential Information) including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto; and (b) Minsait ACS's licensors own all right title and interest in and to all Third Party Software and related Documentation including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto.

5.2 Modifications. Licensee shall not have a right to make any Modifications to the Minsait ACS Software. To the extent any such Modifications are made, Licensee agrees to assign to Minsait ACS without any additional consideration, and hereby does assign to Minsait ACS, all right, title and interest in and to all Modifications made by Licensee. All such Modifications shall be deemed Minsait ACS Software and the use of such Modifications by Licensee shall be subject to the terms and conditions of this Agreement. Minsait ACS shall not be responsible for providing Maintenance Services for any Modifications made by Licensee.

5.3 Protection of Confidential Information. Each party to this Agreement may furnish the other party with Confidential Information. The parties agree that, during the term of this Agreement and thereafter, each party will hold Confidential Information in a fiduciary capacity for the benefit of the other party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party, or (b) utilize Confidential Information for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other party. Licensee will limit the disclosure of Minsait ACS's

Confidential Information, to Permitted Users with a need-to-know and who have been advised of the confidential nature thereof, or third party consultants with a need-to-know and who has been contractually obligated to maintain such confidentiality through signature of a nondisclosure agreement acknowledging the non-disclosure obligations of this Agreement and naming Minsait ACS as an intended third-party beneficiary. Licensee shall provide copies of these agreements upon the written request of Minsait ACS. Licensee shall be liable for any breach by any Permitted User or third-party consultant of the confidentiality obligations contained herein.

5.4 Required Disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent practicable; and (c) make such disclosure only to the extent so required.

6. LIMITED WARRANTY: DISCLAIMER.

6.1 Limited Warranty. Minsait ACS warrants to Licensee that, subject to this Section 6, the Minsait ACS Software will perform without Documented Defects ("**Minsait ACS Software Warranty**") for a period three (3) months following delivery of the Minsait ACS Software to Licensee (the "**Warranty Period**"). Warranties related to any Third-Party Software shall be specified in the applicable Supplement.

6.2 Obligations of Licensee. Licensee shall notify Minsait ACS in writing of any claim under the Minsait ACS Software Warranty during the Warranty Period (the "**Warranty Notice**"). The Warranty Notice will be given with sufficient access, including remote access, to the Minsait ACS Software and the Equipment, and sufficient information and time, to allow Minsait ACS to duplicate the Documented Defect.

6.3 Obligations of Minsait ACS. For any claim under the Minsait ACS Software Warranty, Minsait ACS's sole obligation shall be, at Minsait ACS's expense, to provide corrections of, or avoidance procedures for, Documented Defect(s) identified in the Warranty Notice or provide a mutually acceptable plan for correction. In the event Minsait ACS's obligation to provide avoidance procedures for or corrections of the Documented Defect(s) is not commercially feasible, Minsait ACS in its sole discretion may elect, upon written notice to Licensee, to terminate the license to use the defective module(s) and pay Licensee a refund equal to the license fees paid for the defective module(s) of Minsait ACS Software.

6.4 Limitations. The Minsait ACS Software Warranty shall not apply: (a) to any Modifications; (b) if the Licensed Software is not used on the Equipment or in accordance with

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the Documentation or this Agreement; (c) if the Licensed Software has been installed, implemented, customized, modified, enhanced or altered by Licensee or any third party that is not an Minsait ACS certified service provider; (d) if Licensee is not using the most recent Improvements of the Licensed Software; (e) to any error or defect caused by Licensee, a Permitted User, any third party, or any third-party software that is not provided by Minsait ACS as a part of the solution under Deliverables; or (f) to any error or defect arising as a result of drawings, designs or specifications provided by Licensee. Minsait ACS shall have no obligation or liability under the Warranty in the event that Licensee has not paid the applicable license or Maintenance Services fees when due.

6.5 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, Minsait ACS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THIS AGREEMENT, THE LICENSED SOFTWARE OR ANY MAINTENANCE SERVICES PROVIDED BY Minsait ACS TO LICENSEE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND Minsait ACS EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. Minsait ACS DOES NOT WARRANT THAT: (a) THE LICENSED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) ALL LICENSED SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE LICENSED SOFTWARE ARE DESIGNED TO MEET ALL OF LICENSEE'S BUSINESS REQUIREMENTS.

6.6 Exclusive Remedy. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 6 SETS FORTH LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN SECTION 6.1 ABOVE.

7. INDEMNIFICATION.

7.1 Infringement Indemnification. Subject to the terms of this Section 7, Minsait ACS shall indemnify and defend Licensee against any claim brought against Licensee in the Territory by third parties alleging the use of the Minsait ACS Software or Documentation (a) infringes a United States patent, copyright or trademark registered as of the date Minsait ACS provides Licensee with the Licensed Software or Release thereof, or (b) misappropriates any third party trade secret (collectively, an "Infringement Claim"); provided, however, that (i) Licensee gives Minsait ACS prompt notification in writing of any such Infringement Claim and reasonable assistance, at Minsait ACS's expense, in the defense of such Infringement Claim; (ii) Minsait ACS has the sole authority to defend or settle such Infringement Claim; and (iii) Licensee must make no admissions without Minsait ACS's consent. Infringement indemnification for any Third-Party Software shall be specified in the applicable Supplement.

7.2 Indemnification Limitations. Minsait ACS shall have no obligation for any Infringement Claim arising out of or relating to: (a) a Modification created by or at the direction of Licensee or a third party, (b) use of the Minsait ACS Software other than in accordance with the Documentation or the terms of this Agreement; (c) use of a Release no longer supported by Minsait ACS; (d) use of the Licensed Software without Licensee's implementation of all applicable Maintenance; (e) any Third-Party Software; or (f) use of the Minsait ACS Software in combination with any other hardware, software or other materials where absent such combination, the Minsait ACS Software would not be the subject of the Infringement Claim.

7.3 Effect of Infringement Claim. If an Infringement Claim is or, in Minsait ACS's reasonable belief, is likely to be asserted, (a) Minsait ACS may require Licensee to discontinue use of the Minsait ACS Software immediately and Licensee shall comply with such requirement; and (b) Minsait ACS will, at its sole option, either (i) procure for Licensee the right to use and exercise its rights with respect to the Minsait ACS Software or Documentation or affected part thereof as provided in this Agreement; (ii) replace the Minsait ACS Software or Documentation or affected part thereof with other non-infringing products or modify the Minsait ACS Software or Documentation or affected part thereof to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by Minsait ACS in its sole discretion, terminate this Agreement, in whole or in part, and the licenses granted pursuant to it, and pay to Licensee a pro rata refund of the license fees paid by Licensee for the infringing Minsait ACS Software, depreciated on a five-year straight line basis.

7.4 Exclusive Remedy. THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF Minsait ACS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. LIMITATIONS OF LIABILITY.

8.1 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, Minsait ACS SHALL NOT BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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8.2 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL Minsait ACS OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY LICENSEE TO Minsait ACS HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE SUCH CLAIM AROSE.

8.3 If a number of events of default give rise to substantially the same loss, they shall be regarded as giving rise to only one claim under this Agreement

8.4 Neither party may initiate any claim against the other arising out of this agreement or relating to the Licensed Software or Maintenance Services provided herein more than two years after the cause of action has arisen.

9. TERM AND TERMINATION.

9.1 Term. This Agreement and the licenses granted hereunder shall become effective as of the Effective Date and shall continue in effect perpetually, and as long as fees payable to Licensor are current, specific renewal terms will be indicated on subsequent order documents with respect to renewal terms following the Initial Support Term agreed to under this Agreement.

9.2 Termination. This Agreement and the licenses granted hereunder shall terminate upon the earliest to occur of the following: (a) thirty (30) days after one party gives the other party notice of the other party's material breach of any provision of the Agreement, unless such other party has cured such breach during such thirty (30) day period; or (b) immediately if Licensee becomes insolvent, makes an assignment for the benefit of creditors, appoints (or has appointed on its behalf) a trustee, receiver or similar officer, or commences a proceeding seeking reorganization, liquidation or similar relief under any bankruptcy, insolvency or similar debtor-relief statute.

9.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all amounts due and owing by Licensee to Minsait ACS under this Agreement and all Orders will be immediately payable; (b) use of the Licensed Software will immediately cease; (c) Licensee will delete and/or remove all Licensed Software from all Equipment and from any other computer hardware and storage media within Licensee's possession or control; and (d) all of Minsait ACS's Maintenance Service obligations will cease. In the event that Minsait ACS terminates this Agreement due to Licensee's breach, in addition to any other remedy or claim, Minsait ACS shall be entitled to retain any and all fees paid or payable by Licensee. Within thirty (30) days after termination of this Agreement, Licensee shall destroy or return to Minsait ACS all copies of the Licensed Software and any other Minsait ACS Confidential Information in any form, including but not limited to partial copies thereof, and will certify to Minsait ACS that all copies and portions thereof

have been destroyed or returned. The terms of this Agreement that by their nature should survive termination of this Agreement shall survive termination of this Agreement including, without limitation, the provisions concerning protection of Confidential Information, proprietary rights, disclaimers, indemnification and limitations of liability.

10. GENERAL PROVISIONS.

10.1 Assignment. Licensee may not assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of Minsait ACS. Licensee acknowledges that Minsait ACS's applicable transfer, assignment or other fees may be payable. For purposes of this Agreement, "assignment" shall include a merger, acquisition or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition or other consolidation or by operation of law.

10.2 Right to Injunctive Relief. Licensee acknowledges that Licensee's breach of Sections 2 or 5 may likely cause irreparable injury to Minsait ACS and may entitle Minsait ACS to seek injunctive or other equitable relief in the event of any such material breach.

10.3 Dispute Resolution Process. Except as set forth in Section 10.2 herein, neither party may start arbitration, litigation or any proceedings with respect to this Agreement, unless and until the parties have first complied with the following dispute resolution process. A party claiming that a dispute has arisen must notify the other party in writing. Within 7 days after written notice of a dispute, each party must provide the name of an authorized representative to settle the dispute on its behalf. The authorized representatives of each party will use best efforts to resolve the dispute or agree on a process to resolve all or part of the dispute without arbitration or court proceedings within 20 days after written notice of the dispute. The existence, subject, evidence, information, documents, proceedings, and decisions resulting from the dispute resolution proceedings shall be deemed Confidential Information in accordance with Section 5.3 herein and shall not be used except to attempt to resolve the dispute. Each party must bear its own costs of resolving a dispute under this provision, and the parties must bear equally the costs of any appointed person used for resolving or attempting to resolve the dispute. Upon expiration of the 20-day period after written notice of the dispute, either party may terminate the dispute resolution process set forth herein by written notice to the other party. If either party does not comply with the dispute resolution process set forth herein, the other party will not be obligated to adhere to this provision.

10.4 Arbitration. Except with respect to equitable remedies and disputes related to the ownership and protection of Licensed Software, the parties agree that any dispute, claim or controversy relating in any way to this Agreement shall be fully and finally settled by binding

minsait ACS An Indra company	TEMPLATE	Document Nr.	TP 93CD 3
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arbitration in Atlanta, Georgia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, as modified herein. The arbitration panel shall include only persons with experience in information technology or computer software licensing or implementation matters. Each party shall choose one arbitrator, and the two arbitrators so selected shall choose the third arbitrator. Determinations of the arbitrators will be final and binding upon the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed Confidential Information in accordance with Section 5.3 herein, and shall not be disclosed by any party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation. All arbitration proceedings and submissions, and the arbitration award, shall be in the English language. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not limited to the interpretation and validity of this Agreement, the rights and obligations of the parties, the mode of performance and the remedies and consequences of the breach of the Agreement.

10.5 Restricted Rights. The Licensed Software and any accompanying documentation were developed at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government Users license the Licensed Software with only those rights set forth herein, including, without limitation, the following: Licensed Software may be transferred to the U.S. government only with the prior written consent of an officer of Minsait ACS and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).

10.6 Export Control Notice. Licensee acknowledges the Licensed Software, or any part thereof, is being released or transferred to Licensee in the United States and is therefore subject to United States export control laws. Licensee acknowledges its exclusive obligation to ensure that its exports are in compliance with all applicable export control laws. Licensee shall defend, indemnify, and hold Minsait ACS and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal, including attorneys' fees) arising out of Licensee's noncompliance with applicable export laws with respect to

the use or transfer of the Licensed Software outside the United States by Licensee.

10.7 Third Party Beneficiaries. Third Party Software licensors shall be third party beneficiaries to this Agreement for purposes of enforcing their rights with respect to the applicable Third-Party Software.

10.8 Audit Rights. Licensee will maintain books and records in connection with its installation and use of the Licensed Software. Minsait ACS shall have the right during the term of this Agreement and for up to three (3) years after the termination of this Agreement or the licenses granted herein. Upon reasonable written notice and during normal business hours, Licensee shall be permitted to audit and inspect the Licensee, its books and records and its utilization of the Licensed Software in order to verify compliance with the terms of this Agreement. Audits will be made no more than once in any six (6) month period, and no more than twice in any twelve (12) month period. If an audit reveals that Licensee has underpaid for Licensed Software based on Licensee's actual use of such software, then Licensee will pay Minsait ACS, promptly upon demand by Minsait ACS: (a) the underpaid license fees therefore, which fees will equal Minsait ACS's then-current list rates; (b) additional associated fees for services to be provided by Minsait ACS for any Maintenance Services; (c) any applicable late charges; and (d) if an audit reveals that Licensee has underpaid for Licensed Software by five percent (5%) or more, Minsait ACS's reasonable costs of conducting the audit. If an audit reveals Licensee is utilizing the Licensed Software in a manner not permitted under this Agreement, Licensee agrees to immediately take, at Licensee's expense, all reasonable corrective action requested by Minsait ACS.

10.9 Nuclear Liability Indemnification. (WHERE APPLICABLE) To the extent Licensee is the owner, operator or service provider for a nuclear facility, Licensee shall be subject to the additional terms and conditions to be set forth on Attachment B to this Agreement, incorporated herein by this reference. In the event that Licensee is not the owner, operator or service provider for a nuclear facility, Licensee acknowledges and agrees that it may not use the Licensed Software for any use whatsoever for any part of any nuclear facility. Licensee shall indemnify, defend and hold Minsait ACS harmless against any damage or loss arising from the use of the Licensed Software for any nuclear facility.

10.10 Independent Contractors. Nothing in this Agreement or in the course of dealing between Minsait ACS and Licensee shall be deemed to create between Minsait ACS and Licensee a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

10.11 Non-Solicitation. During the term of this Agreement, and for twelve (12) months thereafter, Licensee shall not, directly or indirectly, solicit or employ any current

minsait ACS An Indra company	TEMPLATE	Document Nr.	TP 93CD 3
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or former Minsait ACS employees who have provided services to Licensee under this Agreement, without Minsait ACS's prior written consent. The foregoing restriction shall not apply to former employees of Minsait ACS who have not provided services to Licensee under this Agreement within twelve (12) months of their termination of employment with Minsait ACS or whose employment with Minsait ACS was terminated more than twelve (12) months prior to Licensee's solicitation or employment. In the event Licensee does employ any Minsait ACS employee described herein without Minsait ACS's prior written consent, Licensee shall make payment to Minsait ACS, by way of liquidated damages, of an amount equal to the annualized base compensation and benefits at which Licensee hired such individual. Licensee shall make the payment described in the preceding sentence to Minsait ACS within thirty (30) days of the date of Minsait ACS's invoice for such payment.

10.12 Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified or as if it had not been included.

10.13 Waiver; Amendment. Failure or delay by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be a waiver of that provision, right or option, or in any way to affect the validity of this Agreement. No waiver of any rights under this Agreement, or any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by both parties.

10.14 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

10.15 Publicity. Minsait ACS shall have the right to identify Licensee as a customer of Minsait ACS as part of Minsait ACS's marketing efforts, including customer lists and press releases.

10.16 Governing Law. This Agreement shall be governed by the laws of the State of Georgia, USA without giving effect to its choice of law principles. The parties hereby

acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.17 Notices. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fMinsait ACSimile (with written confirmation of receipt), or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service and addressed or sent, as the case may be, to the appropriate addresses or fMinsait ACSimile numbers set forth on the first page of this Agreement (or to such other addresses or fMinsait ACSimile numbers as a party may designate by notice to the other party).

All notices for Minsait ACS shall be addressed to the attention of the Chief Executive Officer with a copy delivered to Minsait ACS's General Counsel.

10.18 Force Majeure. Neither party to this Agreement, other than for payments due, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, war, terrorist threat or government action; provided that if either party is unable to perform its obligations under this Agreement for one of these reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10.19 Entire Agreement. This Agreement, all Appendices, attachments and exhibits hereto, and each Order, and all Supplements, attachments and exhibits thereto, constitute the entire agreement between Minsait ACS and Licensee with respect to the subject matter of this Agreement, and supersede all prior negotiations and agreements, whether oral or written, with respect to these matters. This Agreement and each Order shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to Minsait ACS regardless of any statement to the contrary contained in any such purchase order or document.

minsait ACS <hr/> An Indra company	TEMPLATE	Document Nr.	TP 93CD 3
	GENERAL MANAGEMENT	Issue Date	4/20/2018
	Software License Maintenance Agreement	Revision Date	Rev6 3/11/2022

LICENSEE, [INSERT LICENSEE LEGAL NAME]

By: _____ [signatures shown on signature page]

Printed Name: _____

Title: _____

Date: _____

This Software License and Maintenance Agreement and offer contained herein will expire if not signed by Licensee and returned to Minsait ACS on or before _____, 20____.

LICENSOR, Minsait ACS, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

minsait ACS <hr/> An Indra company	TEMPLATE	Document Nr.	TP 93CD 3
	GENERAL MANAGEMENT	Issue Date	4/20/2018
	Software License Maintenance Agreement	Revision Date	Rev6 3/11/2022

EXHIBIT A - Minsait ACS Software & Third-Party Software

1. Existing System Software

Per the current Support Agreement in place, the following existing software licenses will be upgraded to the latest revision of Minsait ACS/ 3rd party software at no license cost.

Item	Qty	Description
6		PRISM Software
	1	PRISM Master Workstation-based License
	1	PRISM Master Redundant System License
	1	Distributed Database/OI Architecture - System License
	1	Redundant PRISM DNPnet
	1	Residential Load Management
	6	PRISM System Restore Standard
	1	ePRISM 5 concurrent users
	1	PRISM Web Services Gateway
	1	PRISM Enterprise Historian
	1	PRISM Reporter Standard
	8	Red Hat Enterprise Linux

2. New System Software

The following new system software will be added to the upgraded system.

Item	Qty	Description
7		New System Software Name
	4	NAKIVO VM Enterprise+ (1 per CPU socket)
	1	VMware Essentials Package

EXHIBIT B – Maintenance Services

The scope of the maintenance services will be the same as the current on-going support agreement in place, subject to additional support fees for the new software.

Fort Pierce Utilities Authority

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



Board Submission Form

12/27/2022

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 01/03/2023

Item Type: Regular Agenda

Subject: 2022 NERC Annual Presentation

Recommendation:

2022 NERC Annual Review - For Information Only

Reviewed By Attorney:

Funds Available From: X No Funds Needed Budgeted Contingency

Approvals:

System Director: _____

Director of Finance: _____

Director of Utilities: CISNEROS, JAVIER Dec 27 2022 10:44AM



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
THROUGH: Craig A. Crawford, Director of Electric & Gas Systems
FROM: Eric D. Meyer, Supervising Engineer
DATE: December 27, 2022
SUBJECT: **2022 NERC Annual Presentation**
PRESENTER(S): Dwayne Struble, Eric Meyer

RECOMMENDATION:

2022 NERC Annual Review - For Information Only

SUMMARY/SUPPORTING INFORMATION

THIS PRESENTATION WILL BE A SUMMARY OF FPUA ACTIVITIES WITH THE GOVERNING ELECTRIC UTILITY REGULATORY AGENCY, THE NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION (NERC), FOR 2022. THE PRESENTATION WILL PROVIDE UPDATES FROM NERC, FPUA'S COMPLIANCE WITH NERC AND THE GENERAL OUTLOOK OF COMPLIANCE WITH NERC.

ALTERNATIVES (IF ANY):

N/A

ATTACHMENTS:



North American Electric Reliability Corporation (NERC) Update for 2022

FORT PIERCE UTILITIES AUTHORITY

Agency Structure



FERC



NERC

NORTH AMERICAN ELECTRIC
RELIABILITY CORPORATION

The logo for the Southeastern Electric Reliability Council (SERC). It features a stylized blue 'S' followed by the letters "SERC" in a bold, blue, sans-serif font.

Registration Entity with NERC

FPUA is Registered with NERC as:

- Transmission Owner (TO)
- Distribution Provider (DP)



2022 Enforceable NERC Standards

- Cyber Security was the main focus of NERC in 2022
- There were four updated standards relating to cyber security and two updated standards relating to protective and relay control systems in 2022
- There was one new standard relating to cyber security in 2022
- These standards did not affect FPUA as they regulate power grid elements that FPUA does not own.
- There is a possibility that NERC could require FPUA to comply with these standards in the future; FPUA plans to be ready to comply with these standards if enforced by SERC



Self Reporting

FPUA did not perform any self-reports for 2022.

The three self reports FPUA performed in 2021 were fully resolved and no fines or other disciplinary measures were levied by SERC.



Changes to FPUA's NERC Program

- Hired a full time Compliance Specialist.
- Contracted a consultant firm to review compliance procedures, perform the required cyber security tabletop exercise and ensure the findings from the 2021 mock audit were completed satisfactorily.



Questions?



Fort Pierce Utilities Authority

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Board Submission Form

12/19/2022

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 01/03/2023

Item Type: Regular Agenda

Subject: Professional Engineering & Design Build Services For Electric & Gas Systems

Recommendation:

RFQu No. 20-10A: Authorize staff to negotiate contracts for Continuing Professional Engineering and/or Design-Build Services related to Electric and Gas Systems with selected firms for a five-year term with unlimited five-year renewal options. Once finalized the agreements will be submitted to the Board for approval and signature.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: X No Funds Needed X Budgeted Contingency

Approvals:

System Director: CRAWFORD, CRAIG A. Dec 16 2022 12:04PM

Director of Finance: MIKA, BARBARA A. Dec 19 2022 11:49AM

Director of Utilities: CISNEROS, JAVIER Dec 19 2022 2:24PM



Memorandum

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

THROUGH: Craig A. Crawford, Director of Electric & Gas Systems

FROM: Eric D. Meyer, Supervising Engineer

DATE: December 19, 2022

SUBJECT: Professional Engineering & Design Build Services For Electric & Gas Systems

PRESENTER(S): Eric Meyer

RECOMMENDATION:

RFQu No. 20-10A: Authorize staff to negotiate contracts for Continuing Professional Engineering and/or Design-Build Services related to Electric and Gas Systems with selected firms for a five-year term with unlimited five-year renewal options. Once finalized the agreements will be submitted to the Board for approval and signature.

SUMMARY/SUPPORTING INFORMATION

See BSF Memo

ALTERNATIVES (IF ANY):

See BSF Memo

ATTACHMENTS:

RFQu Tabulation

RFQu 20-10A PE & DB Services BSF Memo

FORT PIERCE UTILITIES AUTHORITY
QUALIFICATION STATEMENT SUBMISSION LOG

Qualification Statements from the Firms listed herein are the only qualification statements received timely as of the above opening date and time. All other qualification statements submitted in response to this solicitation, if any, are hereby rejected as late.

REQUEST FOR QUALIFICATIONS FOR:	ELECTRIC AND GAS PROFESSIONAL ENGINEERING AND/OR DESIGN-BUILD SERVICES
RFQu NUMBER:	20-10A
DATE/TIME:	November 8, 2022 @ 10:15 AM
RECOMMENDED AWARD(S):	Pending Qualification Review

PROFESSIONAL ENGINEERING SERVICES
FIRM
Cha Consulting, Inc.
Chen Moore and Associates, Inc.
G-A-I Consultants, Inc.
HSI Workplace Compliance Solutions, Inc.
Kimley-Horn and Associates, Inc.
Pond & Company Corporation
HBK Engineering, LLC (Ques) (Quanta)
Southeastern Surveying and Mapping Corporation
DESIGN-BUILD SERVICES
FIRM
N/A

Fort Pierce Utilities Authority



Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Craig A. Crawford, Director of Elec & Gas Systems
From:	Eric D. Meyer, Supervising Engineer
Date:	December 16, 2022
Subject:	PROFESSIONAL ENGINEERING AND DESIGN-BUILD SERVICES FOR ELECTRIC & GAS SYSTEMS

RECOMMENDATION:

RFQu No. 20-10A: Authorize staff to negotiate contracts for Continuing Professional Engineering and/or Design-Build Services related to Electric and Gas Systems with selected firms for a five-year term with unlimited five-year renewal options. Once finalized the agreements will be submitted to the Board for approval and signature.

SUMMARY/SUPPORTING INFORMATION:

As authorized under 287.055, Florida Statutes, FPUA utilizes Continuing Contracts for Professional Engineering services. On June 16, 2020 the Board approved Staff's recommendation to negotiate Contracts with twelve Professional Engineering Services and two Design-Build firms. Staff requested that a new Request for Qualifications be conducted in order to meet the demand for additional firms for Professional Engineering and/or Design-Build services. The ability to augment staff knowledge and technical expertise with that of the consulting firms listed will help us fulfill our mission to our community.

The Request for Qualifications (RFQu) was uploaded to DemandStar on October 3, 2022 and was advertised October 7 and 12, 2022, with the opening at 10:15 AM on November 8, 2022. The RFQu was sent to 1,547 vendors. Twenty-two (22) vendors requested specifications with eight (8) responding, resulting in a 36% response rate. Of the eight (8) responding qualification statements, none were local vendors. A three-member review panel consisting of Electric & Gas Systems staff reviewed all of the submittals and recommends:

Professional Engineering Services:

- 1) CHA Consulting, Inc. of Albany, New York
- 2) Chen Moore and Associates, Inc. of Fort Lauderdale, Florida
- 3) G-A-I Consultants, Inc. of Homestead, Pennsylvania
- 4) HBK Engineering, LLC of Houston, Texas
- 5) HIS Workplace Compliance Solutions, Inc. of Grand Rapids, Michigan
- 6) Kimley-Horn and Associates, Inc. of Raleigh, North Carolina

- 7) Pond & Company Corporation of Peachtree Corners, Georgia
- 8) Southeastern Surveying and Mapping Corporation of Orlando, [Florida](#)

Design-Build Services:

None were submitted

ALTERNATIVES:

Do not approve. This option is not recommended because each project requiring outside engineering and/or design expertise will need an RFQu and selection process which will impede FPUA's ability to compete critical project designs in a timely manner.

ATTACHMENTS:

RFQu 20-10A PE ~~&and~~ DB Services BSF Memo



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

BOARD SUBMISSION FORM

Department: 74 - Gas Operations

Board Meeting Date: January 3, 2023

Item: X Regular Agenda Consent Agenda

Subject: Natural Gas Rate Stabilization Fund Update-November 2022

Recommendation:
Information only

Reviewed By Attorney: Yes X No

Funds Available From: X No Funds Needed Budgeted

Approvals:

System Director: Craig Crawford

Director of Financial Services: Barbara A. Mika

Director of Utilities: Javier Amoros

Fort Pierce Utilities Authority



Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Craig Crawford, Director of Electric & Gas Systems
From:	Fred Gaddis, Gas Ops Superintendent
Date:	January 3, 2023
Subject:	Natural Gas Rate Stabilization Fund Update-November 2022

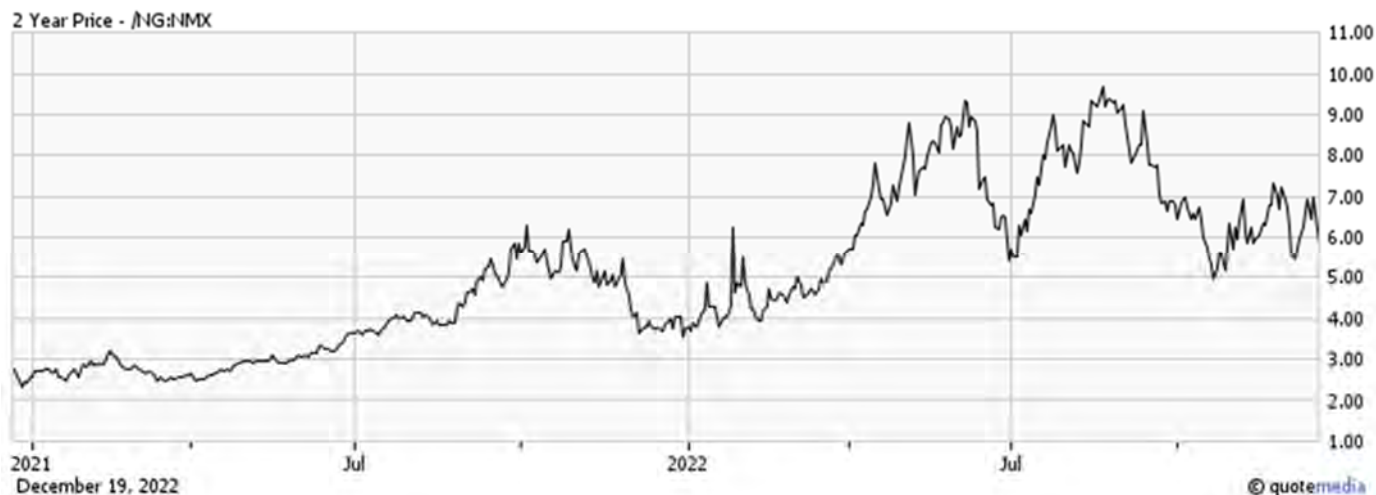
RECOMMENDATION:

Information only

SUMMARY/SUPPORTING INFORMATION:

This is the November 2022 update of the Rate Stabilization Fund (RSF). Staff has rerun the sensitivity analysis which now includes October 2022 actuals and preliminary data for November 2022. With an increase in production for the month of December long term strips are now trading from \$6.00 from March of 2023.

Pricing over the last few months has average of about \$6.50/Dth. The graph below shows the recent pricing levels:



Market indicators for the period are:

Reported Prices – Prompt-month future prices at the Henry Hub have remained relatively low, dropping to as low as \$5.47 per MMBtu on December 6, the lowest closing price since March. Prices bounced back up to around \$7.00 per MMBtu on December 13 and were trading at around \$6.90 per MMBtu on December 15. Spot prices, on the other hand, have been heavily affected by Winter Storm Diaz, with regions directly affected by the storm seeing the largest surges in spot prices. On December 12 some areas in the Pacific Northwest and California saw spot prices rise to as much as \$55 per MMBtu.

Working Gas in Underground Storage – The most recent installment of the Energy Information Administration's weekly storage report posted a net withdrawal of 21 Bcf, 73% lower than the prior week's withdrawal of 80 Bcf. The 21 Bcf withdrawal is also roughly 56% lower than the withdrawal from one year ago. As of December 2nd, working gas in storage totaled 3,462 Bcf, 1.6 percent lower than the five-year average.

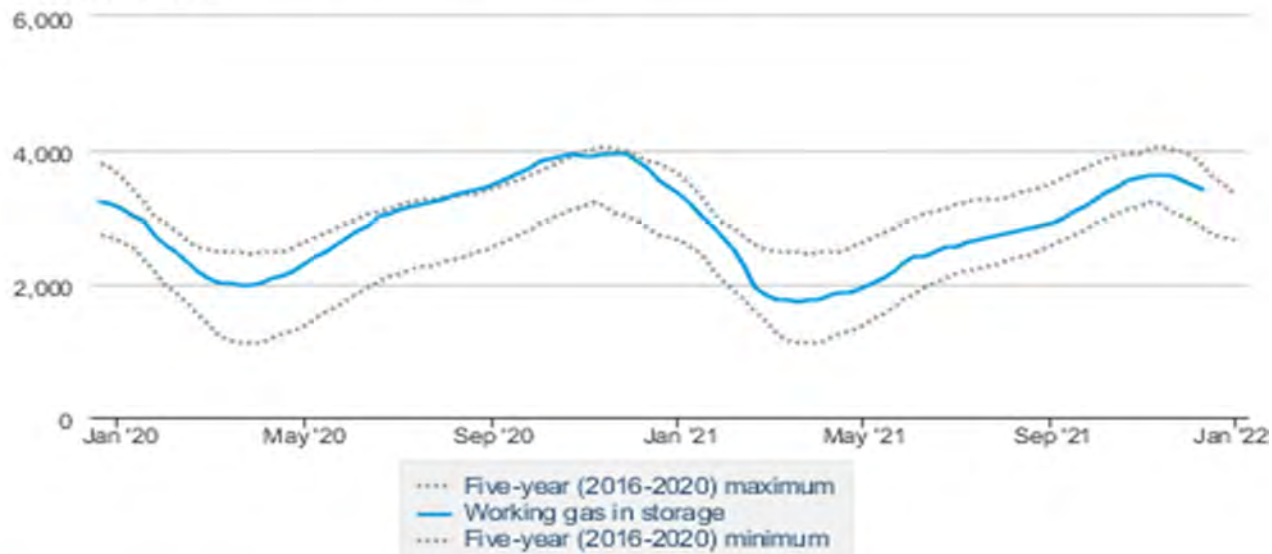
Natural Gas Production –The EIA's Drilling Productivity Report released on December 12, shows an estimated increase in production for the month of December in six of the seven reported regions. Of the seven reported regions, Appalachia is estimated to have the highest production for December at roughly 35,417 MMcf per day, followed by the Permian and Haynesville regions at 21,268 MMcf and 16,257 MMcf per day respectively. The Drilling Productivity Report estimates January 2023 production will rise in all seven of the reported regions, for an estimated cumulative increase of 535 MMcf per day. The Haynesville is expected to have the largest forecasted increase in production at 152 MMcf per day. Data from Point Logic reported in the EIA's Natural Gas Weekly Update reports a 0.6 Bcf per day decrease in production from 100.8 to 100.2 week over week. Although production is slightly down week-over-week, production is up 3.7 Bcf per day year over year for the week ending December 7.

Natural Gas Market Summary –

- The EIA estimates an increase in production for the month of December compared to previous estimates, compounding on near record levels of production as 2022 comes to an end.
- Henry Hub prompt month futures have been relatively low recently, dropping to prices not seen since March. The long-term strip is trading below \$6.00 from March of 2023 through the end of the year.
- The most recent installment of the Energy Information Administration's weekly storage report posted a net withdrawal of 21 Bcf, 73% lower than the prior week's withdrawal of 80 Bcf.

Working natural gas in underground storage

billion cubic feet

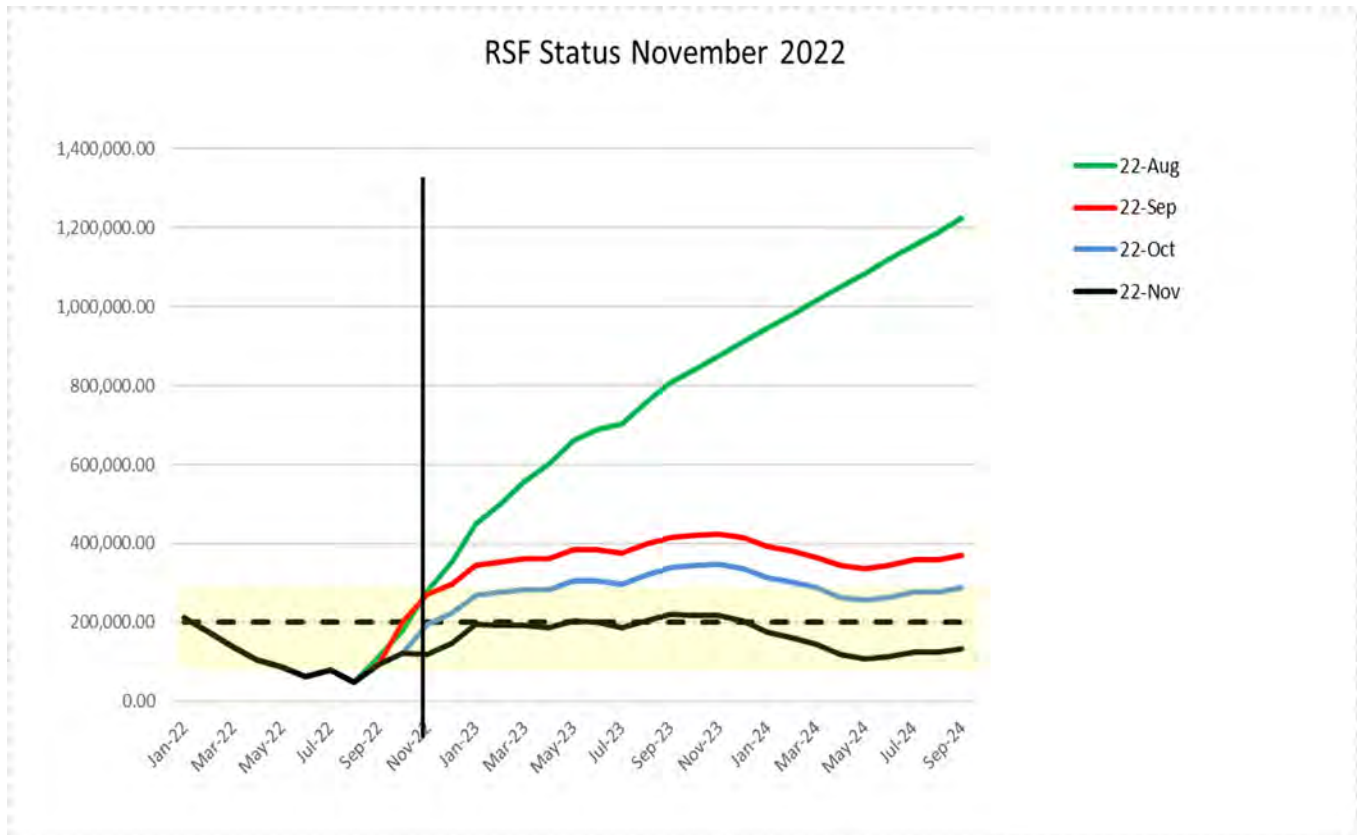


Source: U.S. Energy Information Administration Form EIA-912,
Weekly Underground Natural Gas Storage Report

The recent settle prices of our swing gas (the gas that is not pre-purchased) have been:

- July 2022-\$9.12/Dth
- August 2022-\$9.48/Dth
- September 2022-\$8.10/Dth
- October 2022-\$5.63/Dth
- November 2022-\$5.33/Dth

You will note the settle prices over the last few months averaged \$7.53, The NYMEX forecast shows the price of gas to be below \$5.00/Dth through October 2023. Based on the NYMEX forecast the sensitivity analysis produces the curves below:



The November curve reflects the decrease in the PGA which was approved by the Board on November 1, 2022 (from +\$.28/ccf to +\$.17/ccf). You will note that with high production in December, the prices of gas has decreased from \$7.00 range down to the \$5.00 range. The RSF is now in the operating range and projected to level throughout 2023.

This was for information only.

ALTERNATIVES:

Information only

ATTACHMENTS:

None

Fort Pierce Utilities Authority

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



Board Submission Form

12/19/2022

Department: 93 - FPUAnet Communications

Board Meeting Date: 01/03/2023

Item Type: Regular, Contract Agreement

Subject: Amended Memorandum of understanding for the Lincoln Park SMART Neighborhood Initiative

Recommendation:

Approve Amended Memorandum of Understanding (MOU) between Allegany Franciscan Ministries, Inc. (AFM), of Palm Harbor, Florida, the City of Fort Pierce, St. Lucie County and FPUA for the Smart Neighborhood Initiative to provide high speed connectivity in the Lincoln Park community of Fort Pierce. FPUA's contribution to this project is not expected to exceed \$600,000, or 48% of the total \$1,250,000. The effective date of this MOU will be the date of final approval by all parties and is anticipated to be completed within 24 months of the effective date.

Reviewed By Attorney: No

Funds Available From: X No Funds Needed X Budgeted Contingency

Approvals:

System Director: RETFERFORD, DANIEL PAUL Dec 13 2022 4:12PM

Director of Finance: MIKA, BARBARA A. Dec 19 2022 1:26PM

Director of Utilities: CISNEROS, JAVIER Dec 19 2022 2:22PM



Memorandum

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

THROUGH: Daniel Paul Retherford, Director of Utility Support Services

FROM: Jason M. Mittler, Fpuanet Communications Manager

DATE: December 19, 2022

SUBJECT: **Amended Memorandum of understanding for the Lincoln Park SMART Neighborhood Initiative**

PRESENTER(S): Jason Mittler

RECOMMENDATION:

Approve Amended Memorandum of Understanding (MOU) between Allegany Franciscan Ministries, Inc. (AFM), of Palm Harbor, Florida, the City of Fort Pierce, St. Lucie County and FPUA for the Smart Neighborhood Initiative to provide high speed connectivity in the Lincoln Park community of Fort Pierce. FPUA's contribution to this project is not expected to exceed \$600,000, or 48% of the total \$1,250,000. The effective date of this MOU will be the date of final approval by all parties and is anticipated to be completed within 24 months of the effective date.

SUMMARY/SUPPORTING INFORMATION

FPUA, AFM, the City and the County intend to enter into an MOU for an initiative to create a Smart Neighborhood in the Lincoln Park community in Fort Pierce, and provide affordable business and residential internet access. The project will be a phased development over three years with a total project cost of \$1,250,000. Completion of the Lincoln Park Initiative will be the first step in creating a Smart Neighborhood/Smart Community and evolving the City of Fort Pierce into a Smart City. The project scope includes the installation of fiber to every parcel to the area bordered by Avenue D to the north, Orange Avenue to the south, 7th Street to the east, and 14th Street to the west. Additionally free public Wi-Fi will be installed at five locations Means Court Center, SLC Transit Facility, Plaza on Ave D & 13th Street, N 10th Street & Ave C Park, Lincoln Park Community Center. The Smart Neighborhood Initiative is intended as a two year project and the MOU identifies the project phases and funding to be provided by the parties to support the project.

ALTERNATIVES (IF ANY):

Do not approve the Amended MOU and not move forward with the Smart Neighborhood Initiative in Lincoln Park.

ATTACHMENTS:

Original MOU Fully Executed 8-13-19

Revised Lincoln Park MOU Signed by SLC & AFM (ATTORNEY WILL SIGN ORIGINAL AT MEETING)

**MEMORANDUM OF UNDERSTANDING
SMART NEIGHBORHOOD INITIATIVE**

C19-08-663

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the County), **CITY OF FORT PIERCE**, a Florida Municipal Corporation (the City), **FORT PIERCE UTILITIES AUTHORITY**, a municipal authority created by the Charter of the City of Fort Pierce, FL (FPUA), and **ALLEGANY FRANCISCAN MINISTRIES, INC.**, a Florida Not For Profit Corporation (AFMFL).

WHEREAS, the parties seek to create a Smart Neighborhood Initiative to promote revitalization for long-term business growth and job creation by providing high speed communication connectivity to enhance the quality of life in our community; and

WHEREAS, AFMFL through its Common Good Initiative is working with the community residents and stakeholders of Lincoln Park and Fort Pierce to develop strategies that support quality jobs and livable wages, safe and healthy neighborhoods and build community capacity and make investments that lead to positive outcomes for the people and businesses in the neighborhood; and

WHEREAS, Smart Cities are connected urban environments that support the use of wireless devices and networks to collect real-time data, automate services, improve response times, and measure performance in an effort to promote more efficient governance, maintain sustainable, innovative, and thriving communities; and

WHEREAS, in recognition of society's evolution towards a digital, connected, and increasingly urbanized society, communities like the City are embracing the "Smart City" concept as a means to apply technology and data analytics to identify and tackle urban issues; and

WHEREAS, the implementation of such Smart City technologies and services will create a "Smart Neighborhood" and provide long-term residential and business internet access which will enhance the quality of life and desire to live and work in the City; and

WHEREAS, FPUA currently offers such communication services and technologies through FPUAnet that can help achieve these goals; and

WHEREAS, the availability of internet connectivity is one of the most important utilities to business tenants, and the Smart Neighborhood Initiative will empower landlords to promote their buildings' internet connectivity and infrastructure to tenants and prospective tenants, and FPUA can provide connectivity help ensure any new and existing business venture or re-development is tech-forward and ready for the next generation of business tenants.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROJECT SCOPE AND WIRELESS SERVICES**

The parties agree to work together on the Smart Neighborhood Initiative as the first step in creating a Smart Community and evolving the City of Fort Pierce into a Smart City. The Smart Neighborhood Initiative will provide a high speed fiber optic loop (the "Fiber Loop") and wireless connectivity to the "Project Area," which is bordered by Avenue D to the north, Orange Avenue to the south, 7th Street to the east, and 25th Street to the west, as outlined in "Exhibit A."

2. **PROJECT TIMELINE**

This Smart Neighborhood Initiative is anticipated to be a three-year project commitment that will be accomplished in three phases.

Phase 1 - Fiber Loop Installation

- Completion of an engineering design study and review (Engineering Study).
- Installation of the Fiber Loop infrastructure for the Project Area.
- The target for completion of Phase 1 is within 18 months of the Effective Date.

Phase 2 - Business Corridor Wireless

- Installation of wireless connectivity infrastructure in the business corridor around the perimeter of the Project Area.
- The target for completion of Phase 2 is within 24 months of the Effective Date.
- Following completion of Phase 2, FPUA agrees to provide Business Wireless internet access at low or no cost within the coverage area. FPUA may in its sole discretion set Business Wireless rates that are at or below the market rate for such services in the local area.

Phase 3 - Residential Wireless

- Installation of wireless connectivity infrastructure for residential service within the remainder of the Project Area.
- The target for completion of Phase 3 is within 36 months of the Effective Date.
- Following completion of Phase 3, FPUA agrees to provide Residential Wireless internet access at low or no cost within the coverage area. FPUA may in its sole discretion set Residential Wireless rates that are at or below the market rate for such services in the local area.

3. **PROJECT ADMINISTRATION AND OWNERSHIP**

FPUA will be the administrator for the Smart Neighborhood Initiative, and shall have the authority to initiate and carryout the tasks necessary to complete the project in a timely and efficient manner without the need for further approval by the parties or a party. The forgoing notwithstanding, nothing in this MOU shall prevent or restrict the City or County from carrying out their respective duties and regulatory responsibilities as required by law or ordinance, and FPUA shall be responsible for obtaining the necessary permits, approvals

and acceptance from applicable local, state and federal governmental authorities with jurisdiction over Project Area. As administrator of the project, FPUA will coordinate all aspects of the project including the system design, development, installation and deployment of the infrastructure and equipment, coordination of funding expenditures, and the operational rollout of the system(s). FPUA shall have the authority to award contracts for the design, construction, permitting and installation of the infrastructure and system(s). FPUA shall invoice the parties to this MOU for payment or reimbursement according to the project funding obligations and milestones outlined in this MOU, and the parties agree to pay such invoices within forty-five (45) days of the receipt of the invoice. Any funds paid by the parties and received by FPUA shall be used exclusively for the Smart Neighborhood Initiative, and in the event this MOU is terminated as described herein prior to completion of Phase 3, or if the project otherwise fails to be completed for any reason, FPUA shall refund the remaining funds to the parties pro-rata based on the parties' actual payment contributions, less FPUA's reasonable administrative costs directly related to the project. At all times, during construction and after the project is complete FPUA shall retain sole ownership of the infrastructure and related systems that are the subject of this MOU, and shall be responsible for the operations and maintenance of such systems.

4. **PROJECT FUNDING SOURCES AND MILESTONES**

Phase 1 - Fiber Loop Installation:	\$ 600,000
Phase 2 - Business Corridor Wi-Fi:	\$ 300,000
Phase 3 - Residential Area Wi-Fi:	\$ 300,000
Bandwidth Requirements:	\$ 50,000
Total Project Cost:	\$1,250,000

- **FPUA \$600,000** (48% of total)
 - 2019 \$50,000 Start of Phase 1 - Engineering Study
 - 2020 \$200,000 Phase 1 - Fiber Loop Installation
 - 2021 \$200,000 Start of Phase 2 – Business Corridor Wi-Fi
 - 2022 \$150,000 Start of Phase 3 – Residential Wi-Fi
- **AFMFL \$400,000** (32% of total)
 - 2019 \$200,000 Upon completion of the Engineering Study
 - 2020 \$200,000 Start of Phase 2 – Business Corridor Wi-Fi
- **City \$200,000** (16% of total)
 - 2019 \$200,000 Upon completion of the Engineering Study
- **County \$50,000** (4% of total)
 - 2019: \$50,000 Upon completion of the Engineering Study or October 1, 2019, whichever is later

5. **TERM**

The parties agree that this MOU shall become effective, and their obligations for funding and otherwise as described herein shall begin, on the date of final approval and execution of this MOU by all parties (the Effective Date). This MOU shall remain in effect through the completion of Phase 3 which is anticipated to be completed within thirty-six (36) months from the Effective Date. This agreement may be terminated (i) by mutual agreement of all parties, (ii) by any party following the completion of the Engineering Study if the Total Project Cost is estimated to exceed the amount in Section 4 above, unless one or more of the parties agree to increase their funding obligation to meet the additional cost, or (iii) by any party if the project fails to go forward within twenty-four (24) months following the Effective Date. For the purposes of this paragraph "go forward" shall be defined as any of the following: (i) the issuance of any permit required for the project, (ii) the start of Fiber Loop installation, or (iii) the expenditure by FPUA of more than \$50,000 towards the project.

6. **ENTIRE AGREEMENT**

This MOU and the attachments hereto represents the entire understanding and agreement between the parties with respect to the subject matter, and supersedes any prior discussions, negotiations, understandings, and representations, whether oral or written, made by the parties. The provisions of this MOU may not be amended, altered or changed except in a writing signed by the parties.

7. **ASSIGNMENT**

Except as described herein, no party may assign their rights or obligations under this MOU without the written consent of the other parties which shall not be unreasonably withheld. Any attempted assignment without the prior written consent of all parties shall be ineffective and shall have no force or effect.

8. **FURTHER ASSURANCES; FORCE MAJEURE**

The parties hereby agree from time to time to execute and deliver such further and other transfers, assignment and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this MOU. No party shall be held responsible for any delay or failure in performance under this MOU to the extent that such delay is caused by events or circumstances beyond the party's reasonable control.

9. **BINDING EFFECT; NO THIRD PARTY RIGHTS**

This MOU shall be binding upon, and inure to the benefit of, and be enforceable by and against the parties and their respective legal representatives, successors and permitted assigns. Nothing in this agreement is intended to affect, create or provide any right, interest or benefit to any person or entity that is not a party hereto, and nothing in this agreement shall be construed to create any third-party rights or benefits.

10. **NOTICES**

All notices, requests, consents and other communications required or permitted under this MOU shall be in writing and delivered via hand delivery, sent by messenger or common courier service, sent by email, or by U.S. mail (postage paid), with proof of delivery confirmation, addressed to:

TO ST. LUCIE COUNTY

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

WITH A COPY TO:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

TO THE CITY OF FORT PIERCE

City of Fort Pierce City Manager
100 North U.S. Highway One
Fort Pierce, FL 34950

WITH A COPY TO:

City Attorney
100 North U.S. Highway One
Fort Pierce, FL 34950

TO FORT PIERCE UTILITIES AUTHORITY

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

WITH A COPY TO:

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

TO ALLEGANY FRANCISCAN MINISTRIES

Allegany Franciscan Ministries- PB Region
301 Clematis St. #3000
West Palm Beach, FL 33401

WITH A COPY TO:

Allegany Franciscan Ministries-Central
33920 U.S. Highway 19 North, Ste.269
Palm Harbor, FL 34684

or to such other address as the party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered on the date the party received the notice as shown by the proof of delivery. Whenever any party hereto is required to give its approval or disapproval to any matter contained herein, such approval or disapproval shall be given within twenty (20) calendar days from receipt of written requests for approval or approval shall be deemed to be granted by that party.

11. **HEADINGS**

The headings contained in this MOU are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of its terms.

12. **INTERPRETATION; WAIVER**

If any provision of this MOU is found to be illegal, void or unenforceable, the remaining provisions shall remain in force and shall be interpreted to give full effect to the parties' intent. Any failure or delay by a party to exercise any right, remedy, power or privilege under this MOU shall not operate as a waiver thereof, nor shall it be construed as a waiver

of any continuing or succeeding breach, or of any other right, remedy, power or privilege. Any waiver must be in writing signed by a person authorized to bind the party.

13. **INDEPENDENT CONTRACTORS**

The parties agree that they are independent entities and that no party shall be deemed to be an agent, member, employee, partner, joint venturer or legal representative of any other party. Except as expressly provided herein, no party shall have the authority to assume or create any obligation or commitment on behalf of any other party whatsoever. To the extent that any party is performing services hereunder, such services shall be considered to be that of an independent contractor and that party shall have sole independent control, supervision and responsibility over its employees, agents, subcontractors or legal representatives.

14. **GOVERNING LAW; VENUE**

This MOU and all transactions contemplated herein shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to any conflict of law principles. Venue for any action related to this MOU shall be in the State and Federal Courts in Fort Pierce, Florida.

15. **PUBLIC RECORDS, CHAPTER 119, FLORIDA STATUTES**

To the extent Florida Public Records Law, Chapter 119, Florida Statutes, applies to this agreement each party shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this agreement. Specifically, each party shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the party in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the a public entity would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the other parties for all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically provided to the other parties in a format that is compatible with the information technology systems of the other parties.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE FOLLOWING PUBLIC RECORDS CUSTODIANS:

ST. LUCIE COUNTY

**SUSAN BELLAMY
COUNTY ATTORNEY'S OFFICE
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982
(772) 462-1441
BELLAMYS@STLUCIECO.ORG**

THE CITY OF FORT PIERCE

**LINDA W. COX
FORT PIERCE CITY CLERK
100 N US HIGHWAY 1
3RD FLOOR, SUITE 301
FORT PIERCE, FL 34950
(772) 467-3065
LCOX@CITY-FTPIERCE.COM**

FORT PIERCE UTILITIES AUTHORITY

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

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below:

ATTEST:

Betty J.
Deputy Clerk



ATTEST:

Andrew Cox
City Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: Linda Bartz
Chairman

DATE: 8/13/19

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
County Attorney

CITY OF FORT PIERCE

BY: Linda Hudson
Mayor

DATE: 6/17/2019

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
City Attorney

[additional signatures on the following page]

ATTEST:

Dan M. DeLeo
Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: Harry D. Massey
Chairman

DATE: 7/2/19

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
Fort Pierce Utilities Authority Attorney

ALLEGANY FRANCISCAN MINISTRIES, INC.

BY: [Signature]
President, CEO

DATE: 06/26/2019

STATE OF: Florida

COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me this 26 day of June, 2019, by

Eileen S. Coogan, President, of Allegany Franciscan Ministries, 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.

Carla R. Batts
Notary Public
My commission expires: 04/15/2023

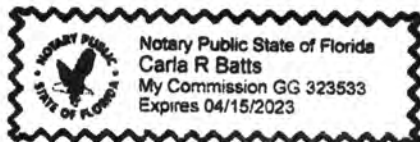
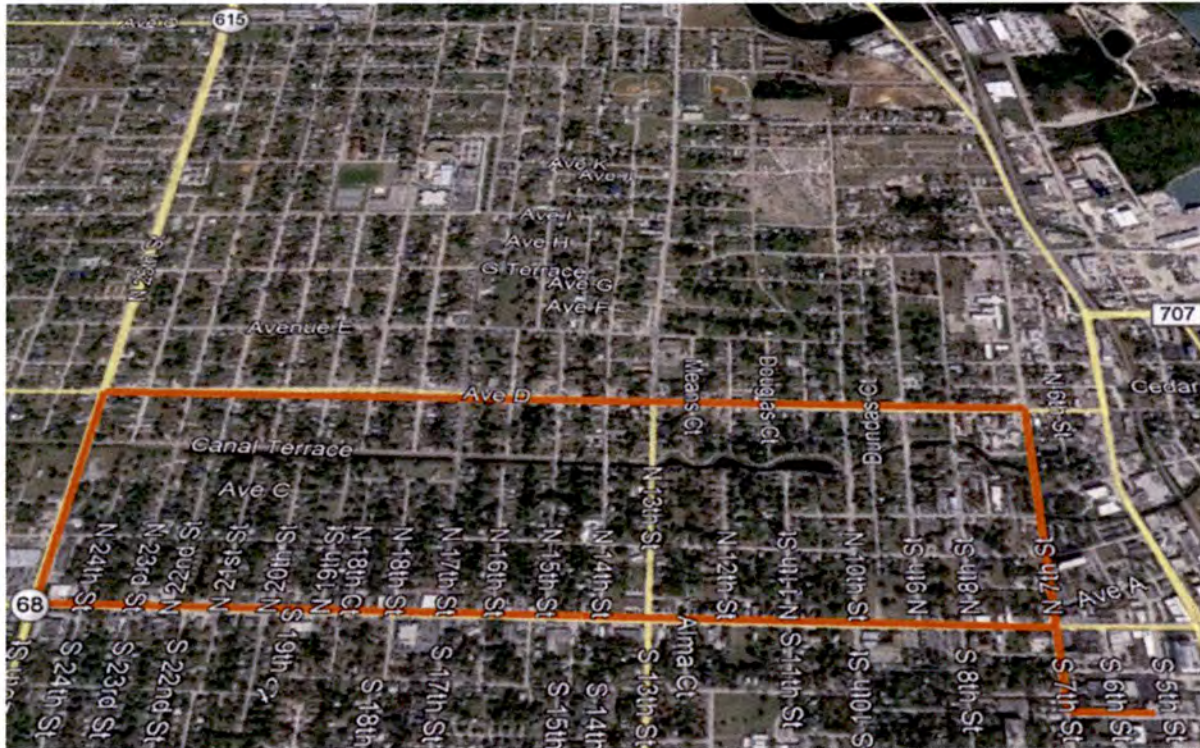


Exhibit A

The Project Area is bordered by Avenue D to the north, Orange Avenue to the south, 7th Street to the east, and 25th Street to the west as shown in orange on the map below:



AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
SMART NEIGHBORHOOD INITIATIVE

C19-08-663

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (MOU), effective as of 10/18, 2022, is by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the County), **CITY OF FORT PIERCE**, a Florida Municipal Corporation (the City), **FORT PIERCE UTILITIES AUTHORITY**, a municipal authority created by the Charter of the City of Fort Pierce, FL (FPUA), and **ALLEGANY FRANCISCAN MINISTRIES, INC.**, a Florida Not For Profit Corporation (AFMFL).

WHEREAS, the parties seek to create a Smart Neighborhood Initiative to promote revitalization for long-term business growth and job creation by providing high speed communication connectivity to enhance the quality of life in our community; and

WHEREAS, AFMFL through its Common Good Initiative is working with the community residents and stakeholders of Lincoln Park and Fort Pierce to develop strategies that support quality jobs and livable wages, safe and healthy neighborhoods and build community capacity and make investments that lead to positive outcomes for the people and businesses in the neighborhood; and

WHEREAS, Smart Cities are connected urban environments that support the use of wireless devices and networks to collect real-time data, automate services, improve response times, and measure performance in an effort to promote more efficient governance, maintain sustainable, innovative, and thriving communities; and

WHEREAS, in recognition of society's evolution towards a digital, connected, and increasingly urbanized society, communities like the City are embracing the "Smart City" concept as a means to apply technology and data analytics to identify and tackle urban issues; and

WHEREAS, the implementation of such Smart City technologies and services will create a "Smart Neighborhood" and provide long-term residential and business internet access which will enhance the quality of life and desire to live and work in the City; and

WHEREAS, FPUA currently offers such communication services and technologies through FPUAnet that can help achieve these goals; and

WHEREAS, the availability of internet connectivity is one of the most important utilities to business tenants, and the Smart Neighborhood Initiative will empower landlords to promote their buildings' internet connectivity and infrastructure to tenants and prospective tenants, and FPUA can provide connectivity to help ensure any new and existing business venture or re-development is tech-forward and ready for the next generation of business tenants; and

WHEREAS, the parties having entered into a Memorandum of Understanding for the Smart Neighborhood Initiative, effective August 13, 2019 ("Original MOU"), now wish to amend the terms of that agreement through this Amended and Restated Memorandum of Understanding, which upon final execution by the parties shall rescind and replace the original agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and are incorporated into this MOU as if fully set forth herein.

2. **PROJECT SCOPE AND WIRELESS SERVICES**

The parties agree to work together on the Smart Neighborhood Initiative as the first step in evolving the City of Fort Pierce into a Smart City. The Smart Neighborhood Initiative will provide affordable high speed business and residential internet access, and free public Wi-Fi, within the "Project Area," which is bordered by Avenue D to the north, Orange Avenue to the south, 7th Street to the east, and 14th Street to the west, as outlined in "Exhibit A."

3. **PROJECT TIMELINE**

This Smart Neighborhood Initiative is anticipated to be a two-year project commitment to be completed in the following phases, some of which were already completed under the Original MOU.

Phase 1 - Fiber Infrastructure Design - Complete

- Completed engineering and construction drawings
- Completed January 31st, 2022

Phase 2 - Fiber Infrastructure Installation

- Installation of the fiber infrastructure for the Project Area.
- Target for completion of Phase 2 is July 31st, 2023

Phase 3 - Free Public Wi-Fi - Complete

- Locations outlined in "Exhibit B"
- Completed February 11th, 2022

Phase 3a – Means Court Installation - Complete

- Installation of Wi-Fi at Means Court
- Completed April 7th, 2022

Phase 3b - Plaza Installation - Complete

- Installation of Wi-Fi at Plaza

- Completed May 31st, 2022

Phase 3c - SLC Transit Facility Installation - Complete

- Installation of Fiber and Wi-Fi at Transit Facility
- Completed June 30th, 2022

Phase 3d - SLC Community Center Installation

- Installation of Fiber and Wi-Fi at Community Center
- Target for completion of Phase 3d is August 31st, 2022

Phase 3e - Moore's Creek Linear Park Installation

- Installation of Fiber and Wi-Fi at Moore's Creek Linear Park
- Target for completion of Phase 3e is August 31st, 2023

Phase 4 – Fiber Internet (FTTP) Service Installs

- Fiber to the home or business installations
- Target Start Date August 1st, 2023

4. **PROJECT ADMINISTRATION AND OWNERSHIP**

FPUA will be the administrator for the Smart Neighborhood Initiative, and shall have the authority to initiate and carryout the tasks necessary to complete the project in a timely and efficient manner without the need for further approval by the parties or a party. The forgoing notwithstanding, nothing in this MOU shall prevent or restrict the City or County from carrying out their respective duties and regulatory responsibilities as required by law or ordinance, and FPUA shall be responsible for obtaining the necessary permits, approvals and acceptance from applicable local, state and federal governmental authorities with jurisdiction over Project Area.

As administrator of the project, FPUA will coordinate all aspects of the project including the system design, development, installation and deployment of the infrastructure and equipment, coordination of funding expenditures, and the operational rollout of the system(s). FPUA shall have the authority to award contracts for the design, construction, permitting and installation of the infrastructure and system(s). Notwithstanding, FPUA shall at all times remain responsible for the tasks assigned to it as administrator under this agreement. Neither the City, the County or AFMFL will incur any additional costs under this agreement. Where applicable, the City, the County and AFMFL shall have the right to assert and enforce the provisions of any contract awarded directly on its own behalf as a third-party beneficiary.

FPUA shall invoice the parties to this MOU for payment or reimbursement according to the project funding obligations and milestones outlined in this MOU, and the parties agree to pay such invoices within forty-five (45) days of the receipt of the invoice. Any funds paid

by the parties and received by FPUA shall be used exclusively for the Smart Neighborhood Initiative, and in the event this MOU is terminated as described herein, or if the project otherwise fails to be completed for any reason, FPUA shall refund the remaining funds to the parties pro-rata based on the parties' actual payment contributions, less FPUA's reasonable administrative costs directly related to the project. At all times, during construction and after the project is complete, FPUA shall retain sole ownership of the infrastructure and related systems that are the subject of this MOU, and shall be responsible for the operations and maintenance of such systems.

5. PROJECT FUNDING COMMITMENTS AND MILESTONES

Project Cost

Phase 1 - Fiber Design:	\$ 55,000
Phase 2 - Fiber Installation:	\$ 650,000
Phase 3 - Free Public Wi-Fi:	\$ 200,000
Phase 4 - FTTP Service Installs:	\$ 295,000
Bandwidth Requirements:	<u>\$ 50,000</u>
Total Project Cost:	\$1,250,000

Funding Commitments

• FPUA	\$600,000	(48% of Project Cost)
2022	\$600,000	Due Upon Execution of Revised MOU
• AFMFL	\$400,000	(32% of Project Cost)
2022	\$400,000	Due Upon Execution of Revised MOU
• City	\$200,000	(16% of Project Cost)
2022	\$200,000	Due Upon Execution of Revised MOU
• County	\$50,000	(4% of Project Cost)
2022	\$50,000	Due Upon Execution of Revised MOU

6. TERM

The Parties agree that this revised MOU shall become effective, and their obligations for funding or otherwise as described herein shall begin, on the date of approval and execution of this revised MOU by all parties hereto. The Effective Date. This MOU shall remain in effect through the completion of Phase 4 which is anticipated to be completed within twenty-four (24) months from the Effective Date. This agreement may be terminated by (i) mutual agreement of all parties; or (ii) by any party upon failure to complete the project within 36 months following the Effective Date.

7. ENTIRE AGREEMENT

This MOU and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter, and supersedes any prior discussions, negotiations, understandings, and representations, whether oral or written,

made by the parties. The provisions of this MOU may not be amended, altered or changed except in a writing signed by the parties.

8. **ASSIGNMENT**

Except as described herein, no party may assign their rights or obligations under this MOU without the written consent of the other parties which shall not be unreasonably withheld. Any attempted assignment without the prior written consent of all parties shall be ineffective and shall have no force or effect.

9. **FURTHER ASSURANCES; FORCE MAJEURE**

The parties hereby agree from time to time to execute and deliver such further and other transfers, assignment and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this MOU. No party shall be held responsible for any delay or failure in performance under this MOU to the extent that such delay is caused by events or circumstances beyond the party's reasonable control.

10. **BINDING EFFECT; NO THIRD PARTY RIGHTS**

This MOU shall be binding upon, and inure to the benefit of, and be enforceable by and against the parties and their respective legal representatives, successors and permitted assigns. Nothing in this agreement is intended to affect, create or provide any right, interest or benefit to any person or entity that is not a party hereto, and nothing in this agreement shall be construed to create any third-party rights or benefits.

11. **NOTICES**

All notices, requests, consents and other communications required or permitted under this MOU shall be in writing and delivered via hand delivery, sent by messenger or common courier service, sent by email, or by U.S. mail (postage paid), with proof of delivery confirmation, addressed to:

TO ST. LUCIE COUNTY

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

WITH A COPY TO:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

TO THE CITY OF FORT PIERCE

City of Fort Pierce City Manager
100 North U.S. Highway One
Fort Pierce, FL 34950

WITH A COPY TO:

City Attorney
100 North U.S. Highway One
Fort Pierce, FL 34950

TO FORT PIERCE UTILITIES AUTHORITY

Fort Pierce Utilities Authority Director

WITH A COPY TO:

Fort Pierce Utilities Authority Attorney

206 South 6th Street
Fort Pierce, FL 34950

206 South 6th Street
Fort Pierce, FL 34950

TO ALLEGANY FRANCISCAN MINISTRIES
Allegany Franciscan Ministries- PB Region
301 Clematis St. #3000
West Palm Beach, FL 33401

WITH A COPY TO:
Allegany Franciscan Ministries-Central
33920 U.S. Highway 19 North, Ste.269
Palm Harbor, FL 34684

or to such other address as the party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered on the date the party received the notice as shown by the proof of delivery. Whenever any party hereto is required to give its approval or disapproval to any matter contained herein, such approval or disapproval shall be given within twenty (20) calendar days from receipt of written requests for approval or approval shall be deemed to be granted by that party.

12. **HEADINGS**

The headings contained in this MOU are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of its terms.

13. **INTERPRETATION; WAIVER**

If any provision of this MOU is found to be illegal, void or unenforceable, the remaining provisions shall remain in force and shall be interpreted to give full effect to the parties' intent. Any failure or delay by a party to exercise any right, remedy, power or privilege under this MOU shall not operate as a waiver thereof, nor shall it be construed as a waiver of any continuing or succeeding breach, or of any other right, remedy, power or privilege. Any waiver must be in writing signed by a person authorized to bind the party.

14. **INDEPENDENT CONTRACTORS**

The parties agree that they are independent entities and that no party shall be deemed to be an agent, member, employee, partner, joint venturer or legal representative of any other party. Except as expressly provided herein, no party shall have the authority to assume or create any obligation or commitment on behalf of any other party whatsoever. To the extent that any party is performing services hereunder, such services shall be considered to be that of an independent contractor and that party shall have sole independent control, supervision and responsibility over its employees, agents, subcontractors or legal representatives.

15. **GOVERNING LAW; VENUE**

This MOU and all transactions contemplated herein shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to any conflict of law principles. Venue for any action related to this MOU shall be in the State and Federal Courts in Fort Pierce, Florida.

15. **PUBLIC RECORDS, CHAPTER 119, FLORIDA STATUTES**

To the extent Florida Public Records Law, Chapter 119, Florida Statutes, applies to this agreement each party shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this agreement. Specifically, each party shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the party in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the a public entity would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the other parties for all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically provided to the other parties in a format that is compatible with the information technology systems of the other parties.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE FOLLOWING PUBLIC RECORDS CUSTODIANS:

ST. LUCIE COUNTY

SUSAN BELLAMY
COUNTY ATTORNEY'S OFFICE
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982
(772) 462-1441
BELLAMYS@STLUCIECO.ORG

THE CITY OF FORT PIERCE

LINDA W. COX
FORT PIERCE CITY CLERK
100 N US HIGHWAY 1
3RD FLOOR, SUITE 301
FORT PIERCE, FL 34950
(772) 467-3065
LCOX@CITY-FTPIERCE.COM

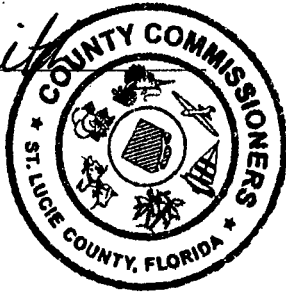
FORT PIERCE UTILITIES AUTHORITY
FPUA CUSTODIAN OF PUBLIC RECORDS
PO BOX 3191
FORT PIERCE, FL 34948
(772) 466-1600
PUBLICRECORDS@FPUA.COM

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below:

ATTEST:

Kira Smith
Deputy Clerk



**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: [Signature]
Chairman

DATE: 10/18/28

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
County Attorney

ATTEST:

City Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
City Attorney

[additional signatures on the following page]

ATTEST:

Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

ALLEGANY FRANCISCAN MINISTRIES, INC.

BY: _____
President, CEO

DATE: 12/2/2022

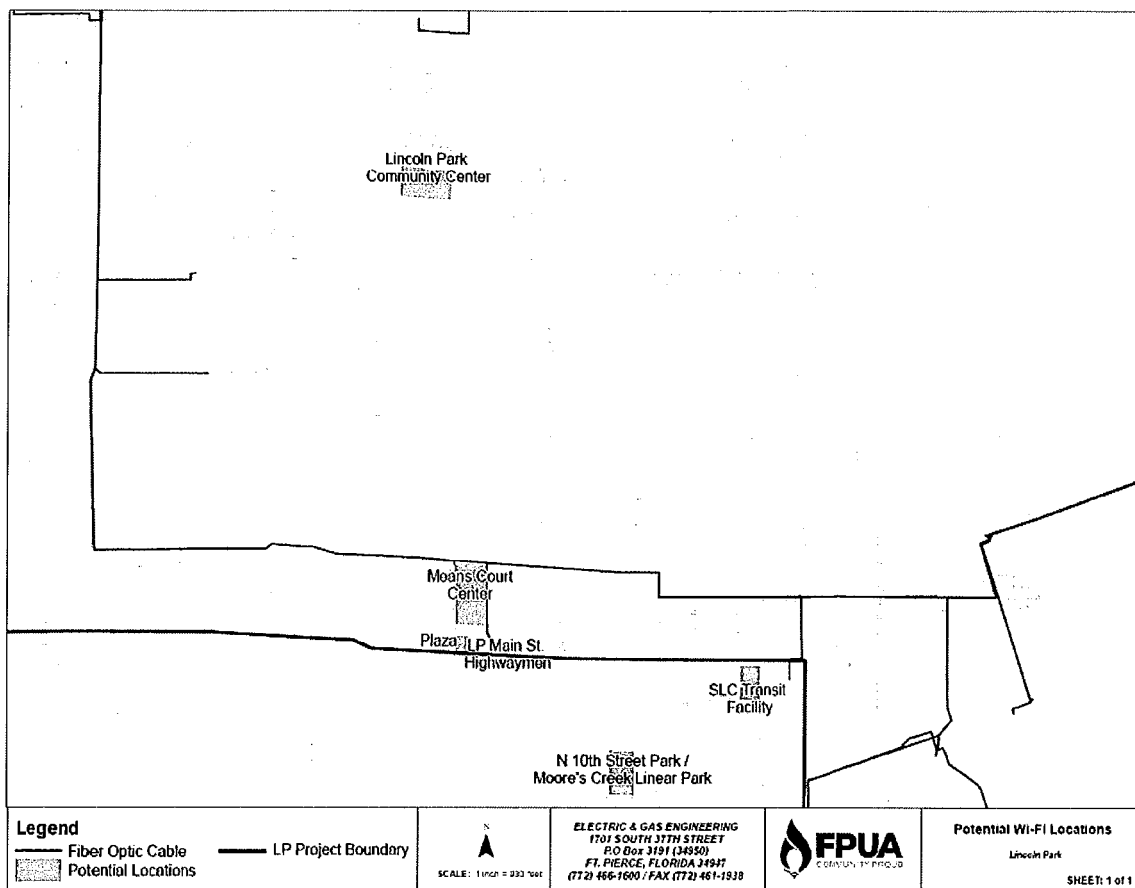
Exhibit A

The Project Area is bordered by Avenue D to the north, Orange Avenue to the south, 7th Street to the east, and 14th Street to the west as shown in orange on the map below.



Exhibit B

The following map shows the five agreed-upon locations for installation of Public Wi-Fi.



Fort Pierce Utilities Authority

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



Board Submission Form

12/27/2022

Department: 22 - Materials Management

Board Meeting Date: 01/03/2023

Item Type: Regular Agenda

Subject: Water Meters & Registers for Final Phase Order for AMI

Recommendation:

POA 15-11: Approve the single source purchase of Neptune Meters and Registers from Sunstate Meter & Supply, Inc. (Sunstate) of Newberry, Florida, in an amount not to exceed \$1,028,576.72, for the Final Phase for the Advanced Metering Infrastructure (AMI) Project.

Reviewed By Attorney:

Funds Available From: No Funds Needed Budgeted Contingency

Approvals:

System Director: _____

Director of Finance: MIKA, BARBARA A. Dec 21 2022 3:47PM

Director of Utilities: CISNEROS, JAVIER Dec 27 2022 10:46AM



Memorandum

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

THROUGH: Daniel Paul Retherford, Director of Utility Support Services

FROM: Eric R. Winterstein, Cfm, Facilities And Fleet Superintendent

DATE: December 27, 2022

SUBJECT: **Water Meters & Registers for Final Phase Order for AMI**

PRESENTER(S): Bo Hutchinson

RECOMMENDATION:

POA 15-11: Approve the single source purchase of Neptune Meters and Registers from Sunstate Meter & Supply, Inc. (Sunstate) of Newberry, Florida, in an amount not to exceed \$1,028,576.72, for the Final Phase for the Advanced Metering Infrastructure (AMI) Project.

SUMMARY/SUPPORTING INFORMATION

On December 3, 2019, the Board approved the purchase of water meters in an amount not to exceed \$483,000 annually over a six-year period. On November 19, 2019, the Board approved the purchase of water registers in an amount not to exceed \$310,000 annually over a six-year period. In order to complete the Final Phase of the AMI project the Water Department is requesting funding for the \$1,028,576.72. The previous Board annual funding amounts remain in force for inventory and replacement meters and registers. Due to Sunstate's price increase for 2023 it is requested that the order be placed with 2022 pricing for a total savings of \$90,729.11.

FPUA has standardized on Neptune brand water meters because of their reliability, service and warranty. As part of our Advanced Metering Infrastructure (AMI) project, these meters will replace existing meters for integration and compatibility. The AMI implementation was originally to be completed over a six-year period, but due to FPUA's new bonding, completion must be made within the next three years, therefore this

purchase is being made to have the balance of meter and register replacements of various sizes purchased for this completion. The new meters will be outfitted with the proper equipment for integration with FPUA's AMI deployment. Sunstate is the exclusive distributor for sales, service, and warranty of Neptune water products in the State of Florida.

ALTERNATIVES (IF ANY):

Do not approve, and competitively bid the water meters. This option is not recommended because of the importance for FPUA to retain consistency in the type of water meters used.

ATTACHMENTS:

Sunstate-Ferguson Price Comparison

Updated: 12/6/2022 NP

Updated: 12/20/2022 NP

Neptune Meters & Registers (Sinstate/Ferguson)												COST PER 2022 PRICING	COST PER 2023 PRICING	PRICE DIFF SAVINGS WITH 2022 PRICING
ITB NO. 15-11			2021 PRICING	2022 PRICING			2022 PRICING	2023 PRICING		2023 Increase				
Manufacturer	FPUA STOCK NO.	Description	Fort Pierce	Fort Pierce	percentage	Increase in dollars	Fort Pierce	Fort Pierce	percentage	Increase in dollars	PO 40495 ORDER Qty	Fort Pierce	Fort Pierce	Fort Pierce
Neptune	WAM3262	.75" T10	108.15	113.85	5.27%	5.70	113.85	140.55	23.45%	26.70	1,500	170,775.00	210,825.00	(40,050.00)
Neptune	WAM3263	1.00" T10	248.68	276.98	11.38%	28.30	276.98	355.10	28.20%	78.12	140	38,777.20	49,714.00	(10,936.80)
Neptune	WAM3264	1.50" T10	489.37	611.75	25.01%	122.38	611.75	695.20	13.64%	83.45	100	61,175.00	69,520.00	(8,345.00)
Neptune	WAM3265	2.00" T10 Flanged	672.22	840.28	25.00%	168.06	840.28	933.64	11.11%	93.36	50	42,014.00	46,682.00	(4,668.00)
Neptune	WAM3266	2.00" HP Turbine	580.54	774.05	33.33%	193.51	774.05	806.30	4.17%	32.25	6	4,644.30	4,837.80	(193.50)
Neptune		3.00" HP Turbine	978.71	1,304.95	33.33%	326.24	1,304.95	1,553.52	19.05%	248.57		-	-	-
Neptune		4.00" HP Turbine	1,193.82	1,591.76	33.33%	397.94	1,591.76	1,675.54	5.26%	83.78		-	-	-
Neptune		6.00" HP Turbine	2,468.42	3,085.50	25.00%	617.08	3,085.50	4,008.00	29.90%	922.50		-	-	-
Neptune	WAM3267	8.00" HP Turbine	3,567.72	4,459.65	25.00%	891.93	4,459.65	5,946.20	33.33%	1,486.55		-	-	-
Neptune	WAM3268	3.00" Tru Flo Compound	1,899.21	2,375.04	25.05%	475.83	2,375.04	2,553.80	7.53%	178.76	6	14,250.24	15,322.80	(1,072.56)
Neptune	WAM3269	4.00" Tru Flo Compound	2,417.69	3,022.11	25.00%	604.42	3,022.11	3,395.70	12.36%	373.59	3	9,066.33	10,187.10	(1,120.77)
Neptune	WAM3270	6.00" Tru Flo Compound	3,787.23	4,734.05	25.00%	946.82	4,734.05	5,145.71	8.70%	411.66	3	14,202.15	15,437.13	(1,234.98)
Neptune		4"x1" HPPIIS Fire	7,112.17	9,998.60	40.58%	2,886.43	9,998.60	10,524.84	5.26%	526.24		-	-	-
Neptune	WAM3365	6"x1 1/2" HPPIIS Fire	11,577.32	14,471.65	25.00%	2,894.33	14,471.65	15,233.32	5.26%	761.67		-	-	-
Neptune	WAM3366	8"x2" HPPIIS Fire	14,914.52	21,306.00	42.85%	6,391.48	21,306.00	22,427.37	5.26%	1,121.37		-	-	-
Neptune	WAM3367	10"x2" HPPIIS Fire	19,714.52	23,679.60	20.11%	3,965.08	23,679.60	24,925.89	5.26%	1,246.29		-	-	-
Neptune		3" Strainer	424.29	432.94	2.04%	8.65	432.94	486.45	12.36%	53.51		-	-	-
Neptune		4" Strainer	543.75	554.74	2.02%	10.99	554.74	729.92	31.58%	175.18		-	-	-
Neptune		6" Strainer	884.19	902.23	2.04%	18.04	902.23	1,270.75	40.85%	368.52		-	-	-
Neptune		8" Strainer	1,838.57	1,876.09	2.04%	37.52	1,876.09	1,974.83	5.26%	98.74		-	-	-
Neptune	Various	Any size pit register	90.00	94.75	5.28%	4.75	94.75	98.00	3.43%	3.25		-	-	-
Neptune	WAR3281	5/8" X 3/4" w/cable	90.00	94.75	5.28%	4.75	94.75	98.00	3.43%	3.25	7,000	663,250.00	686,000.00	(22,750.00)
Neptune	WAR3272	1" w/cable	90.00	94.75	5.28%	4.75	94.75	98.00	3.43%	3.25	100	9,475.00	9,800.00	(325.00)
Neptune	WAR3276	3" w/cable	90.00	94.75	5.28%	4.75	94.75	98.00	3.43%	3.25	10	947.50	980.00	(32.50)
Neptune		5/8" x 3/4" Mach 10 SA Pit	200.00	202.00	1.00%	2.00	202.00	217.20	7.52%	15.20		-	-	-
Neptune		1" Mach 10 SA Pit	266.00	271.60	2.11%	5.60	271.60	285.90	5.27%	14.30		-	-	-
Neptune		1 1/2 " Mach 10 SA Pit	613.35	681.50	11.11%	68.15	681.50	748.00	9.76%	66.50		-	-	-
Neptune		2" Mach 10 SA Pit	746.00	828.88	11.11%	82.88	828.88	900.95	8.69%	72.07		-	-	-
Neptune		3" Mach 10 SA Pit 12" LL	1,899.21	2,143.75	12.88%	244.54	2,143.75	2,464.08	14.94%	320.33		-	-	-
Neptune		3" Mach 10 SA Pit 17" LL	-	2,200.00		2,200.00	2,200.00	2,528.74	14.94%	328.74		-	-	-
Neptune		4" Mach 10 SA Pit 14" LL	2,417.69	2,933.40	21.33%	515.71	2,933.40	3,371.72	14.94%	438.32		-	-	-
Neptune		4" Mach 10 SA Pit 20" LL	-	3,013.60		3,013.60	3,013.60	3,463.90	14.94%	450.30		-	-	-
Neptune		6" Mach 10 SA Pit 18"LL	3,787.23	4,960.00	30.97%	1,172.77	4,960.00	5,767.44	16.28%	807.44		-	-	-
Neptune		6" Mach 10 SA Pit 24"LL	-	5,080.00		5,080.00	5,080.00	5,907.00	16.28%	827.00		-	-	-
TOTALS:												\$1,028,576.72	\$1,119,305.83	(90,729.11)

Fort Pierce Utilities Authority

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



Board Submission Form

12/29/2022

Department: 21 - Finance

Board Meeting Date: 01/03/2023

Item Type: Regular Agenda

Subject: CDARS Investment - For Board Information Only

Recommendation:

CDARS Investments - For Information Only

Reviewed By Attorney:

Funds Available From: X No Funds Needed Budgeted Contingency

Approvals:

System Director: MIKA, BARBARA A. Dec 28 2022 9:21AM

Director of Finance: MIKA, BARBARA A. Dec 28 2022 9:34AM

Director of Utilities: CISNEROS, JAVIER Dec 29 2022 9:26AM



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
THROUGH: Barbara A. Mika, Director of Financial Administration
FROM: Michele S. Harris, Finance Manager
DATE: December 28, 2022
SUBJECT: **CDARS Investment - For Board Information Only**
PRESENTER(S): Barbara Mika

RECOMMENDATION:

CDARS Investments - For Information Only

SUMMARY/SUPPORTING INFORMATION

Fort Pierce Utilities Authority has monies that are in excess of the daily operational needs invested in CDs at various banks. In October we had a maturity of a 12-month investment through a Certificate of Deposit Account Registry Service (CDARS) investment portfolio. A "CDARS" allows businesses to invest in Certificates of Deposit (CDs) held by many different FDIC insured banking institutions. The yield for this 12-month investment that matured in October 2022 was \$5,000.

Due to the economic conditions, interest rates have begun to rise, and a new investment portfolio was compiled for us in a ladder format, consisting of a mix of US Treasury Notes and CDs with varying maturities from 12 months to 18 months at an average rate of 4.4%. These investments were executed at the end of November and the beginning of December and will yield interest for FPUA of approximately \$200,000.

The directors met, as the Investment Advisory Committee, to hear presentations from LPL Financial and to determine our course of action. Safety, Liquidity and Yield are the core of what we look for in an investment. This decision was deemed to be safe, with a great yield and made with monies that were not immediately necessary for operations.

ALTERNATIVES (IF ANY):

Do not reinvest these excess funds and leave it in our operating account sweeping into an overnight investment at 1.15%.

ATTACHMENTS:

206 South 6th Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772-466-1600

Fort Pierce Utilities Authority

206 South 6th Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772-466-1600



MEMORANDUM

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

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

Date: December 28, 2022

Subject: **Status Report on Electric Power Cost Adjustment (PCA) for November 2022**

RECOMMENDATION:

Staff is recommending an increased adjustment to the PCA in the amount of \$8.00 per 1,000 kWh, from \$35.00 to \$43.00 per 1,000 kWh, effective February 1, 2023.

SUMMARY/SUPPORTING INFORMATION:

The cost of purchased power to FPUA is subject to unpredictable changes based upon the current market price for Natural Gas. FMPPA has made tremendous efforts to control the cost of Power to its ARP members through the infusion of reserves to offset the higher prices for Natural Gas and buying futures in Natural Gas. This item is being brought to the Board to inform them of the preliminary results for November 2022 with projections of FPUA's power costs through November 30, 2023. 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.

The PCA, for the month of November was \$19.00 per 1,000 kWh. Also approved by the Board were increases to the PCA of \$8.00 per 1,000 kWh effective December 1, 2022 and again on January 1, 2023. The review and analysis of the November forecasted rates show the average cost of purchased power fluctuating between \$98 - \$108/MWh through April 2023 and then hovering around \$89/MWh through September. The impact of FMPPA's Gas price hedging will be more noticeable after May which, in turn, may permit a lowering of the PCA by the summer months. In November, FPUA recovered \$98.52 for every \$1,000 kWh sold with the average cost purchased of \$98.15. Staff is recommending to increase the PCA by \$8.00 per 1,000 kWh to narrow the gap of our cost recovery. The projections of FPUA's power costs, exhibited in the following graphs and charts, were prepared by Raftelis Financial Consultants (Raftelis), which were, in turn, based upon the most recent forecasts prepared by Florida Municipal Power Agency (FMPPA).



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.

772.466.1600

www.fpua.com



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 November was billed to FPUA at a blended rate of \$98.15 for 1,000 kWh, a decrease of \$9.88 from the October bill. FPUA under-recovered \$88,567 from customers for the month of November bringing the cumulative balance of power costs recovered at the close of November to an under-recovery of \$199,881.

Also attached is a table of FMPA All-Requirements all-in rate projections vs. actual billings. Projections for the month of November 2022, over the prior 11 months at the 50% confidence level, were an average of 0.18% lower than the actual rate billed.

Since the October forecast, FMPA's estimate of the cost of purchased power for the upcoming 12 months has decreased by 4.1%. While giving consideration to the now more noticable impact that price hedging has made toward our forecasted costs and the likely recovery of the rate stabilization fund, an increase to the PCA is still advised. Staff is recommending that the PCA be increased by \$8.00 per 1,000 kWh effective February 1, 2023.

This power cost adjustment requires constant monitoring, staff will continue to oversee changes to the forecast each month and present an update to the Board, recommending changes only when absolutely necessary.

ALTERNATIVES:

Consider and approve a change of some other amount 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 Comparison of PCA Over (Under) Recovery through November 2023

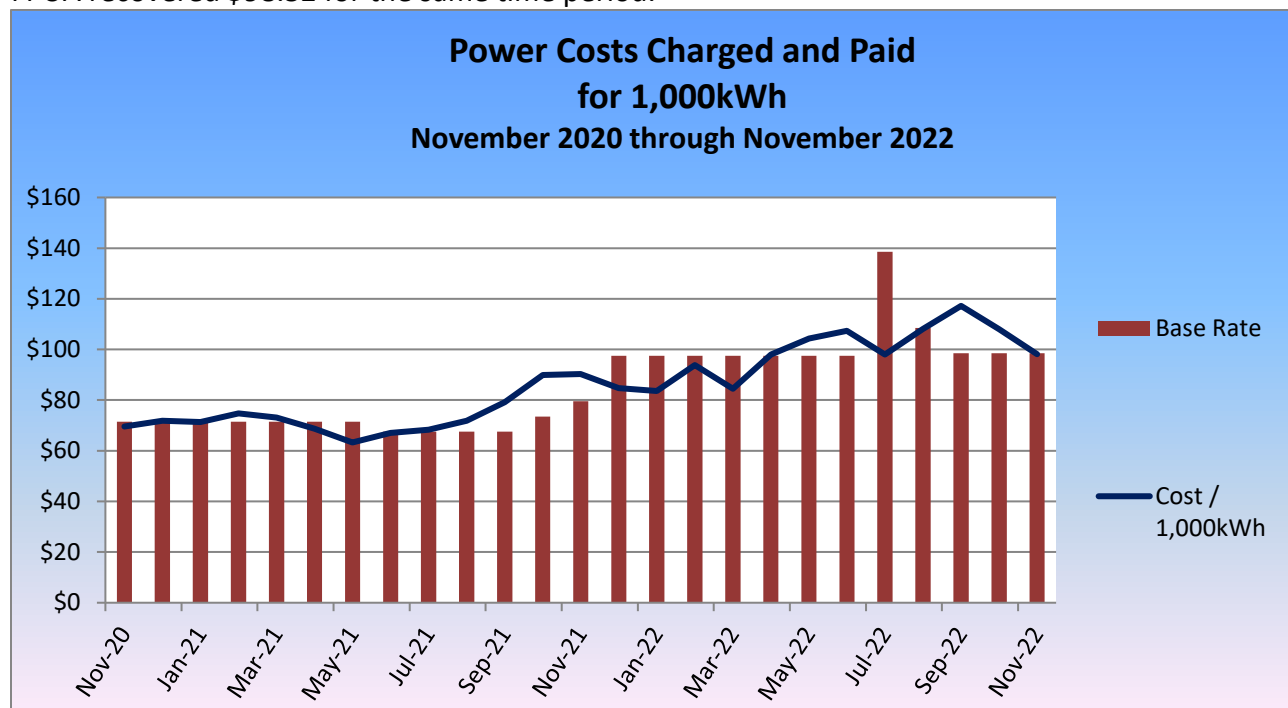
Fort Pierce Utilities Authority
Power Costs Paid and Recovered
24 Months Ended November 30, 2022

	PCA PER 1,000 KWH	POWER COST PAID PER MONTH	CUSTOMER RECOVERY PER MONTH*	MONTHLY OVER (SHORT)	CUMULATIVE OVER (SHORT)
November 2020					\$3,767,301
December 2020	-\$8.00	\$2,948,424	\$2,996,067	\$47,643	\$3,814,944
January 2021	-\$8.00	\$2,908,955	\$2,549,722	(\$359,232)	\$3,455,712
February 2021	-\$8.00	\$3,001,877	\$3,024,588	\$22,711	\$3,478,423
March 2021	-\$8.00	\$3,277,221	\$2,909,847	(\$367,374)	\$3,111,049
April 2021	-\$8.00	\$3,110,959	\$3,005,608	(\$105,351)	\$3,005,699
May 2021	-\$8.00	\$3,372,000	\$3,474,124	\$102,124	\$3,107,822
June 2021	-\$12.00	\$3,701,449	\$3,546,025	(\$155,424)	\$2,952,398
July 2021	-\$12.00	\$4,069,629	\$3,811,072	(\$258,557)	\$2,693,841
August 2021	-\$12.00	\$4,390,659	\$3,690,396	(\$700,263)	\$1,993,578
September 2021	-\$12.00	\$4,134,075	\$3,960,441	(\$173,634)	\$1,819,944
October 2021	-\$6.00	\$4,735,028	\$4,110,931	(\$624,097)	\$1,195,847
November 2021	\$0.00	\$3,566,346	\$3,562,950	(\$3,396)	\$1,192,451
December 2021	\$18.00	\$3,588,361	\$3,768,646	\$180,285	\$1,372,736
January 2022	\$18.00	\$3,957,980	\$3,949,207	(\$8,773)	\$1,363,963
February 2022	\$18.00	\$3,602,713	\$3,625,830	\$23,117	\$1,387,079
March 2022	\$18.00	\$3,910,469	\$3,989,979	\$79,510	\$1,466,590
April 2022	\$18.00	\$4,553,055	\$4,305,652	(\$247,403)	\$1,219,187
May 2022	\$18.00	\$5,754,948	\$4,354,454	(\$1,400,493)	(\$181,307)
June 2022	\$18.00	\$6,056,646	\$5,193,137	(\$863,509)	(\$1,044,815)
July 2022	\$59.00	\$6,139,341	\$8,548,901	\$2,409,560	\$1,364,744
August 2022	\$29.00	\$6,864,252	\$6,267,375	(\$596,877)	\$767,867
September 2022	\$19.00	\$6,400,971	\$5,848,397	(\$552,573)	\$215,294
October 2022	\$19.00	\$5,308,502	\$4,981,894	(\$326,607)	(\$111,314)
** November 2022	\$19.00	\$4,540,128	\$4,451,560	(\$88,567)	(\$199,881)

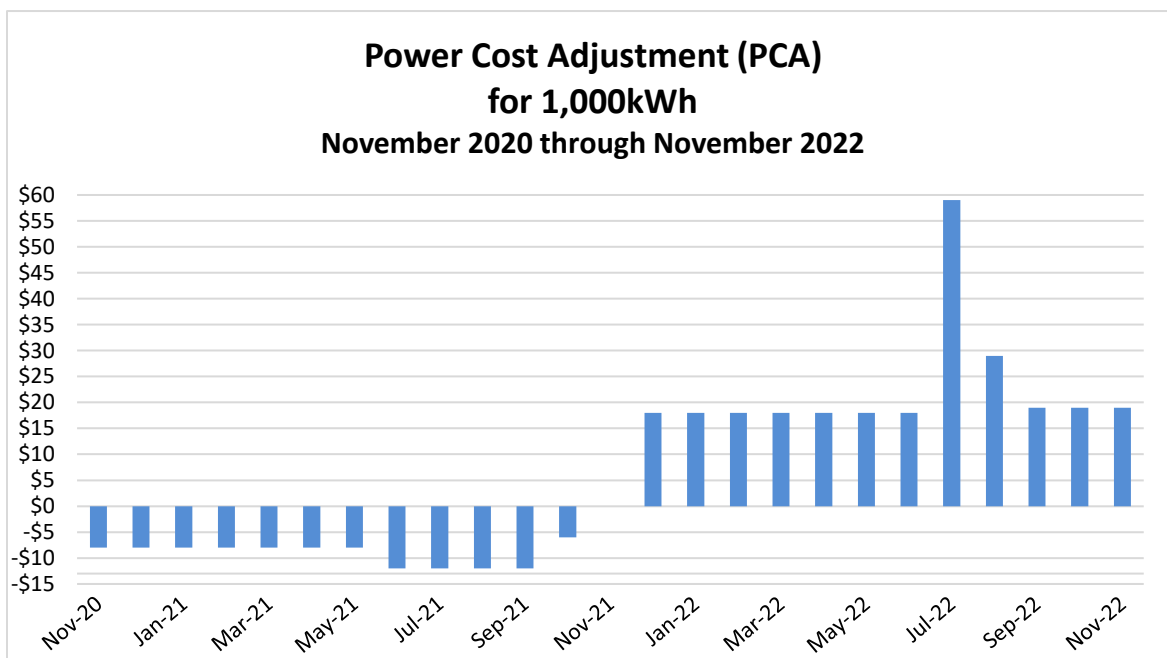
* The customer recovery per month includes \$79.522 per 1,000 kWh included in the base rate plus or minus the power cost adjustment (PCA).

** 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 November was billed to FPUA at a blended rate of \$98.15 for 1,000 kWh, a decrease of \$9.88 when compared to October. FPUA recovered \$98.52 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

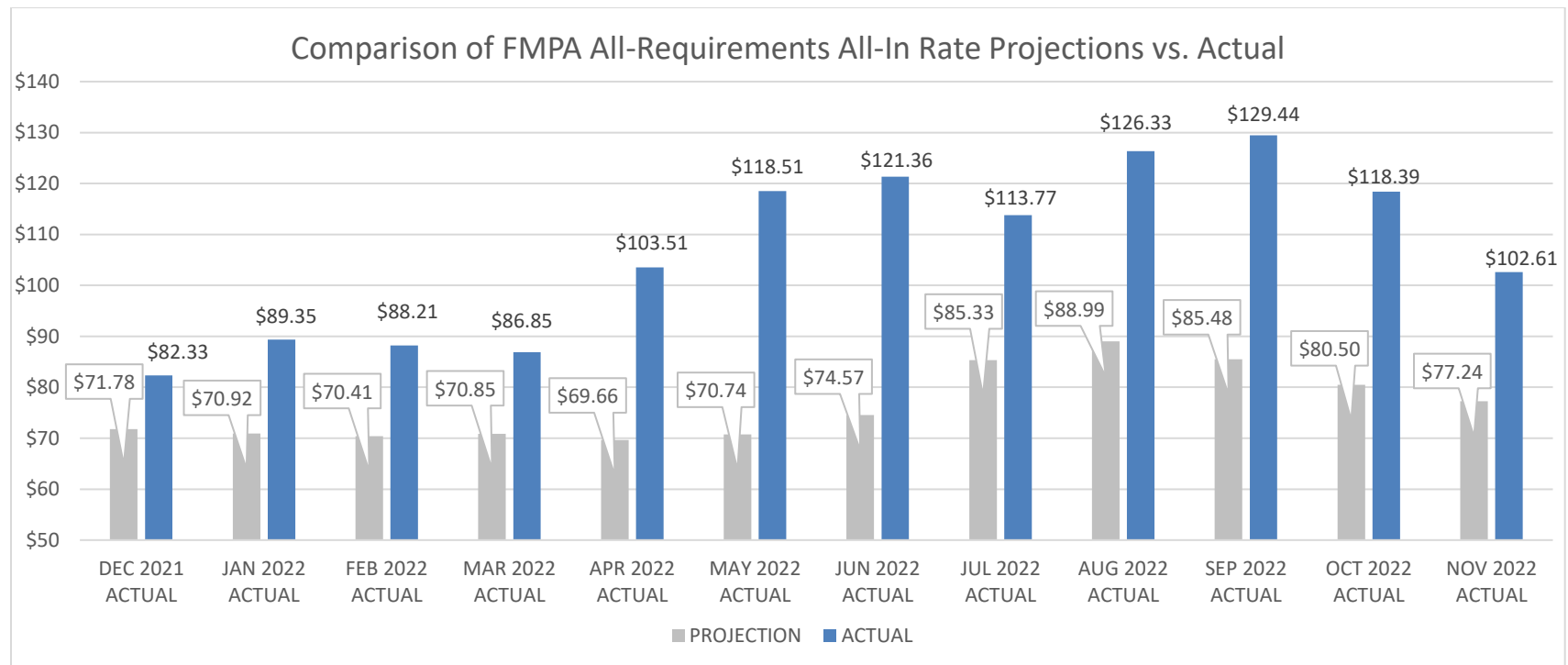
The tables below display the accuracy level of FMPA's rate projections over time compared to the actual results in the column at the right.

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

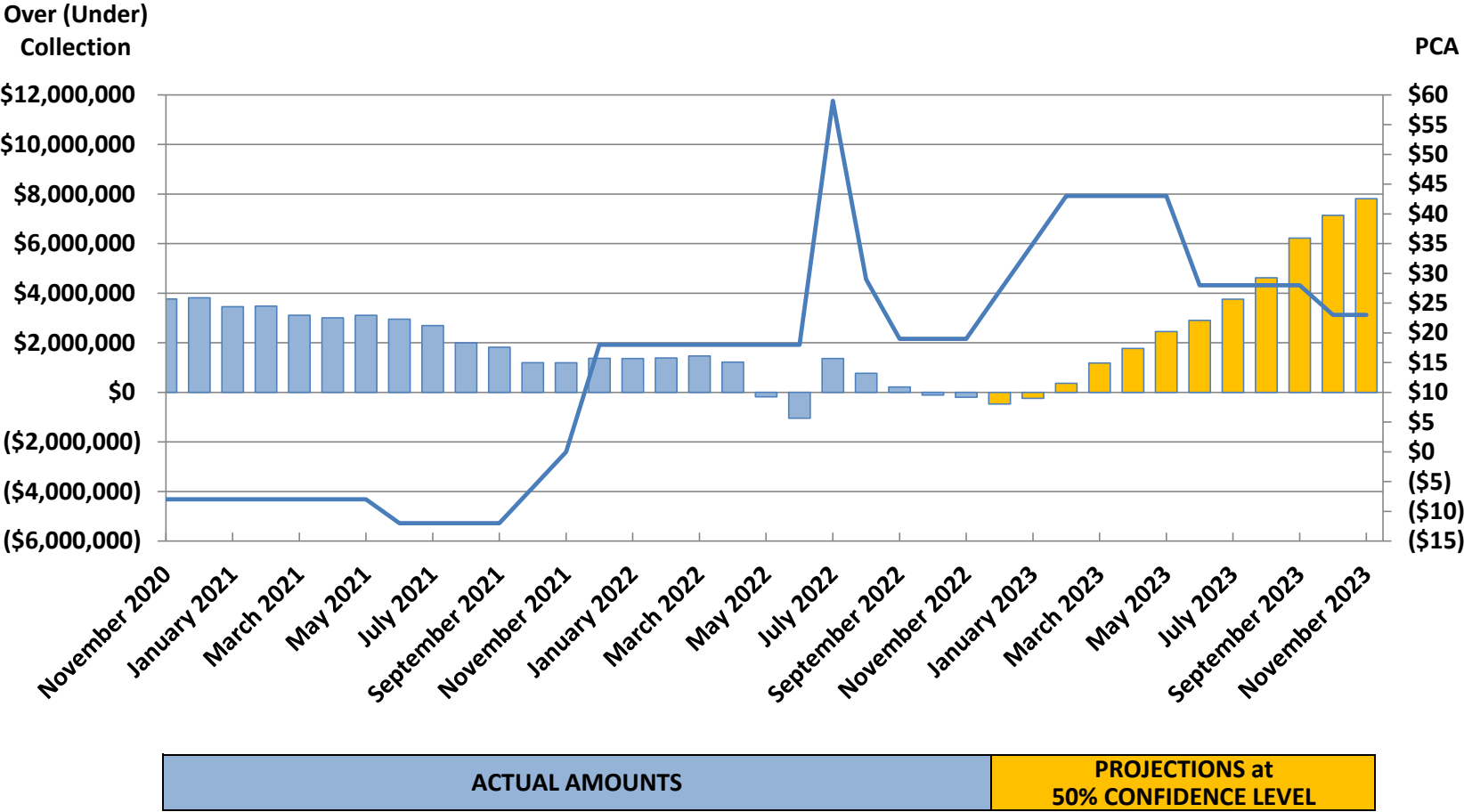
		PROJECTIONS												ACTUAL
		DATE PROJECTED												
		DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	
BILLING MONTH	DEC 2021	\$ 82.33												\$ 82.33
	JAN 2022	\$ 81.59	\$ 89.35											\$ 89.35
	FEB 2022	\$ 77.11	\$ 87.03	\$ 88.21										\$ 88.21
	MAR 2022	\$ 82.65	\$ 88.30	\$ 88.85	\$ 86.85									\$ 86.85
	APR 2022	\$ 78.88	\$ 85.20	\$ 85.96	\$ 97.31	\$ 103.51								\$ 103.51
	MAY 2022	\$ 80.63	\$ 86.44	\$ 89.21	\$ 103.48	\$ 115.28	\$ 118.51							\$ 118.51
	JUN 2022	\$ 83.95	\$ 89.92	\$ 94.89	\$ 108.06	\$ 135.62	\$ 133.31	\$ 121.36						\$ 121.36
	JUL 2022	\$ 85.65	\$ 92.23	\$ 94.73	\$ 110.30	\$ 133.06	\$ 137.31	\$ 104.33	\$ 113.77					\$ 113.77
	AUG 2022	\$ 86.44	\$ 93.34	\$ 95.31	\$ 109.66	\$ 131.28	\$ 139.15	\$ 111.96	\$ 110.50	\$ 126.33				\$ 126.33
	SEP 2022	\$ 83.92	\$ 88.71	\$ 93.15	\$ 105.27	\$ 128.56	\$ 136.53	\$ 103.79	\$ 107.26	\$ 113.98	\$ 129.44			\$ 129.44
	OCT 2022	\$ 79.80	\$ 85.50	\$ 87.73	\$ 99.34	\$ 122.06	\$ 124.48	\$ 98.96	\$ 101.09	\$ 122.01	\$ 127.82	\$ 118.39		\$ 118.39
	NOV 2022	\$ 77.24	\$ 82.07	\$ 86.52	\$ 95.56	\$ 114.22	\$ 116.47	\$ 88.12	\$ 91.44	\$ 116.06	\$ 133.28	\$ 125.75	\$ 102.61	\$ 102.61

		ACTUAL RATE UNDER (OVER) PROJECTION											
		DATE PROJECTED											
		DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022
BILLING MONTH	DEC 2021	\$ -											
	JAN 2022	\$ (7.76)	\$ -										
	FEB 2022	\$ (11.10)	\$ (1.18)	\$ -									
	MAR 2022	\$ (4.20)	\$ 1.45	\$ 2.00	\$ -								
	APR 2022	\$ (24.63)	\$ (18.31)	\$ (17.55)	\$ (6.20)	\$ -							
	MAY 2022	\$ (37.88)	\$ (32.07)	\$ (29.30)	\$ (15.03)	\$ (3.23)	\$ -						
	JUN 2022	\$ (37.41)	\$ (31.44)	\$ (26.47)	\$ (13.30)	\$ 14.26	\$ 11.95	\$ -					
	JUL 2022	\$ (28.12)	\$ (21.54)	\$ (19.04)	\$ (3.47)	\$ 19.29	\$ 23.54	\$ (9.44)	\$ -				
	AUG 2022	\$ (39.89)	\$ (32.99)	\$ (31.02)	\$ (16.67)	\$ 4.95	\$ 12.82	\$ (14.37)	\$ (15.83)	\$ -			
	SEP 2022	\$ (45.52)	\$ (40.73)	\$ (36.29)	\$ (24.17)	\$ (0.88)	\$ 7.09	\$ (25.65)	\$ (22.18)	\$ (15.46)	\$ -		
	OCT 2022	\$ (38.59)	\$ (32.89)	\$ (30.66)	\$ (19.05)	\$ 3.67	\$ 6.09	\$ (19.43)	\$ (17.30)	\$ 3.62	\$ 9.43	\$ -	
	NOV 2022	\$ (25.37)	\$ (20.54)	\$ (16.09)	\$ (7.05)	\$ 11.61	\$ 13.86	\$ (14.49)	\$ (11.17)	\$ 13.45	\$ 30.67	\$ 23.14	\$ -

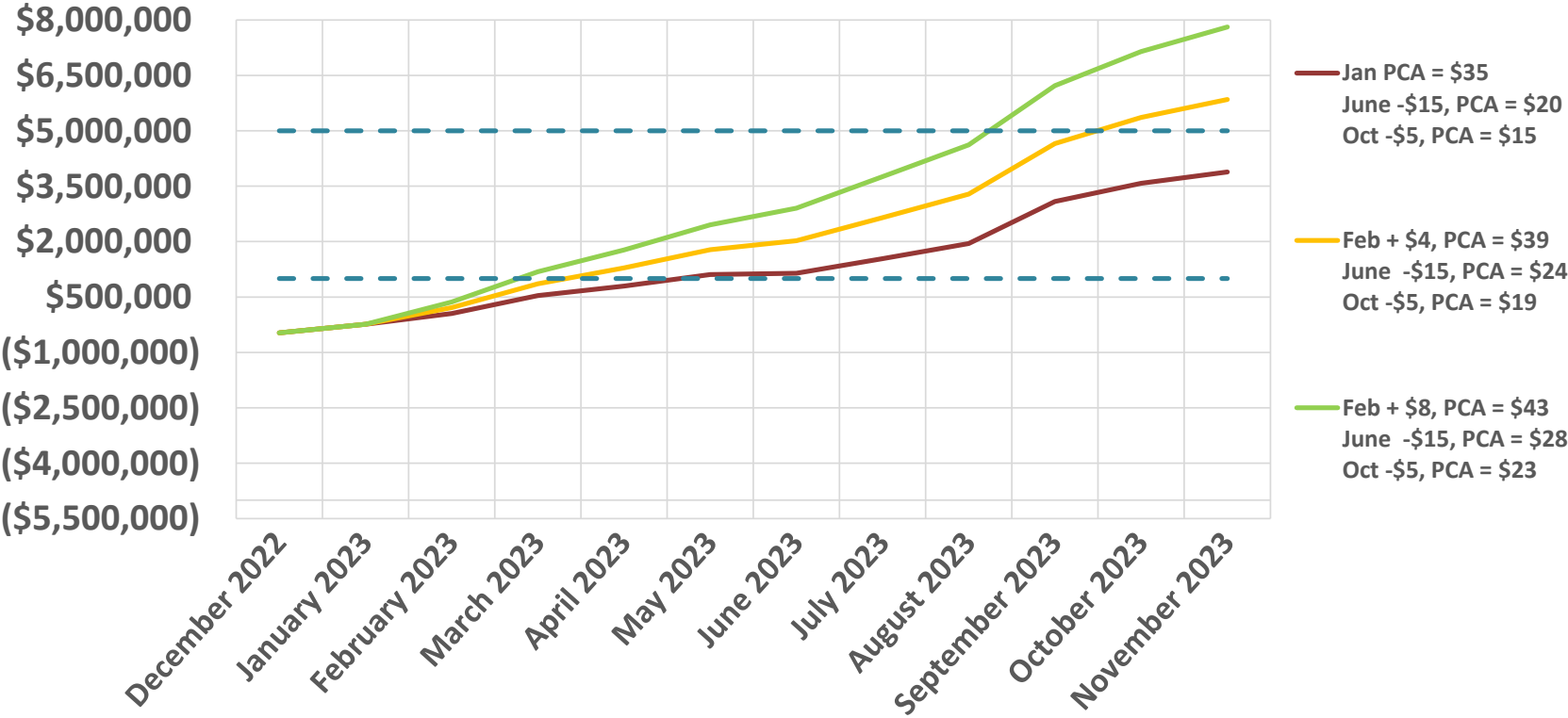
Presented below is a comparison of FMPA All-Requirements Projections vs. Actual, as previously presented to the FPUA Board monthly, but in a different format. The rate projections displayed below were prepared 11 months prior. For example, in March 2021, the February 2022 rates were projected to be \$70.41; actual rates were \$88.21. 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. The projections presented below, on average, are 27.0% lower than the actuals.



Power Cost Adjustment and Over (Under) Collection



Projected Power Cost Adjustment Over (Under) Recovery



Fort Pierce Utilities Authority

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



Board Submission Form

12/29/2022

Department: 21 - Finance

Board Meeting Date: 01/03/2023

Item Type: Regular Agenda

Subject: Resolution No. UA 2023-01 Investment Policy

Recommendation:

Approve Resolution No. UA 2023-01 – FPUA Investment Policy.

Reviewed By Attorney:

Funds Available From: X No Funds Needed Budgeted Contingency

Approvals:

System Director: MIKA, BARBARA A. Dec 29 2022 1:54PM

Director of Finance: MIKA, BARBARA A. Dec 29 2022 1:54PM

Director of Utilities: CISNEROS, JAVIER Dec 29 2022 4:52PM



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
THROUGH: Barbara A. Mika, Director of Financial Administration
FROM: Michele S. Harris, Finance Manager
DATE: December 29, 2022
SUBJECT: Resolution No. UA 2023-01 Investment Policy
PRESENTER(S): Barbara Mika

RECOMMENDATION:

Approve Resolution No. UA 2023-01 – FPUA Investment Policy.

SUMMARY/SUPPORTING INFORMATION

The existing policy for investments received its last board approval in 2002. Investment policies and Best Practices have changed since then leaving the existing policy deficient. Investment policies should be review annually and updated as is necessary. FPUA’s latest policy underwent a review by FMPA with inadequacies noted.

This policy being presented to you follows Florida State Statue, Section 218.415, follows best practice guidelines and satisfies all areas that were lacking in the previous version. This resolution will bring this policy up to date and safeguard the investment assets of the organization.

ALTERNATIVES (IF ANY):

Continue to follow the existing Investment Policy dated February 5, 2002.

ATTACHMENTS:

Investment Policy Red Lined
Investment Policy 2023
Resolution No. UA 2023-01

**Fort Pierce Utilities Authority
Investment Policy
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FORT PIERCE UTILITIES AUTHORITY INVESTMENT POLICY

I. PURPOSE

This policy sets forth current criteria for the operation of the investment portfolio. As economic conditions change, the policy may need to be amended to reflect new trends and opportunities within the framework of this policy. It will be recognized that the primary objective of the Investment Policy is to establish a conservative set of investment criteria that will prudently protect Fort Pierce Utilities Authority's (~~the Authority~~ FPUA) principal sums and enable ~~the Authority~~ FPUA to generate a fair rate of return from its investment activities. It is understood that ~~the Authority's~~ FPUA's Investment Program, for the most part, is a passive program, not being monitored on an hourly/daily basis. Adhering to the conservative investment criteria, ~~the Authority~~ FPUA will take advantage of opportunities as they arise.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by ~~Fort Pierce Utilities Authority~~ FPUA that are in excess of those required to meet current expenses, or those assets that are restricted by resolution or for bond covenants.

III. INVESTMENT OBJECTIVES

a. Safety of Principal: The foremost objective of this investment program is the safety of principal. Investment transactions shall seek to be consistent with the other investment objectives, which are to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. In order to attain this objective, investments will be diversified to the extent practicable to control the risk of loss resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer, or financial institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

b. Maintenance of Liquidity: The portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

c. Return on Investment: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. While the core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed, from time to time return can be measured against agreed

upon benchmarks through active management where the Investment Manager utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy may require the Investment Manager to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolios.

IV. DELEGATION OF AUTHORITY

The Director of Financial Administration along with the Director of Utilities will be responsible for the implementation of this approved Investment Policy. An investment advisory committee will be established consisting of the Director of Financial Administration, Director of Utilities, and at minimum two additional directors at ~~the Authority~~ FPUA to review and concur on investments prior to implementation. Any amendments to this policy must be approved by the Fort Pierce Utilities Authority Board

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by the Authorized Staff shall be the “Prudent Person” standard and shall be applied in the context of managing ~~the Authority~~ FPUA’s Funds. Authorized Staff acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectation are reported in a timely fashion to the District Administrator and or the Board of Supervisors and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The “Prudent Person” rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by Authorized Staff who are officers or employees of ~~the Authority~~ FPUA is the “Prudent Person” standard, the Investment Manager or any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of “Prudent Expert”. The standard shall be that:

... in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Manager shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Persons involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, persons involved in the investment process shall disclose to ~~the Authority~~FPUA any material financial interests in financial institutions that conduct business with ~~the Authority~~FPUA, and they shall further disclose any material personal financial/investment positions that could be related to the performance of ~~the Authority's~~FPUA's portfolios.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Director of Financial Administration shall establish a system of internal controls and operational procedures to protect ~~the Authority's~~FPUA's assets and ensure proper accounting and reporting of the transactions related thereto. All ~~Authority~~FPUA staff members must act in accordance with written policies and procedures and exercise due diligence. These include, but are not limited to, GASB Statement 31 "Accounting and Financial Reporting for Certain Investments and for External Investment Pools" and other subsequent relevant GASB guidance; Chapter 67-764, Laws of Florida; F.S. Chapters 112, 215 and 625; and ~~FPUA's~~the Authority's Ethics Policy. No person may engage in an investment transaction except as authorized under the terms of this policy. Independent auditors shall conduct a review of the system of internal controls as a normal part of the annual financial audit of ~~FPUA~~the Authority. Such internal controls shall include, but not limited to, the following:

Separation of duties:

By separating the person who authorizes or performs the transaction from the person or persons who record or otherwise account for the transaction, a proper separation of duties is achieved.

Custodial safekeeping:

Securities purchased from any, public depositories or Primary Dealers as defined in Article IV including appropriate collateral, shall be placed into a third-party bank for custodial safekeeping.

Clear delegation of authority to subordinate staff members:

Subordinate staff must have a clear understanding of their authority and responsibilities to avoid any improper actions. Clear delegation of authority also preserves the internal control structure that is built around the various staff positions and their respective responsibilities.

Written confirmation of electronically initiated transactions for investments and wire transfers:

Due to the potential for error and improprieties arising from telephone or other electronically initiated transactions, all such transactions should be supported by written communications and approved by an individual other than the individual initiating said transaction. Repetitive wires do not require a secondary approval; however, all non-repetitive wires shall have secondary approval.

Documentation of transactions and strategies:

All transactions and strategies that were used to develop said transactions should be documented in writing and approved by the appropriate person(s).

VIII. CONTINUING EDUCATION

The Director of Financial Administration or designee(s) shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized Staff shall only purchase securities from financial institutions which are qualified as public depositories by the Treasurer of the State of Florida, or institutions designated as "Primary Dealers" by the Federal Reserve Bank of New York.

Authorized Staff shall only enter into repurchase agreements with financial institutions which are qualified as public depositories by the Treasurer of the State of Florida, or institutions designated as "Primary Dealers" by the Federal Reserve Bank of New York.

For the investment of debt proceeds, Financial Institutions shall be selected pursuant to the debt covenants.

The Director of Financial Administration shall utilize and maintain its own list of approved primary and non-primary dealers.

X. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, FPUA will use performance benchmarks to monitor and measure its returns against appropriate predetermined benchmarks.

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Investment performance of funds designated as short-term funds and other funds maintained for liquidity purposes will be measured against the 90 day U.S. Treasury. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

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Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the S&P 1-5 Year U.S. Treasury/Agency Note Index and the portfolio's total rate of return will be compared to this

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benchmark. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios' total rate of return. Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

~~The annual calendar year-to-date rate of the Florida State Board of Administration (SBA) investment pool is the benchmark for the Fort Pierce Utilities Authority. Our goal is to earn at least one-half of a percent more than the annual SBA pool calendar year-to-date rate.~~

XI. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with ~~FPUA~~^{the Authority's} known cash needs and anticipated cash flow requirements. Investments of reserves and other non-current operating funds shall have a term appropriate to the agreed upon goals and objectives. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XII. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Investment Committee shall determine diversification strategies within the established guidelines as outlined by this Investment Policy.

The analysis of ~~the Authority's~~^{FPUA's} investment portfolio presents three major risks that must be considered through its investment practices. The design of the investment types permitted by this Investment Policy seeks to minimize this risk by the conservative nature of the permissible investments.

- a. Interest Rate Risk. This risk is the uncertainty of future market values of securities and uncertainty of the size of future incomes from securities caused by fluctuations in the general level of interest rates in the capital markets.
- b. Purchasing Power Risk. Refers to the risk that inflation will diminish the buying power of an investor's assets and income.
- c. Financial Risk. The risk of not receiving principal and interest when due from an issue.

XIII. SELECTION OF INVESTMENTS AND PORTFOLIO

After the Investment Review Committee has determined the appropriate security to purchase or sell based on cash flow needs and/or applicable portfolio strategy a minimum of three (3) reputable, qualified, and financially sound banks and/or dealers must be contacted and asked to provide bids and/or offers on securities.

However, on an exception basis, securities may be purchased utilizing the comparison to current market price method. Acceptable current market price providers include, but are not limited to:

- a. Bloomberg Information Systems,
- b. The Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,
- c. Market pricing provided by ~~the Authority's~~ FPUA's custody agents, market makers or their corresponding institutions.

Selection by comparison to a current market price, as indicated above, shall only be utilized when, in the judgment of the Director of Financial Administration or the Director of Utilities that competitive bidding would inhibit the selection process and not provide optimum execution.

Examples of when this method may be used include:

- a. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.
- b. When no active market exists for the issue being traded due to the age or depth of the issue.
- c. When a security is unique to a single dealer, for example, a private placement.
- d. When the transaction involves new issues or issues in the "when issued" market.

Overnight sweep repurchase agreements will not be bid, but may be placed with the depository bank relating to the demand account for which the repurchase agreement was purchased. Negotiations for higher rates on overnight sweep accounts should be addressed semi-annually.

XIV. AUTHORIZED INVESTMENTS

The following types of investments will be permitted in ~~the Authority's~~ FPUA's investment portfolio:

- a. Direct obligations of the United States Government, or obligations, the principal and interest of which are unconditionally guaranteed by the full faith and credit of the United States Government.
- b. The Local Government Surplus Funds Trust Fund FL Statue, 218.405.
- c. Bonds or other interest-bearing obligations of any county, district, city or town located in the State of Florida for which the full faith and credit of such political subdivision is pledged.

d. Interest-bearing time deposits and savings accounts in banks organized under the laws of the State of Florida, in national banks organized under the laws of the United States and doing business and situated in the State of Florida, in savings and loan associations which are under State of Florida supervision, or in federal savings and loan associations located in the State of Florida and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law.

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de. Obligations of the Federal Farm Credit Banks, the Federal Home Loan Mortgage Corporation (Freddie Mac), including Federal Home Loan Mortgage Corporation participation certificates, or the Federal Home Loan Bank or its district banks, or obligations guaranteed by the Government National Mortgage Association (Ginnie Mae).

ef. Obligations of the Federal National Mortgage Association (Fannie Mae), including Federal National Mortgage Association participation certificates and mortgage pass-through certificates guaranteed by the Federal National Mortgage Association.

g. Certificates of deposit (CD), whether negotiable or nonnegotiable, and banker's acceptances which at the time of investment are eligible for discount at the Federal Reserve Bank. Single CD investments should not exceed \$250,000.

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hf. Deposits and certificates of deposit in out-of-state banks, savings and loan associations, or other regulated financial institutions insured by the FDIC.

ig. Full faith and credit direct general obligations of any state, or unlimited tax direct obligations of any political subdivision thereof, to the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.

All debt obligations purchased will be in investment grade securities with an S&P or Fitch credit rating of ~~BBB-~~ or above, or a Moody's credit rating of ~~Baa3-A3~~ or above.

Securities which derive their value from underlying securities (i.e., "derivatives") are specifically prohibited except when separately approved by the District's Board of Supervisors as an attachment to this policy.

XV. PORTFOLIO COMPOSITION

1. Cash, saving accounts, and money market funds

Limit: _____ 100% of Total Portfolio

Institution Limit: _____ Maximum 60 % of fund

2. The Florida Local Government Surplus Funds Trust Fund (Florida PRIME), other local government investment pools.

Composition Limit: 25% of Total Portfolio

3. Direct obligations of the United States of America (i.e. Treasury Bills, Treasury Notes, Treasury Bonds, and Treasury Strips)

Composition Limit: 75% of Total Portfolio

4. Government Agencies guaranteed by the United States of America (i.e. GNMA, and Small Business Administration notes)

Composition Limit: 75% of Total Portfolio

Issuer Limit: _____ Maximum 35% per issuer

5. Federal Instrumentalities (U.S. Government sponsored agencies which are non-full faith and credit of the United States of America, i.e. Farm Credit, FNMA, Home Loan, FHLMC, SLMA)

Composition Limit: 75% of Total Portfolio

Issuer Limit: _____ Maximum 35% per issuer

XVI. REPORTING

The Director of Financial Administration shall prepare quarterly investment reports. Schedules in the quarterly report should include the following:

- a. A listing of individual securities held at the end of the reporting period
- b. Percentage of available funds represented by each investment type
- c. Coupon, discount, or earning rate
- d. Par value and market value

On an annual basis, the Finance Manager or designee shall prepare and submit to the Board a written report on all invested funds. The annual report shall include, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment.

The Investment Manager shall provide interim investment reports, market updates and economic analysis as necessary to discuss material events and their impact on FPUA's investment strategy and/or investment portfolio.

All investments shall be reported at fair value per GASB standards

XVII. INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by the Fort Pierce Utilities Authority Board. The Director of Financial Administration and/or Authorized Staff shall review the policy annually

and, if necessary, present modifications for the Fort Pierce Utilities Authority Board's approval.

ATTACHMENT A

Glossary of Cash and Investment Management Terms

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Counterparty. The other party in a two-party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

~~**Duff & Phelps.** One of several NRSROs that provide credit ratings on corporate and bank debt issues.~~

Fannie Mae. See "Federal National Mortgage Association."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise

have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and

housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Money Market Fund or Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

NRSRO. A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, and Fitch ~~and Duff & Phelps~~.

Offered Price. See also "Ask Price."

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement.

In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third-party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

Fort Pierce Utilities Authority

Investment Policy

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FORT PIERCE UTILITIES AUTHORITY

INVESTMENT POLICY

I. PURPOSE

This policy sets forth current criteria for the operation of the investment portfolio. As economic conditions change, the policy may need to be amended to reflect new trends and opportunities within the framework of this policy. It will be recognized that the primary objective of the Investment Policy is to establish a conservative set of investment criteria that will prudently protect Fort Pierce Utilities Authority's (FPUA) principal sums and enable FPUA to generate a fair rate of return from its investment activities. It is understood that FPUA's Investment Program, for the most part, is a passive program, not being monitored on an hourly/daily basis. Adhering to the conservative investment criteria, FPUA will take advantage of opportunities as they arise.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by FPUA that are in excess of those required to meet current expenses, or those assets that are restricted by resolution or for bond covenants.

III. INVESTMENT OBJECTIVES

a. **Safety of Principal:** The foremost objective of this investment program is the safety of principal. Investment transactions shall seek to be consistent with the other investment objectives, which are to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. In order to attain this objective, investments will be diversified to the extent practicable to control the risk of loss resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer, or financial institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

b. **Maintenance of Liquidity:** The portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

c. **Return on Investment:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. While the core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed, from time to time return can be measured against agreed upon benchmarks through active management where the Investment Manager utilizes a total

return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy may require the Investment Manager to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolios.

IV. DELEGATION OF AUTHORITY

The Director of Financial Administration along with the Director of Utilities will be responsible for the implementation of this approved Investment Policy. An investment advisory committee will be established consisting of the Director of Financial Administration, Director of Utilities, and at minimum two additional directors at FPUA to review and concur on investments prior to implementation. Any amendments to this policy must be approved by the Fort Pierce Utilities Authority Board

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by the Authorized Staff shall be the “Prudent Person” standard and shall be applied in the context of managing FPUA’s Funds. Authorized Staff acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectation are reported in a timely fashion to the District Administrator and or the Board of Supervisors and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The “Prudent Person” rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by Authorized Staff who are officers or employees of FPUA is the “Prudent Person” standard, the Investment Manager or any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of “Prudent Expert”. The standard shall be that:

. . . in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Manager shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Persons involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, persons involved in the investment process shall disclose to FPUA any material financial interests in financial institutions that conduct business with FPUA, and they shall further disclose any material personal financial/investment positions that could be related to the performance of FPUA's portfolios.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Director of Financial Administration shall establish a system of internal controls and operational procedures to protect FPUA's assets and ensure proper accounting and reporting of the transactions related thereto. All FPUA staff members must act in accordance with written policies and procedures and exercise due diligence. These include, but are not limited to, GASB Statement 31 "Accounting and Financial Reporting for Certain Investments and for External Investment Pools" and other subsequent relevant GASB guidance; Chapter 67-764, Laws of Florida; F.S. Chapters 112, 215 and 625; and FPUA's Ethics Policy. No person may engage in an investment transaction except as authorized under the terms of this policy. Independent auditors shall conduct a review of the system of internal controls as a normal part of the annual financial audit of FPUA. Such internal controls shall include, but not limited to, the following:

Separation of duties:

By separating the person who authorizes or performs the transaction from the person or persons who record or otherwise account for the transaction, a proper separation of duties is achieved.

Custodial safekeeping:

Securities purchased from any, public depositories or Primary Dealers as defined in Article IV including appropriate collateral, shall be placed into a third-party bank for custodial safekeeping.

Clear delegation of authority to subordinate staff members:

Subordinate staff must have a clear understanding of their authority and responsibilities to avoid any improper actions. Clear delegation of authority also preserves the internal control structure that is built around the various staff positions and their respective responsibilities.

Written confirmation of electronically initiated transactions for investments and wire transfers:

Due to the potential for error and improprieties arising from telephone or other electronically initiated transactions, all such transactions should be supported by written communications

and approved by an individual other than the individual initiating said transaction. Repetitive wires do not require a secondary approval; however, all non-repetitive wires shall have secondary approval.

Documentation of transactions and strategies:

All transactions and strategies that were used to develop said transactions should be documented in writing and approved by the appropriate person(s).

VIII. CONTINUING EDUCATION

The Director of Financial Administration or designee(s) shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized Staff shall only purchase securities from financial institutions which are qualified as public depositories by the Treasurer of the State of Florida, or institutions designated as “Primary Dealers” by the Federal Reserve Bank of New York.

Authorized Staff shall only enter into repurchase agreements with financial institutions which are qualified as public depositories by the Treasurer of the State of Florida, or institutions designated as “Primary Dealers” by the Federal Reserve Bank of New York.

For the investment of debt proceeds, Financial Institutions shall be selected pursuant to the debt covenants.

The Director of Financial Administration shall utilize and maintain its own list of approved primary and non-primary dealers.

X. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio’s performance, FPUA will use performance benchmarks to monitor and measure its returns against appropriate predetermined benchmarks.

Investment performance of funds designated as short-term funds and other funds maintained for liquidity purposes will be measured against the 90 day U.S. Treasury. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the S&P 1-5 Year U.S. Treasury/Agency Note Index and the portfolio’s total rate of return will be compared to this benchmark. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios’ total rate of

return. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

XI. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with FPUA’s known cash needs and anticipated cash flow requirements. Investments of reserves and other non-current operating funds shall have a term appropriate to the agreed upon goals and objectives. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XII. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Investment Committee shall determine diversification strategies within the established guidelines as outlined by this Investment Policy.

The analysis of FPUA’s investment portfolio presents three major risks that must be considered through its investment practices. The design of the investment types permitted by this Investment Policy seeks to minimize this risk by the conservative nature of the permissible investments.

- a. Interest Rate Risk. This risk is the uncertainty of future market values of securities and uncertainty of the size of future incomes from securities caused by fluctuations in the general level of interest rates in the capital markets.
- b. Purchasing Power Risk. Refers to the risk that inflation will diminish the buying power of an investor's assets and income.
- c. Financial Risk. The risk of not receiving principal and interest when due from an issue.

XIII. SELECTION OF INVESTMENTS AND PORTFOLIO

After the Investment Review Committee has determined the appropriate security to purchase or sell based on cash flow needs and/or applicable portfolio strategy a minimum of three (3) reputable, qualified, and financially sound banks and/or dealers must be contacted and asked to provide bids and/or offers on securities.

However, on an exception basis, securities may be purchased utilizing the comparison to current market price method. Acceptable current market price providers include, but are not limited to:

- a. Bloomberg Information Systems,

- b. The Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,
- c. Market pricing provided by FPUA's custody agents, market makers or their corresponding institutions.

Selection by comparison to a current market price, as indicated above, shall only be utilized when, in the judgment of the Director of Financial Administration or the Director of Utilities that competitive bidding would inhibit the selection process and not provide optimum execution.

Examples of when this method may be used include:

- a. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.
- b. When no active market exists for the issue being traded due to the age or depth of the issue.
- c. When a security is unique to a single dealer, for example, a private placement.
- d. When the transaction involves new issues or issues in the "when issued" market.

Overnight sweep repurchase agreements will not be bid, but may be placed with the depository bank relating to the demand account for which the repurchase agreement was purchased. Negotiations for higher rates on overnight sweep accounts should be addressed semi-annually.

XIV. AUTHORIZED INVESTMENTS

The following types of investments will be permitted in FPUA's investment portfolio:

- a. Direct obligations of the United States Government, or obligations, the principal and interest of which are unconditionally guaranteed by the full faith and credit of the United States Government.
- b. The Local Government Surplus Funds Trust Fund FL Statue, 218.405.
- c. Bonds or other interest-bearing obligations of any county, district, city or town located in the State of Florida for which the full faith and credit of such political subdivision is pledged.
- d. Interest-bearing time deposits and savings accounts in banks organized under the laws of the State of Florida, in national banks organized under the laws of the United States and doing business and situated in the State of Florida, in savings and loan associations which are under State of Florida supervision, or in federal savings and loan associations located in the State of Florida and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law.

- e. Obligations of the Federal Farm Credit Banks, the Federal Home Loan Mortgage Corporation (Freddie Mac), including Federal Home Loan Mortgage Corporation participation certificates, or the Federal Home Loan Bank or its district banks, or obligations guaranteed by the Government National Mortgage Association (Ginnie Mae).
- f. Obligations of the Federal National Mortgage Association (Fannie Mae), including Federal National Mortgage Association participation certificates and mortgage pass-through certificates guaranteed by the Federal National Mortgage Association.
- g. Certificates of deposit (CD), whether negotiable or nonnegotiable, and banker's acceptances which at the time of investment are eligible for discount at the Federal Reserve Bank. Single CD investments should not exceed \$250,000.
- h. Deposits and certificates of deposit in out-of-state banks, savings and loan associations, or other regulated financial institutions insured by the FDIC.
- i. Full faith and credit direct general obligations of any state, or unlimited tax direct obligations of any political subdivision thereof, to the payment of which the full faith and credit of such political subdivision is pledged, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.

All debt obligations purchased will be in investment grade securities with an S&P or Fitch credit rating of A- or above, or a Moody's credit rating of A3 or above.

Securities which derive their value from underlying securities (i.e., "derivatives") are specifically prohibited except when separately approved by the District's Board of Supervisors as an attachment to this policy.

XV. PORTFOLIO COMPOSITION

1. Cash, saving accounts, and money market funds

Limit:	100% of Total Portfolio
Institution Limit:	Maximum 60 % of fund

2. The Florida Local Government Surplus Funds Trust Fund (Florida PRIME), other local government investment pools.

Composition Limit:	25% of Total Portfolio
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3. Direct obligations of the United States of America (i.e. Treasury Bills, Treasury Notes, Treasury Bonds, and Treasury Strips)

Composition Limit:	75% of Total Portfolio
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4. Government Agencies guaranteed by the United States of America (i.e. GNMA, and Small Business Administration notes)

Composition Limit:	75% of Total Portfolio
Issuer Limit:	Maximum 35% per issuer

5. Federal Instrumentalities (U.S. Government sponsored agencies which are non-full faith and credit of the United States of America, i.e. Farm Credit, FNMA, Home Loan, FHLMC, SLMA)

Composition Limit:	75% of Total Portfolio
Issuer Limit:	Maximum 35% per issuer

XVI. REPORTING

The Director of Financial Administration shall prepare quarterly investment reports. Schedules in the quarterly report should include the following:

- a. A listing of individual securities held at the end of the reporting period
- b. Percentage of available funds represented by each investment type
- c. Coupon, discount, or earning rate
- d. Par value and market value

On an annual basis, the Finance Manager or designee shall prepare and submit to the Board a written report on all invested funds. The annual report shall include, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment.

The Investment Manager shall provide interim investment reports, market updates and economic analysis as necessary to discuss material events and their impact on FPUA's investment strategy and/or investment portfolio.

All investments shall be reported at fair value per GASB standards

XVII. INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by the Fort Pierce Utilities Authority Board. The Director of Financial Administration and/or Authorized Staff shall review the policy annually and, if necessary, present modifications for the Fort Pierce Utilities Authority Board's approval.

ATTACHMENT A

Glossary of Cash and Investment Management Terms

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Counterparty. The other party in a two-party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Fannie Mae. See "Federal National Mortgage Association."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered

securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. Clear delegation of authority to subordinate staff members - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. Written confirmation of transactions for investments and wire transfers - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. Development of a wire transfer agreement with the lead bank and third-party custodian - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Money Market Fund or Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

NRSRO. A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, and Fitch.

Offered Price. See also "Ask Price."

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-

party” where the securities are delivered to a third-party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon

rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

RESOLUTION NO. UA 2023-01

A RESOLUTION OF THE FORT PIERCE UTILITIES AUTHORITY, FOR PIERCE, FLORIDA, PROVIDING FOR A LOCAL GOVERNMENT POLICY RELATIVE TO THE DEPOSIT AND INVESTMENT OF AUTHORITY FUNDS, ADOPTING THE ATTACHED INVESTMENT POLICY CONSISTING OF SEVENTEEN PAGES; DESIGNATING THE DIRECTOR OF FINANCIAL ADMINISTRATION RESPONSIBLE FOR EXECUTION OF THIS POLICY; PROVIDING THAT A COPY OF SAID UTILITIES INVESTMENT POLICY BE ON FILE IN THE OFFICES OF THE DIRECTOR OF FINANCIAL ADMINISTRATION AND THE DIRECTOR OF UTILITIES; REPEALING ALL RESOLUTION OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE FORT PIERCE UTILITIES AUTHORITY BOARD FOR THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. From and after the effective date hereof, the Fort Pierce Utilities Authority hereby adopts the attached as its official Investment Policy, subject to the provisions and restrictions contained herein.

SECTION 2. A copy of the attached Investment Policy shall be on file with the offices of the Director of Financial Administration and the Director of Utilities, and is available for review by any interested party.

Section 3. All Resolutions or Parts of Resolutions in conflict herewith are hereby repealed.

Section 4. This Resolution shall be and become effective upon final passage.

Signed and sealed this 3rd day of January 2023.

ATTEST:

Secretary

Chairman

APPROVED AS TO FORM AND CORRECTNESS:

Attorney

Fort Pierce Utilities Authority

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



Board Submission Form

12/20/2022

Department: 32 - Information Technology Svcs

Board Meeting Date: 01/03/2023

Item Type: Contract Agreement

Subject: EnerGov Land Management System Software

Recommendation:

Approve the Interagency Agreement for the purchase of two licenses of the EnerGov Land Management System; from Saint Lucie County Board of County Commissioners, in an amount not to exceed \$5,000.00 annually.

Reviewed By Attorney:

Funds Available From: No Funds Needed Budgeted Contingency

Approvals:

System Director: RETFERFORD, DANIEL PAUL Dec 19 2022 9:37AM

Director of Finance: MIKA, BARBARA A. Dec 19 2022 1:17PM

Director of Utilities: CISNEROS, JAVIER Dec 19 2022 2:20PM



Memorandum

TO: Javier Cisneros, P.E., Director of Utilities
THROUGH: Daniel Paul Retherford, Director of Util Support Svcs.
FROM: Thomas A. Fryar, I T Services Manager
DATE: December 20, 2022
SUBJECT: **EnerGov Land Management System Software**
PRESENTER(S): Eric Meyer, Tom Fryar

RECOMMENDATION:

Approve the Interagency Agreement for the purchase of two licenses of the EnerGov Land Management System; from Saint Lucie County Board of County Commissioners, in an amount not to exceed \$5,000.00 annually.

SUMMARY/SUPPORTING INFORMATION

Purchasing the two licenses of Tyler EngerGov from St. Lucie County Board will allow FPUA to facilitate faster processing of applications for permitting and planning of new services. This software allows FPUA employees to access the County's software for Application's for Building permits.

ALTERNATIVES (IF ANY):

Continue to wait longer periods of time to receive information from the permitting office.

ATTACHMENTS:

License Agreement (Ready for Board)

**INTERAGENCY AGREEMENT
BETWEEN
ST. LUCIE COUNTY
AND
FORT PIERCE UTILITIES AUTHORITY**

This Interagency Agreement (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between St. Lucie County, a political subdivision of the State of Florida (“County”), and **Fort Pierce Utilities Authority**, a (“Authorized User”). County and Authorized User may be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, St. Lucie County entered into a software service agreement with Tyler Technologies, Inc. on [date] (“Tyler Agreement”), for use of the EnerGov Land Management System (“EnerGov”);

WHEREAS, EnerGov consolidates and centralizes the processing and tracking of applications, from submission to closure, for permitting, planning, code enforcement, and contractor licensing (“Applications”);

WHEREAS, the review of Applications involves numerous parties, including but not limited to, county departments such as planning, building, engineering, property acquisition, water quality, and environmental resources; and non-County entities such as state and federal agencies, utility providers, public safety agencies, and the school board;

WHEREAS, the Tyler Agreement provides for County use of the software as set forth in the scope of the Tyler Agreement and licenses per user to access EnerGov to ensure the security of the system;

WHEREAS, the non-County entities involved in the review of Applications do not currently have access to EnerGov; and

WHEREAS, the Parties desire to enter into this Agreement to document the terms and conditions for the purchase and use of user licenses to utilize EnerGov, and to have an assigned External User account to access the system, in order to improve the coordinated and expeditious review of development applications.

NOW, THEREFORE in consideration of the foregoing premises, mutual benefits to be derived from the cooperation of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. The foregoing recitals are true and incorporated herein by reference.

2. County Responsibilities.

- a. The County shall be responsible for the continued administration of the Tyler Agreement, and will purchase the licenses through its Tyler Agreement and request reimbursement of the invoiced amount to Authorized User for the cost of the License(s) purchased.

- b. The County will provide the Authorized User with an External User account to securely access the system which authenticates with the County's Azure Active Directory (Azure AD) which is a cloud-based identity and access management service.

3. Authorized User Responsibilities.

- a. Authorized User is a review party on development applications and is requesting the County to purchase **2 - Full Licenses** of licenses ("License(s)") for Energov access to provide feedback and compliance reviews on Net Metering Applications, Development Review Committee (DRC) Submittals and Electric and Gas Building Permits ("Permitted Use").
- b. Authorized User shall use the External User account and the License(s) solely for the Permitted Use, and shall not use or permit the External User account or License(s) to be used for any other purpose or purposes whatsoever ("Unpermitted Use") without the prior written consent of the County, which may be withheld in the County's sole discretion.
- c. Authorized User shall comply with the terms of access of the Tyler Agreement.
- d. Based on the cost estimates provided by Tyler Technologies, Inc., in 2022, the estimated costs for a Full license is \$2,028.60 annually and a Read Only license is \$365.40 annually. Authorized User understand that the cost of the License(s) is subject to change and agrees to pay the County for the full cost of the License(s) annually within thirty (30) days receipt of an invoice from the County. Failure to remit payment in accordance with the invoice shall result in termination of this Agreement.

- 4. Notices.** All written notices required under this Agreement, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt requested (Airmail if international), and shall be directed to the following persons and places designated by the Parties:

For Authorized User:

Fort Pierce Utilities Authority
206 S. 6th Street
Fort Pierce, FL 34950
Attn: IT Services Manager

With a copy to:

Fort Pierce Utilities Authority
1701 S. 37th Street
Fort Pierce, FL 34947
Attn: Supervising Engineer

For the County:

St Lucie County Administrator
County Administration Annex
2300 Virginia Ave
Fort Pierce, FL 34982

With a copy to:

St. Lucie County Attorney
County Administration Annex
2300 Virginia Avenue
Fort Pierce, FL 34982

Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery or (ii) on the date mailed, postage prepaid.

- 5. Sovereign immunity.** Nothing contained in this Agreement shall be deemed a waiver of either

Party's sovereign immunity, whether by contract or by law.

6. **Invalid Provisions.** In the event any term or provision of this Agreement is held illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. **Entire Agreement.** This Agreement contains the entire agreement among the Parties as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous verbal or written agreements and understandings among the Parties.
9. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each of the Parties hereto.
10. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with Florida law without regard to conflicts of law provisions. The parties agree that venue shall be in St. Lucie County, Florida if filed in state court, and in the Southern District of Florida if filed in federal court.
11. **Duration.** This Agreement shall be effective as of the date set forth above and shall remain in effect until terminated as provided herein. Either party may terminate this agreement by providing thirty (30) days written notice to the other Party. The County may terminate this Agreement immediately and without notice if the External User account and/or Licenses are used for any Unpermitted Use, or if Authorized User fails to remit payment for the License(s) as provided for herein.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

[signatures shown on the following page]

ST. LUCIE COUNTY, FLORIDA

BY: _____
County Administrator

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
County Attorney

FORT PIERCE UTILITIES AUTHORITY

ATTEST:

Secretary
(FPUA Seal)

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY:  _____
Fort Pierce Utilities Authority Attorney

Address E-mail Phone (#)

Fort Pierce Utilities Authority

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



Board Submission Form

12/22/2022

Department: 35 - Facilities

Board Meeting Date: 01/03/2023

Item Type: Contract Agreement

Subject: Savannah Roof Replacement

Recommendation:

POA 23-35-004: Accept Proposal and approve Contract for Savannah Road Substation Roof Replacement with The Roof Authority, Inc., of Fort Pierce, Florida, in an amount not to exceed \$13,000.00. This Contract will commence upon written notice and end upon final completion and acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: No Funds Needed X Budgeted Contingency

Approvals:

System Director:	<u>RETFERFORD, DANIEL PAUL</u>	<u>Dec 6 2022 8:55AM</u>
Director of Finance:	<u>MIKA, BARBARA A.</u>	<u>Dec 19 2022 1:21PM</u>
Director of Utilities:	<u>CISNEROS, JAVIER</u>	<u>Dec 19 2022 2:21PM</u>



Memorandum

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

THROUGH: Daniel Paul Retherford, Director of Utility Support Services

FROM: Eric R. Winterstein, Cfm, Facilities And Fleet Superintendent

DATE: December 22, 2022

SUBJECT: Savannah Roof Replacement

PRESENTER(S): Eric Winterstein

RECOMMENDATION:

POA 23-35-004: Accept Proposal and approve Contract for Savannah Road Substation Roof Replacement with The Roof Authority, Inc., of Fort Pierce, Florida, in an amount not to exceed \$13,000.00. This Contract will commence upon written notice and end upon final completion and acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

The quote from the Roofing Authority is \$12,000.00 the additional \$1000.00 is for contingency if any unknowns appear, this will keep the job moving in this critical facility. Job completion should be 120 days from written notice to proceed.

An Informal Bid Notification was posted to FPUA.com on October 27, 2022 and was advertised on November 2 and 9, 2022, with responses due November 21, 2022 at 12:00 PM. Six (6) vendors requested specifications with two (2) responding and four (4) no bids. The Facilities and Fleet Superintendent selected The Roof Authority for this job with their low quote.

ALTERNATIVES (IF ANY):

Do not approve and reject all quotes and re-bid Savannah Road Substation Roof Replacement. This option is not recommended due to the effort already expended in an attempt to generate interest among local roofing contractors.

ATTACHMENTS:

Informal Bid Quote Tabulation
FPUA Contract

**FORT PIERCE UTILITIES AUTHORITY
TABULATION OF QUOTES**

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.

RFQ ON:	SAVANNAH ROAD SUBSTATION ROOF REPLACEMENT
RFP NUMBER:	RFQ No. 23-35-004
DATE/TIME:	November 21, 2022 @ 12pm
RECOMMENDED AWARD:	The Roof Authority Inc. Awarded

VENDOR	TOTAL COST
Roof Authority	\$12,000.00
Angler Roofing	\$18,945.00
Leak Busters	N/A
Atlantic Roofing	N/a
All Area Roofing	N/A
J.A. Taylor Roofing	N/A

FORT PIERCE UTILITIES AUTHORITY
CONTRACT FOR
SAVANNAH ROAD SUBSTATION ROOF REPLACEMENT
POA NO. 23-35-004

Contract is made between **Fort Pierce Utilities Authority (FPUA)** and **The Roof Authority, Inc.**, of the City of Fort Pierce, 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: removal of existing roof, and the installation of a new roof in accordance with RFQ 23-35-004, Contractor's proposal (Attachment B) appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract. In the event of a conflict between the terms of this Contract and the terms and conditions of any proposal, quote, statement of work, or purchase order provided by Contractor the terms of this Contract shall take precedence and control.

Section 3

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: Savannah Road Substation, 1000 East Savannah Road, Fort Pierce, Florida 34950.

Section 4

The job upon which Contractor is to perform the services shall be referred to as the Savannah Road Substation Roof Replacement, RFQ 23-35-004 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. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total job price: not to exceed \$13,000.00 (thirteen dollars and no cents) on the terms contained in the Contractor's 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 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 written Notice to Proceed and end on final completion of the work and acceptance by FPUA. This Contract will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

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. **Indemnification.** Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
- B. **Audit Rights.** In accordance with section 2-439 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. **No Assignment or Third-Party Rights.** 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. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- D. **Consequential Damages.** Neither party shall be liable to the other for any incidental, consequential, exemplary, special, or punitive damages, including lost profits, that may arise in connection with this Contract, regardless of the cause of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party was advised of the possibility of such damages in advance.
- E. **Choice of Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.
- F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must

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

- G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the 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.

H. **Public Records.**

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.

- I. **Trade Secret or Confidential Material.** In accordance with Florida Statutes, including 119.01 (Public Records) and 815.045 (Trade Secret Information), if Contractor considers any information related to this Contract or the services to be provided to FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion, objection, or seek an injunction to prevent disclosure of its Confidential Material. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor agrees to protect, defend, and indemnify FPUA and its members and employees from all claims, fines or costs, including attorney's fees, arising from or relating to the designation of Confidential Material.

[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:

THE ROOF AUTHORITY, INC.

BY: 
Signature/Officer of Firm (Manual)

Christopher A. Long
Name (Typed or Printed)

TITLE: President

DATE: 12/19/2022

ATTEST:

Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: 
Fort Pierce Utilities Authority Attorney

ATTACHMENT A
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 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its 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 if required the project engineer) and its board members, officials, officers and employees

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Management

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpu.com

(Rev. 02/2019)

The Roof Authority, Inc.

"Your Quality Leader"

State License # CC C056933
6771 North Old Dixie Highway, Fort Pierce, FL 34946
(772) 468-7870 • Fax (772) 468-2247
www.theroofauthority.com

PROPOSAL

Date: 11/3/22

Submitted to: Fort Pierce Utilities Authority
Attn. to: Eric Winterstein
Savannah road Substation, 1000 East Savannah Road
Fort Pierce, Fl
(772) 466-1600
ewinterstein@fpuu.com

Job Name: 1000 East Savannah Rd. Flat Roof

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all permitting, labor, material, tools, equipment, and the *proper insurance in excess of four million dollars*.

WORK SCOPE: Low Sloped Area approximately 728 square feet

1. Remove the existing roof to the concrete deck. Discard all debris legally off site.
2. Furnish and install Carlisle 115 mil TPO Fleeceback membrane adhered to the concrete substrate.
3. Furnish and install Carlisle 60 mil TPO curb flashing. Same to be completed with a one piece 24 gauge kynar counter flashing metal.
4. Furnish and install 24 gauge kynar painted edge metal. Same to be completed with a continuous 22 gauge galvanized cleat with 6" under plates.
5. Furnish The Roof Authority Five Year Weathertightness Warranty.

QUOTATION for the sum of: **Twelve Thousand Dollars (\$12,000.00)** herein after referred to as the "base price".

Option for your review and consideration:

1. Furnish and install 1/8" Tapered Polyisocyanurate insulation with a SBS 2 Ply Modified Bitumen Roof System. **ADD \$8,500.00** to the base price.
2. Furnish Carlisle Twenty Year No Dollar Limit Warranty. **ADD \$1,400.00** to the base price.

We encourage you to explore the differences between the proposals you receive and cordially invite you to review your project and proposal with us. We would appreciate the opportunity to meet with you, either at your location, or at our facility.

EXCLUSIONS

The Roof Authority, Inc. (“TRA”) specifically excludes the following, disclaims all liability for claims related to the same, and notifies the owner that these items must be addressed by others and will be at owner’s expense:

- Gutters & Downspouts, unless mentioned elsewhere in this proposal.
- Concrete, lightweight, steel, wood, or any other form of deck replacement, other than that specifically noted herein.
- Provisions regarding wind mitigation requirements, if required.
- Mechanical / Electrical / Plumbing / AC Stands & Satellite dishes.
- Removal of more than one roof, or siding, unless specifically stated herein.
- Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- If, the subject property is exposed to windstorms or hurricanes in excess of the designed wind speed, all warranties provided by TRA, if any, shall be deemed null and void. In addition, if Buyer fails to strictly adhere to the payment terms contained in the contract, the warranty shall also be deemed null and void.
- Leaks or other damage caused by:
 - Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes, provided that the damage is not solely the result of the failure of the roof system to meet the designed wind speed.
 - Structural failures such as cracks in decks, driveways, walls, partitions, foundations, windows, stoppage of roof drains or gutters, etc.
 - Changes in original principal usage to which building is put unless approved in advance in writing.
 - Erection or construction of any additional installation on or through the roofing felt after date of completion.
 - Roof or flashing repairs by others; painting or coating without approval.
 - Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond TRA’s control.
 - Dry rot, termites, rodents, or other pests.
 - Penetration of the roofing from beneath by rising nails.
 - Failure of Buyer to maintain the roof system and/or damage caused by foot traffic.
 - Latent manufacturing defects of any roofing or flashing materials that materially affect their performance.
- Sealed Attic Liability Exclusion: Contractor expressly disclaims liability for any issue, claim, cost and/or damage including, without limitation, attorney’s fees, costs and expenses, arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Customer agrees to indemnify, defend and hold harmless Contractor for any and all damages arising out of said condition(s).
- Damage to the building or its contents, roof insulation, roof deck or other base over which roofing felt is applied.

ACTION

It is the Buyer’s responsibility to notify TRA in writing within thirty (30) days of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by TRA under the contract (“Occurrence”). ***Failure of the Buyer to provide written notice of the Occurrence will result in the Buyer waiving all claims that may be brought against TRA because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.*** Upon receiving notice, TRA will inspect the roof, and if the cause of the leak is within the coverage as stated above, the TRA will arrange for repairs to be made at no cost to the Buyer. Other than such warranty(ies) expressly referenced and incorporated herein: ***THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PROVIDED BY TRA.***

UNIT PRICES

- Replacement of plywood decking (if needed) - \$3.50 per square foot (Minimum ½ sheet per location)
- Additional work (if needed), beyond the scope of our contract will be charged at material cost plus 25% and labor rate of \$85.00 per man-hour.

The work will be accomplished and guaranteed in accordance with TRA's Standard General Conditions and Limited Warranty, which are made a part of this Proposal and Agreement, and incorporated herein by reference. **YOUR SIGNATURE BELOW**

ACKNOWLEDGES RECEIPT AND APPROVAL OF THESE DOCUMENTS.

All labor and material necessary to perform the above work will be furnished for the sum of **Twelve Thousand Dollars (\$12,000.00)** (IF TAX EXEMPT, CERTIFICATE REQUIRED UPON EXECUTION OF THIS PROPOSAL AND AGREEMENT), payable at TRA's office in Fort Pierce, Florida, in full, upon completion of the work. If the entire job is not completed within any calendar month, progress payment for all labor and/or materials on the job by the last day of each month are due no later than the tenth (10th) day of the succeeding month until the time final payment, upon completion, is due.

This is a confidential and agreement. Please do not duplicate or share information contained herein.

Prior to initiation of any action, the parties agree to participate, in good faith, in a minimum half-day mediation with a mediator either chosen by agreement between the parties or as assigned by the American Arbitration Association. In the event the dispute is not resolved by mediation, any claim or controversy arising out of or relating to this Agreement or breach thereof, or to any action by an employee or agent of TRA, shall be settled by arbitration in accordance with the Federal Arbitration Act and Construction Industry Arbitration Rules of the American Arbitration Association. However, the arbitrator shall be required to issue written findings of fact and conclusions of law. Moreover, the parties shall split the cost of keeping a written record of all proceedings. The judgment of the Arbitrator may be entered in any court having jurisdiction thereof and shall be final and binding on both parties, except for errors of law, which shall be appealable. The parties agree that all expenses of arbitration or mediation will be shared equally or as awarded by the arbitrator. The successful party shall also be entitled to attorney fees and all costs of litigation.

Due to the extreme price volatility regarding petroleum products, the price quoted in this proposal is valid only for orders placed and paid within the next 30 days. If there is an increase in the price paid by The Roof Authority, Inc. for asphalt, polyisocyanurate, steel or other materials, including transportation charges, the amount of this proposal/contract shall be similarly increased to reflect the increased costs to obtain the materials.

BUYER HEREBY APPROVES AND ACCEPTS THIS PROPOSAL AND AGREEMENT. TOGETHER WITH TRA'S STANDARD GENERAL CONDITIONS AND LIMITED WARRANTY

THE ROOF AUTHORITY, INC.

NAME: Fort Pierce Utilities Authority

BY: [signature shown on the signature page]

DATE: _____

Christopher A. Long, President
Florida License CC C056933



ELASTOFLEX SA V

SELF-ADHERED SBS ROOF MEMBRANE

PRODUCT DESCRIPTION

Elastoflex SA V membrane is a premium, self-adhered elastomeric base ply roofing product, manufactured using patented ADESO® Dual-Compound Self-Adhered Technology, whereby a “true” Styrene-Butadiene-Styrene (SBS) modified asphalt compound is applied on the top layer and an aggressive self-adhesive compound is applied on the bottom layer. Elastoflex SA V membrane is built with a high performance reinforced fiberglass mat to ensure excellent dimensional stability.

Elastoflex SA V membrane is finished with sand or polyolefin film with laylines on the top surface and a split release film on the bottom surface.

TYPICAL APPLICATIONS

- Designed for applications where using a propane torch is undesirable or prohibited
- Applications include new construction, re-roofing, and BUR repair installation
- Base or interply for most multi-ply systems
- Base or interply for self-adhered, hot mopped, torch and cold adhesive systems

FEATURES AND BENEFITS

- Excellent long-term adhesion and application to multiple substrates and base plies
- Exceptional physical properties and long-term weathering performance
- Low temp flexibility, puncture and tear resistant

TECHNICAL DESCRIPTION*

Physical Properties	ASTM Method	ASTM Value
Peak Load @ 23±2°C (73.4±3.6°F), MD and XMD, min, kN/m (lbf/in.)	ASTM D5147	5.3 (30)
Elongation @ 23±2°C (73.4±3.6°F), MD and XMD, min (%)	ASTM D5147	2
Tear Strength @ 23±2°C (73.4±3.6°F), min, N (lbf)	ASTM D5147	156 (35)
Low Temperature Flexibility, max, °C (°F)	ASTM D5147	-18 (0)
Adhesion to Plywood @ 40°F, min, lbf/ft width	ASTM D1970	2.0
Adhesion to Plywood @ 75°F, min, lbf/ft width	ASTM D1970	12.0
Sealability around nail	ASTM D1970	pass
Waterproof integrity after low temp flexibility	ASTM D1970	pass
Waterproof integrity of lap seam	ASTM D1970	pass

*The properties in this table are “as manufactured” unless otherwise noted



PRODUCT DATA**

Coverage (Approx) 200 sq ft (18.6 m²)
 Weight (Approx) 94 lbs (42.6 kg)
 Thickness (Nominal) 80 mils (2.0 mm)
 Roll Size 65'8" x 39 3/8" (20 m x 1 m)
 Rolls/Pallet 25

**All values are nominal at time of manufacturing

APPLICABLE STANDARDS

- ASTM D1970; ASTM D6163
- UL Classified for use in class A, B or C roofs, as listed the latest UL “Roofing Materials and Systems Directory”
- FM Approved
- ICC ESR-2018
- Florida Building Code
- Miami-Dade County Approved
- Texas Department of Insurance



PRODUCT CODES

- EF20SAQ (Film/Rls Film)
- EF20SASQ (Sand/Rls Film)



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Elongation @ 23±2°C (73.4±3.6°F), MD and XMD, min (%)	ASTM D5147	2
Tear Strength @ 23±2°C (73.4±3.6°F), min, N (lbf)	ASTM D5147	156 (35)
Low Temperature Flexibility, max, °C (°F)	ASTM D5147	-18 (0)
Adhesion to Plywood @ 40°F, min, lbf/ft width	ASTM D1970	2.0
Adhesion to Plywood @ 75°F, min, lbf/ft width	ASTM D1970	12.0
Sealability around nail	ASTM D1970	pass
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ELASTOFLEX SA V

SELF-ADHERED SBS ROOF MEMBRANE

APPLICATION INSTRUCTIONS

Elastoflex SA V is intended to be used as a base sheet or interply for new or re-roof applications when applied to acceptable insulations and/or coverboards for commercial and residential structures. Elastoflex SA V may also be applied directly to approved wood deck substrates of non-occupied spaces such as carports, sheds, canopies, etc.

- Apply only when the weather and forecast is dry and the ambient air temperature and substrate is 40°F (5°C) and rising.
- Apply over clean, dry, dust and debris free substrates. Prime concrete decks prior to application with PG 100 Fast-Drying Asphalt Primer.
- When re-roofing, remove all prior roofing materials down to a clean debris free substrate and properly close off all abandoned roof penetrations.
- Concrete or Steel decks shall be designed with proper expansion devices.
- Wood decks shall be properly supported by the structural framing.
- Ensure the installation of Elastoflex SA V does not prevent the ventilation of existing construction
- Do not apply directly to shingles or other granulated surface roof systems.
- While installing Elastoflex SA V:
 1. Start at the low point of the roof.
 2. Unroll the material and allow to relax.
 3. Start by removing the first 18–24" of release film.
 4. Press the membrane into place with firm and even pressure. Roll the edges with a silicone hand roller to ensure complete adhesion.
 5. Gradually remove the remaining release film applying pressure from the center to the edges as you go.
 6. Position successive rolls providing a minimum 6" end lap and 4" side lap. Laps can be sealed for additional water tightness with a hot air welder.
 7. Roll with an 80# split-face linoleum roller. Take care on sloped roofs by securing the roller and applicator with the appropriate safety equipment
- Details and flashing may be installed using Elastoflex SA V with a hot air welder or with PG 500 Cement. Check project details for proper installation requirements.

MANUFACTURING FACILITIES

- Fernley, NV
- Hazleton, PA
- Waco, TX
- Winter Haven, FL

CORPORATE HEADQUARTERS

Polyglass U.S.A., Inc.
1111 West Newport Center Drive
Deerfield Beach, FL 33442
www.polyglass.us

General Line: (888) 410-1375
(954) 233-1330

Customer Service: (800) 222-9782
Technical Service: (866) 802-8017

Questions? technical@polyglass.com

Product Disclaimer: Unless otherwise incorporated into or part of a supplemental manufacturer's warranty, Polyglass warrants its product(s) against manufacturing defects in its product that directly results in leakage for a period of 5 years.

Refer to safety data sheet (SDS) for specific data and handling of our products. All data furnished refers to standard production and is given in good faith within the applicable manufacturing and testing tolerances.

Polyglass U.S.A., Inc., reserves the right to improve and change its products at any time without prior notice. Polyglass U.S.A., Inc. cannot be held responsible for the use of its products under conditions beyond its own control. For most current product data and warranty information, visit www.polyglass.us



ELASTOFLEX SA V

SELF-ADHERED SBS ROOF MEMBRANE

APPLICATION INSTRUCTIONS

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- Apply over clean, dry, dust and debris free substrates. Prime concrete decks prior to application with PG 100 Fast-Drying Asphalt Primer.
- When re-roofing, remove all prior roofing materials down to a clean debris free substrate and properly close off all abandoned roof penetrations.
- Concrete or Steel decks shall be designed with proper expansion devices.
- Wood decks shall be properly supported by the structural framing.
- Ensure the installation of Elastoflex SA V does not prevent the ventilation of existing construction
- Do not apply directly to shingles or other granulated surface roof systems.
- While installing Elastoflex SA V:
 1. Start at the low point of the roof.
 2. Unroll the material and allow to relax.
 3. Start by removing the first 18–24" of release film.
 4. Press the membrane into place with firm and even pressure. Roll the edges with a silicone hand roller to ensure complete adhesion.
 5. Gradually remove the remaining release film applying pressure from the center to the edges as you go.
 6. Position successive rolls providing a minimum 6" end lap and 4" side lap. Laps can be sealed for additional water tightness with a hot air welder.
 7. Roll with an 80# split-face linoleum roller. Take care on sloped roofs by securing the roller and applicator with the appropriate safety equipment
- Details and flashing may be installed using Elastoflex SA V with a hot air welder or with PG 500 Cement. Check project details for proper installation requirements.

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FleeceBACK® TPO

Membranes



Overview

FleeceBACK TPO membranes are manufactured using a hot-melt extrusion process for complete scrim encapsulation. Once the TPO is reinforced and enhanced with fleece, the total sheet thicknesses available are 100-, 115-, and 135-mils, creating a very tough, durable and versatile sheet that is ideal for re-roofing or new construction projects. FleeceBACK TPO sheets are chlorine free and plasticizer free with excellent chemical resistance to acids, bases, restaurant oils, and greases.

All FleeceBACK TPO membranes utilize Octaguard XT™ weathering package technology to withstand extreme durability testing intended to simulate exposure to severe climates. FleeceBACK TPO's advanced polymerization technology combines the flexibility of ethylene-propylene (EP) rubber with the heat weldability of polypropylene.

FleeceBACK TPO membranes are intended to be used with adhered or mechanically fastened roofing systems. FleeceBACK TPO is ideally suited for roof garden and solar panel applications and projects demanding superior wind uplift resistance due to its added toughness and durability. FleeceBACK TPO is also a great solution for buildings requiring low noise and odors during roofing application.

Features and Benefits

- » Choice of white, gray, or tan membranes that are UL Class A rated (Five special colors are available: medium bronze, patina green, rock brown, terra cotta, and slate gray)
- » Superior wind uplift performance and ratings (up to an FM 1-990) due to a mechanical bond between fleece and adhesive
- » 75% fewer seams than Modified Bitumen
- » Wide window of weldability
- » Fleece reinforcement adds toughness, durability, and enhanced puncture resistance
 - 115-mil membrane delivers 33% greater puncture resistance and 33% greater breaking strength than 60-mil TPO
 - Greater puncture resistance than Modified Bitumen
- » Excellent hail damage resistance
 - Passes FM's severe hail test
 - Passes UL-2218 Class 4 rating
 - Passes National Bureau of Standards – 23 Ice Ball test up to 3"-diameter hail with the membrane cooled to 32°F
- » APEEL™ Protective Film application guards the TPO membrane's surface from scuffs and dirt accumulation during installation, improving the roof system's appearance and long-term performance
- » APEEL Protective Film can be left in place for up to 90 days without degrading due to its excellent heat- and UV-resistance



Productivity Boosting Features and Benefits:

Optional APEEL Protective Film

Carlisle's FleeceBACK TPO membrane is available with an optional APEEL Protective Film, saving time and labor by eliminating the need for roof cleaning upon project completion. Carlisle's innovative APEEL Protective Film can be left in place for up to 90 days without affecting the integrity of the film, guarding the TPO membrane's surface from scuffs and dirt accumulation during installation. Durable and easy to remove, APEEL Protective Film improves aesthetics and long-term reflectivity and is ideal for re-roofing, re-cover, and new construction projects.



FleeceBACK TPO

Membranes



An Ideal Re-Roofing Solution

Convenience: No VOCs, low odor, low noise, and speed of speed of application minimizes occupied building disruptions

Value: Reduces recovery applications costs up with to 53%

Performance: Increased hail, puncture, and tear resistance

- » Up to 3" hail protection
- » Up to 33% great puncture resistance than 60-mil TPO

Installation

Adhered Roofing System

Insulation is mechanically fastened or adhered. Spray-apply, splatter, or extrude Flexible FAST™ Adhesive to the substrate and allow foam to “string/body” approx 1–2 minutes prior to setting FleeceBACK TPO into the Flexible FAST Adhesive. Roll FleeceBACK TPO membrane with a 30"-wide, 150-pound weighted roller to ensure full embedment. Splices are hot-air welded. End laps are butted and sealed with reinforced membrane or a head sheet may be utilized.

Review Carlisle specifications and details for complete installation information, including mechanically fastened options.

Precautions

- » Use proper stacking procedures to ensure sufficient stability.
- » Exercise caution when walking on wet membrane.
- » UV-resistant sunglasses are required when working with FleeceBACK TPO membranes.
- » White surfaces reflect heat and may become slippery due to frost and ice accumulation.
- » Care must be exercised when working close to a roof edge when the surrounding area is snow covered.
- » FleeceBACK TPO membrane rolls must be tarped and elevated to keep dry prior to installation. If the fleece gets wet, use a wet vac system to help remove moisture from the fleece. **DO NOT INSTALL MEMBRANE IF FLEECE IS WET.**
- » FleeceBACK TPO membrane exposed to the weather must be prepared with Weathered Membrane Cleaner prior to hot-air welding.

Supplemental Approvals, Statements and Characteristics:

1. FleeceBACK TPO meets or exceeds the requirements of ASTM D6878 Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing
2. Radiative Properties for ENERGY STAR, Cool Roof Rating Council (CRRC) and LEED.
3. FleeceBACK TPO membranes conform to requirements of the US E.P.A. Toxic Leachate Test (40 CFR part 136) performed by an independent analytical laboratory.
4. FleeceBACK TPO was tested for dynamic puncture resistance per ASTM D5635-04 using the most recently modified impact head. 100-mil was watertight after an impact energy of 20 joules, 115-mil was watertight after 25 joules, and 135-mil was watertight after 32.5 joules.
5. NSF-P151 Certification for rainwater catchment system components.
 - Plant 91/White Only

LEED® Information

Pre-consumer Recycled Content	10%
Post-consumer Recycled Content	0%
Manufacturing Location	Senatobia, MS Tooele, UT
Solar Reflectance Index	White: 99 Gray: 53 Tan: 86

Radiative Properties for ENERGY STAR®, Cool Roof Rating Council (CRRC) and LEED

Physical Property	Test Method	White	Gray	Tan
ENERGY STAR – Initial solar reflectance	Solar Spectrum Reflectometer	0.79	N/A	0.71
ENERGY STAR – Solar reflectance after 3 years	Solar Spectrum Reflectometer (uncleaned)	0.70	N/A	0.64
CRRC – Initial solar reflectance	ASTM C1549	0.79	0.46	0.71
CRRC – Solar reflectance after 3 years	ASTM C1549 (uncleaned)	0.70	0.43	0.64
CRRC – Initial thermal emittance	ASTM C1371	0.90	0.89	0.86
CRRC – Initial thermal emittance after 3 years	ASTM C1371 (uncleaned)	0.86	0.88	0.87
LEED – Thermal emittance	C1371	0.90	0.85	0.86
Solar Reflectance Index (SRI) – Initial	ASTM E1980	99	53	86
Solar Reflectance Index (SRI) – Aged 3 Years	ASTM E1980	85	48	77

Carlisle Extreme Testing – Heat Aging

	ASTM Requirement	FleeceBACK TPO Requirement
ASTM Test	240°F	32 weeks*
		>128 weeks

*Comparable to 3,120 weeks (6 years) at 185°F for 8 hrs/day.

Heat Aging accelerates the oxidation rate that roughly doubles for each 18°F (10°C) increase in roof membrane temperature. Oxidation (reaction with oxygen) is one of the primary chemical degradation mechanisms of roofing materials.

Carlisle Extreme Testing – Environmental Cycling

–10 days heat aging at 240°F (116°C) followed by 5 days water immersion at 158°F (70°C)

Followed by 5,040 kJ/m² (2000 hrs. at 0.70 W/m² irradiance) xenon-arc exposure

Environmental Cycling subjects the membrane to repeated cycles of heat aging, hot-water immersion followed by xenon-arc exposure.

Carlisle Testing – Q-Trac

	ASTM D6878 Requirement	Sure-Weld Requirement
ASTM TEST N/A	N/A	Equivalent of 40 years of exposure

Radiative Properties (Initial) for Special Colors

	Reflectance	Emittance	SRI
Medium Bronze	0.28	0.86	29
Rock Brown	0.25	0.87	26
Slate Gray	0.38	0.87	42
Terra Cotta	0.25	0.86	25
Patina Green	0.25	0.88	25

Solar Reflectance Index (SRI) is calculated per ASTM E1980. The SRI is a measure of the roof's ability to reject solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is 0 and a standard white (reflectance 0.80, emittance 0.90) is 100. Materials with the highest SRI values are the coolest choices for roofing. Due to the way SRI is defined, particularly hot materials can even take slightly negative values and particularly cool materials can even exceed 100.

*ENERGY STAR recommends that using the Roof Savings Calculator (rsc.ornl.gov), which factors in both heating and cooling costs, to determine whether a cool roof will be an energy efficient choice for your geographic climate and building type.

EXTREME Testing for Severe Climates

ASTM Standard D6878 is the material specification for Thermoplastic Polyolefin-Based Sheet Roofing. It covers material property requirements for TPO roof sheeting and includes initial and aged properties after heat and xenon-arc exposure. As stated in the scope of the standard, “the tests and property limits used to characterize the sheet are values intended to ensure minimum quality for the intended purpose.” Carlisle’s goal is to produce TPO that delivers maximum performance for the intended purpose of roofing membranes. Maximum performance requires the membrane to far exceed the requirements of ASTM D6878.

Heat Aging accelerates the oxidation rate that roughly doubles for each 18°F (10°C) increase in roof membrane temperature. Oxidation (reaction with oxygen) is one of the primary chemical degradation mechanisms of roofing materials.

Q-Trac testing combines accelerated weathering with real-world conditions using an array of ten mirrors to reflect and concentrate full spectrum sunlight onto membrane test specimens. The Q-Trac device automatically tracks the sun’s path from morning to night. Also, it adjusts to compensate for seasonal changes in the sun’s altitude. Eight years in Q-Trac testing is equal to 40 years of real-world exposure. Carlisle requires its Sure-Weld TPO membranes to pass the equivalent of 40 years of exposure in the Q-Trac.

FleeceBACK TPO

Membranes

Typical Properties and Characteristics

Physical Property	Test Method	SPEC. (Min.)	FleeceBACK TPO Typicals
Tolerance on Nominal Thickness, %	ASTM D751	±10	±10
Thickness over Fleece, min			
100-mil (2.54 mm)	—	—	.045 (1.14)
115-mil (2.92 mm)	—	—	.060 (1.52)
135-mil (3.43 mm)	—	—	.080 (2.03)
Weight, lbm/ft ²			
100-mil	—	—	0.27
115-mil	—	—	0.33
135-mil	—	—	0.46
Breaking Strength, min, lbf (kN)	ASTM D751 Grab Method	220 (1)	
100-mil			375 (1.7)
115-mil			450 (2)
135-mil			500 (2.2)
Elongation at break of internal fabric, %	ASTM D751	15	25
Tearing Strength, min, lbf (N)	ASTM D751 B Tongue Tear	55 (245)	100 (445)
Puncture Resistance, Joules	ASTM D5635		
100-mil		—	20
115-mil		—	25
135-mil		—	32.5
Puncture Resistance, lbf	FTM 101C Method 2031	350	450
100-mil		400	525
115-mil		425	600
135-mil			
Brittleness point, max, °F (°C)	ASTM D2137	-40 (-40)	-50 (-46)
Linear Dimensional Change, %	ASTM D1204	± 1 max	-0.2 typical
Field Seam Strength, lbf/in. (kN/m)	ASTM D1876		
ASTM D1876 tested in peel			
100-mil		25 (4.4)	50 (8.8)
115-mil		25 (4.4)	60 (10.5)
135-mil		40 (7.0)	70 (12.3)
Water Vapor Permeance, perms	ASTM E96 Proc B	—	0.10 max 0.05 typical
Resistance to Microbial Surface Growth, Rating (1 is very poor, 10 is no growth)	ASTM D3274	—	9-10 typical
Properties after heat aging— ASTM D573, 670 hrs. at 240 °F	ASTM D573		
Breaking strength, % retained		—	90 min
Elongation reinf. % retained		—	90 min
Tearing Strength, % retained		—	60 min
Weight Change, %		—	± 1.0 max
Ozone Resistance 100 pphm, 168 hours	ASTM D1149	No cracks	No cracks
Resistance to Water Absorption After 7 days immersion @ 158°F (70°C) Change in mass, max, % (one side)	ASTM D471	± 3.0	0.90
Resistance to Outdoor (Ultraviolet) Weathering Xenon-Arc, total radiant exposure at 0.70 W/m ² irradiance, 80°C black panel temp.	ASTM G155	No cracks No loss of breaking or tearing strength	No cracks No loss of breaking or tearing strength
100-mil			17,640 kJ/m ²
115-mil			20,160 kJ/m ²
135-mil			27,720 kJ/m ²



InsulBase® Tapered POLYISO Insulation



Overview

InsulBase Tapered is a sloped rigid roof insulation panel composed of a closed cell polyisocyanurate foam core bonded to glass reinforced felt (GRF) facers.

Features and Benefits

- » InsulBase tapered polyiso insulation provides the highest R-value per inch of commercially available insulation products.
- » Environmentally friendly construction with 0% ozone depleting components and CFC free.
- » Approved for direct application to steel decks.

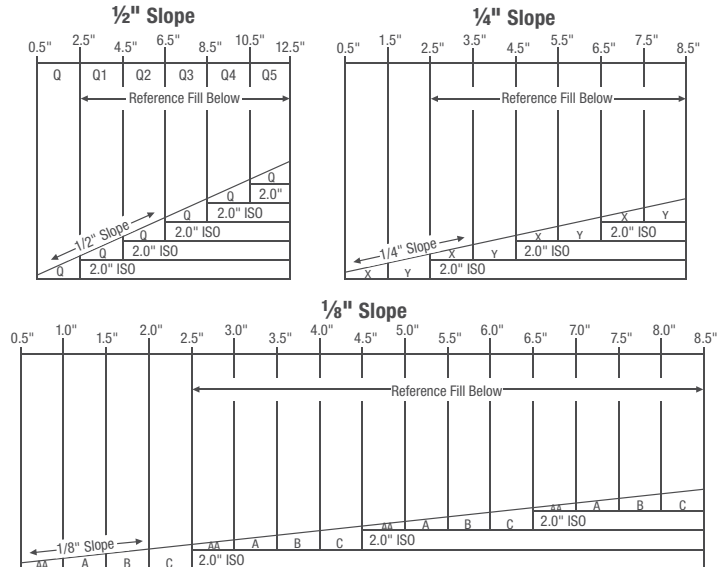
Panel Characteristics

- » Available in 4' x 4' (1220 mm x 1220 mm) in thickness of 1/2" (12 mm) minimum to 4.5" (115 mm) maximum
- » Available slopes are 1/16" (2 mm), 1/8" (3 mm), 3/16" (5 mm), 1/4" (6 mm), 3/8" (10 mm) and 1/2" (12 mm) per foot

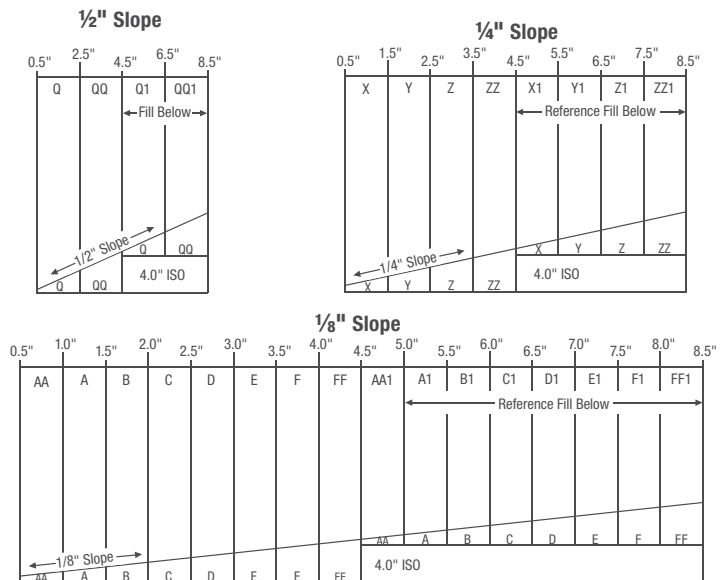
Applications

- » Single-Ply Roof Systems (Ballasted, Mechanically Attached, Fully Adhered)

Standard Panel Profiles



Extended Panel Profiles



InsulBase Tapered POLYISO

Insulation

Installation

Ballasted Single-Ply Systems

Each InsulBase Tapered panel is loosely laid on the roof deck. Butt edges and stagger joints of adjacent panels. Install the roof membrane according to Carlisle's specifications.

Mechanically Attached & Adhered Single-Ply Systems

Secure each InsulBase Tapered panel to the roof deck with Carlisle's Flexible FAST adhesive or the appropriate plate and fastener. Butt edges and stagger joints of adjacent panels. Install the roof membrane according to Carlisle's specifications.

Review Carlisle specifications and details for complete installation information.

Codes and Compliances

- » ASTM C1289, Type II, Class 1, Grade 2 (20 psi), Grade 3 (25 psi)
- » International Building Code (IBC) Section 2603
- » UL Standard 790, 263 and 1256: Component of Class A Roof Systems (refer to UL Roof Materials' system director)
- » CAN/ULC S704, Type 2 & 3, Class 2
- » Third-party certification with the PIMA Quality Mark for Long-Term Thermal Resistance (LTTR) values
- » FM® Standards 4450/4470: Class 1 approval for steel roof-deck constructions (refer to FM RoofNavSM)
- » FLORIDA BUILDING CODE APPROVAL FL#1296
- » MIAMI-DADE COUNTY, FLORIDA NOA NO: 04-1018.01

Precautions

Insulation must be protected from open flame and kept dry at all times. Install only as much insulation as can be covered the same day by completed roof covering material. Protect installed product from excessive foot traffic. Carlisle will not be responsible for specific building and roof design by others, for deficiencies in construction or workmanship, for dangerous conditions on the job site or for improper storage and handling. Technical specifications shown in this literature are intended to be used as general guidelines only and are subject to change without notice. Call Carlisle for more specific details, or refer to PIMA Technical Bulletin No. 109: Storage & Handling Recommendations for Polyiso Roof Insulation.

Typical Properties and Characteristics

Physical Property	Test Method	Value
Compressive Strength	ASTM D1621 ASTM 1289	20 psi* minimum (138 kPa, Grade 2)
Dimensional Stability	ASTM D2126	2% linear change (7 days)
Moisture Vapor Transmission	ASTM E96 12.10	<1 perm (57.5 ng/(Pa•s•m ²))
Water Absorption	ASTM C209	<1% volume
Service Temperature		-100°F to 250°F (-73°C to 122°C)

Typical properties and characteristics are based on samples tested and are not guaranteed for all samples of this product. This data and information is intended as a guide and does not reflect the specification range for any particular property of this product.

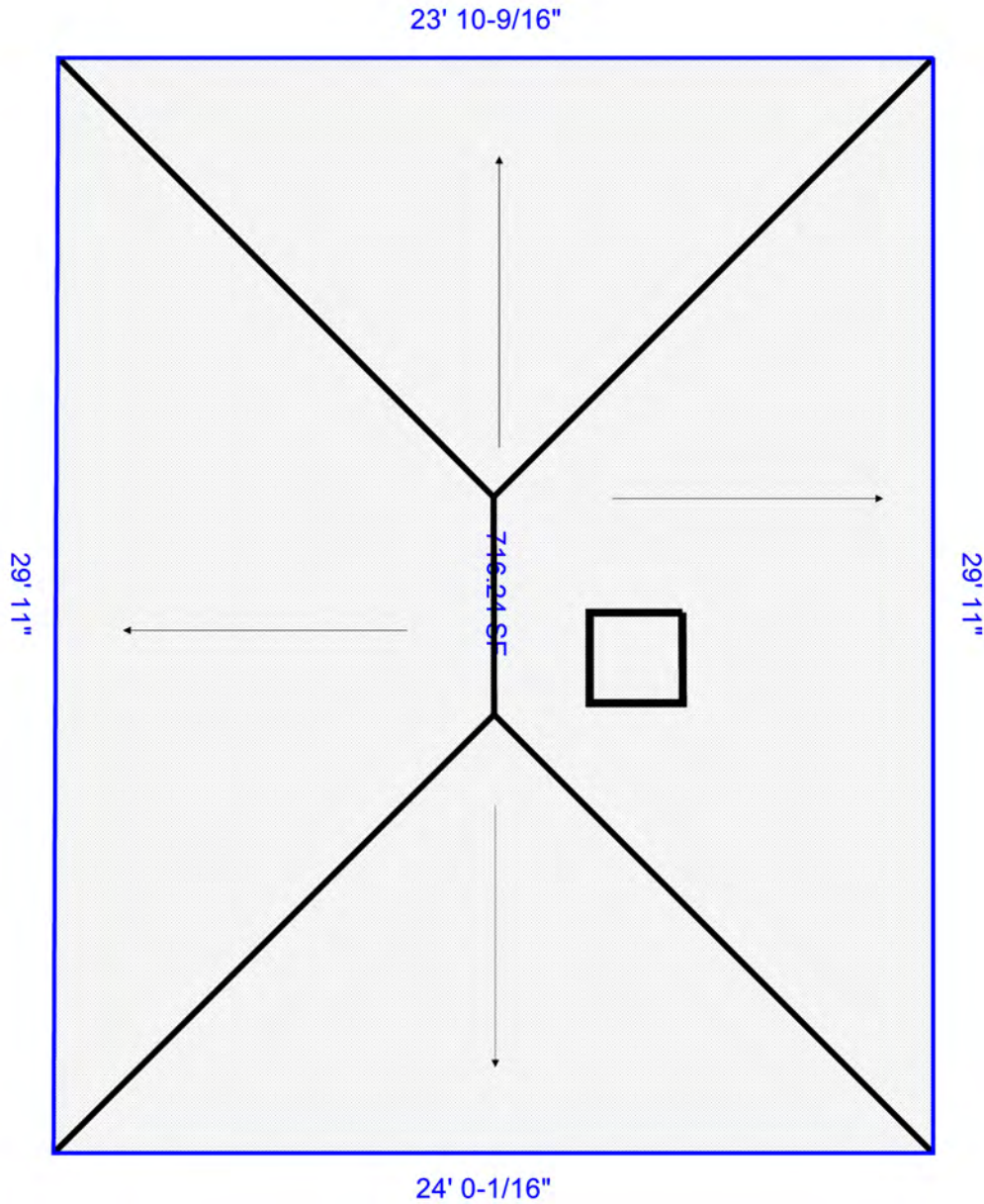


Foamed plastic as roof deck construction material with resistance to an internal fire exposure only for use in construction no.(s) 120 and 123. See UL Directory of Products Certified for Canada and UL Roofing Materials and Systems Directory. 99DL.



Section: Section 1

Page: 1/8" Tapered Mod Bit



Legend	Pitch	Description	SF	LF	EA
		Measurable General Conditions	716.24	107.72	4.00
		Roof Tear Off	716.24	107.72	4.00
		1/8" Tapered Iso/2 Ply SBS	716.24	107.72	4.00
	.25/12	drawing line	0.00	73.72	5.00
		Gravel Stop Stripping	0.00	107.72	4.00
		Curb Flashing	0.00	10.01	4.00



The Roof Authority, Inc.

"Your Quality Leader"

State License # CC C056933
6771 North Old Dixie Highway, Fort Pierce, FL 34946
(772) 468-7870 • Fax (772) 468-2247
www.theroofauthority.com

SAMPLE

WATERTIGHT ROOFING SYSTEM WARRANTY

OWNERS NAME:

OWNERS ADDRESS:

COMPLETION DATE:

THE ROOF AUTHORITY, INC., a Florida Corporation, Warranties to the Owner, that for a period of _____ () **Years** from its completion date, The Roof Authority, Inc., will at its expense, up to original cost of installation of the Roofing System, repair or cause to be repaired the Roofing System described in this Warranty to the extent necessary to return the Roofing System to a watertight condition.

COVERAGE:

During this Warranty term, The Roof Authority, Inc., will take appropriate action to repair leaks which may occur through the Roofing System attributable to ordinary wear and tear of the Roofing System or which may be required because of workmanship deficiencies in its application.

WHAT TO DO IF YOUR ROOF LEAKS:

In the event any leak should occur through the Roofing System.

1. Building Owner must notify the corporate office of The Roof Authority, Inc., in writing within thirty (30) days after discovery of any leak.
2. In response to this notification, The Roof Authority, Inc., will arrange inspection of the roof and
 - (i) If the leaks are the responsibility of The Roof Authority, Inc., under this warranty, (see limitations), The Roof Authority, Inc., will take the appropriate action to return the Roofing System to a watertight condition and absorb any cost of this action, or
 - (ii) If the leaks are not the responsibility of The Roof Authority, Inc., under this warranty, its representatives will advise Building Owner of the type and/or extent of repairs required to be made at the Building Owner's expense which, of the Building Owner properly makes, will permit this warranty to remain in effect for the un-expired portion of its term. Failure to make these repairs in a reasonable fashion will void any further obligation of The Roof Authority, Inc., under this warranty.
3. In the event an emergency exists which requires immediate repair to avoid substantial damage to the building or its contents, the Building Owner may make essential temporary repairs.

LIMITATIONS:

THIS WARRANTY IS NOT A MAINTENANCE AGREEMENT OR AN INSURANCE POLICY. It does not obligate The Roof Authority, Inc., to repair the Roofing System for leaks resulting from (a) natural disasters including, but not limited to: lightning, windstorm, hailstorm, hurricanes, tornadoes, high wind and gales, (b) misuse, neglect, abuse, materials supplied or installed by others, exposure to damaging substances such as oil, solvents, etc., or unauthorized alterations of the Roofing System or the building's usage, (c) failure or its substrate, or, (d) improper drainage, (e) lack of recommended maintenance. The Roof Authority, Inc., shall have no obligation under this Warranty until all bills for installation, service, and materials have been paid in full to The Roof Authority, Inc. The Owner will, at his expense, initiate an ongoing maintenance program, to include annual inspections of the Roofing System and the proper maintenance of pitch pans, roof drains, and other miscellaneous items necessary to maintain the serviceability of the Roofing System. If this Roofing System is covered under a manufacturer's Warranty/Guarantee, The Roof Authority, Inc's, liability under this Warranty is second to the Manufacturer's liability under its Warranty/Guarantee. This Warranty shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by The Roof Authority, Inc. (f) If disputed, a binding arbitration will be scheduled in St. Lucie County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ROOF AUTHORITY, INC., DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY. THE ROOF AUTHORITY, INC., EXCLUSIVE RESPONSIBILITY AND LIABILITY UNDER THIS WARRANTY IS TO MAKE REPAIRS THAT MAY BE NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS WHICH ARE THE ROOF AUTHORITY INC., RESPONSIBILITY UNDER THIS WARRANTY. THE ROOF AUTHORITY INC., WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. THE ROOF AUTHORITY, INC., SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY, INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR PURPOSE.

NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR MODIFY THE PROVISIONS OF THIS WARRANTY OTHER THAN A CORPORATE OFFICER OF THE ROOF AUTHORITY, INC. - LOCATED AT THE ROOF AUTHORITY, INC. HEADQUARTERS IN FORT PIERCE, FLORIDA.

Because The Roof Authority, Inc., does not practice Engineering or Architecture, neither the issuance of this Warranty or any review of the Building's construction or inspection of the roof plans (or the Building's roof deck) by The Roof Authority, Inc., representatives shall constitute any warranty buy The Roof Authority, Inc., of such plans, specifications and construction or in any way constitute an extension of the terms and conditions of this Warranty.

THIS WARRANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, THE ROOF AUTHORITY, INC., has caused this Warranty to be duly executed and issues to cover the Roofing System described in this Warranty.

THE ROOF AUTHORITY, INC.
6771 North Old Dixie Highway
Fort Pierce, FL 34946
(772) 468-7870

OWNER:

***NOT VALID UNLESS COUNTERSIGNED BY THE OWNER AND COPY RETURNED TO THE ROOF AUTHORITY, INC., WITHIN 30 DAYS OF RECEIPT.**

The Roof Authority, Inc.

“Committed to Quality”



Sea Cove
South Beach, Vero Beach, FL

Company Introduction

The Roof Authority, Inc., is your quality leader for all your roofing needs. Whether it be commercial or residential, needing a repair or maintenance, we do it all. We provide a top-quality service, no matter the job. The Roof Authority does not settle for anything but the best, and we do not expect our customers to be any different. This is why we take such pride in the work we do.

Established in 1993 by Christopher Sr. and Loretta Long, *The Roof Authority* is a fully licensed, insured, and bonded State Certified Roofing Contractor. Chris and Loretta are local residents who raised their three children in Vero Beach and take pride calling the Treasure Coast home.

Most of the Roof Authority's business is centralized along Florida's Treasure Coast and outlying communities, ranging north to Jacksonville and south to Miami. An integral part of every project begins with an appointed, experienced, on-site supervisor, who oversees the daily operation of each project and keeps the job running smoothly and on track.

We take pride in offering a superior quality of work, which is the key to our successful foundation. Our craftsmanship is fully guaranteed. Our workforce has been assembled with a blend of well-rounded knowledge and hands-on experience. All employees adhere to a strict set of rules concerning proper dress code, instructions on safe handling of hazardous materials, safe equipment operation, and a commitment to a drug-free workplace. Our employees attend weekly safety meetings to ensure continued safety awareness and education.

Our mission is to provide a top-quality service through our workmanship and provide the highest level of products to guarantee customer satisfaction. We take pride in consistently conducting ourselves professionally to earn the confidence of those we serve. We strive to create a company environment that encourages communication and focuses on safety. The Roof Authority does the job the right way, not the easy way. This comes from our extensive experience in the roofing industry. We want our customers to know and trust that their roof is in good hands.

What sets us apart from our competition...

In-House Crane Service

- 2019 Guiffre 28-ton crane with an ability to do a 14-story building
- NCCI certified crane operator all work is performed according to OSHA safety standards



In-House Dumpster Services

- 20-yard dumpsters
- This helps us serve our projects seamlessly



Computerized Sheet Metal Fabrication Services

- Schectl Max break and shear
- We make all types of architectural sheet metal including chimney caps, AC Line Jacks, specialty Box gutters and downpipes



If you are interested in any of these services, please contact us at 772-468-7870 or email info@theroofauthority.com

Project Gallery



Vero Beach, FL



Vero Beach, FL



Vero Beach, FL



Fort Pierce, FL



Vero Beach, FL



Vero Beach, FL

Successfully Completed Projects

Institutional

Martin County High School, Stuart, FL
Dodgertown Elementary, Vero Beach, FL
St. Edwards School, Vero Beach, FL
Sebastian River High School, Sebastian, FL
Vero Beach Museum of Art, Vero Beach, FL
Vero Beach High School, Vero Beach, FL
Liberty Magnet School, Vero Beach, FL
Treasure Coast Elementary, Vero Beach, FL
Riverside Theater, Vero Beach, FL
Sunrise Theater, Fort Pierce, FL
Maltz Jupiter Theater, Jupiter, FL
Disney Cruise Terminal 8, Port Canaveral, FL
North County Water Treatment Plant, Indian River County, Vero Beach, FL
CROC Building, Palm Beach County, West Palm Beach
Dan McCarty Middle School, Fort Pierce, FL
Stuart Middle School, Stuart, FL



Disney Cruise Terminal 8, Port Canaveral, FL

Condominium

Victoria Condominiums, Vero Beach, FL
The Lakes at Point West, Vero Beach, FL
Seawinds Condominiums, Jensen Beach, FL
Ocean Harbor Condominiums, North Hutchinson Island, FL
Visions Condominium, Fort Pierce, FL
Barclay Beach Club, North Hutchinson Island, FL
Monterey Yacht & Country Club, Stuart, FL
Atlantic View Condominium, Fort Pierce, FL
Seabreeze Condominium, Fort Pierce, FL
Seaward Condominium, Fort Pierce, FL
Sea Oaks Tennis Club, Vero Beach, FL
Seacove Condominiums, Vero Beach, FL
Tiara Condominiums, Fort Peirce, FL
Monterey Yacht & Country Club, Stuart, FL



Atlantic View & Seabreeze
Condominiums, Fort Pierce, FL

Commercial

Natalie's Orchid Island Juice Co., Fort Pierce, FL
Brennity at Tradition, Port St. Lucie, FL
Transocean Office Center, Vero Beach, FL
Deep Six Dive Shop, Vero Beach, FL
Parc 24 Office Complex, Vero Beach, FL
The Allied Building, Vero Beach, FL
Big Lots & Retail Center, Vero Beach, FL
Vero Beach Ag Building, Vero Beach, FL
Digital Domain, Port St. Lucie, FL
Palm Beach State Attorney Bldg., Palm Beach, FL
Merritt Square Mall, Merritt Island, FL



Ocean Harbor, Hutchinson Island, FL

References

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Siaz Anselmo
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License & Insurance



Ron DeSantis, Governor

Halsey Beshars, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD


THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LONG, CHRISTOPHER ANTHONY
 THE ROOF AUTHORITY INC
 5771 N OLD DIXIE HWY
 FORT PIERCE FL 34946

LICENSE NUMBER: C00056933
EXPIRATION DATE: AUGUST 31, 2022
 Always verify licenses online at MyFloridaLicense.com



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank E. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Bayside Beach FL 33061	CONTACT NAME PHONE (954) 943-5050 FAX (954) 943-5010 EMAIL Jhasee@furmaninsurance.com	INSURER'S AFFORDING COVERAGE NAIC #
INSURED The Roof Authority, Inc. 6771 North Old Dixie Hwy Ft Pierce FL 34946	INSURER A: Obidian Specialty Insurance Company 16871 INSURER B: Old Dominion Insurance Company 16031 INSURER C: National Union Fire Ins Co of Pittsburgh 19445 INSURER D: TRSA INSURER E: American Cas Co of Reading PA 20427 INSURER F: Progressive Express Insurance Co 10193	

CERTIFICATE NUMBER: 2022 Master no forms REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURANCE NUMBER	POLICY PERIOD	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MAJOR <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> RET <input type="checkbox"/> LOC OTHER:	99050000003100	1/1/2002	1/1/2023	EACH OCCURRENCE TOWNSHIP TO TOWNSHIP PERSONAL & ADV INJURY MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
B AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTO <input checked="" type="checkbox"/> HIRE/AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO <input checked="" type="checkbox"/> NONOWNED AUTO <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$	939345A	1/21/2002	1/21/2023	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
C UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$	88 56489855	1/1/2002	1/1/2023	EACH OCCURRENCE AGGREGATE	\$ 2,000,000 \$ 2,000,000
D WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in FL) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	970-040104	1/1/2002	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER EA	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
E Installation Floater Automobile	6079975094 09660142-5	1/1/2002	1/1/2023	Per Installation Limit \$2,000 Ded Combined Single Limit	100,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)
 GS: CG 20 01 04/13 PNC; CG 20 10 04/13 AI Ongoing Ops; CG 20 37 04/13 AI Completed Ops; CG 24 04 05/09
 WOS: CG 25 03 05/09 Per Project Agt; XE: Follows form over GS, AI, AUTO; Commercial Auto Elite Plus Endt
 64-1290PZ 10/18 AI, PNC, WOS. WC: Individual WOS and COIs must go to PSEA.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dirk DePong/EF

ACORD 25 (2014/01)
 INS025 (2014/01)

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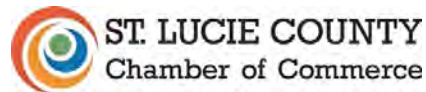
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The Roof Authority is proud to be family owned and operated.

We are affiliated with the following organizations:

- N.R.C.A
- F.R.S.A (Florida Roofing & Sheet Metal Association)
- Indian River County Chamber of Commerce
- St. Lucie Chamber of Commerce
- Better Business Bureau



Thank you for allowing us the opportunity to work with you.
Committed to Quality Since 1993.