

**INTERLOCAL AGREEMENT
BY AND BETWEEN
NASSAU COUNTY,
FLORIDA
AND THE FLORIDA GOVERNMENTAL UTILITY
AUTHORITY RELATING TO THE PROVISION OF UTILITY
MANAGEMENT, OPERATIONS AND MAINTENANCE
SERVICES
TO THE NASSAU COUNTY AMELIA UTILITY (NAU) WATER AND
WASTEWATER UTILITY SYSTEM**

THIS INTERLOCAL AGREEMENT, dated as of this the 14th day of September 2020 (the "Utility Management Services Interlocal Agreement"), entered into by and between the **FLORIDA GOVERNMENTAL UTILITY AUTHORITY**, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes (the "FGUA"), and **NASSAU COUNTY, FLORIDA**, a Florida county governmental entity (the "County") each constituting a "Public Agency" under Part I of Chapter 163, Florida Statutes (the "Interlocal Act").

RECITALS

WHEREAS, Nassau County (the "County") currently provides water and wastewater utility services to its citizens through its Nassau Amelia Utility ("NAU"); and

WHEREAS, Nassau County has previously been a member government of the FGUA and has been utilizing its services for utility management, capital program management, grant administration and acquisition evaluation services during the current fiscal year, and is familiar with its unique capabilities; and

WHEREAS, the County and FGUA entered into a one year Interlocal Agreement for utility management services approved October 20, 2019 and the County and its utility customers have benefited significantly from the utility management support services provided by the FGUA; and

WHEREAS, the County wishes to have the FGUA continue providing these services on a longer term basis and now desires to enter into and execute this Utility Management Services Interlocal Agreement setting forth the terms and provisions under which the FGUA may provide continued utility services to the County ; and

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, it is mutually agreed and understood by the County and the FGUA as follows:

Section 1 - Incorporation

- (A) The above Recitals are true and correct and are incorporated herein.
- (B) The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

Any headings preceding the texts of the several Articles, Sections, Appendices, or Exhibits in this Utility

Management Services Interlocal Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Utility Management Services Interlocal Agreement nor affect its meaning, construction or effect.

Section 2 - Provision of Utility Services

The FGUA will provide the Utility Services as described in Appendix A attached hereto and incorporated herein and upon the terms and conditions outlined in this Utility Management Services Interlocal Agreement, commencing upon the date outlined in Section 9. It is expressly understood that the FGUA will perform such services using contract providers.

Section 3 - Vehicles, Personnel, Office Space, Equipment and Supplies

For the duration of this Utility Management Services Interlocal Agreement, the County will make available to the FGUA and its operations subcontractor, certain ~~specific~~ personnel, vehicles, equipment, office space, technology and supplies owned by the County and utilized in the operation of the County's water and sewer utility system as reflected in Appendix A and Appendix B. To carry out the activities and responsibilities of the FGUA, the County shall allow the FGUA to utilize the FGUA Procurement Policies and Procedures.

Section 4 - Renewal and Replacement

The County hereby authorizes and will provide funding to the FGUA on a monthly reimbursement basis to carry out renewal and replacement (R&R) activities, as identified in Appendix A, and B and C attached hereto and incorporated herein to the extent allowable within the county's utility budget as may be amended from time to time. The County shall allow the FGUA to utilize FGUA Procurement Policies and Procedures to carry out these activities and shall advance to the FGUA the value of one-twelfth of the annual R&R budget, as may be amended for cash flow purposes subject to reimbursement documentation for initial and following months. Any renewal and replacement requirements in excess of the funds budgeted shall remain the responsibility of the County and not be a responsibility of the FGUA however additional work may be performed by the FGUA upon authorization and funding by the county.

Section 5 - Fee for Services

In recognition for the Utility Services to be provided to the County as described in Appendix A, the County shall compensate the FGUA according to the Compensation Schedule outlined in Appendix B and first year Budget outlined in Appendix C attached hereto and incorporated herein. County shall also compensate FGUA for minor renewal and replacement activities monthly for those activities as identified in Appendix A and Appendix B attached hereto.

Section 6 - Invoicing and Prompt Payment

(A) FGUA invoices shall be submitted monthly, and shall be submitted to: Megan Diehl, Director of Office of Management and Budget
96135 Nassau Place, Suite 2, Yulee, Florida 32097

(B) The County shall pay the FGUA the fee for services and R&R reimbursement pursuant to this Utility Management Services Interlocal Agreement consistent with the Florida Prompt Payment Act.

Section 7 – Contract Staffing

Unless otherwise provided for in this agreement the FGUA and its contractor shall provide NAU with all staffing on a full-time equivalent (FTE) basis for the positions identified as such on the organization chart reflected in Appendix A. Upon the effective date of this agreement, the County has designated two (2) employees to remain as assigned county employees to the NAU for purposes of retaining public employment pay and/or benefits. The county employees occupying the positions in the NAU during the term of this agreement shall be subject to the control and supervision of the assigned FGUA Utility Manager. FGUA shall make employee duty assignments in accordance with established job descriptions, adopted work rules, and generally accepted utility practices. Failure of the county employees to follow schedules and directives of the FGUA Utility Manager shall result in the employees being reassigned out of the utility by the County Manager and replaced with FGUA contract personnel. Any disciplinary actions, records of counselling, or proceedings necessary for the County employees, as a result of any actions of the County employees working with FGUA and its operations contractor, shall follow and utilize the employment disciplinary procedures of Nassau County as established by its employee or personnel relations office, adopted by the County Commission, any collective bargaining agreements or other procedures as may apply to the County employee. Upon departure of the county employees from an assigned NAU position, such position shall be replaced with an FGUA contractor employee.

Section 8 – Payment of County Employee Salaries and Benefits

The County shall remain responsible for the payment for the salaries, benefits, insurance, contributions for retirement benefits and any and all other compensation due and owing to the County employees working with FGUA and the operations contractor as provided in Appendix A and Section 7 of this interlocal agreement. County, as employer, shall be responsible for compliance and the payment of all fees and taxes associated with the County employees and employee benefits under state and federal law, including but not limited to Federal income tax, state taxes, if any, social security withholding tax, Medicare taxes, compliance with BRISA, compliance with the Affordable Healthcare Act, reemployment assistance taxes, overtime and employment laws, OSHA, or any other required employment rules and regulations.

County shall also remain the designated general employer for purposes of workers compensation and retirement system of the County employee and agrees that FGUA and County will settle all issues and workplace claims as provided in Section 13 of this interlocal agreement.

Section 9 - Term and Termination

- (A) The term of this Utility Management Services Interlocal Agreement shall begin on October 1, 2020 and shall remain in effect for five (5) years, or until terminated according to the provisions of Section 9(B) hereof. This Utility Management Services Interlocal Agreement may be renewed for an additional five-year term as mutually agreed upon by the parties.
- (B) This Utility Management Services Interlocal Agreement may be terminated by either party by providing written notice to the other party at least sixty (120) days prior to the termination date. In the event of termination, the County shall pay to the FGUA all compensation due, related to services provided under this Utility Management Services Interlocal Agreement, up to and including the notice period.

- (C) In the event of termination or expiration, FGUA and the COUNTY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from FGUA to the COUNTY, or to any other person or entity the COUNTY may designate and to maintain during such period of transition the same scope of Services provided to the COUNTY pursuant to the terms of the Agreement. Upon completion of the transition period and in further event that the COUNTY is unable to procure the same level of Services through its own means at such time of termination or expiration, the then pending term of this Agreement shall be extended by the written request of the COUNTY Manager and agreement by the FGUA in 120 day increments or until the COUNTY is capable of rendering such Services. The compensation to be paid during this period shall be prorated pursuant to Appendix B upon termination or expiration.

Section 10 - Right to Subcontract

The FGUA has and shall have the absolute right to subcontract with private providers to provide the services to be performed pursuant to this Utility Management Services Interlocal Agreement.

Section 11 - Acquisition Event

The parties acknowledge that the divesting and sale of the NAU from the county to the FGUA will produce the maximum benefits to the county and utility customers in the following ways:

- Ownership by a public entity singularly focused on water and wastewater utilities brings lower costs through maximum economies of FGUA's statewide scale and frees county government to focus greater attention to other services
- Potential for higher quality customer service resulting from FGUA singular focus and standards
- FGUA has highly experienced utility management and operational expertise
- FGUA capability and proven track record to carry out capital projects and improve aged infrastructure
- FGUA has access to the same low-cost grants, loans, and tax-exempt bond financing as the county with broader experience, relationships, and credit history
- The county would realize a significant revenue from liquidating its equity in the NAU
- Refunding of debt in an equity transaction may lower NAU cost of capital and allow for new capital improvement funding
- The county would have the unique standing as a "member government" with a seat on the FGUA Board of Directors to protect its interest in utility services with a right to reacquire the utility.

Accordingly, the parties agree to work collaboratively on gaining legislative approval commencing in the 2021 State Legislative session to allow an acquisition event and negotiate an agreement for purchase and sale when authorized. As part of an acquisition event, this Interlocal Agreement shall be terminated after the sale is complete with FGUA ownership and management of the utility.

The parties further agree that upon approval of this agreement, following the required request by the County and its approval of the First Amended and Restated Interlocal Agreement Relating to Establishment of the Florida Governmental Utility Authority, dated as of December 1, 2000, the FGUA Board of Directors shall promptly consider the addition of Nassau County as a member of the FGUA in accordance with Section 3.01 of the aforementioned FGUA Interlocal Agreement.

Section 12 - Access to Records

The FGUA shall maintain adequate records to justify all charges, expenses and costs incurred in

estimating and performing any of the services provided under this Utility Management Services Interlocal Agreement for at least two (2) years after the termination of this Utility Management Services Interlocal Agreement or as required by Law. The County shall have access to such books, records and documents as required for the purpose of inspection or audit, during normal business hours, and such books, records and documents shall be kept by FGUA at a place of business of the FGUA within the State of Florida.

Section 13 - Notice of Claims

Within forty-eight (48) hours of FGUA becoming aware of its occurrence, the FGUA shall notify the County, in writing, of all incidents, events or injuries which the FGUA reasonably believes may result in a claim, arising out of the FGUA's performance under this Utility Management Services Interlocal Agreement, including, but not limited to, claims relating to workplace injuries or grievances. The FGUA shall notify the County of any claim established and accepted by the FGUA as a liability of the FGUA under its commercial insurance or self-insurance and which claim is paid. The FGUA shall notify the County of any and all events, accidents, injuries, incidents, suits or claims which name or otherwise may involve or create a liability for the County or result from the provision by the FGUA of Utility Services under this Utility Management Services Interlocal Agreement.

Section 14 - Indemnification

(A) In consideration of Ten Dollars (\$10.00) and other valuable consideration provided between the parties, the receipt of which is hereby acknowledged by each party, each party shall protect, defend, indemnify and hold the other party and its officers, employees and agents harmless from and against any and all liabilities, claims, losses, and expenses, including attorney's fees and all reasonable costs of litigation and judgments arising out of any willful misconduct, negligent act, error, omission, or infringement of a third-party patent, license, or other intellectual property, by that party, its subcontractors, agents or employees, arising out of or incidental to the performance of this Utility Management Interlocal Agreement. Each party's obligation to indemnify pursuant to this Section is limited by the party's right to sovereign immunity, which right is expressly not waived by either party, and to the indemnification limitations provided in §768.28, *Florida Statutes*. The limits set forth in Section 768.28 (5), *Florida Statutes*, as may be amended from time to time by the State legislature, are hereby ratified and adopted herein by reference as a provision of this Utility Services Interlocal Agreement and are expressly made the limits of each party's liability to the other under this Utility Management Services Interlocal Agreement regardless of whether the claimed cause of action or the claimed source of any indemnification right sounds in tort, contract, product liability, strict liability, negligence, or otherwise. Any indemnification right of the County is further limited to and payable solely from money of the FGUA which is not derived from any enterprise fund of the FGUA or otherwise in conflict with any financing documents relating to bonds issued by the FGUA or any other indebtedness incurred by the FGUA. Any indemnification right of the FGUA is limited to and payable solely from monies of the County not derived from the collection of impact fees or otherwise in conflict with financing documents relating to bonds issued by the County or any other indebtedness incurred by the County. All pollution related liability coverage shall remain with the County for purposes of this Agreement.

(B) Notwithstanding any provision to the contrary contained in this Utility Management Services Interlocal Agreement, in no event shall the FGUA be liable, either directly or as an indemnitor of the County, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the FGUA has been advised of the possibility of such damages. Furthermore, notwithstanding any provision to the contrary contained in this Utility Management Services Interlocal Agreement, in no event shall the County be liable, either directly or as an indemnitor of the FGUA, for any special, punitive,

indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the County has been advised of the possibility of such damages. This limitation contained in this Section herein shall not preclude either party from pursuing its indemnity rights against the other party for special, punitive, indirect and/or consequential damages in the event that the party seeking indemnity is obligated to pay such special, punitive, indirect and/or consequential damages to a third party because of the other party's negligence.

Section 15 -Applicable Law; Jurisdiction and Venue

- (A) This Utility Management Services Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- (B) The parties to this Utility Management Services Interlocal Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Nassau County, Florida. Notwithstanding any law to the contrary, if FGUA may claim a right of home venue privilege in Leon County, Florida, FGUA specifically waives this right by entering into this Utility Services Interlocal Agreement with the County.
- (C) The FGUA will comply with the State of Florida records retention guidelines and will transmit retained documents to the County for retention or destruction upon request.

Section 16 - Public Records

- (A) IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FLORIDA GOVERNMENTAL UTILITY AUTHORITY, ATTN: LAUREN DUCKWORTH, AUTHORITY CLERK, 280 WEKIVA SPRINGS ROAD, SUITE 2070, LONGWOOD, FL 32779, EMAIL: LDUCKWORTH@GOVMSERV.COM, PHONE (407) 629-6900 AS APPLICABLE.
- (B) The parties shall keep and maintain all public records required and deemed necessary to perform the services purchased under this contract.
- (C) When requested by the Custodian of Public Records of either party, the other party shall provide a copy of those requested public records that are not exempt and relate to the contract for the purpose of allowing the records to be inspected or copied within a reasonable time at a cost that does not exceed those costs provided in Chapter 119, Florida Statutes or as otherwise may be provided by law.
- (D) Both parties shall ensure that all public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed to the public except as authorized by law for the duration of the contract term and following completion of the contract if the public records are not transferred to the other party as provided in this contract.
- (E) Upon completion of the contract, each party shall maintain all the public records required to perform the contract. Each party shall destroy any duplicate public records that are exempt or confidential and which are also exempt from public records disclosure requirements.

- (F) A request to inspect or copy public records relating to this contract for services must be made directly to the parties. Requests should be directed to the Custodian of Public Records.

If either party does not possess the requested records due to a private contractor or subcontractor maintaining the public records, then the FGUA or the County shall immediately notify the private contractor or subcontractor of the request for records. The contractor or subcontractor must provide the records to the FGUA or the County or allow the records to be inspected or copied within a reasonable time. If the contractor or subcontractor does not comply with the FGUA or the County's request for records, the FGUA shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any contractor or subcontractor which fail to provide public records to FGUA or the County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

Section 17 - Notice

- (A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the FGUA:

Florida Governmental Utility Authority
c/o Government Services Group, Inc.
280 Wekiva Springs Rd. Suite 2070
Longwood, FL 32779-6026
Attention: Stephen Spratt, System Manager

With a copy to:
Pennington, P.A.
215 South Monroe Street, 2nd Floor
Tallahassee, FL 32301-1839
Attention: Gene Adams, Esq.

Nabors, Giblin & Nickerson
1500 Mahan Drive
Tallahassee, FL 32308
Attention: Heather Encinosa, Esq.

To the County:

Michael S. Mullin,
County Manager/County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097

- (B) Any written notice given to one person in Subsection A of this Section shall also be provided to all other persons identified in Subsection A.
- (C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or by facsimile transmission or five (5) days after the date mailed.

Section 18 - Assignment

- (A) The FGUA shall not have the right to assign any of its rights, duties or obligations under this Utility Management Services Interlocal Agreement without the consent of the County upon a demonstration by the proposed assignee of its ability to perform the obligations of the FGUA under this Utility Management Services Interlocal Agreement, which consent shall not be unreasonably withheld. A consented to assignee shall be required to assume the obligations of the assigning party by written assignment in a form reasonably satisfactory to the County's attorney.
- (B) Any assignment of this Utility Management Services Interlocal Agreement consented to by the County shall be an assignment of the Utility Management Services Interlocal Agreement in

its entirety; provided, however, this provision shall not apply to an affiliate of the FGUA if such separate assignment shall not, in the judgment of the County, interfere with the performance of the duties and the provision of the services provided in this Utility Management Services Interlocal Agreement.

Section 19-Amendments and Waivers

No amendment, supplement, modification, or waiver of this Utility Management Services Interlocal Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Utility Services Interlocal Agreement shall be deemed or shall constitute a waiver of any other provision of this Utility Management Services Interlocal Agreement, whether or not similar, unless otherwise expressly provided. No waiver of a default or a breach of any provision of this Utility Management Services Interlocal Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

Section 20 - Filing

This Utility Management Services Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau County and with the Clerk of the Circuit Court of Leon County.

Section 21 - Severability

If any clause, subsection, or section of this Utility Management Services Interlocal Agreement shall be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Utility Management Services Interlocal Agreement shall be construed and enforced as if such invalid portion did not exist.

Section 22 - Insurance Requirements

The FGUA will require any contract provider utilized to deliver services to the County under this Utility Management Services Interlocal Agreement to satisfy the insurance requirements outlined in Appendix D. The FGUA will require its contract providers to name the County as a primary additional insured.

Section 23 - Effective Date

The Effective Date of this Utility Management Services Interlocal Agreement shall be October 1, 2020, when the FGUA assumes management and operational responsibility for the Nassau Amelia Utility System.

Section 24 - Entire Agreement

This Utility Management Services Interlocal Agreement, including the referenced Appendices hereto, is the entire agreement between the parties. Upon execution by *all* parties, the County shall provide the FGUA three complete, certified copies of this Utility Services Interlocal Agreement, together with all appendices hereto. This Utility Management Services Interlocal Agreement shall be construed as solely for the benefit of the County and the FGUA, their successors and assigns, and no claim or cause of action shall

accrue to or be for the benefit of any third party by reason of the execution of this Utility Management Services interlocal Agreement.

IN WITNESS WHEREOF, the County and the FGUA have caused this Utility Management Services Interlocal Agreement to be duly executed and entered into on the date first above written.

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By: James K. Chulaga
Its: CHAIRMAN
Date: 10/14/2020

Attest: [Signature]
Lauren Duckworth, Board Clerk
Date: 10/12/2020

NASSAU COUNTY FLORIDA

By: [Signature]
Its: Chairman
Date: September 14, 2020

Attest: [Signature]
Date: 9/14/2020
MES
09.15.20

Appendix A

Nassau County - Amelia Utilities (NAU)

FGUA Management Scope of Services

- Provide management and oversight of NAU operations, maintenance, customer services and billing, consisting of appropriately qualified utility management personnel and staffing support to meet generally accepted prudent utility standards to the extent budgeted resources and physical capacities permit
- Provide supervision and control of utility functions and personnel as reflected on the accompanying functional and Staffing Chart
- Assist the County in maintaining required communications and working relationships with regulatory agencies– regarding utility compliance, monitoring, and reporting
- Ensure orderly NAU related documentation and workflow to meet requirements of county agencies, particularly those related to county executive office, finance budget, procurement, and purchasing.
- Identify priorities and carry out renewal and replacement (R&R) projects within adopted county budgets as may be amended from time to time in accordance with the FGUA purchasing policies and procedures
- Assist the county OMB in the preparation of and periodic update of the NAU annual operating budget and 5-year Capital Improvement Plan
- Provide weekly and/or monthly management reporting with frequency, format and content to be provided by the County Manager
- Attend and participate in BOCC, staff, planning and budget meetings as required
- Prepare regulatory public notices, CCR' s, MOR's, DMR's, FDEP correspondence, and other regulatory reporting
- Provide NAU-related customer communications and outreach support to the county public information staff as required
- Provide NAU-related media relations support to the county as required
- Provide recommendations on technology improvements to improve efficiency and service reliability
- Within the available budgets and design capacities, and physical infrastructure limitations of the county's existing facilities and systems, make best efforts to operate, maintain and repair the water and wastewater plants and collection and distribution systems with the goal of achieving the following:

SECTION 1-TREATMENT FACILITIES

- Control of treated water corrosivity within the limits of the existing treatment process;
- Flow meters tested and calibrated annually unless otherwise specified by permit or regulatory agencies;
- Maintain Supervisory Control and Data Acquisition (SCADA) system, if any;
- Issue public notices of non-compliance with drinking water standards;
- Issue notices of non-compliance resulting from limitations of the treatment process or equipment failure;
- Minimize the generation of noise and odors in accordance with Applicable Law within the limits of existing treatment processes;
- Assist in the coordination of construction contractors, engineers, or other consultants or vendors for line tie-ins and connection of Capital Improvements to the Utility Facilities;
- Provide timely submittal of all operating reports required by regulatory agencies;
- Provide predictive and preventative maintenance of the plant and appurtenant equipment, pumps and motors;
- Provide residual removal services as needed to optimize plant operations.
- Take immediate action to either prevent environmental incidents or dangerous situations, and endeavor to keep the number and duration of such incidents and situations to a minimum.

SECTION 2 -WATER PUMPING STATIONS AND WELLS.

Within the design capacity and capability of the county's existing facilities, operate, maintain, and repair the pumping stations and raw water supply well facilities and their respective appurtenances including, but not limited to, the following:

- Monitoring of pump stations and wells for Emergency Conditions.
- Maintenance, operation and repair of the radio telemetry system.

Regularly scheduled predictive and preventative maintenance, inspections, and adjustments. A list of activities to be performed at the following minimum intervals shall include, but not be limited to, the following:

- Clean sump pumps as needed;
- Check control panels for proper operation weekly;
- Check motor amperage at least once a quarter;
- Check and clean filter elements for gas or diesel engines as specified by the manufacturer;

- Change and maintain the oil level in pumps as Specified by the manufacturer;
- Maintain proper belt tension at all times and check weekly;
- Poll the station on a scheduled basis by the telemetry system to the extent of the capability of said system at five (5) minute increments;
- Check pump running times weekly;
- Maintain the station's lights and replace bulbs as needed;
- Check motor starter contacts at least once a quarter;
- Inspect floats quarterly;
- Maintain alarm lights and horns weekly;
- Remove debris from pumps and check valves as required;
- Lubricate pump and motor bearings as specified by the manufacturer;
- Clean out pumps as required;
- Exercise all station valves at least once a quarter; and
- Clean check valves as required.

Repair pump stations and wells as needed in order to maintain their integrity. Such activities to be performed or provided shall include, but not be limited to, the following Repairs, Replacements and Renewals:

- Rebuilding or replacing gate, check butterfly, and ball valves;
- Removing and reinstalling pumps and motors for repair;
- Repairing motors and pumps;
- Repairing or replacing rails, supports, or piping;
- Replacing flapper valves on pump volutes;
- Repairing or replacing electrical panels;
- Rewinding motors;
- Replacing impellers, wear plates, bearing, and seals;
- Cleaning clogged pumps;
- Replacing piping on sump pumps;
- Replacing circulation lines;
- Clean aerators on a quarterly basis and repair screens as needed; and
- Repairing and replacing remote telemetry unit components.

SECTION 3 -WATER DISTRIBUTION SYSTEMS

Within the design capacity and capability of the county's existing facilities, operate, maintain, and repair the water transmission, distribution piping, treated water storage, meters and other appurtenances including, but not limited to, the following:

- Timely repair of any water main breaks, water main leaks, service line breaks, and service line leaks up to the point of customer connection;
- Provide water utility locates in a timely manner when locate tickets are received from the county's existing sunshine one call delivery system;
- Excavation, backfilling, compaction and restoration of such excavations in the course of performing work in the water distribution system;
- Regular flushing of dead-end system main lines monthly or more often if required and record the gallons flushed on maintenance report;
- Annual fire hydrant flow testing, inspection and maintenance per - FGUA protocol;
- Customer requested meter field testing to assure accuracy. Customer requested bench testing to assure accuracy
- Carry out disconnections, reconnections, and other general repairs such as line leaks, valve breaks and damage to appurtenances relating to existing water services or the distribution system in a timely manner and in no event later than twenty-four (24) hours after receipt of a work order, unless any delay beyond twenty -four (24) hours is due to unavailability of parts, in which case such work will be completed as soon as the parts are obtained.
- Respond to emergency conditions on a seven-days-a- week, twenty-four (24) hour a day basis without a work order and initiate such response within two (2) hours of being notified or otherwise learning of such emergency condition or of any unforeseen combination of circumstances that reasonably calls for immediate action.

SECTION 4 - STORAGE TANKS

Render predictive and preventative maintenance service with respect to all county- owned ground storage tanks. Such preventative maintenance services, at a minimum shall consist of regularly scheduled inspections and adjustment of electrical and mechanical equipment associated with each of the City's water storage tanks. When possible, equipment deficiencies detected during inspections shall be corrected prior to leaving job sites.

SECTION 5 - WASTEWATER PUMPING FACILITIES

Within the design capacity and capability of the county's existing facilities, operate, maintain and repair the wastewater pumping facilities, and their respective appurtenances including, but not limited to, the following:

- Monitoring of lift or pumping stations for emergency conditions.
- Maintenance, operation, and repair of the radio telemetry system, if any.

Regularly scheduled preventative maintenance, inspections and adjustments.

Monitor the wastewater pumping facilities which have the technology for such monitoring for the following parameters:

- Pump running times;
- High water level in wetwell;
- Loss of electrical power and thermal overload;

Provide predictive and preventative maintenance to the wastewater pumping facilities including, but not limited to:

- Regularly scheduled inspections at least three (3) times weekly;
- Adjustment of electrical and mechanical equipment;
- Check control panels for proper operation at least three (3) times weekly;
- Check motor amperage at least once a quarter;
- Change and maintain the oil level in pumps as specified by the manufacturer;
- Lubricate and clean air blowers weekly or as specified by the manufacturer;
- Check pump running times at least three (3) times weekly;
- Clean "wet wells" on an as-needed basis; cleaning frequency will be determined after initial inspections of lift stations are conducted;
- Check remote telemetry units for proper operation daily;
- Maintain the station's alarm lights and replace bulbs as necessary;
- Check the wet well levels for proper distance of pumping as necessary;
- Check motor starter contacts at least once a quarter,
- Clean floats quarterly or as needed;
- Remove debris from pumps and check valves as necessary;
- Clean out pumps as required as necessary;
- Exercise all station valves at least once a quarter, and
- Supply all materials as needed for the predictive and preventative maintenance program in conformance with the requirements of this agreement.
- Repair and rehabilitate pump stations including, but not limited to, the following:
 - Repairing or replacing gate, check and plug valves;
 - Removing and reinstalling pumps and motors for repair;
 - Repairing motors and pumps;
 - Repairing or replacing rails, supports, or piping;

- Replacing flapper valves on pump volutes;
- Repairing or replacing electrical panels;
- Rewinding motors;
- Removing submersible pumps for cleaning, repairs, or gasket replacement;
- Replacing impellers, wear plates, bearing, and seals;
- Cleaning clogged pumps;
- Replacing piping on sump pumps;
- Replacing circulation lines; and
- Repairing and replacing remote telemetry unit components.

SECTION 6 - WASTEWATER COLLECTION SYSTEMS

Within the design capacity and capability of the county's existing facilities, operate, maintain and repair the wastewater collection systems including the following:

- Provide wastewater utility locates in a timely manner when locate tickets are received from the county's existing Sunshine One call delivery system;
- All sanitary sewer overflows shall be reported to regulatory agencies as required by FDEP rule;
- Timely repair of any sewer line breaks and service line breaks;
- Inspection of main pipelines and manholes.
- Respond to any wastewater collection system Emergency Condition seven (7) days a week, twenty-four (24) hours a day including, but not limited to, pipeline blockage or potential thereof, or manhole surcharging, as may reported by any source, within the county service area as soon as possible, but in any event, within two (2) hours of being notified or otherwise learning of such or related condition in the wastewater collection system.
- Timely, and properly, maintain and repair the wastewater collection and transmission facilities. Take all necessary measures to remedy conditions in the wastewater collection system facilities resulting from a main pipeline blockage and consequential surcharging of such pipelines or manholes and shall be responsible for clean-up and abatement resulting from such conditions which occur within the wastewater system facilities.

SECTION 7 - COMPUTERIZED MAINTENANCE RECORDS

The FGUA shall utilize the county's current computerized maintenance management system for the Utility Facilities consistent with current county practices.

SECTION 8 - FULL TAP AND METERS AND METER SETTING

Complete Meter Setting and installation of Full Tap and Meters in a timely manner and in no event later than as follows:

- For meter installations where service is already in place, five (5) Business Days from the date of the installation or meter setting request.
- For Full Taps and Meters and Meter Settings where a permit from an outside agency is not required, fifteen (15) Business Days from the date of the installation or meter setting request.
- For Full Taps and Meters and Meter Settings where a permit from an outside agency is required, twenty (20) Business Days after the receipt of the permit.

SECTION 9 - CUSTOMER SERVICE

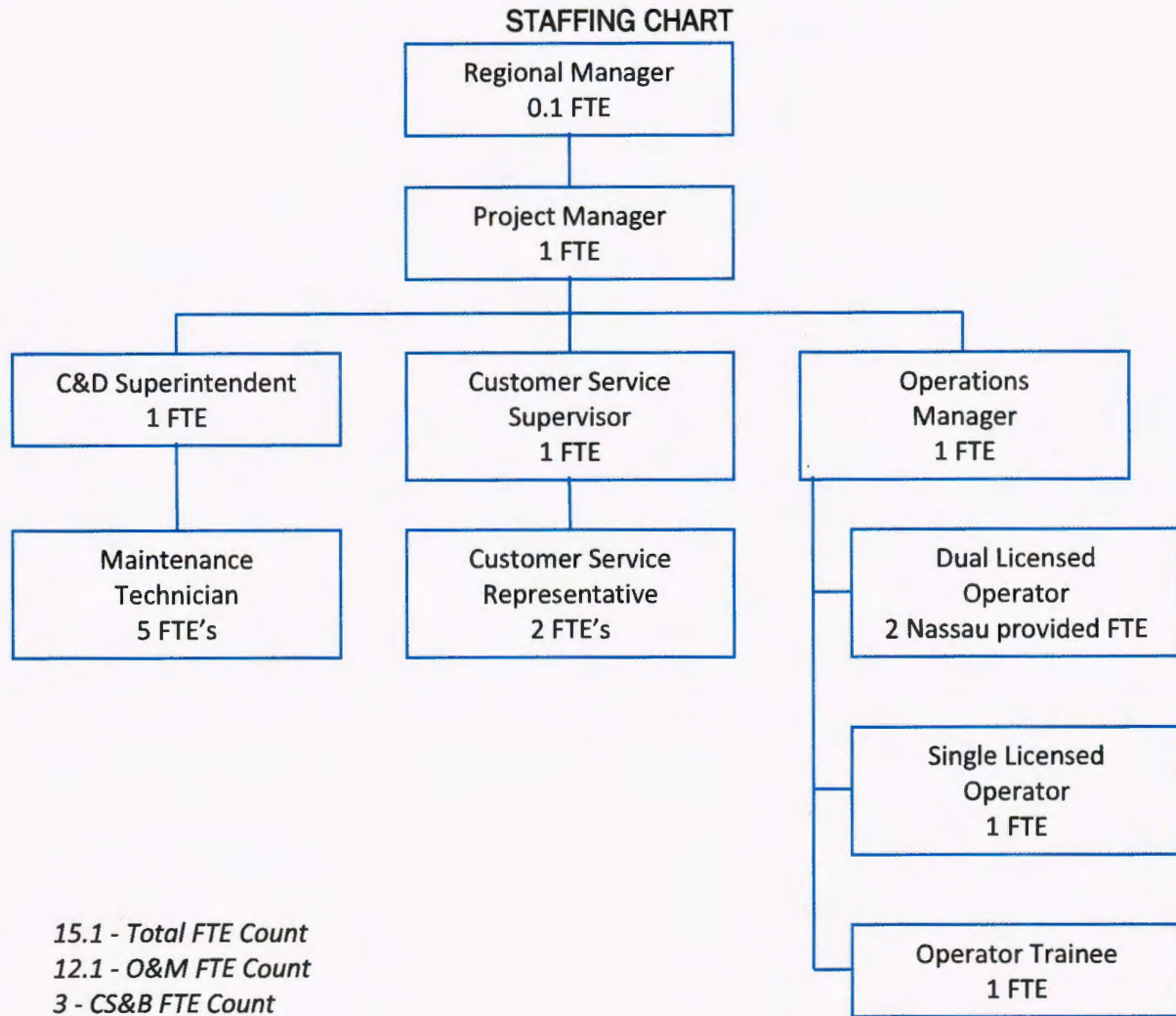
Utilizing County furnished computer equipment, phone system and customer service database and software, provide staffing necessary as it relates to Utility Billing and Customer Service for water, sewer, and reclaimed water customers only.

- Provide management oversight and three (3) full-time equivalent customer service representatives to work in the local County provided office and other associated labor for customer service, service order generation and CIS completion, and bill generation (bill preparation and mailing utilizing County provided equipment and supplies).
- Answer customer calls related to water and sewer inquires during normal business hours
- Provide customer service related to current or past due bill(s), provide balances, current due dates, methods of payments and other general information as may be required
- Review and investigate consumption exceptions utilizing established or/adopted high/low variances
- Coordinate payment arrangements, credits and the similar adjustments in accordance with Nassau County established business rules
- Utilizing County CIS system, generate and coordinate service orders utilizing the associated automated work order system for move in/out requests, leak inquiries, new service applications, turn on/off, and other similar service orders as may be required
- Receive customer payments for water and sewer bills or related services utilizing County best practices associated with cash/payment handling and processing
- Determine credits and/or debits to customer accounts based on customer issue and established County business rules
- Generate re-read service orders based on meter reads received from field staff based on County exception report and process
- Perform bill fulfillment utilizing County furnished equipment and material
- Handle billing and customer service inquiries based on customer requests

SECTION 10 – EMERGENCIES

Respond to Emergency Conditions of anytype at the Utility Facilities on a seven (7) days per week, twenty-four hours per daybasis.

SECTION 11. ORGANIZATIONAL /STAFFING CHART



Appendix B Compensation Schedule

Compensation to FGUA

- a) Management and Operational Oversight Services/Utility Operations and Maintenance Services & Customer Services and Billing
 - 1) In exchange for providing the utility services outlined in Appendix A, the County shall pay to the FGUA \$176,790 per month for the first year of the term
 - 2) Monthly payments will be made on the first business day of each month.
 - 3) The monthly compensation to the FGUA provides for the following:
 - a. Operations Contractor (U.S. Water Services) - \$157,957 (net of credits applied under 3e below)
 - b. Management Contractor (GSG) - \$16,833 (incl. CIP Administration for R&R)
 - c. Minor R&R (small projects costing less than One Thousand dollars)
 - d. FGUA Misc. (insurance, travel, legal, etc.) - \$2,000
 - e. Monthly credit to County for period it pays salary and benefits for county employed W/WW Operator II (deduct) - \$6,504 per employee holding the position of a W/WW Operator II position.
 - 4) Monthly Routine Chemicals based upon treatment processes as of effective date of this agreement. The above monthly fee amount includes chemical costs to be paid to the Operations Contractor, including the contractor's margin.
 - 5) The above referenced monthly compensation includes payment to the FGUA to provide the following items previously included separately in the County budget.
 - a. Operations & Maintenance and customer service personnel and related benefits
 - b. Employee uniforms
 - c. Employee training
 - d. Sampling, testing and lab expenses related to permit requirements
 - e. Vehicle maintenance and repair (utilizing county provided mobile equipment)
 - f. Fuel
 - g. Operating supplies
 - 6) During the term of this agreement, the monthly compensation to the FGUA shall be adjusted annually by the percentage change in the Consumer Price Index (U.S. City Average-Urban Consumers) as of April of each year and change in Equivalent Residential Connections (ERCs)
- b) Capital Project Management & Inspection Services to be compensated in accordance with that separate Interlocal Agreement dated December 19, 2020

Cost Responsibilities Remaining with County

- 1) Debt service
- 2) R&R and capital costs for any required expense not implemented with the monthly minor R&R allocation.
- 3) All customer billing expenses (including printing, binding, postage, on-line payment options, and ACH payments)
- 4) Customer Service office equipment and IT support to include computers, phone system, copier/scanner equipment and other appurtenances currently utilized by the County to accomplish customer service and billing
- 5) Accounting/Auditing
- 6) Engineering services
- 7) Permit/Regulatory expenses
- 8) Legal services
- 9) Utilities (electricity, telephone, etc.) and IT services
- 10) Rental/Leases
- 11) Insurance
- 12) Building and grounds maintenance
- 13) Legal ads
- 14) Sludge Disposal
- 15) Bad debt
- 16) Office space and supplies
- 17) Janitorial supplies
- 18) Garbage fees/trash removal
- 19) Regulatory fines or penalties
- 20) Wholesale water or wastewater purchases
- 21) Billing Software updates (if applicable)

APPENDIX C

NASSAU County Historical, Projected and Adopted Budget

Line No	Description	Actual Results			FY2020 Adopted Budget*	Estimate	
		FY2017	FY2018	FY2019		FY2020 Projected	FY 2021 Proposed Budget
Revenues							
1	Total Operating Revenues	4,229,588	4,405,252	4,512,129	4,636,623	4,456,171	4,679,589
2	Total Non-Operating Revenues	15,402	35,461	119,542	20,600	20,822	20,000
3	Total Pledged revenues	4,244,990	4,440,713	4,631,671	4,657,223	4,476,993	4,699,589
Expenses							
4	Total Contractual Services	2,845	12,334	6,504	15,108	11,637	11,040
5	Total Professional Services	94,641	65,224	200,856	1,026,873	694,918	2,162,482
6	Total Salaries and Benefits	687,385	870,974	944,459	773,083	695,876	212,593
7	Total Rentals and Leases	21,427	23,616	22,574	17,750	3,306	44,100
8	Total Repairs and Maintenance	170,236	219,378	208,622	340,489	116,310	75,872
9	Total Gas and Oil	9,821	8,567	17,741	17,000	5,798	-
10	Total Materials	1,403	1,735	1,445	2,800	1,648	-
11	Total Other Expenses	509,839	489,553	534,289	554,580	400,295	529,445
12	Total Operating Expenses	1,497,597	1,691,380	1,936,490	2,747,683	1,929,787	3,035,532
Debt Service							
13	Principal	930,000	955,000	975,000	995,000	995,000	1,015,000
14	Interest	261,655	241,391	241,391	199,467	199,467	177,859
15	Total Debt Service	1,191,655	1,196,391	1,216,391	1,194,467	1,194,467	1,192,859
Transfers							
16	R&R Transfer 5%	208,770	212,250	222,036	231,584	231,584	230,000
17	Rate Stabilization 10%	417,540	424,499	444,071	463,167	463,167	241,198
18	Contingency Reserve 10%	138,619	149,760	169,138	193,649	193,649	-
19	Total Transfers	764,929	786,508	835,245	888,400	888,400	471,198

* FY2020 Budget w/rolled encumbrances

Total FY21 R&R and CIP Funds

	FY20 Estimated Balance in R&R Fund	\$ 217,220	
**	FY21 Estimated R&R Required Transfers	230,000	
	Estimated transfer from Unrestricted Cash to CIP	1,305,248	Updated from budget file (Net)
	Total Estimated R&R Funds for FY21	\$ 1,752,468	

Appendix D
FGUA Insurance Requirements

- I) The FGUA and/or its contractors shall obtain and maintain such insurance as will protect it from:
- a) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws;
 - b) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage;
 - c) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and
 - d) from claims for injury to or destruction of tangible property including loss of use resulting therefrom from any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- 2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- 3) The FGUA shall require and shall be responsible for assuring throughout the time the contract is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.
- 4) The FGUA and/or its contractors shall obtain, have and maintain during the entire period of the contract insurance policies, which contain the following information and provisions:
- a) the name and type of policy and coverages provided;
 - b) the amount or limit applicable to each coverage provided;
 - c) the date of expiration of coverage;
 - d) the designation of the FGUA as an additional insured and a certificate holder (This requirement may be excepted for worker's compensation and professional liability insurance.); and
 - e) the following clause must appear on the certificate of insurance:
- Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least **thirty** (30) days written notice to the FGUA.
- 5) If the initial, or any subsequently issued certificate of insurance expires prior to the completion of the work or termination of the contract, the contractor shall furnish to the FGUA, in triplicate,

renewal or replacement certificate(s) of insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the contractor to provide the FGUA with such renewal certificate(s) shall be considered justification for the FGUA to terminate the contract.

- 6) The contractor shall include the FGUA, the FGUA's agents, officers and employees in the contractor's general liability and automobile liability policies as additional insureds.
- 7) If the FGUA has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by the contractor in accordance with the requirements of the contract documents on the basis of its not complying with the contract documents, FGUA shall notify the contractor in writing thereof within thirty (30) days of the delivery of such certificates to FGUA. The contractor shall provide to the FGUA such additional information with respect to its insurance as may be requested.
- 8) The FGUA and/or its contractors shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

Workers Compensation

State: statutory

Applicable Federal (e.g. Longshoremen's): statutory

Employer's liability: \$1,000,000.00

Comprehensive General Liability

Bodily injury: \$1,000,000.00 each occurrence

Property damage: \$1,000,000.00 each occurrence

Comprehensive general liability insurance shall include contractual liability, explosion, collapse and underground coverages and products and completed operations coverages.

Comprehensive Automobile Liability

Bodily injury: \$1,000,000.00 each occurrence

Property damage: \$1,000,000.00 each

occurrence

Comprehensive automobile liability shall include coverage for any owned auto, non-owned autos and hired autos.

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM: SUNBELT RENTALS INC EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER / NOTICE TO CONTRACTOR

9214890107899916432387
NASSAU COUNTY
96135 NASSAU PLACE STE 1
YULEE FL, 32097

THE UNDERSIGNED HEREBY INFORMS YOU THAT HE
HAS FURNISHED OR IS FURNISHING SERVICES OR
MATERIALS AS FOLLOWS: SUPPLY RENTAL EQUIPMENT

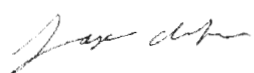
FOR THE IMPROVEMENT OF REAL PROPERTY IDENTIFIED AS: / 5390 FIRST COAST HWY / FERNANDINA BEACH, FL / As recorded in the public records of NASSAU County, FL / Property Control # 14-2N-28-0000-0009-0010 AMELIA ISLAND WATER & SEWER UTILITES OR 1127/589 CASE #03-113; Public;

UNDER AN ORDER GIVEN BY: US WATER SERVICES CORP

Florida law prescribes the serving of the notice and restricts your right to make payments under your contract in accordance with §713.06, Florida Statutes. If this job is bonded under §713.23 Florida Statutes, §713.245 Florida Statutes, §255.05 Florida Statutes; Title 40 U.S.C. §3131 or any other form of bond, this notice is also notice of intent to make a claim against any statutory or common law bond and the firm sending this notice will look to such bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts relating to the improvements of the aforementioned real property and agrees to pay reasonable copy costs for same.

IMPORTANT INFORMATION FOR YOUR PROTECTION Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. **LEARN** more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or The Florida Department of Business and Professional Regulation.



Agent For: **Sunbelt Rentals Inc**
2015 Directors Row, Orlando, FL 32809
407-816-1591

W/O: 8940941
Job #: 000107856273
Date: 11/30/2020
Acct #: 0407340

By: Jorge Iriban

<u>Recipient Type</u>	<u>Tracking ##</u>	<u>Name & Address</u>
General Contractor	9214890107899916432288	US WATER SERVICES CORP 4939 CROSS BAYOU BLVD NEW PORT RICHEY, FL 34652
Owner	9214890107899916432387	NASSAU COUNTY 96135 NASSAU PLACE STE 1 YULEE, FL 32097
Tenant	9214890107899916432882	NASSAU AMELIA UTILITIES 5390 1ST COAST HWY FERNANDINA BEACH, FL 32034

WO# 8940941 - FL
Nationwide Notice
PO Box 542165
LW, FL 33454



9214 8901 0789 9916 4323 87



NASSAU COUNTY
96135 NASSAU PLACE STE 1
YULEE, FL 32097

The Construction Notice printed on the reverse side of this document is only a notice and NOT A LIEN and is not recorded against your property. This notice is not a reflection of the credit worthiness or financial standing of any contractor nor is it an indication of their ability or desire to pay their bills. It is merely a letter informing the owner of the property and/or general contractor that **Sunbelt Rentals Inc** has supplied or will supply services, equipment and/or materials. Failure to ensure that their vendor is paid may result in a lien being placed on your property and your paying twice for the materials and/or services provided to you by the vendor listed on the opposite side of this notice. If you have paid or are about to pay your contractor, ask them for a release of lien to ensure their vendor is paid. If you have any questions about this notice, please call Nationwide Notice at (561) 228-1114.

Notices Filed on Project: The undersigned requests a copy of the **Notice of Completion, Notice of Cessation, Notice of Commencement** and the **Construction Lender** (*if not listed on the reverse side*) relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. Please send a copy via fax to 561-439-6614, by email to ento@nationwidenotice.com or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

Bonded Projects, Updated Owner and General/Prime Contractor Information: The undersigned requests a copy of the payment bond or trust relating to the improvements of the property described on the reverse side of this document. If none is currently available, this is an ongoing request should one become available in the future. The undersigned also requests any updated Owner and General/Prime Contractor information including the name and address if different from the information printed on the notice. Please send a copy via fax to 561-439-6614, by email to ento@nationwidenotice.com or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454.

Notice: If the work being done on the property described on the reverse side of this document is for improvements to the property which were ordered by a lessee/tenant, please forward a verified copy of the **lease provision** or a copy of the recorded **Notice of Non-Responsibility** to the undersigned by fax to 561-439-6614, by email to ento@nationwidenotice.com or by certified mail to Nationwide Notice, Inc. PO Box 542165, Lake Worth, FL 33454. If you fail to provide this information within 30 days, or serve a false or fraudulent copy, your interest as lessor may be subject to a construction lien in favor of the undersigned. If you require information regarding contractor payment status, please contact Sunbelt Rentals Inc at the number located at the bottom of the notice.

Nationwide Notice, Inc.

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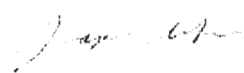
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