

**ST. LUCIE WEST  
SERVICES DISTRICT**



**BOARD OF SUPERVISORS'  
REGULAR BOARD MEETING  
JANUARY 7, 2025  
9:00 A.M.**

**AGENDA**  
**ST. LUCIE WEST SERVICES DISTRICT**  
**BOARD OF SUPERVISORS'**  
**REGULAR BOARD MEETING**  
**January 6, 2025 & January 7, 2025**  
**9:00 a.m.**  
**450 SW Utility Drive**  
**Port St. Lucie, Florida 34986**

**DIAL IN (877) 402-9753 ACCESS CODE 4411919**

**A. Call to Order**

**B. Pledge of Allegiance**

**C. Roll Call**

**D. Approval of Minutes**

1. December 2, 2024, Workshop
2. December 3, 2024, Regular Board Meeting

**E. Public Comment**

**F. District Attorney**

**DA 1 –** Status Report/Updates

**G. District Engineer**

**DE 1 –** Status Report/Updates

**H. District Manager**

**Action Items**

**DM 1 –** Consider Approval of Piggyback Agreement with Shamrock Restoration Services, Inc.

**DM 2 –** Consider Approval of Piggyback Agreement with Cintas Corporation

**DM 3 –** Consider Approval to Advertise for District Legal Services

**DM 4 –** Other Items

**I. Consent Agenda**

**CA 1 –** Monthly Report on Public Works

**CA 2 –** Monthly Report on Utilities Operations

**CA 3 –** Monthly Report on Capital Improvement Projects

**CA 4 –** Monthly Report on Billing and Customer Service

**CA 5 –** Public Information Officer Monthly Report

**CA 6 –** Financial Statements for November, 2024

**CA 7 –** Consider Approval to Transfer Funds for the R&R Account

**CA 8 –** Surplus

**J. Supervisors' Requests**

**K. Adjournment**

**St. Lucie West Services District**  
**Workshop Meeting**  
December 2, 2024, at 9:00 a.m.

**(Please note: These minutes are not verbatim. A CD recording of the Workshop Meeting is available on file.)**

**Board Members Present**

Dominick Graci – Vice Chairman – in-person  
Gregg Ney – Secretary – in-person  
Diane Haseltine – Supervisor – in-person  
Rose Carvelli – Supervisor – in-person  
Kevin Dolan – Supervisor – in-person

**Staff Present**

Josh Miller, District Manager, St. Lucie West Services District (“SLWSD”) – in-person  
Maddie Maldonado, Director of Office Administration – in-person  
Gerard Rouse, Public Works Director/Assistant District Manager, SLWSD – in-person  
Anderson “Andy” Bomjardim, Public Information Officer, SLWSD – in-person  
Jason Pierman, Special District Services, Inc. (“SDS”) – in-person  
Laura Archer, Recording Secretary, SDS – in-person  
Stephanie Brown, SDS – in-person

Also present were Ms. Renais, Jack Doughney, Ryan Smith of Ryper Water Analytics and Nathan Nason (via phone) of Nason, Yeager, Gerson, Harris & Fumero, P.A.

**Guests Present (Sign-In Sheet Attached)**

**A. Call to Order**

The Workshop Meeting was called to order at 9:00 a.m.

**B. Pledge of Allegiance**

**C. Seat New Board Members**

Rose Carvelli and Kevin Dolan, the newly elected Board Members were welcomed to the Board and took their seats on the dais.

**D. Administer Oath of Office and Review Board Member Responsibilities & Duties**

Ms. Archer administered the Oaths of Office to Ms. Carvelli and Mr. Dolan and gave them the New Board Member information packet for their perusal.

**E. Roll Call**

It was noted that all 5 Supervisors were in attendance.

**F. Election of Officers**

The Board was advised that the official election of officers would take place at tomorrow's meeting.

**G. Approval of Minutes**

- 1. November 4, 2024, Workshop**
- 2. November 5, 2024, Public Hearing & Regular Board Meeting**

There were no revisions to either set of minutes.

**H. Public Comment**

There was no public comment at this time.

**I. District Attorney**

**DA 1 – Status Report/Updates**

Mr. Miller noted that Ms. Holmes' report was provided in the meeting materials and that she would go over it at tomorrow's meeting.

Mr. Miller then distributed an internal Memo from himself to Rick Rinolo, the District's Chief Water Plant Operator, regarding the discontinuation of fluoride feed. Mr. Miller noted that the U.S. District Court had recently found that feeding fluoride at levels above 0.7 mg/l creates an "unreasonable risk of injury to health or the environment, without consideration of costs or other non-risk factors, including an unreasonable risk to a potentially exposed or susceptible subpopulation under the conditions of use."

Because of this ruling, the Florida Surgeon General has recommended municipalities to discontinue using chemical fluoride feed systems.

A lengthy discussion ensued. Vice Chairman Graci noted that this issue would not end any time soon and further indicated that it was prudent that the District hold off until we receive additional information from the State regarding this matter.

**J. District Engineer**

**DE 1 – Status Report/Updates**

It was noted that Mr. Zanganeh's report was provided in the meeting materials and was up to date.

Mr. Miller advised that Infrastructure Solution Services would make their formal Reserve CDD Utilities Engineering Evaluation presentation at tomorrow's meeting.

**K. District Manager  
Actions Items**

**DM 1 – Consider Reserve CDD Engineering Evaluation Acceptance and Consider Authorization to Negotiate with the Reserve CDD**

Mr. Miller noted that this item had been ongoing for 2 years now. He also gave an overview of the situation for the benefit of the new Board Members. Mr. Miller also noted that Infrastructure Solution Services would make a formal presentation at tomorrow’s meeting, but that the Board had previously been provided with their November 2024 Reserve CDD Utilities Engineering Evaluation.

On that note, Vice Chairman Graci provided his written concerns and a lengthy discussion ensued.

**DM 2 – Consider Resolution No. 2024-21 – Authorizing Electronic Approvals and Check Signers**

Resolution No. 2024-21 was presented, entitled:

**RESOLUTION NO. 2024-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ST. LUCIE WEST SERVICES DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Pierman noted, due to the recent change in the District Manager and the Board Chairman, it is necessary to update the list of authorized check signers. He indicated that this was an administrative matter that needed to be addressed.

There was no discussion regarding this item.

**DM 3 – Other Items**

Mr. Miller indicated that the most recent edition of the District’s newsletter was provided in the meeting materials and went over the updates. He requested that the Board advise him of any comments regarding this matter.

Discussion ensued regarding the District’s social media presence.

Mr. Miller then introduced Ryan Smith of Ryper Water Analytics who advised that he was a financial analyst that specializes in water and wastewater facilities and has worked with the District for approximately 10 years. He made the Final Bond Feasibility Presentation. Mr. Smith went over the purpose of the study, key

assumptions, modifications to the trust indenture, historical debt service coverage, projected debt service coverage, recommended rate adjustments and rate comparisons of similar utilities.

Vice Chairman Graci noted that the last slide (Rate Comparisons) was very telling.

The Board thanked Mr. Smith for his in-depth presentation.

Mr. Miller indicated that Infrastructure Solution Services would make their presentation on the Reserve CDD Utilities Engineering Evaluation at tomorrow's meeting.

Mr. Miller reminded the Board that the Annual Staff Meeting was scheduled for Wednesday, December 11, 2024, at 11:30 a.m.

Mr. Rouse then made a slide presentation on the Lake Harvey Improvements intended to beautify the corner of St. Lucie West and Cashmere Boulevards, as this was the main entrance into community. Mr. Rouse indicated that a sign would be installed welcoming those to St. Lucie West and that spotlights would be installed at each royal palm which lights would change colors according to the time of year, i.e., red, white and blue for Independence Day and green for St. Patrick's Day. Mr. Rouse furthered that wildlife in the area was flourishing and that this information will be published in an upcoming newsletter as well as on the District's website.

The Board thanked Mr. Rouse for his presentation.

Vice Chairman Graci asked Mr. Miller if there had been any update on the Peacock Boulevard issue to which Mr. Miller indicated that there had been no reply from the City as of late.

**L. Consent Agenda**

**CA 1 – Monthly Report on Public Works Department**

**CA 2 – Monthly Report on Utilities Operations**

**CA 3 – Monthly Report on Capital Improvement Projects**

**CA 4 – Monthly Report on Billing and Customer Service**

**CA 5 – Financial Statements for October, 2024**

**CA 6 – Consider Approval to Transfer Funds for the R&R Account and WCF Account Requisitions**

**CA 7 - Surplus Items**

There were no questions regarding Consent Agenda Items CA 1 through CA 7.

**M. Supervisor Requests**

Supervisor Dolan indicated he was happy to be here.

Secretary Ney expressed his concerns with providing service to the Reserve CDD and not having District residents pay for it.

Supervisor Carvelli thanked all those who voted for her.

Vice Chairman Graci reminded those in attendance of the District's toy box in the lobby for those less fortunate and asked for contributions.

**K. Adjournment**

There being no further items to be addressed, the Workshop Meeting was adjourned at 10:10 a.m. There were no objections.

Workshop Meeting Minutes Signature Page

\_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Secretary/Assistant Secretary

Date Approved \_\_\_\_\_



**St. Lucie West Services District**  
**Regular Board Meeting**  
**December 3, 2024, at 9:00 a.m.**

**(Please note: These minutes are not verbatim. A CD recording of the Regular Board Meeting is available on file.)**

**Board Members Present**

Dominick Graci – Vice Chairman – in-person  
Gregg Ney – Secretary – in-person  
Diane Haseltine- Supervisor – in-person  
Rose Carvelli – Supervisor – in-person  
Kevin Dolan – Supervisor – in-person

**Staff Present**

Josh Miller, District Manager, St. Lucie West Services District (“SLWSD”) – in-person  
Maddie Maldonado, Director of Office Administration – in-person  
Gerard Rouse, Assistant Public Works Director, SLWSD – in-person  
Thomas Bayer, Assistant Utilities Director, SLWSD – in-person  
Searg Davidian, Assistant Public Works Director – in-person  
Lisa-Marie Beans, Human Resources Specialist, SLWSD – in-person  
Anderson “Andy” Bomjardim, Public Information Officer, SLWSD – in-person  
Ruth Holmes, District Counsel, Torcivia, Donlon, Goddeau & Ansay, P.A. – in-person  
Brian Stahl, District Engineer, Infrastructure Solution Services. – in-person  
Jason Pierman, Secretary/Treasurer, Special District Services, Inc. (“SDS”) – in-person  
Laura Archer, Recording Secretary, SDS – in-person  
Stephanie Brown, SDS – in-person

Also present were District residents Deane Piekara, Ms. Renais, Joanne Graci and Jack Doughney; and Donna Rhoden of the City of Port St. Lucie.

**Guests Present (Sign-In Sheet Attached)**

**A. Call to Order**

Vice Chairman Graci called the Regular Board Meeting to order at 9:00 a.m.

**B. Pledge of Allegiance**

**C. Roll Call**

It was noted that all 5 Supervisors were in attendance.

It was also noted that Ms. Carvelli and Mr. Dolan were both sworn in at yesterday's Workshop.

#### **D. Election of Officers**

Supervisor Haseltine nominated Dominick Graci as Chairman, seconded by Supervisor Dolan.

Supervisor Carvelli nominated Diane Haseltine as Vice Chairperson. There was not a second.

Vice Chairman Graci nominated Gregg Ney as Vice Chairman, seconded by Supervisor Haseltine.

Vice Chairman Graci nominated Daine Haseltine as Secretary, seconded by Supervisor Dolan.

A **MOTION** was made by Gregg Ney, seconded by Diane Haseltine and passed unanimously electing the following slate of officers:

Chairman – Dominick Graci  
Vice Chairman – Gregg Ney  
Secretary – Diane Haseltine  
Treasurer – Jason Pierman  
Alternate Secretaries – Rose Carvelli and Kevin Dolan

#### **E. Approval of Minutes**

- 1. November 4, 2024, Workshop**
- 2. November 5, 2024, Public Hearing & Regular Board Meeting**

The minutes of the November 4, 2024, Workshop and the November 5, 2024, Public Hearing & Regular Board Meeting were presented for consideration.

A **MOTION** was made by Vice Chairman Ney, seconded by Secretary Haseltine approving the minutes of the November 4, 2024, Workshop, as presented and the minutes of the November 5, 2024, Public Hearing & Regular Board Meeting, as presented. Upon being put to a vote, the **MOTION** carried 5 to 0.

#### **F. Public Comment**

Mr. Piekara referenced the Reserve CDD study and noted that he felt it was unfair for existing District customers to bear the cost of the Reserve CDD when it was poorly managed. He indicated it was a lot of money and he is very concerned about where the funds will come from if the Board approves providing them with District services. He feels the Reserve should be the only ones being assessed for these upgrades.

Chairman Graci agreed with Mr. Piekara's comments, noting that the Reserve needs to make an investment in their future with the District.

That concluded the public comment portion of the meeting.

**G. District Attorney**  
**DA 1 – Status Report/Updates**

Ms. Holmes gave a synopsis of the items she had worked on and indicated that she was looking into fluoride in water requirements.

A brief discussion ensued.

**H. District Engineer**  
**DE 1 – Status Report/Updates**

Mr. Stahl presented the Infrastructure Solutions Services' (ISS) Reserve Community Development District Utilities Engineering Evaluation, first going over their service area and the engineering evaluation approach, pointing out their secondary interconnects and ISS's water and sewer recommendations along with an improvements cost summary and a conversions cost summary. Mr. Stahl then noted that the upgrades were broken down into 3 phases with Phase 1 requiring immediate attention; Phase 2 being investment upgrades; and Phase 3 being lifecycle replacements.

Mr. Stahl was thanked for his presentation and Chairman Graci noted that all the information provided would be used for negotiation purposes.

**I. District Manager**  
**Action Items**

**DM 1 – Consider Reserve CDD Engineering Evaluation Acceptance and Consider Authorization to Negotiate with the Reserve CDD**

Mr. Miller presented the item and suggested forming a Negotiation Team.

A **MOTION** was made by Vice Chairman Ney, seconded by Supervisor Dolan and passed unanimously accepting the Infrastructure Solution Services' Reserve Community Development District Utilities Engineering Evaluation and moving forward with negotiations with the Reserve CDD by forming a committee for those purposes.

Discussion then ensued regarding who the committee should be made up of.

A **MOTION** was then made by Vice Chairman Ney, seconded by Secretary Haseltine and passed unanimously appointing a Negotiation Team made up of Mr. Miller, Chairman Graci and Jack Doughney, the District's Intergovernmental Liaison.

**DM 2 – Consider Resolution No. 2024-21 – Authorizing Electronic Approvals and Check Signers**

Resolution No. 2024-21 was presented, entitled:

**RESOLUTION NO. 2024-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ST. LUCIE WEST SERVICES DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Pierman noted that the resolution had been revised to reflect “Joshua Miller” instead of “Josh Miller.” He further noted that the blank within the document would reflect “Dominick Graci” as he had been nominated to the position of Chairman.

A **MOTION** was made by Vice Chairman Ney, seconded by Supervisor Dolan and passed unanimously adopting Resolution No. 2024-21, as amended.

**DM 3 – Other Items**

Mr. Miller referred to the fluoride memo stating that it was in the District’s best interest to follow the Florida Surgeon General’s recommendations.

Mr. Miller reminded everyone of the Annual Staff Meeting on December 11, 2024, at 11:30 am.

Mr. Miller noted that the Lake Harvey Improvement costs were approximately \$30,000 and mainly involved the lighting improvements.

That concluded Mr. Miller’s updates.

**J. Consent Agenda**

**CA 1 – Monthly Report on Public Works Department**

**CA 2 – Monthly Report on Utilities Operations**

**CA 3 – Monthly Report on Capital Improvement Projects**

**CA 4 – Monthly Report on Billing and Customer Service**

**CA 5 – Financial Statements for October, 2024**

**CA 6 – Consider Approval to Transfer Funds for the R&R Account and WCF Account Requisitions**

**CA 7 - Surplus Items**

A **MOTION** was made by Secretary Haseltine, seconded by Vice Chairman Ney approving Consent Agenda items CA 1 through CA 7, as presented. Upon being put to a vote, the **MOTION** carried unanimously.

**K. Supervisor Requests**

Supervisor Dolan had nothing at this time.

Secretary Haseltine congratulated all for a successful 2024 and indicated she was looking forward to the Annual Meeting.

Vice Chairman Ney thanked staff and management for a great 2024.

Ms. Carvelli noted, as the “new kid,” that she was listening, learning and hoped to be prudent to the District.

Chairman Graci praised the staff and indicated he was looking forward to 2025.

**L. Adjournment**

There being no further items to be addressed, the Regular Board Meeting was adjourned at 9:42 a.m. by Chairman Graci. There were no objections.

Regular Board Meeting Minutes Signature Page

\_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Secretary/Assistant Secretary

Date Approved \_\_\_\_\_

# St. Lucie West Services District

## Board Agenda Item

Tuesday, January 7, 2025

### Item

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DA 1    Status Report/Updates

### Summary

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This report is provided for your review and information.

### Recommendation

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### Budget Impact

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Project Number:

Available Project Budget: \$0.00

ORG Number:

This Project: \$0.00

Available Balance: \$0.00

### Board Action

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Moved by:

Seconded by:

Action Taken:

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**TORCIVIA, DONLON,  
GODDEAU & RUBIN, P.A.**

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CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

December 20, 2024

St. Lucie West Services District  
District Attorney's Report  
Time Period: November 15, 2024-December 17, 2024

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As SLWSD Counsel for the time period identified above, this firm worked with staff or provided representation on the following matters:

1. Attended regular monthly Board Meeting;
2. Additional work on the sale of SLW Bayshore Blvd monument signage to the City of Port St. Lucie;
3. Provided advice on SLW's obligations regarding a utility customer's bankruptcy filings;
4. Drafted "piggyback" contracts for: facility sandblasting and protective coating; and uniform laundering services; and
5. Drafted Human Trafficking and E-Verify affidavits; provided standard addendum for SLW's use with existing contracts to avoid re-drafting of existing contracts in order to comply with state requirements.

Sincerely,

*Ruth A. Holmes*  
Ruth A. Holmes, Esq.



# St. Lucie West Services District

## Board Agenda Item

Tuesday, January 7, 2025

### Item

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DE 1 Status Report/Updates

### Summary

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This report is provided for your review and information.

### Recommendation

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### Budget Impact

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Project Number:

Available Project Budget: \$0.00

ORG Number:

This Project: \$0.00

Available Balance: \$0.00

### Board Action

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Moved by:

Seconded by:

Action Taken:

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**Client:** St. Lucie West Services District  
**Topic:** Monthly Project Status Report – January 07, 2025  
**Date of Status:** 12/16/2024

- 1) General
  - i) SLWSD and ISS have regular telecons and meeting discussions that are incorporated in the project statuses below.
  - ii) SLWSD to communicate with ISS to provide direction and updates on IRSC and Reserve CDD projects.
  
- 2) SLW 018 Stormwater Review
  - i) Status:  
No new action and/or resubmittal of pending work authorization applications.
  
- 3) SLW031 System Engineer's Bond Report
  - i) Status: ISS completed the System Engineer's Bond Report which was approved by the Board of Supervisors in July 2024 and provided to the Bond Issuance Team.
  
  - ii) Actions:  
None
  
- 4) SLW034 Reserve CDD Engineering Evaluation
  - i) Status:
    - a. SLWSD Board approved the Task Order at their meeting on July 8, 2024.
    - b. ISS submitted a Preliminary Evaluation Report on Oct 11, 2024.
    - c. ISS submitted a draft Final Evaluation Report on Nov 19, 2024.
    - d. ISS attended the SLWSD Board meeting on Dec 3, 2024 and presented the Report (Powerpoint)
  - ii) Actions:
    - a. SLWSD and Reserve CDD Boards initiating negotiations for SLWSD to combine the Reserve system into the SLWSD system.
    - b. ISS is on standby for question responses or additional Final Report comments from those negotiations. SLWSD staff to review and provide any comments on the draft report prior to ISS producing the final document.
  
- 5) SLWXXX DIW Civil/Site and Piping Improvements for UIW Project
  - i) Status:
    - a. ISS attended a meeting on August 30 with SLWSD staff and Hydro Designs engineers to discuss the Deep Injection Well civil/site design needs.
  - ii) Actions:
    - a. ISS preparing a Task Order to perform the engineering design needed

At SLWSD's request, ISS is in the process of preparing the following District System Future Task Orders:

- a) SLWSD Water System Design Criteria Package
- b) Ion Exchange Pilot Testing
- c) Update Utility Standards - Future
- d) Concept Design & Cost Estimate for the WWTF Third Train - Future
- e) WTP Onsite Potable Storage Assessment - Future
- f) WWTF Grease Collection System - Future
- g) SLWSD System Wide Irrigation Modeling (10 HOAs±) – Future
- h) Stormwater Control Structures Evaluation



# St. Lucie West Services District

## Board Agenda Item

Tuesday, January 7, 2025

### Item

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**DM 1          Consider Approval of Piggyback Agreement with Shamrock Restoration Services, Inc.**

### Summary

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Provided for your review and consideration is a piggyback agreement with Shamrock Restoration Services, Inc. This company provides industrial coating services and repairs. They have recently completed the exterior coatings for our Potable Storage Tanks, Water Treatment Plant, and Clearwell Building on time and to our satisfaction.

Shamrock Restoration Services was requested by staff to provide a piggyback agreement for the District to use for future projects. The attached contract with the City of Naples RFP#19-051 was provided.

The City of Port St. Lucie along with other community development districts such as the Villages have piggybacked this contract as well.

### Recommendation

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*Staff recommend approval to piggyback the City of Naples Contract with Shamrock Restorations Services, Inc.*

**District Manager: Joshua C Miller**

**Assistant District Manager: Gerard Rouse**

**Assistant Utilities Director: TJ Bayer**

### Budget Impact

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Project Number:

ORG Number:

Available Project Budget:

This Project:

Available Balance:

### Board Action

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Moved by:

Seconded by:

Action Taken:

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**AGREEMENT FOR SANDBLASTING, PROTECTIVE PAINTING AND COATING SERVICES**  
**(Utilizing the City Naples, Florida Contract No. 20200060; Clerk Tracking No.: 2019-00204)**

THIS AGREEMENT FOR SANDBLASTING, PROTECTIVE PAINTING AND COATING SERVICES (“Agreement”) is made as of \_\_\_\_\_, by and between the ST. LUCIE WEST SERVICES DISTRICT, a Florida Community Development District, organized and existing under the laws of the State of Florida, located at 450 SW Utility Dr., Port St. Lucie, FL 34986 (“DISTRICT”), and SHAMROCK RESTORATION SERVICES, INC., a Corporation authorized to do business in the State of Florida, located at 27091 Osage Street, Brookesville, FL 34601 (“CONTRACTOR”).

**RECITALS**

**WHEREAS**, the DISTRICT’s Utility Department is need of a company to perform sandblasting, painting, and protective coating services for its water and waste water facilities; and

**WHEREAS**, the DISTRICT’s General and Procedural Rules authorize purchases of goods and services utilizing other current governmental competitively procured contracts, a lawful process often referred to as “piggybacking”; and

**WHEREAS**, on September 18, 2019, the City of Naples, Florida (“Naples”) competitively awarded the CONTRACTOR a contract for sandblasting, painting, and protective coating services, Contract No.: 2020060, attached hereto as **Exhibit “A”** upon Naples, Request for Proposal No.: 19-051, attached hereto as **Exhibit “B”** valid until March 31, 2023 with two (2) additional one (1) year renewal terms. The Memorandum setting forth Naples’ contract term and renewal periods is attached hereto as **Exhibit “D”** ; and

**WHEREAS**, Naples and the CONTRACTOR have exercised each additional one year renewal terms, extending the Naples Contract term to March 31, 2025; and

**WHEREAS**, the DISTRICT has requested, and the CONTRACTOR (along with Naples) has agreed to extend the terms and conditions of the Naples Contract to the DISTRICT; and

**WHEREAS**, the DISTRICT has reviewed the unit prices Naples negotiated and received for the work performed by CONTRACTOR, as provided in **Exhibit “C”**, and determined that the unit prices are competitive and will result in the best value to the DISTRICT; and

**WHEREAS**, **Exhibits A, B, C and D** are incorporated herein by reference and collectively referred to as the “Naples Contract; and

**WHEREAS**, the DISTRICT finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Contract. The Naples Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The DISTRICT shall have all rights and obligations of Naples as set forth in the Naples Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the Naples Contract and valid until January \_\_, 2027 with option to renew for two (2) additional

one (1) year terms unless earlier terminated in accordance with the Naples Contract terms. This Agreement may be extended by the DISTRICT'S District Manager consistent with extensions of the Naples Contract.

3. Fee and Ordering Mechanism.

- A. For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to be paid the unit prices set forth in the Naples Contract. Subject to an approved annual appropriation by the DISTRICT, the DISTRICT will issue Purchase Order(s) under this Agreement for specific scopes of work for a stated maximum not to exceed amount (or such lesser amount appropriated); CONTRACTOR shall not exceed amounts expressed on any Purchase Order unless approved in writing by an amendment to this Agreement executed by the CONTRACTOR and the DISTRICT.
- B. This Agreement does not guarantee that the DISTRICT will utilize the CONTRACTOR in any capacity or for any services hereunder. When the DISTRICT identifies a need for the CONTRACTOR's services, the DISTRICT will request a proposal from the CONTRACTOR to provide the services requested. The CONTRACTOR's proposal shall be submitted to the DISTRICT and shall be based on the unit pricing specified in the Naples Contract. Upon receipt of the CONTRACTOR's proposed work order, the DISTRICT shall decide in its sole discretion whether to award the work order to the CONTRACTOR.
- C. The CONTRACTOR shall not provide any services under this Agreement without a DISTRICT issued Purchase Order specifically for the purpose stated, which shall include the applicable services to be provided and the amount the DISTRICT will pay to the CONTRACTOR. The CONTRACTOR shall not perform services which are outside the scope of an issued Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the CONTRACTOR. The pricing in each Work Order shall be consistent with the unit pricing set forth in the Naples Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement (including its exhibits);
- b. The Naples Contract; and,
- c. The DISTRICT issued Purchase Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the DISTRICT for review and approval by the DISTRICT's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement. Invoices will be paid in accordance with the Local Government Prompt Payment Act and normally within thirty (30) days following the DISTRICT representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the DISTRICT. This certifies that all services have been properly performed and all charges have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The DISTRICT will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in St. Lucie County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall

be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- B. Except for any obligation of the CONTRACTOR to indemnify the DISTRICT, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The DISTRICT and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. Public Records. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the DISTRICT as provided under section 119.011(2), Florida Statutes, specifically agrees to:
  - 1. Keep and maintain public records required by the DISTRICT to perform the service.
  - 2. Upon request from the DISTRICT custodian of public records or designee, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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 this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the DISTRICT.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO C O N T R A C T O R ' S D U T Y T O P R O V I D E P U B L I C R E C O R D S R E L A T I N G T O T H I S A G R E E M E N T, P L E A S E C O N T A C T T H E D I S T R I C T ' S M a d e l i n e M a l d o n a d o, S t. L u c i e W e s t S e r v i c e s D i s t r i c t, M a i n # ( 7 7 2 ) 3 4 0 - 0 2 2 0 e x t 1 0 1 o r [mmaldonado@slwsd.org](mailto:mmaldonado@slwsd.org), o r m a i l : 4 5 0 S . W . U T I L I T Y D R I V E , P O R T S T . L U C I E , F L O R I D A 3 4 9 8 6 .**

J. Scrutinized Companies.

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the DISTRICT may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the DISTRICT may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the DISTRICT for the term of this Agreement, including any and all renewals.

5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the DISTRICT of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.



K. E-Verify. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Sec. 448.095 (5)(a), Florida Statutes.

Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien";
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the DISTRICT upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the DISTRICT terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded an Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the DISTRICT as a result of the termination of the Agreement.

L. Compliance with Section 787.06, Florida Statutes (2024)

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

M. Insurance. All required insurance (except Worker's Compensation) shall, at no cost to the District, name St. Lucie West Services District, its Board of Supervisors, officers, employees and agents, as Additional Insured and must conform to the requirements set forth in the Naples Contract.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR hereto have made and executed this Agreement for Sandblasting, Protective Painting and Coating Services as of the day and year first above written.

**ST. LUCIE WEST SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairman

**ATTEST:**

By: \_\_\_\_\_  
Secretary

**CONTRACTOR: SHAMROCK RESTORATION SERVICES, INC.**

By: \_\_\_\_\_

[Corporate Seal]

Print Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of **Shamrock Restoration Services, Inc.** a Corporation authorized to do business in the State of Florida, who is  personally known to me or  who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Shamrock Restoration Services, Inc.** the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:  
My Commission expires: \_\_\_\_\_

**Exhibit "A"**

**Agreement for Sandblasting, Protective Painting and Coating Services, between the City of Naples and Shamrock Restoration Services, Inc., Contract No. 20200060; Clerk Tracking No.: 2019-00204 – 10 pages**

**CITY OF NAPLES, FLORIDA  
AGREEMENT  
(SERVICES)**

**Bid/Proposal No.**                    **RFP No. 19-051**  
**Clerk Tracking No.**                2019-00204  
**Project Name:**                    **Sandblasting, Painting, Coating Services**

THIS AGREEMENT (the "Agreement") is made and entered into this **18<sup>th</sup> day of September 2019** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Shamrock Restoration Services, Inc.**, a Florida Corporation authorized to do business in Florida that is located at: **27091 Osage Street; Brooksville, Florida 34601** (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a **Proposal No. RFP 19-051** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

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

**ARTICLE ONE  
CONTRACTOR'S RESPONSIBILITY**

- 1.1. The Services to be performed by the CONTRACTOR are generally described as **Sandblasting, Painting, Coating Services** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.
- 1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.
- 1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, registration, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.
- 1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation that is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever.

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services;  
or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### **ARTICLE THREE TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Projects assigned to this Agreement and **shall be performed through March 31, 2023** with the mutually agreed upon option between the CITY and CONTRACTOR of two (2) one-year renewals. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Not applicable to this Agreement.

3.6 Bond. Not applicable to this Agreement.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed a Department's Annual Adopted Budget with an estimated annual expenditure of **\$450,000.00 for the Library of four Sandblasting, Painting, Coating Services CONTRACTORS** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

#### **ARTICLE FIVE MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

#### **5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE**

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 City of Naples' Custodian of Public records, the City Clerk at Telephone: **239-213-1015**; Email: **[PublicRecordsRequest@naplesgov.com](mailto:PublicRecordsRequest@naplesgov.com)**; Address: **735 8<sup>th</sup> Street S., Naples, Florida 34102**; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service

(b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. 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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

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

#### **ARTICLE SIX INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Contract.

#### **ARTICLE SEVEN INSURANCE**

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as EXHIBIT C and made a part of this Agreement.

#### **ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

#### **ARTICLE NINE WAIVER OF CLAIMS**



9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

#### **ARTICLE TEN TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar days written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

#### **ARTICLE ELEVEN CONFLICT OF INTEREST**

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

#### **ARTICLE TWELVE MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN  
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **Charles T. Chapman IV**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Shamrock Restoration Services, Inc.  
27091 Osage Street; Brooksville, Florida 34601  
Attention: **Michael Reynolds**, President      FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN  
MISCELLANEOUS**

14.1. The CONTRACTOR assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as EXHIBIT D.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

#### **ARTICLE FIFTEEN APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

**END OF ARTICLE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.



By: *Patricia L. Rahabosk*  
Patricia L. Rahabosk, City Clerk

**CITY:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: *Charles T. Chapman IV*  
Charles T. Chapman IV, City Manager

Approved as to form  
and legal sufficiency:

By: *James D. Fox*  
James D. Fox, City Attorney

**CONTRACTOR:**

SHAMROCK RESTORATION SERVICES, INC.  
27091 Osage Street  
Brooksville, Florida 34601  
Attention: **Michael Reynolds**, President

**CONTRACTOR:**

*Marilyn Tate*  
Witness

MARILYN TATE  
Witness Printed Name

By: *Michael Reynolds*

Printed Name: Michael Reynolds

Title: Pres

FEI/EIN Number: On File  
Florida Corporation (FL)

(CORPORATE SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Proposal, any Issued Addendum(s)(one) and Vendor's Submittal of (RFP) Request For Proposal No.19-051, titled Sandblasting, Painting, Coating Services herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

**Exhibit "B"**

**City of Naples Sandblasting, Painting, and Coating Services Request for Proposal No.: 19-051,  
City of Naples Release and Affidavit Form, General Insurance Requirements, Fully Executed  
Certification with Immigration Laws, and RFP Addendum 1 – 13 pages**

**City of Naples, FL**  
**Sandblasting, Painting, Coating Services**  
**RFP No. 19-051**

**A. INTRODUCTION**

The City of Naples desires to enter into a contractual relationship with contractors capable of providing protective coating services including structural repairs, concrete protection, steel protection, and rehabilitation of water and wastewater piping, buildings, structures and tanks utilizing modified epoxy protective coatings and any related services as required by the City on either an as needed basis or on a periodic basis for the City of Naples.

The award of contract(s) shall be based on the selection committees' overall ranking. The City reserves the right to award this contract through an approach which best serves the interest of the City; i.e., to a single vendor, multiple vendors, or by a primary/secondary vendor basis, or on a category-by-category basis.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this Request For Proposal (RFP) will be annual contracts that will be utilized only in the event of specified tasks being issued. As such, no compensation will accrue to the contractor unless and until the contract is utilized in anticipation of a requested task. Potential contractors are solely responsible for their own costs of developing the proposal associated with this RFP.

**B. BACKGROUND**

The City of Naples operating, and capital budgets include appropriated funds for the purpose of general maintenance that includes contracted services for the application of protective coating services.

**C. SCOPE**

The purpose of this RFP is to obtain competitive pricing for qualified contractors in order to obtain annual contracts for general protective coating services for those facilities owned by the City. Those services would include, but not be limited to, structural repairs, concrete protection, and rehabilitation of water and wastewater piping buildings, structures and tanks utilizing modified epoxy protective coatings and any related services as required by the City.

The specifications contained herein describe the general scope of the work for structural repairs and the application of protective coatings to water and wastewater system facilities and infrastructure.

**D. DESCRIPTION OF THE SERVICE**

The awarded proposers will be invited to participate in quoting specific projects as they become available. Specifications describing the work will be supplied by the City for each project that arises. Work will include structural repairs and the application of protective

coatings in a variety of settings. The project locations shall primarily be the City Water Plant, Wastewater Plant, Port Royal Tank Site, East Naples Tank Site, Solana Road Tank Site, and any remote pumping sites. Secondary locations shall include any and all other facilities operated and owned by the City of Naples. Typical facilities would include locations, but not be limited to, rehabilitation work in sewage plant structures, water plant structures, tanks, trains, clarifiers, contact basins, digesters, headworks, grit chambers, containment units, and other water and wastewater processing systems utilizing protective coatings

There will usually be very limited access into the tanks, whether they are above ground or below and, as a result, the work will take place in areas defined by the Occupational Safety and Health Administration (OSHA) as an enclosed space. The dimensions of the tanks will vary depending on functions and locations, but typically horizontal dimensions exceed 80' and depths exceed 20'. The work will involve preparation of surfaces by sandblasting, grit blasting or high-pressure water blasting as required for each particular project and may also involve chemical disinfection. Structural concrete repairs by troweling, gunite, or other specified method of epoxy or cementitious compounds are generally required, as applicable. A protective coating is then applied by either rolling or spraying. The protective coating will normally be a two-part, 100% solids, no-solvents, epoxy.

After completion of the work, the successful vendor shall thoroughly clean the inside of the tank and any surrounding affected areas of all grit, debris, and material residue, and properly dispose of such.

When regular work under this contract is required, the City shall notify the contractor regarding the location and general nature of work, and will issue the proper work orders, purchase orders, and instructions for the execution of the work. In general, the work under this contract will be related, but not strictly limited, to that which is characteristic of protective coating applications within the municipality and its facilities.

The City of Naples seeks to establish contractual arrangements with at least two (2) or more qualified contractors, on an as needed basis, for a three-year period, with the City's option to renew for two additional one-year periods, to provide general concrete and steel rehabilitation, painting and coating services.

#### **E. PRODUCTS TO BE APPLIED**

The concrete repair and patching material, underlayment and primer used shall be of the same manufacturer and/or compatible with the applied coating.

##### **Products Furnished by the Vendor**

The type of protective coating shall be determined based on the application required in the in future spot market competition. This shall be determined by specific factors



such as application, abrasion, adhesion, structure to be coated, allowable shut down time of facility, NSF approval for contact with drinking water, compatibility with existing coating for spot repairs, level of hydrogen sulfide gas chemical resistance, bond strength, humidity level in enclosed spaces and other factors.

Each payment executed under this contract will identify the level of protective coating required with acceptable products specified and pre-approved equals. Reference standards for protective coatings are as follows:

**Severe Wastewater:** ASTM- G210-13 Severe Wastewater Analysis Testing, ASTM D4227 Qualification of Coating Applicators for Application of Coatings to Concrete Surfaces, ASTM D4228 Qualification of Coating Applicators for Application of Coatings to Steel Surfaces, ASTM D-4541 Test Method for Pull Strength of Coatings Using Portable Adhesion Testers.

**Abrasion Resistance:** ASTM D4060 Test Method for Abrasion Resistance, Tensile Strength ASTM D-638, Compressive Strength ASTM D-695

**Contact with Drinking Water:** NSF 61 Approval required for products in contact with drinking water.

#### Patching Materials

**Concrete Patching Material:** Sika, Tnemc, A.W. Cook Cement Silatec MSM Modified Repair Mortar, or pre-approved equal.

#### Products Furnished by the City

Each City project will specify whether the protective coating material and related products will be provided by the City or the contractor. If provided by the City, the specified mastic, primer, cross-link activator, and vinyl liner material will be made available to the contractor's work crew at the job site. Determination of protective coating material quantities (when supplied by the City) and/or specifications for each assignment will be made by the City. The contractor shall provide any and all necessary tools, scaffolding, equipment, materials, and supplies.

The contractor shall be responsible for the proper and necessary use of the materials in the performance of the work. The City will furnish the contractor with any available manufacturer-issued descriptive literature, application instructions, and Material Safety Data Sheets.

## **F. CLEAN-UP**

All unusable materials and spills shall be removed from the premises immediately and disposed of in an appropriate manner. Upon final completion, the awarded contractor shall

thoroughly clean up all areas where work has been involved as mutually agreed with the City's project manager.

#### **G. COMPLETION OF WORK**

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the successful bidder(s); except in such cases where the completion date will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the successful vendor shall notify the City of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the City.

Should an awarded vendor fail to complete the work issued within a specific project under this contract within the number of days as negotiated for the project, or the timeframe cited in the specifications of the project, the City may terminate the order, secure the services of another vendor to complete the work, and/or terminate the contract with the vendor.

#### **H. MANUFACTURER'S FIELD SERVICE TECHNICIAN SERVICES**

The contractor shall obtain the services of the Coating Manufacturer's Field Service Technician upon request of the City. The Coating Manufacturer's Field Service Technician shall provide inspection of surface preparation, coating application and final inspection upon request by the City.

#### **I. PRICING AND PERFORMANCE**

Contractor shall supply all labor, materials, equipment and any other incidental item necessary to complete the services specified in each project that may be executed under this contract. The proposed price of the project shall provide full compensation to the vendor and shall include all elements of cost to perform and complete the work. No additional cost will be paid by the City.

For purposes of this solicitation, the contractor shall provide a rate sheet that shall include all labor rates, equipment rates, and material mark-up percentages for purposes of evaluating proposals that may be awarded contracts under this solicitation. These rate sheets shall also be incorporated into awarded contracts. These rates shall be the rates that future projects will be based on when preparing estimates/quotes for applicable projects. Contracts awarded under this solicitation will also have the ability to be negotiated on a lump sum basis – whatever may be in the best interest of the City.

#### **J. WARRANTY**

The warranty period for the coating installation shall be a minimum of one year for defects in installation.

The warranty period for the protective coating manufacturer shall be a minimum three years for defects in material.

## **K. SUPPLEMENTAL CONDITIONS**

### **TIME FOR COMPLETION**

The contractor shall commence work in accordance with mobilization schedule set forth within these specifications. The contractor shall expedite the work and fully complete tasks within the minimum amount of time possible. It shall be understood that extraordinary emergency conditions including, but not limited to, fire, flood, or danger to life and property may make it necessary for the work to be performed outside of the typical working hours defined herein.

Typical working hours for the purposed of this Contract shall be Monday through Friday, 7:00 AM through 5:00 PM inclusive.

### **TOOLS**

Upon request, each Bidder shall submit a detailed list of all appropriate power tools and minor equipment available for work under this Contract. The City reserves the right to reject the Bid of any contractor who, in the City's estimation, does not own and have available the tools and equipment necessary to perform the types of work anticipated under this Contract.

All costs associated with the operation, maintenance, and repair of all tools and equipment typically needed to perform the work shall be included within the labor rate bid items.

### **PARTS, MATERIALS, AND EQUIPMENT RENTAL MARKUPS**

Contractor purchased equipment, parts, or materials will be based on the contractor's price from a wholesale supply house plus a mark-up of no more than 10%. The contractor's invoices will clearly show the manufacturer's part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted with contractor's invoice.

Upon prior approval by the City, the contractor may rent specialty equipment (i.e. crane, hoist, etc.) for specific projects authorized under this contract. Payment shall be in accordance with the actual invoice for the rental plus the approved mark-up of a maximum of 10%. The bidder must indicate all applicable discounts (if any) within the compensation schedule of the proposal.

### **WORKMANSHIP AND MATERIALS**

All materials to be provided by the CONTRACTOR shall be new and of the best quality for the use intended. The City shall be the sole judge of the class, grade, quality, and type of materials furnished and incorporated into the Work. The quality of the workmanship entering into the Work shall conform to generally accepted construction practices and procedures and shall be that necessary to complete all Work in a

professional manner. The City of Naples reserves the right to reject any and all Work that is not of the highest quality available for the particular task.

**Approved Manufacturers:**

- Tnemec Inc.
- Belzona International Ltd
- International Paint
- Raven Lining Systems

**ADDITIONAL MANUFACTURES MAY BE ADDED**

The contractor shall furnish all labor, incidental materials (nails, fasteners, etc.), customary hand tools, minor equipment, maintenance of all tools/equipment, cost of insurance, etc. necessary to complete the work as directed by the City.

**PAYMENT**

The contractor shall furnish all labor, incidental materials (nails, fasteners, etc.), customary hand tools, minor equipment, maintenance of all tools/equipment, cost of insurance, etc. necessary to complete the work as directed by the City.

The rates stated in the proposal to be paid for under the respective items shall be payment in full for the completion of all work performed under this contract and shall include compensation for all incidental work and expenses directly or indirectly connected therewith. Payment for these electrical services shall be made at the Contractor's corresponding unit price for labor, equipment and materials. The labor and equipment rates shall be inclusive of all equipment, material, labor, mobilization/demobilization, use of specialty equipment (including set-up and operation for the equipment), equipment, material, labor, or resources necessary (including power generation, tanks, trucks, and boom trucks, lift equipment, and etc) for the services as required to perform the work specified in the task order; and maintenance of traffic within City right-of-way.

**MOBILIZATION/DEMOBILIZATION**

ALL MOBILIZATION COST MUST BE INCLUDED AS PART OF THE LABOR AND EQUIPMENT RATES PROVIDED WITHIN THIS PROPOSAL. There shall not be any mobilization/demobilization costs billed under this contract.

**TRAFFIC CONTROL**

Payment for maintenance of traffic (County Road) shall be provided within the Contractor's lump sum unit price within their proposal for a "per each day/week traffic maintenance" as required, to perform the assigned work. Maintenance of traffic provisions must conform to the requirements of the governmental agency having jurisdiction over the right-of-way (Collier County). The Contractor's unit price shall

include full compensation for all labor, materials, and equipment required to setup; permit, maintain and remove all necessary maintenance of traffic provisions, in accordance with the specifications.

#### QUALITY OF WORK AND MATERIALS

All work shall be performed according to recognized industry standards and shall be in accordance with all Federal, State, and Local codes. All materials used shall be new and shall carry the full manufacturer's warranties (transferable to the City).

#### AMOUNT OF WORK

The City of Naples makes no assurances, intended or implied, that the awarded contractors will receive any given number of service requests during the contract period, or that any total dollar expenditure is guaranteed during the period of the contract. The City also reserves the right to cancel the contract at any time with or without cause and without penalty or obligation.

#### COMPLIANCE WITH GOVERNMENT STANDARDS

All services to be purchased under this RFP shall be in accordance with all governmental standards, to include, but not limited to, those issued by the American National Standards Institute (ANSI), the American Society for Testing Materials (ASTM), the Environmental Protection Agency (EPA), The Instrument Society of America (ISA), the International Standards Organization (ISO), Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the National Fire Protection Association (NFPA). Special attention is made to OSHA's 29CFR 1910 regulations relating to hazardous atmospheres in confined spaces. Proposers will be responsible for ventilation and Personal Protection Equipment (PPE) per OSHA requirements.

It shall be the responsibility of all proposers to be regularly informed and to conform to any changes in standards issued by any regulatory agencies during the term of this contract.

#### L. INSURANCE

The City's General Insurance Requirements on page 9 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below may be required at the time of contract depending on the scope of services. **UMBRELLA LIABILITY:** With limits of not less than \$5,000,000 per occurrence covering all work performed under this contract. **HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed

upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

1. **CONTRACTORS POLLUTION LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, all hazardous materials identified under the contract.
2. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
3. **DISPOSAL** – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
4. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
5. **CERTIFICATES OF INSURANCE** – Shall clearly state the hazardous material exposure work being performed under the contract.

# CITY OF NAPLES RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)  
STATE OF (FLORIDA)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who, after being duly sworn deposes and says of him/her personal knowledge the following:

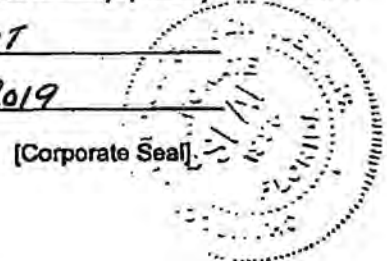
- 1.) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ to be received \_\_\_\_\_, ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Naples, Florida, ("the City") relating in any way to the performance of the Agreement between Contractor and the City, dated \_\_\_\_\_, 20\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.
- 2.) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the City might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon the City's payment to Contractor.
- 3.) Contractor agrees to indemnify, defend and save harmless the City from all demands or suits, actions, claims of liens or other charges filed or asserted against the City arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- 4.) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. \_\_\_\_\_.

CONTRACTOR

BY: Michael Reynolds

ITS: PRESIDENT

DATE: 9-4-2019



Katherine G. Gomez  
Witness  
President

Ramela Kirby  
Witness

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September 2019, by Michael Reynolds, as President of Shamrock Restoration Services Inc. a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced FLDL as identification and did (did not) take an oath.

My Commission Expires: Aug 26, 2022



(AFFIX OFFICIAL SEAL)

Katherine G. Gomez  
(Signature of Notary)

Name: Katherine G. Gomez  
(Legibly Printed)

Notary Public, State of FLORIDA

Commissioner No. GB 252500

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly authorized to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

*[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-\_\_ ]*



**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **President of the Shamrock Restoration Services, Inc.**, company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 4 day of September 2019.

By:   
Michael Restorick

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 1**

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
7/22/19	Sandblasting, Painting, Coating Services	19-051	8/13/2019 2:00PM

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following answer to written submitted questions:

1. The RFP has no request for a pricing structure or unit rates. Question: How will you determine the successful contractor? Will there be a request for proposal for each project the City wants to perform?

**RESPONSE:** The submittal is required to include a "5-TAB" document in which Tab 4 will include the proposer's labor and equipment rates. The proposer is responsible for providing their own rates applicable to their company. The labor and equipment rates will be evaluated by the evaluation committee.

Upon multiple contractors being awarded an annual contract under this RFP, staff will typically request quotes pursuant to these annual contracts for specific projects. The quotes provided by the awarded contractors will utilize their labor/equipment rates being submitted as part of this RFP.

2. The RFP has no qualification nor evaluation of the contractors bidding this project. Question: How will you determine the qualified contractor without this information?

**RESPONSE:** See page 31 of the RFP; "TAB 2 - "Qualifications".

3. RFP General Conditions Item 40. Cost Reimbursement. Question: No overhead and profit is allowed on the material cost?

**RESPONSE:** See page 34 of the RFP; "TAB 4 - Compensation Schedule".

4. RFP Special Conditions: F Security/Bid Bond? Question: Item F: Is there a bid bond required with this proposal and for what amount?

**RESPONSE:** No Bid Bond required for this RFP.

5. Submission Check list. Page 14 of 34 Question: Please give us references in the bid documents that are relevant to these check list items?

**RESPONSE:** Page 14 is a general reminder for each bidder to adhere to all requirements of the RFP. It shall be the bidder's responsibility to ensure all information is included and accounted for.

6. Page 23 City of Naples, FL Sandblasting, Painting, Coating Services. Question: Sheet 26 of 34 I.: Second Paragraph "Contractor shall provide a rate sheet". There is not a rate sheet in the proposal, please provide one.?

**RESPONSE:** The bidder is responsible for drafting their rate sheet applicable for this solicitation.

7. City of Naples, FL Sandblasting, Painting, Coating Services. Sheet 27 of 34: Parts, Materials and equipment rental Markups is 10%. Question: What is the allowable mark up on Labor?

**RESPONSE:** Typically, the allowable mark-up for subcontracted labor is comparable or the same as material mark-up.

8. City of Naples, FL Sandblasting, Painting, Coating Services. Sheet 29 of 34: L. Insurance \$ 5 Mill. Umbrella Policy. Question: Southland Painting has an additional \$ 4 Mill. Policy, increasing this will be very expensive. Please confirm this requirement.

**RESPONSE:** Confirmed.

9. City of Naples, FL Sandblasting, Painting, Coating Services. Sheet 31 of 34: Note highlighted in Yellow "There is a 30 printed page maximum for the information below. Question: There is no attachment on this Request for proposal. Please review and respond.

**RESPONSE:** This statement refers to each bidder's proposal; each proposal being submitted under this solicitation shall be limited to 30 pages.

###

**Exhibit "C"**

**Shamrock Restoration Services, Inc., Supplies Pricing and Labor Rates – 1 page**

**EXHIBIT B**

**BASIS OF COMPENSATION**

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated below in Exhibit B, which is attached and made part of this Agreement.

Retainage: (N/A) Not applicable to this Agreement.



**Shamrock Restoration Services Inc.**

27091 Osage Street, Brooksville, FL 34601  
813 505-7839 Fax 352-754-7282  
Info@shamrockfl.com

**Labor rates**

<b>Laborer</b>	<b>\$ 25/h</b>	<b>overtime</b>	<b>37.5/h</b>
<b>Painter/sandblaster</b>	<b>\$ 45/h</b>		<b>67.5/h</b>
<b>Foreman</b>	<b>\$ 60/h</b>		<b>90.0/h</b>
<b>Project Manager</b>	<b>\$ 80/h</b>		<b>120.0/h</b>
<b>Inspector</b>	<b>\$ 80/h</b>		<b>120.0/h</b>
<b>Equipment Rental</b>	<b>+10% mark-up</b>		
<b>Material</b>	<b>+10% mark-up</b>		

**END OF EXHIBIT B**

**Exhibit "D"**

**City of Naples Procurement Management Department Memorandum  
Contract Term and Renewal Periods for Contract o.: 2020060- 1 page**

## MEMORANDUM

DATE: 10/28/2021

TO: \*\*\*\*ORIGINAL\*\*\*\*  
CITY CLERK

FROM: Michelle Fentress  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200060  
CONTRACT TITLE: Painting and Coating Services (Piggyback  
Competitive Award)

VENDOR NAME: Restoration & Protective Solutions, LLC.  
VENDOR ADDRESS: 12705 Tamiami Trail  
CITY & STATE: Punta Gorda, FL 33955

VENDOR NAME: Crystal Coatings, Inc.  
VENDOR ADDRESS: 3930 SW 29<sup>th</sup> Place  
CITY & STATE: Ocala, FL 34474

VENDOR NAME: Southland Painting Corp.  
VENDOR ADDRESS: 2635 NW 4<sup>th</sup> Street  
CITY & STATE: Fort Lauderdale, FL 33311

VENDOR NAME: Shamrock Restoration Services, Inc.  
VENDOR ADDRESS: 27091 Osage Street  
CITY & STATE: Brooksville, FL 34601

APPROVED BY COUNCIL: APRIL 13, 2020  
-7.b) APPROVAL TO PARTICIPATE IN THE CITY OF NAPLES CONTRACT  
#RFP 19-051 FOR SANDBASTING, PAINTING, AND COATING SERVICES  
WITH CRYSTAL COATING, RESTORATION & PROTECTIVE  
SOLUTIONS, SHAMROCK RESTORATION SERVICES AND SOUTHLAND  
PAINTING.

CONTRACT TERM: 09/18/19 THROUGH 03/31/23, with two (2) additional  
one-year renewal terms.

Please see the attached for (1) original contract for your records

# St. Lucie West Services District

## Board Agenda Item

Tuesday, January 7, 2025

### Item

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**DM 2      Consider Approval of Piggyback Agreement with Cintas Corporation**

### Summary

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Provided for your review and consideration is a piggyback contract with Cintas Corporation. This company would provide uniform services for our staff.

Currently, uniform services are provided by Unifirst. We have had Unifirst for a long time, and their services have been unsatisfactory. Staff have been working with Unifirst for several months to improve their service with minimal results.

Cintas was approached by staff to provide a piggyback contract for uniform services. The attached OMNIA Vendor Agreement executed between Cintas and University of Nebraska was provided.

Certain divisions of the City of Port St. Lucie along with other Florida municipalities have piggybacked this contract as well.

### Recommendation

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*Staff recommend approval to piggyback the OMNIA Vendor Agreement with Cintas.*

**District Manager: Joshua C Miller**

**Assistant District Manager: Gerard Rouse**

**Assistant Utilities Director: TJ Bayer**

**Assistant Public Works Director: Searg Davidian**

### Budget Impact

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Project Number:

ORG Number:

Available Project Budget:

This Project:

Available Balance:

### Board Action

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Moved by:

Seconded by:

Action Taken:



**AGREEMENT FOR UNIFORM AND FACILITY ITEMS LAUNDRY SERVICES**  
**(Utilizing the Board of Regents of the University of Nebraska, Contract No.: 001299; Request for Proposal No.: 3702-22-4618)**

THIS AGREEMENT FOR UNIFORM LAUNDRY SERVICES (“Agreement”) is made as of \_\_\_\_\_, by and between the ST. LUCIE WEST SERVICES DISTRICT, a Florida Community Development District, organized and existing under the laws of the State of Florida, located at 450 SW Utility Dr., Port St. Lucie, FL 34986 (“DISTRICT”), and CINTAS CORPORATION no. 2, a Corporation authorized to do business in the State of Florida, with its principal office located at 6800 Cintas Blvd., Cincinnati, Ohio 45262-5737 (“CONTRACTOR”).

**RECITALS**

**WHEREAS**, the DISTRICT is need of a company to perform laundry services for District uniforms and facility items; and

**WHEREAS**, the DISTRICT’s General and Procedural Rules authorize purchases of goods and services utilizing other current governmental competitively procured contracts, a lawful process often referred to as “piggybacking”; and

**WHEREAS**, on June 1, 2023, the Board of Regents of University of Nebraska (“University”) awarded the CONTRACTOR a contract for, Contract No.: 001299 and Customer Agreement Addendum No. 2. Both documents are attached hereto (without Contract 001299 exhibits) as **Exhibit “A”**. **Exhibit A** was awarded upon Request for Proposal No.:3702-22-4618, **Exhibit A** is valid until January 31, 2033; and

**WHEREAS**, the DISTRICT has reviewed the prices the University negotiated and received for the work performed by CONTRACTOR, as provided in **Exhibit “B”**, and determined that the prices are competitive and will result in the best value to the DISTRICT; and

**WHEREAS**, **Exhibits A and B** are collectively referred to as the “University Contract; and

**WHEREAS**, the DISTRICT has requested, and the CONTRACTOR has agreed to extend the terms and conditions of the University Contract to the DISTRICT; and

**WHEREAS**, the DISTRICT finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Contract Term, Termination and Extension. The DISTRICT shall have all rights of the University as set forth in the University Contract except as specifically modified herein. The term of this Agreement shall be valid for five (5) years from the effective date of this Agreement or January 8, 2029, unless earlier terminated for convenience within thirty (30) day written notice to CONTRACTOR. Failure of CONTRACTOR to satisfactorily perform the services, in the sole discretion of the DISTRICT, or fulfill the terms of the Agreement may result in written notice to CONTRACTOR immediately terminating its right to proceed as to the whole or any part of the Agreement. Termination shall relieve the DISTRICT of its obligation to compensate CONTRACTOR except for

work performed up to the time of termination. This Agreement may be extended by the DISTRICT'S District Manager consistent with extensions of the Naples Contract.

3. Indemnification. CONTRACTOR shall indemnify the DISTRICT to the fullest extent permitted by law, protect, defend, indemnify and hold harmless, the DISTRICT, its Board of Supervisors, employees, and agents from any and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments to the extent caused by the negligence or willful misconduct of CONTRACTOR, except to the extent caused by the negligence of the DISTRICT, its Board of Supervisors, employees, and agents. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

4. Fee and Ordering Mechanism.

A. For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to be paid the unit prices set forth in **Exhibit B**. Subject to an approved annual appropriation by the DISTRICT, the DISTRICT will issue Purchase Order(s) under this Agreement for specific scopes of work for a stated maximum not to exceed amount (or such lesser amount appropriated); CONTRACTOR shall not exceed amounts expressed on any Purchase Order unless approved in writing by an amendment to this Agreement executed by the CONTRACTOR and the DISTRICT.

B. This Agreement does not guarantee that the DISTRICT will utilize the CONTRACTOR in any capacity or for any services hereunder. When the DISTRICT identifies a need for the CONTRACTOR's services, the DISTRICT will request a proposal from the CONTRACTOR to provide the services requested. The CONTRACTOR's proposal shall be submitted to the DISTRICT and shall be based on the unit pricing specified in the Naples Contract. Upon receipt of the CONTRACTOR's proposed work order, the DISTRICT shall decide in its sole discretion whether to award the work order to the CONTRACTOR.

C. The CONTRACTOR shall not provide any services under this Agreement without a DISTRICT issued Purchase Order specifically for the purpose stated, which shall include the applicable services to be provided and the amount the DISTRICT will pay to the CONTRACTOR. The CONTRACTOR shall not perform services which are outside the scope of an issued Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the CONTRACTOR. The pricing in each Work Order shall be consistent with the unit pricing set forth in the Naples Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- First. This Agreement.
- Second. The DISTRICT issued Purchase Order(s).
- Third. The University Contract.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the DISTRICT for review and approval by the DISTRICT's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement. Invoices will be paid in accordance with the Local Government Prompt Payment Act and normally within thirty (30) days following the DISTRICT representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the DISTRICT. This certifies that all services have been properly performed and all charges have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges if not properly included in this final

invoice are waived by the CONTRACTOR. The DISTRICT will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in St. Lucie County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the DISTRICT, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The DISTRICT and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. Public Records. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the DISTRICT as provided under section 119.011(2), Florida Statutes, specifically agrees to:

1. Keep and maintain public records required by the DISTRICT to perform the service.
2. Upon request from the DISTRICT custodian of public records or designee, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
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 this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the DISTRICT.
4. Upon completion of this Agreement, transfer, at no cost, to the DISTRICT all public records in possession of the CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT custodian of public records or designee, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE DISTRICT'S Madeline Maldonado, St. Lucie West Services District, Main # (772) 340-0220 ext 101 or [mmaldonado@slwsd.org](mailto:mmaldonado@slwsd.org), or mail: 450 S.W. UTILITY DRIVE, PORT ST. LUCIE, FLORIDA 34986.**

J. Scrutinized Companies.

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the DISTRICT may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the DISTRICT may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the DISTRICT for the term of this Agreement, including any and all renewals.

5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the DISTRICT of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

K. E-Verify. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Sec. 448.095 (5)(a), Florida Statutes.

Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

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

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

3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the DISTRICT upon request;

4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

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

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

L. Compliance with Section 787.06, Florida Statutes (2024)

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

M. Insurance. All required insurance (except Worker's Compensation) shall, at no cost to the District, name St. Lucie West Services District, its Board of Supervisors, officers, employees and agents, as Additional Insured and must conform to the requirements set forth in the Naples Contract.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR hereto have made and executed this Agreement for Uniforms and Facility Items Laundry Services as of the day and year first above written.

**ST. LUCIE WEST SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairman

**ATTEST:**

By: \_\_\_\_\_  
Secretary

**CONTRACTOR: CINTAS CORPORATION 2**

By: \_\_\_\_\_

[Corporate Seal]

Print Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of CINTAS CORPORATION 2, a Corporation authorized to do business in the State of Florida, who is  personally known to me or  who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind CINTAS CORPORATION 2 the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:  
My Commission expires: \_\_\_\_\_

**Exhibit "A"**

**Agreement for Uniform and Facility Items Laundry Services between the Board of Regents of the  
University of Nebraska and CINTAS Corporation 2, Contract No. 001299  
and  
Customer Agreement Addendum No. 2**



INTERNAL USE ONLY  
PRO-SERVICE-001299

**University of Nebraska Contract Summary**

CONTRACTOR/COMPANY INFORMATION			
<b>Supplier</b>	CINTAS	<b>Contact</b>	Ryan Duncan
		<b>Email</b>	duncanr@cintas.com

REQUESTING DEPARTMENT	
<b>Participating Campuses</b>	UNMC, UNL, UNO, UNK, UNOP
<b>Administrative Unit/Dept.</b>	P2P
<b>Primary Contact Name</b>	Sydney Zach
<b>Primary Contact Email</b>	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
<b>Contract Summary (brief description and/or event name)</b>	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is \$2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
<b>Purchase Category</b>	Safety				
<b>Total Amount of Spend</b>	2,500,000.00 USD	<b>Start Date</b>	Upon Execution	<b>End Date</b>	1/31/2033 11:59 PM

BID INFORMATION	
<b>Bid Number</b>	3702-22-4618
<b>Competitive Review Findings</b>	Formal Bid Awarded
<b>Contract Information</b>	this is an OMNIA cooperative contract



# **University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions**

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

**The following documents are incorporated by reference into this Master Agreement:**

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

**Order of Precedence:** Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

**Acceptance Agreements:** Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Regents University of Nebraska

Cintas Corp

Signature: Chris Kabourek

Signature: \_\_\_\_\_

Printed Name: Chris Kabourek

Printed Name: Joe Cerni

Title: Senior VP | CFO

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 17:12 CDT

Date: 06/01/23 | 14:42 CDT



RP

## **1. University of Nebraska-Cintas Master Agreement**

## University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

- 1. Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.
- 2. Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/>

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

**3. Purchase Order Requirement.**

- a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.
- b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

**4. Term.** The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

**5. Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

**6. Property Rights.**

- a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.
- b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

- c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

- a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment.** This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum.**

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act.** Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that



is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations.** The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

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40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments.** University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services.** The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

- a. **Service; Frequency.** Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.
- b. **Scope and Limitations of Service.** With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

- a. **Inspection.** Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.
- b. **Deficiencies.** REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

Customer Agreement Addendum No. 2

This Customer Agreement Addendum No. 2 (hereinafter "Addendum") made this [20] of [August] (hereinafter "Execution Date"), by and between Cintas Corporation No. 2, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Blvd., Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, (hereinafter "Cintas" or "Supplier") and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (hereinafter, "University"), through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector, (collectively "Parties"), amends the existing *Workplace Solutions Agreement under RFP No. 3702-22-4618*, (hereinafter, "Agreement") between Cintas and University dated June 1, 2023.

WITNESSETH:

*WHEREAS*, The Parties agree that the intention of Section 7.a.1.4 of the Agreement was to describe University's termination charge obligations to Cintas upon the University's invocation of its termination for convenience right after month thirty-six (36) of the term;

*WHEREAS*, The Parties agree that Section 7.a.1.4 of the Agreement contained an error describing such termination charge obligations after month forty-eight (48) of the term;

*WHEREAS*, The Parties agree that the same error occurred in the Agreement Exhibit titled "Sample Cintas Facilities Solutions Cooperative Acceptance Agreement" (the "Sample Acceptance Agreement");

NOW, THEREFORE, for the mutual promises and covenants and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Section 7.a.1.4 of the Agreement shall be replaced in its entirety with the following: "If this Agreement is terminated for convenience after thirty-six (36) months of service, University shall pay as termination charges the amount equal to thirteen (13) weeks of rental service.

2. Section 17, ("Additional Items") of the exhibit Sample Acceptance Agreement, shall be modified by replacing the words "forty-eight (48) months" with the words "thirty-six (36) months".

3. The Sample Acceptance Agreement shall be renamed "Workplace Solutions Cooperative Acceptance Agreement".

4. If any of the terms of this Addendum conflict with the terms of the Agreement,

the terms of this Addendum shall be controlling.


5. This document may be executed in any number of counterparts.

CINTAS:

UNIVERSITY:

CINTAS CORPORATION NO 2

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

BY: 

BY: Chris Kabourek

NAME: Ryan Duncan

NAME: Chris Kabourek

TITLE: Global Account Manager

TITLE: Interim President

DATE: 08/22/24 | 12:19 CDT

DATE: 08/22/24 | 12:30 CDT

TW 08/22/24 | 07:09 PDT

 08/22/24 | 08:47 CDT



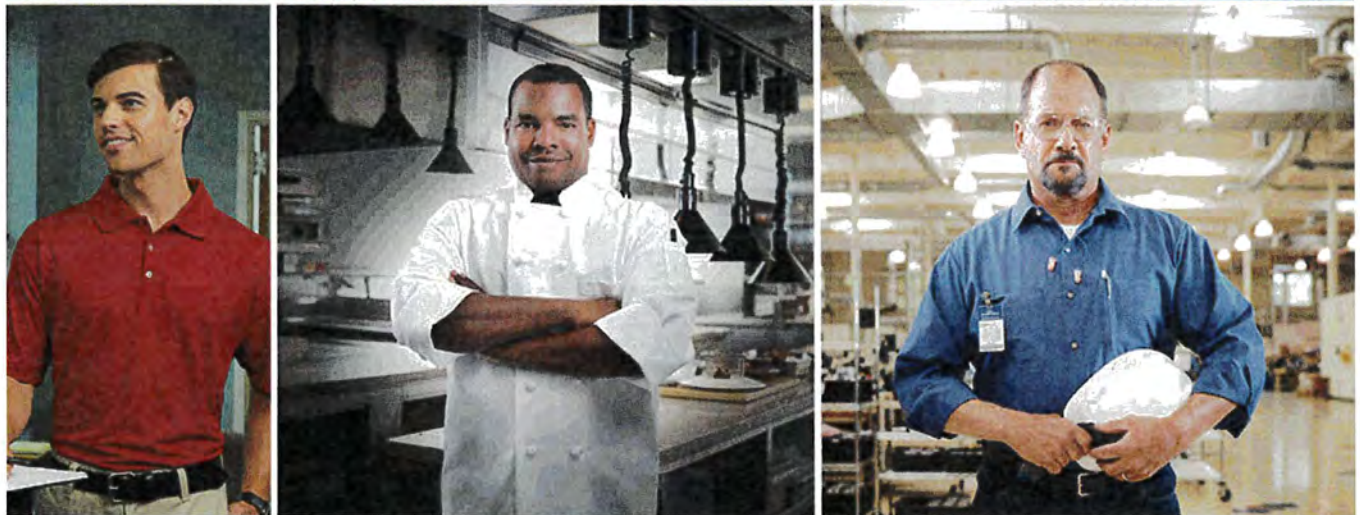
**Exhibit "B"**

**CINTAS Corporation 2 pricing for Uniform and Facility Laundry Services applied to its service provided to the University of Nebraska through Contract No. 001299 and to St. Lucie West Services District**



HARD-WORKING STYLE & COMFORT

READY™



Proposal Date: 11/12/2024




Expiration Date: 12/12/2024

Customer Name <b>St Lucie West Svc District</b>		Prepared For <b>St Lucie West Svc District</b>	
Delivery Address <b>450 Sw Utility Dr</b>		Delivery Address 2 :	
City : <b>Port Saint Lucie</b>	State / Province : <b>FL</b>	Zip / Postal Code : <b>34986</b>	Phone : <b>772-340-0220</b>

## Facility Services

### Non-Garment / Service Group 1

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X10189 3X5 XTRAC MAT ONYX	Weekly	1	\$ 8.554	\$ 8.554
Auto LR: No Buy Back: No				
 X10192 4X6 XTRAC MAT ONYX	Weekly	1	\$ 9.590	\$ 9.590
Auto LR: No Buy Back: No				
 X10202 3X10 XTRAC MAT ONYX	Weekly	1	\$ 11.146	\$ 11.146
Auto LR: No Buy Back: No				
 X84301 3X5 LOGO MAT	Weekly	1	\$ 8.554	\$ 8.554
Auto LR: No Buy Back: No				
 X84401 4X6 LOGO MAT	Weekly	1	\$ 9.590	\$ 9.590
Auto LR: No Buy Back: No				
 X2160 SM SHOP TWL-RED	Weekly	1	\$ 0.124	\$ 0.124
Auto LR: No Buy Back: No				
 X2650 WET MOP LARGE	Weekly	1	\$ 2.696	\$ 2.696
Auto LR: No Buy Back: No				
 X2590 36" DUST MOP	Weekly	1	\$ 2.696	\$ 2.696
Auto LR: No Buy Back: No				

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X27083 SIG DUALTP RFL PAPER	Weekly	1	\$ 21.600	\$ 21.600
Auto LR: No Buy Back: No				
 X20023 SIG HRDWND WHT LRG	Weekly	1	\$ 11.405	\$ 11.405
Auto LR: No Buy Back: No				
 X27012 SIG ZFOLD RFL PAPER/CS	Weekly	1	\$ 39.398	\$ 39.398
Auto LR: No Buy Back: No				
 X27069 SIG SOAP SVC	Weekly	1	\$ 3.364	\$ 3.364
Auto LR: No Buy Back: No				
 X27026 SIG AIR SVC	Weekly	1	\$ 5.465	\$ 5.465
Auto LR: No Buy Back: No				
 X8072 SIG SANT SVC	Weekly	1	\$ 2.160	\$ 2.160
Auto LR: No Buy Back: No				
<b>Weekly Total :</b>			<b>\$</b>	<b>136.39</b>

## Other Charge

Charge Description	Price Per Week
Service Charge	\$ 6.95

## Total

Charge Description	Sale Price
Weekly Delivery Total	\$ 143.29

#

Sales Partner  
KNIGHTA@CINTAS.COM  
UR v1



# St. Lucie West Services District

## Board Agenda Item

Tuesday, January 7, 2025

### Item

---

**DM 3 Consider Approval to Advertise for District Legal Services**

### Summary

---

SLWSD currently uses Torcivia, Donlon, Goddeau & Rubin, P.A. for District Legal Services. This firm has been representing the District since 2023.

During this time, it was discovered that Torcivia, Donlon, Goddeau & Rubin, P.A represent other government agencies that the District interacts with (Reserve CDD, City of PSL, & Tradition).

Special counsel was needed to represent the District in cases of dispute with at least two of these agencies costing the District additional monies that would not have been needed if these working relationships did not exist.

Staff recommend advertising for new legal counsel to represent the District to avoid future conflicts with dealing with these government agencies.

### Recommendation

---

*Staff recommend approval to advertise for new District Legal Counsel.*

**District Manager: Joshua C Miller**

**Assistant District Manager: Gerard Rouse**

### Budget Impact

---

Project Number:

Available Project Budget: \$0.00

ORG Number:

This Project: \$0.00

Available Balance: \$0.00

### Board Action

---

Moved by:

Seconded by:

Action Taken:

---

## ST LUCIE WEST SERVICES DISTRICT

### REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES

Sealed proposals for Legal Services will be received in Administrative Office, St Lucie West Services District, 450 SW Utility Drive, Port St. Lucie, FL 34986 on or by: **Monday, February 10, 2025, no later than 2:00 p.m. (EST)**. Proposals will be opened in the Board Room unless otherwise designated.

All sealed proposals that are timely received will be publicly opened. Proposals received after the cut-off date and time will not be considered. The District time stamp shall be conclusive as to the timeliness of filing. The District is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a proposal can be considered.

**SCOPE OF SERVICES:** The purpose of this Request for Qualifications (“RFQ”) is to solicit qualifications and credentials from interested respondents to engage an attorney/firm to fulfill the requirements of Chapter 190, F.S. pertaining to the engagement of a “General Counsel for the District”. The contract for services may be cancelled by either party giving the other notice in writing (60) days in advance of the date of cancellation. The contract for services may be reviewed by the St Lucie West Services District from time to time.

The Request for Qualification Package is available for pick-up or will be mailed or transmitted electronically to your office upon request.

**Contact:** ST LUCIE WEST SERVICES DISTRICT  
450 SW Utility Drive  
Port St Lucie, FL 34986  
Telephone: (772) 340-0220, Fax: (772) 871-5771  
Attention: Joshua C Miller, District Manager,  
Email: [jmiller@slwsd.org](mailto:jmiller@slwsd.org)

**Office Hours:** MONDAY – FRIDAY, 8:00 A.M. TO 4:00 P.M.

The District reserves the right to reject any or all Proposals, to waive informalities, and to re-advertise.

BY ORDER OF ST LUCIE WEST SERVICES DISTRICT.

Publish: News-Press

# St. Lucie West Services District

## Board Agenda Item

Tuesday, January 7, 2025

### Item

---

DM 4 Other Items

### Summary

---

Discussion/Update items:

- Reserve CDD Service Area Update
- New District Logos

### Recommendation

---

### Budget Impact

---

Project Number:

Available Project Budget: \$0.00

ORG Number:

This Project: \$0.00

Available Balance: \$0.00

### Board Action

---

Moved by:

Seconded by:

Action Taken:

---



*St. Lucie West*  
SERVICES DISTRICT 



# St. Lucie West Services District

Board Agenda Item  
Tuesday, January 7<sup>th</sup>, 2025.

## Item

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CA 1 Public Works Monthly Reports

## Summary

---

This report is provided for your review and information as an update to the operations of the Public Works Department

## Recommendation

---

## Budget Impact

---

Project Number:  
ORG Number:

Available Project Budget: \$0.00  
This Project: \$0.00  
Available Balance: \$0.00

## Board Action

---

Moved by:                      Seconded by:                      Action Taken:

---



# St. Lucie West Services District Public Works Department NOV 2024

<b>Division</b>	<b>Service Orders*</b>	<b>Work Orders**</b>
Aquatics	36	4
Exotic Plant Removal	35	12
Storm Water	14	56
Vac Truck	1	0
Dredge Barge	0	0
Video Ray	3	0
Shop	171	0
<b>Grand Total</b>	260	72

*Aquatics Division:*

**Operations & Maintenance:**

<b>Type</b>	<b>Service Orders</b>	<b>Work Orders</b>
Algae	3	0
Injection Treatments	0	0
Hydrilla Treatments	3	0
Midge Fly Treatments	0	0
Harvester Removal	0	0
Surface Plant Treatments	0	0
Wetland & Upland Treatments	0	0
Debris Removal	12	0
Miscellaneous	18	4

**Scheduled Maintenance**

- Lake Cleaning Schedule - Available Upon Request

*Exotic Plant Removal Division:*

**Operations & Maintenance:**

<b>Type</b>	<b>Service Orders</b>	<b>Work Orders</b>
Encroaching Preserves	12	12
Lygodium Treatments	2	0
Exotic Vegetation Treatments	4	n/a
Tree Removals	3	0
Preserves Maintenance	1	n/a
Vine Management	1	0
Miscellaneous	12	n/a

**Scheduled Maintenance**

- None

*Storm Water Division:*

**Operations & Maintenance:**

<b>Type</b>	<b>Service Orders</b>	<b>Work Orders</b>
Locates	n/a	55
Street Flooding	1	1
Grate Cleaning	5	0
Improved Landscaping & Mowing	2	n/a
Miscellaneous	6	0

Storm Water Division Cont'd:

**Scheduled Maintenance**

- Right of Way Mowing done the first 2 weeks of each month.

Storm Water Division / Vac Truck:

**Operations & Maintenance:**

<u>Type</u>	<u>Service Orders</u>	<u>Work Orders</u>
Cleaning Out Pipes	0	n/a
Cleaning Out Structures	0	n/a
Miscellaneous	1	n/a

**Scheduled Maintenance**

- None

**Other Information**

- 0           Estimated Footage Cleaned
- 0
- none

Storm Water Division / Dredge Barge:

**Operations & Maintenance:**

<u>Type</u>	<u>Service Orders</u>	<u>Work Orders</u>
Dredging Pipes	0	n/a
Miscellaneous	0	n/a

**Scheduled Maintenance**

- None

**Other Information**

- 0           Estimated Yardage Cleaned
- None
- None

Storm Water Division / Video Ray:

**Operations & Maintenance:**

<u>Type</u>	<u>Service Orders</u>	<u>Work Orders</u>
Viewing Pipes	2	n/a
Miscellaneous	1	n/a

**Scheduled Maintenance**

- None

Shop Division :

**Operations & Maintenance:**

<u>Type</u>	<u>Service Orders</u>	<u>Work Orders</u>
Vehicle Repair	37	n/a
Equipment Repair	57	n/a
Other Repair	77	n/a
Total Repairs	171	n/a

**Scheduled Maintenance**

- None

\* Service Orders are internally logged on an as needed basis by each department. No document is created.

\*\* Work Orders are generated by office staff and distributed to the appropriate department. A physical document is created and distributed.

# **St. Lucie West Services District**

## **Board Agenda Item**

**Tuesday, January 7, 2025**

### **Item**

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**CA 2 Monthly Report on Utilities Operations**

### **Summary**

---

This report is provided for your review and information as an update on the day-to-day Utilities operations of the St. Lucie West Services District and will be provided once a month.

## St. Lucie West Services District Monthly Utilities Operations Report

Summary		ERC Water/Wastewater Update			
<b>WATER</b>					
Commercial Accounts		524			
Residential Accounts		6,280			
Total Plant Capacity Based on 3.6 MGD		14,400.00		ERC's (Factor 250 gpd)	
Water ERC's sold as of October 1st		12,346.00			
Current ERC(use) including the Reserve CDD		9,285.00		ERC's (MAX over 12 Months)	
The Reserve Commitment for 2023		0.00		ERC's	
Unsold Water ERC's as of October 1st		2,054.00			
Sold in FY 2024 (see water table below)		1.20		ERC's	
<b>Total Unsold Capacity for Water</b>		<b>2,052.80</b>			
<b>Total Unused Capacity for Water</b>		<b>5,113.80</b>			
<b>WATER</b>		<b>RESIDENTIAL</b>	<b>COMMERCIAL</b>	<b>THE RESERVE</b>	<b>WATER FEES COLLECTED</b>
ERC's sold in	Oct-24	0.0	1.2	0 \$	3,342.00
ERC's sold in	Nov-24	0.0	0.0	0 \$	-
ERC's sold in	Dec-24	0.0	0.0	0 \$	-
ERC's sold in	Jan-25	0.0	0.0	0 \$	-
ERC's sold in	Feb-25	0.0	0.0	0 \$	-
ERC's sold in	Mar-25	0.0	0.0	0 \$	-
ERC's sold in	Apr-25	0.0	0.0	0 \$	-
ERC's sold in	May-25	0.0	0.0	0 \$	-
ERC's sold in	Jun-25	0.0	0.0	0 \$	-
ERC's sold in	Jul-25	0.0	0.0	0 \$	-
ERC's sold in	Aug-25	0.0	0.0	0 \$	-
ERC's sold in	Sep-25	0.0	0.0	0 \$	-
<b>Total Water ERC's sold for FY 2024</b>		<b>0.0</b>	<b>1.2</b>	<b>0 \$</b>	<b>3,342.00</b>
<b>WASTEWATER</b>					
Commercial Accounts		471			
Residential Accounts		6,280			
Total Plant Capacity Based on 2.60 MG/TMADF		10,400.00		ERC's (Factor 250 gpd) TMADF	
Wastewater ERC's sold as of October 1st		9,876.80			
Current ERC(use) including the Reserve CDD		6,447.00		ERC's (MAX over 12 Months)	
The Reserve Commitment for 2023		0.00		ERC's	
Unsold Wastewater ERC as of October 1st		523.20			
Sold in FY 2024 (see W.Water table below)		1.20		ERC's	
<b>Total Unsold Capacity for Wastewater</b>		<b>522.00</b>			
<b>Total Unused Capacity for Wastewater</b>		<b>3,951.80</b>			
<b>WASTEWATER</b>		<b>RESIDENTIAL</b>	<b>COMMERCIAL</b>	<b>THE RESERVE</b>	<b>WASTEWATER FEES COLLECTED</b>
ERC's sold in	Oct-24	0.0	1.2	0 \$	2,700.00
ERC's sold in	Nov-24	0.0	0.0	0 \$	-
ERC's sold in	Dec-24	0.0	0.0	0 \$	-
ERC's sold in	Jan-25	0.0	0.0	0 \$	-
ERC's sold in	Feb-25	0.0	0.0	0 \$	-
ERC's sold in	Mar-25	0.0	0.0	0 \$	-
ERC's sold in	Apr-25	0.0	0.0	0 \$	-
ERC's sold in	May-25	0.0	0.0	0 \$	-
ERC's sold in	Jun-25	0.0	0.0	0 \$	-
ERC's sold in	Jul-25	0.0	0.0	0 \$	-
ERC's sold in	Aug-25	0.0	0.0	0 \$	-
ERC's sold in	Sep-25	0.0	0.0	0 \$	-
<b>Total Wastewater ERC's sold for FY 2024</b>		<b>0.0</b>	<b>1.2</b>	<b>0 \$</b>	<b>2,700.00</b>
<b>New Connections in October:</b>		<b>1.20</b>	ERC's		

## St. Lucie West Services District Monthly Utilities Operations Report

November-24

### Water Treatment Facility

· Total Finished Water Produced for November was	59.97	MG
· The Finished Water Produced for the Previous Twelve Months was	728.11	MG
· The Average Daily Flow of Finished Water for November was	2.00	MG
· The Annual Average Daily Flow of Finished Water for November was	2.00	MG
· The Three Month Average Daily Flow of Finished Water for November was	1.89	MG
· The Water Treatment Plant Capacity is Operating at	55.5%	
· The Water Plant Annual Withdrawal Capacity per SFWMD WUP is at	81.1%	

### Water Treatment Plant Projects for November:

- New Injection Well FDEP Construction Permit Received
- Series 2024 Utility Bond Issued
- Reserve CDD Utility Infrastructure Evaluation Completed

### Wastewater Treatment Facility

· Total Influent Wastewater flow for November was	46.07	MG
· Total Effluent Wastewater flow for November was	45.87	MG
· The Average Daily Flow of Influent Wastewater for November was	1.54	MG
· The Average Daily Flow of Effluent Wastewater for November was	1.53	MG
· The Annual Average Daily Flow of Influent Treated for November was	1.48	MG
· The Three Month Average Daily Flow of Influent Treated for November was	1.55	MG
· The Wastewater Plant Capacity is Operating at	59.5%	

### Wastewater Treatment Plant Projects for November:

- Replaced Fiber Panels Battery Backups
-



**Underground Utilities Division  
Work Task and Service Order Monthly Report**

**Month/Year: November-2024**

Count	Description
46	New Service/Connect/Disconnect/occupant change
0	Install Permanent Meter
0	Remove Permanent Meter
3	Install Temporary Meter
2	Remove Temporary Meter
0	Lock off/Close Account
0	Lock off Return payment
3	Lock Off Temporary
38	Lock Off Non-Payment
19	Reconnection "No Fee"
4	Reconnection "Regular Hours"
3	Reconnection "After Hours"
0	Reconnection "Inspection"
42	Check for Leak "No Leak Found"
20	Check for Leak "Customers Responsibility"
14	Check for Leak "Districts Responsibility"
0	Meter Reading Exception
0	Meter Maintenance
1	Read Meter pull Data Office Request
9	Meter Box
0	Meter Test "Passed"
0	Complaints "UGU Irrigation"
0	Meter Test not completed location vacant - reason for no usage
1	Meter Change Out
0	Fire Hydrant
5	Irrigation "Checking for Leaks and Turning on Or Shutting Off Valves"
6	Sewer "Backups, Sewer Caps, or Breaks"
0	Lift station "District"
0	Read Meter Office Request
35	Locates "Water Quality, Pressure, etc..."
13	Complaints "Water Quality, Pressure, etc..."
42	Follow up "Incomplete Task by District or Contractor from Previous Service Orders"
0	Read Meter pull Data Customer Request
0	Lift station /Private
0	Meter Test 1st Customer Request
2	Lockoff Non Payment Office
0	Follow Up Meter Swap
13	Service Action
91	AMI Leak Alarm
8	Vactor Lift Stations 43,44,31,16,17,19,26,22

**UGU CONSTRUCTION CREW PROJECTS:**

- (3) ASPHALT REPAIRS- Kings Isle(2),Country Club(1)
- (1) CONCRETE DRIVEWAY REPAIRS - Lake Charles
- (1) CONCRETE PAD - Operations Bldg Sign
- (1) SEWER LINE REPAIR - Lake Charles
- (1) LIFTSTATION PROJECT - #20-Gravel Install

**IRRIGATION MONTHLY REPORT- NOVEMBER 2024**

<b>SERVICE ORDERS</b>	
<u>S/O DESCRIPTION</u>	<u>TOTAL</u>
* CHECK FOR LEAK & OPERATE VALVES	26
IQ FOLLOW UP (ANGEL)	0
ACREAGE MEASUREMENT	1
COMPLAINTS	7
TIMER CHANGE REQUEST	0
ADDITIONAL TIME REQUEST	0
NEW PLANTINGS	1
* Also reported un UGU MOR	

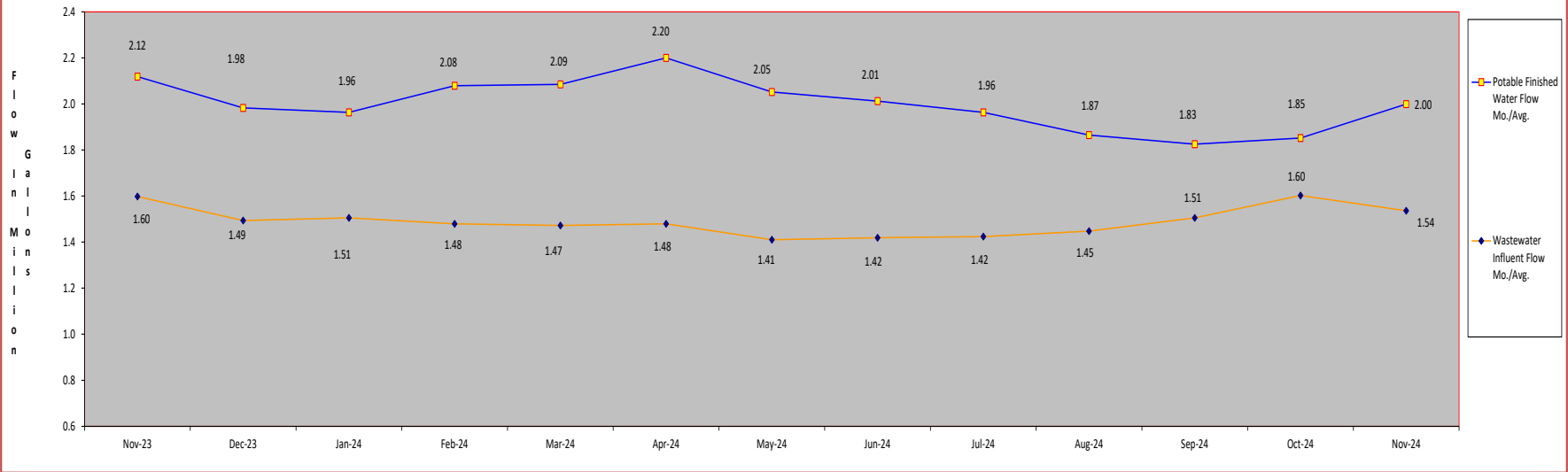
<b>IRRIGATION FLOWS</b>			
<u>SOURCE</u>	<u>TOTAL (MG)</u>	<u>ADF (MG)</u>	<u>MAX DAY (MG)</u>
LK CHARLES	0.000	0.000	<b>0.000</b>
LK ERNIE	15.656	0.522	<b>3.473</b>
MAIN PUMP STATION	54.223	1.807	<b>3.649</b>
STORM WATER TRANSFER	8.670	0.289	<b>1.565</b>
SURFICIAL WELLS	0.000	0.000	<b>0.000</b>
BRACKISH WELLS	0.494	0.016	<b>0.031</b>
GOLF COURSE	3.515	0.117	<b>0.541</b>

<b>FLOWS (CATEGORIZED)</b>			
	<u>TOTAL (MG)</u>	<u>%</u>	<u>MAX DAY (MG)</u>
REUSE	45.869	65.35%	<b>1.699</b>
STORMWATER	24.326	34.65%	
WELLS (ALL)	0.494	0.70%	
TOTAL	70.195	100.70%	

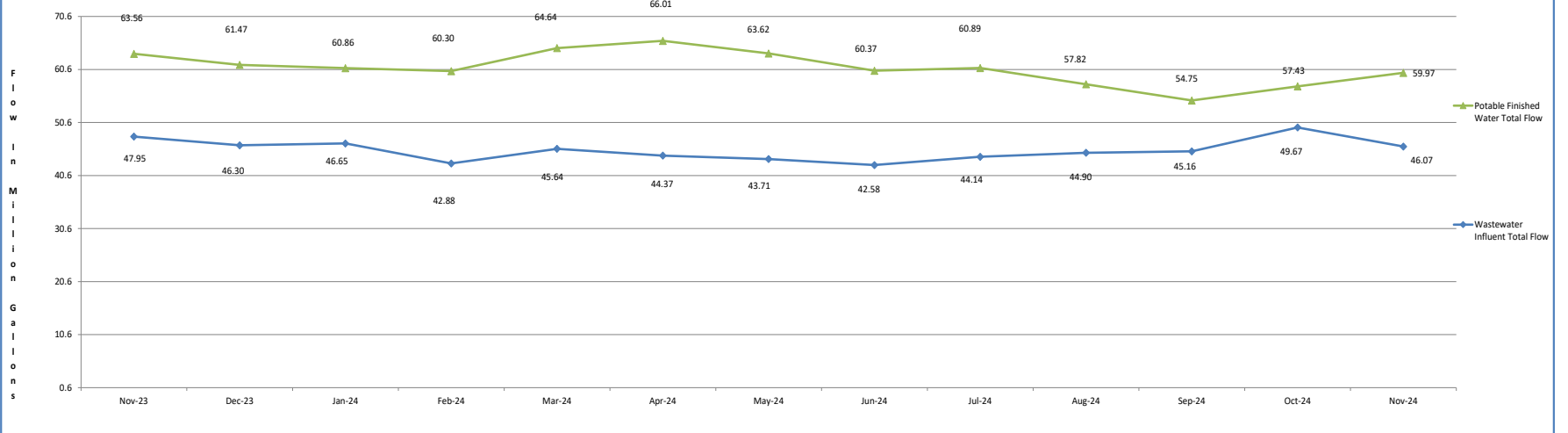
<b>PROJECTS</b>



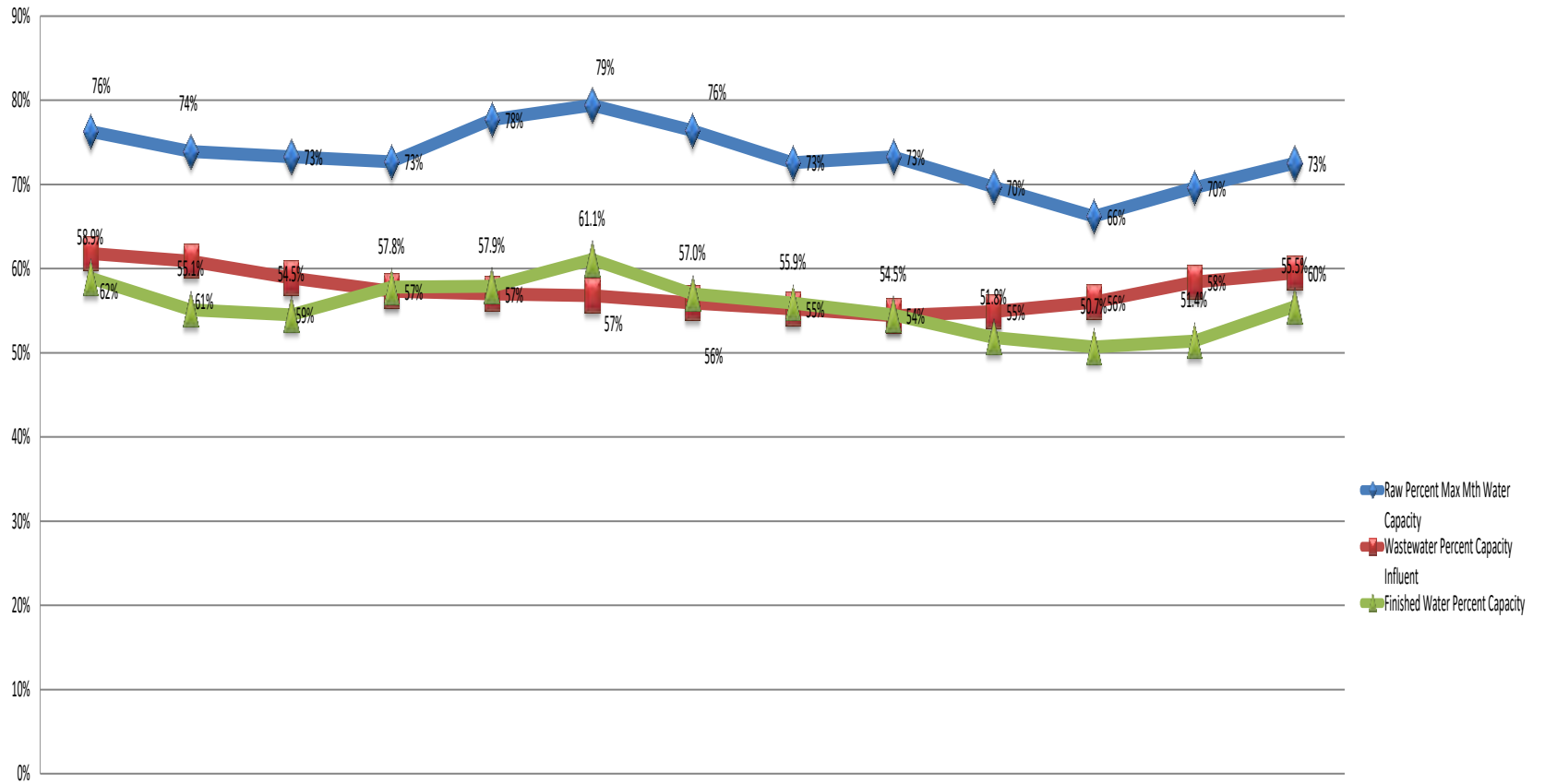
### St. Lucie West Services District Water & Wastewater Average Daily Flows



### St. Lucie West Services District Water & Wastewater Monthly Total Flows

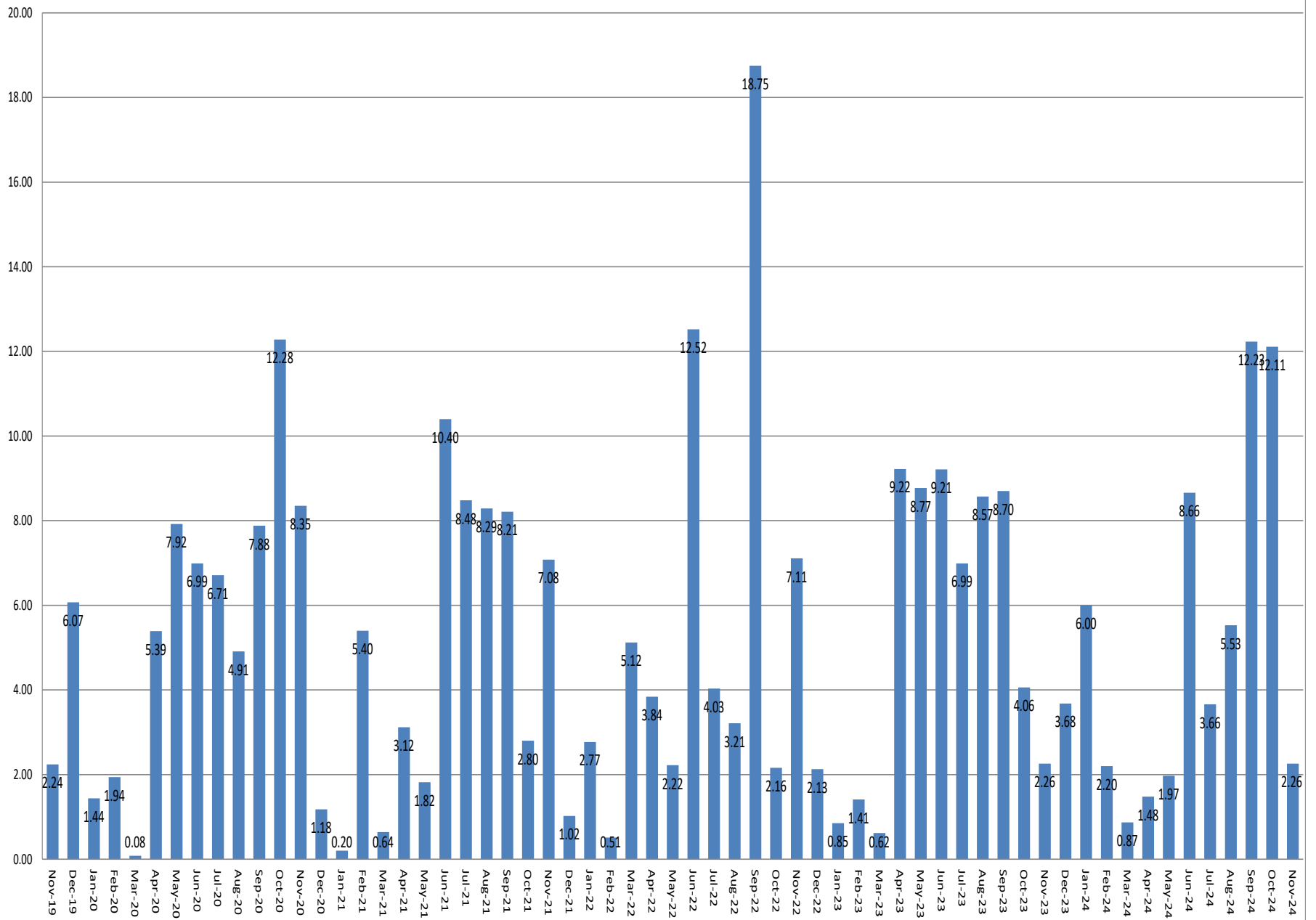


## St. Lucie West Services District Water and Wastewater Percent Capacity



	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
Raw Percent Max Mth Water Capacity	76%	74%	73%	73%	78%	79%	76%	73%	73%	70%	66%	70%	73%
Wastewater Percent Capacity Influent	62%	61%	59%	57%	57%	57%	56%	55%	54%	55%	56%	58%	60%
Finished Water Percent Capacity	58.9%	55.1%	54.5%	57.8%	57.9%	61.1%	57.0%	55.9%	54.5%	51.8%	50.7%	51.4%	55.5%

### St. Lucie West Services District Monthly Rainfall



# St. Lucie West Services District

## Board Agenda Item

Tuesday, January 7, 2025

### Item

---

#### CA 3 Monthly Report on Capital Improvement Projects

### Summary

---

This report is provided for your review and information as an update on the Capital Improvement Projects for the St. Lucie West Services District and will be provided once a month.

- WM001 4C Gate Automation Project Completed (FY24)
- SW078 WTP Painting & Sealing of Tanks Completed
- SW098 WTP Expansion Injection Well #2 Permit Issued (Phase I of Project)
- SW098 WTP Expansion Design Began



## Major Project(s) Update

The schedules below are provided for your review and information as an update on the Capital Improvement Projects for the St. Lucie West Services District and will be updated and provided once a month.

SW098	WTP EXPANSION-INJ WELL #2	PROJECT TOTAL DURATION= ONGOING																																			
COMPANY	TASK	START DATE	END DATE	DURATION	STATUS	08/2023	09/2023	10/2023	11/2023	12/2023	01/2024	02/2024	03/2024	04/2024	05/2024	06/2024	07/2024	08/2024	09/2024	10/2024	11/2024	12/2024	01/2025	02/2025	03/2025	04/2025	05/2025	06/2025	07/2025	08/2025	09/2025	10/2025	11/2025	12/2025	01/2026	02/2026	03/2026
SLWSD	DESIGN AWARD/PURCHASE ORDER ISSUANCE	8/30/2023	9/1/2023	2	Completed	█																															
HYDRODESIGNS	DESIGN ENGINEERING/FDEP PERMIT APP SUBMITTAL	9/1/2023	3/24/2024	205	Completed	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
FDEP	INJ WELL PERMIT ISSUANCE PROCEDURE	3/24/2024	10/15/2024	205	Completed								█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
SLWSD	ACQUIRE FUNDING/BOND ISSUANCE	3/27/2024	11/7/2024	225	Completed									█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
ISS	DESIGN INJ WELL #2 SYSTEM CONNECTION	11/1/2024	3/31/2025	150	Pending																																
SLWSD	PROJECT BIDDING	12/15/2024	3/15/2025	90	Pending																																
SLWSD	PROJECT AWARD/PURCHASE ORDER ISSUANCE	3/4/2025	4/9/2025	36	Pending																																
CONTRACTOR/TBD	NEW WELL INSTALLATION	4/9/2025	12/5/2025	240	Pending																																
HYDRODESIGNS	WELL TESTING/PERMIT CLOSEOUT	11/28/2025	12/28/2025	30	Pending																																
ISS/TBD	WELL #2 CONNECTION	11/28/2025	3/28/2026	120	Pending																																



CRITICAL PATH : Must Encumber 5.0% of Project Funds Within 6 months(Bond Requirement).

# St. Lucie West Services District

## Board Agenda Item

Tuesday January 7, 2025

### Item

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#### CA 4 Monthly Reports on Billing and Customer Service

### Summary

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This report is provided for your review and information as an update on the monthly Billing and Customer Service Operations.

The following are the totals from the accounts receivable reports.

1. Actual Consumption

Water	42,915,260	Gallons
Sewer	42,207,850	Gallons
Sewer BOD	0.00	Gallons
Sewer TSS	0.00	Gallons

2. Amount Billed

Total Water	\$314,471.13
Total Sewer	\$364,753.63
Total Irrigation	\$167,094.11

3. Billing

Total Water	6,804
Total Sewer	6,751
Total Irrigation	6,434



Month/Year Nov - 2024

## Monthly Deposited Daily Form

Date	WSI Total Deposit /Daily	Misc. Total Deposit/Daily	Date	WSI Total Deposit /Daily	Misc. Total Deposit/Daily
Mon _____	\$ -	\$ -	Mon 11/18/2024	\$ 26,088.34	\$ -
Tues _____	\$ -	\$ -	Tues 11/19/2024	\$ 16,821.87	\$ -
Wed _____	\$ -	\$ -	Wed 11/20/2024	\$ 22,460.99	\$ -
Thur _____	\$ -	\$ -	Thur 11/21/2024	\$ 56,444.47	\$ -
Fri 11/1/2024	\$ 54,691.40	\$ -	Fri 11/22/2024	\$ 14,642.96	\$ -
<b>Total - Week</b>	<b>\$ 54,691.40</b>	<b>\$ -</b>	<b>Total - Week</b>	<b>\$ 136,458.63</b>	<b>\$ -</b>
Mon 11/4/2024	\$ 49,503.98	\$ -	Mon 11/25/2024	\$ 49,043.04	\$ 1,857.13
Tues 11/5/2024	\$ 53,256.82	\$ -	Tues 11/26/2024	\$ 18,019.31	\$ -
Wed 11/6/2024	\$ 32,532.02	\$ -	Wed 11/27/2024	\$ 26,512.77	\$ -
Thur 11/7/2024	\$ 291,658.71	\$ -	Thur 11/28/2024	\$ -	\$ -
Fri 11/8/2024	\$ 17,098.80	\$ -	Fri 11/29/2024	\$ 42,184.92	\$ -
<b>Total - Week</b>	<b>\$ 444,050.33</b>	<b>\$ -</b>	<b>Total - Week</b>	<b>\$ 135,760.04</b>	<b>\$ 1,857.13</b>
Mon 11/11/2024 Holiday	\$ -	\$ -			
Tues 11/12/2024	\$ 10,314.75	\$ 592.79			
Wed 11/13/2024	\$ 4,294.10	\$ -			
Thur 11/14/2024	\$ 6,474.83	\$ -			
Fri 11/15/2024	\$ 14,673.81	\$ -			
<b>Total - Week</b>	<b>\$ 35,757.49</b>	<b>\$ 592.79</b>			
<b>Total Month Receivables</b>				<b>WSI</b>	<b>MISC</b>
				<b>\$ 806,717.89</b>	<b>\$ 2,449.92</b>



**ST. LUCIE WEST SERVICES DISTRICT  
ACCOUNTS BILLED AND MONTHLY RECEIVABLES**

**REPORT # 1 ACTIVE COMPANY**

MONTH END SUMMARY 11/1/2024 - 11/30/2024

		<u>TOTAL BILL</u>				<u>BALANCE TOTALS</u>	
<u>GENERAL LEDGER</u>		<u>COUNT</u>	<u>BILLED AMOUNT</u>	<u>BEGINNING BALANCE AS OF</u>		<u>11/1/2024</u>	
<u>CHARGES</u>	<u>DESCRIPTION</u>			<u>TOTAL BEGINNING BAL.</u>	\$		502,630.69
<b>BASE CHARGES</b>							
5-04109	IRRIGATION BASE	6434	\$ 166,559.87				
5-04107	SEWER BASE	6751	\$ 186,775.75		\$		669,190.56
5-04106	WATER BASE	6804	\$ 149,898.53		\$		855,966.31
	DISPENSED/TANKER TRUCK				\$		1,005,864.84
5-04046	WATER BASE	17	\$ 1,221.41		\$		1,007,086.25
5-04014	WHOLESALE WATER BASE	0	\$ -		\$		1,007,086.25
	TOTAL CHARGE		\$ 504,455.56				
<b>CONSUMPTION CHARGES</b>							
5-04009	IRRIGATION		\$ 534.24	2,226,000		\$	1,007,620.49
5-04007	SEWER		\$ 177,977.88	42,207,850		\$	1,185,598.37
5-04007	SEWER-BOD EXCESS		\$ -	0.00		\$	1,185,598.37
5-04007	SEWER-TSS EXCESS		\$ -	0.00		\$	1,185,598.37
5-04006	WATER		\$ 164,572.60	42,915,260		\$	1,350,170.97
<b>AVERAGE DAYS</b>							
				<b>30.93</b>			
5-04046	TANKER TRUCK WATER		\$ 23.65	6,190		\$	1,350,194.62
5-04014	WHOLESALE WATER		\$ -	0		\$	1,350,194.62
5-04021	WHOLESALE WASTEWATER		\$ -	0		\$	1,350,194.62
	TOTAL CHARGE		\$ 343,108.37				
	<b>DEPOSIT CHARGE</b>		\$ -			\$	1,350,194.62
	<b>TOTAL CHARGES</b>						
	IRRIGATION CHARGE		\$ 167,094.11				
	SEWER CHARGE		\$ 364,753.63				
	WATER CHARGE		\$ 315,716.19				
	TOTAL CHARGE		\$ 847,563.93				
<b>ADJUSTMENTS</b>							
	<u>DESCRIPTION</u>			<u>REVENUE</u>	<u>WRITE OFF</u>		
	TOTAL REVENUE CHANGES			\$ (3,141.80)		\$	1,347,052.82
	TOTAL WRITE OFFS				\$ (225.00)	\$	1,346,827.82
<b>PENALTY CHARGES</b>							
5-04010	TOTAL PENALTY		\$ 5,765.89			\$	1,352,593.71
<b>MISCELLANEOUS CHARGES</b>							
5-04012	TOTAL MISCELLANEOUS		\$ 300.00			\$	1,374,663.71
5-04047	BACK FLOW CHARGES		\$ 21,770.00				
5-04047	BACK FLOW OPT OUT CHARGES		\$ -				
<b>METER SET FEES</b>							
5-04018	METER FEE		\$ -				
5-04012	INITIAL CONNECTION METER FEE		\$ -				
	TOTAL METER FEES		\$ -			\$	1,374,663.71
<b>IMPACT FEES</b>							
5-04033	WATER IMPACT (AFPI)		\$ -			\$	1,374,663.71
5-04035	SEWER IMPACT (AFPI)		\$ -			\$	1,374,663.71
	TOTAL IMPACT (AFPI)		\$ -				

**ST. LUCIE WEST SERVICES DISTRICT  
ACCOUNTS RECEIVABLE SUMMARY**

**REPORT # 2 ACTIVE COMPANY**

**MONTH END SUMMARY**

**11/1/2024 - 11/30/2024**

**GENERAL LEDGER**

			<b><u>BALANCE TOTALS</u></b>	
			CONTINUED BALANCE	REF. REPORT # 1
			\$	1,374,663.71
<b><u>PAYMENTS</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>		
5-01025	DISPENSED WATER/TANKER TRUCK	\$ 343.54		
5-01025	IRRIGATION	\$ 160,561.57	\$	1,374,320.17
5-01025	PENALTY	\$ 4,828.43	\$	1,213,758.60
5-01025	SEWER BASE	\$ 179,600.91	\$	1,208,930.17
5-01025	SEWER CONSUMPTION	\$ 146,742.88	\$	1,029,329.26
5-01025	WATER BASE	\$ 144,539.69	\$	882,586.38
5-01025	WATER CONSUMPTION	\$ 136,526.27	\$	738,046.69
5-01025	MISCELLANEOUS	\$ 425.00	\$	601,520.42
5-04047	BACK FLOW CHARGES	\$ 7,000.00	\$	601,095.42
5-04047	BACK FLOW OPT OUT CHARGES	\$ -	\$	594,095.42
5-01025	BOD EXCESS CONSUMPTION	\$ -	\$	594,095.42
5-01025	TSS EXCESS CONUMPTION	\$ -	\$	594,095.42
	CREDIT BALANCE CHANGE	\$ 19,399.60	\$	574,695.82
		\$ -		
		\$ -		
	<b><u>SUBTOTAL</u></b>	\$ 799,967.89	\$	574,695.82
5-04014	WHOLESALE WATER	\$ -	\$	574,695.82
5-04021	WHOLESALE WASTEWATER	\$ -	\$	574,695.82
5-04033	WATER IMPACT (AFPI)	\$ -	\$	574,695.82
5-04035	SEWER IMPACT (AFPI)	\$ -	\$	574,695.82
5-04018	METER FEE	\$ -	\$	574,695.82
5-04012	INITIAL CONNECTION METER FEE	\$ -	\$	574,695.82
	<b>TOTAL PAYMENTS</b>	\$ 799,967.89	\$	574,695.82
<b><u>REVERSE PAYMENTS</u></b>	<b><u>DESCRIPTION</u></b>			
	POSTING ERRORS	\$ 68.59		
5-01025	REVERSE PAYMENT/BAL TRANSFER	\$ 173.63		
	RETURN PAYMENTS	\$ 1,233.20		
	<b>TOTAL</b>	\$ 1,475.42	\$	576,171.24
<b><u>REVERSE PENALTIES</u></b>	<b><u>DESCRIPTION</u></b>			
5-01025	REVERSE PENALTIES	\$ (361.47)	\$	575,809.77
<b><u>BILL ADJUSTMENT</u></b>	<b><u>DESCRIPTION</u></b>			
5-01025	BILL - VOID/ADJUSTMENT/REVERSAL	\$ -	\$	575,809.77
<b><u>DEPOSIT REFUNDS</u></b>	<b><u>DESCRIPTION</u></b>			
	DEPOSIT REFUNDS	\$ (8,400.00)	\$	567,409.77
<b><u>REVERSE DEPOSIT</u></b>	<b><u>DESCRIPTION</u></b>			
	REVERSE DEPOSIT	\$ -	\$	567,409.77

**ST. LUCIE WEST SERVICES DISTRICT  
ACCOUNTS RECEIVABLE SUMMARY**

**REPORT # 2 ACTIVE COMPANY**

**MONTH END SUMMARY**

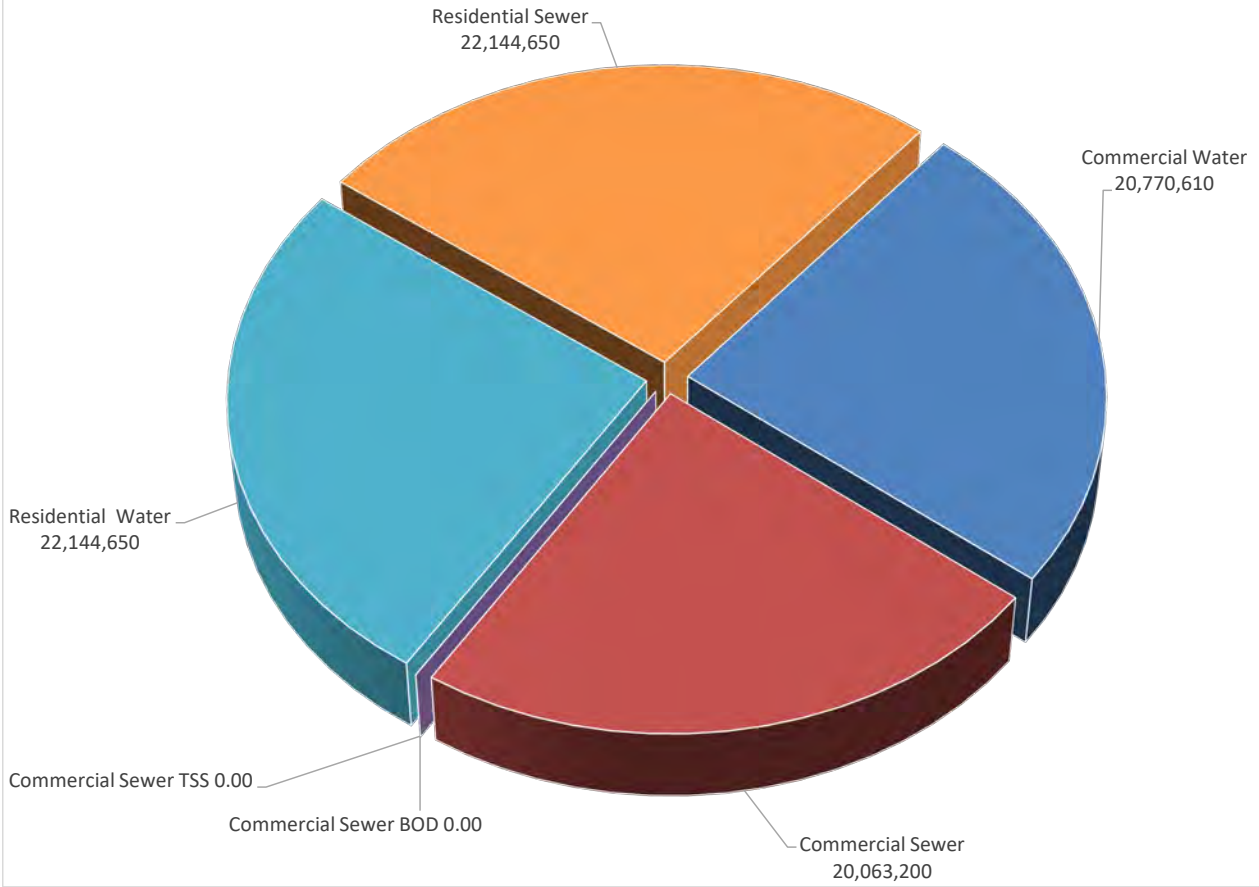
**11/1/2024 - 11/30/2024**

<u>REFUNDS</u>	<u>DESCRIPTION</u>	<u>COUNT</u>	<u>AMOUNT</u>		
	TOTAL REFUND CHECKS	4	\$ 242.66		\$ 567,652.43
<u>TRANSFER BALANCE</u>	<u>DESCRIPTION</u>		<u>NET AMOUNT</u>		
	RECEIVABLES ADJUSTED		\$ (3,155.12)		\$ 564,497.31
	RECEIVABLES RE-APPLIED		\$ 3,155.12		\$ 567,652.43
<u>DEPOSIT ACTIVITY</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>		
	BEGINNING DEPOSIT BALANCE		\$ 184,400.00		
	BILLED DEPOSITS		\$ -		
5-02030	NEW DEPOSITS		\$ 5,650.00		
	REFUNDS		\$ (8,400.00)		
	REVERSE REFUNDS		\$ -		
	REVERSE DEPOSITS		\$ -		
	<b>TOTAL DEPOSIT ENDING BALANCE</b>		\$ 181,650.00		
				ENDING BALANCE AS OF	
				<b>11/30/2024</b>	
				\$ 567,652.43	
				unpaid Reserve invoice	\$ -
				<b>Total Ending Balance</b>	\$ 567,652.43
					\$
<u>MISC. PAYMENTS</u>	<u>DESCRIPTION</u>				
	MISCELLANEOUS PAYMENTS RECEIVED		\$ -		

**ST LUCIE WEST SERVICES DISTRICT AGED DEBT SUMMARY**

<b>MONTH/YEAR</b>	<b>Current Amount 1-30 DAYS</b>	<b>Amount 31-60 DAYS</b>	<b>Amount 61-90 DAYS</b>	<b>Amount 91-120 DAYS</b>	<b>Amount &gt; 120 DAYS</b>	<b>BALANCE</b>
November 2022	\$ 456,246.19	\$ 854.01	\$ 1,354.25	\$ 916.51	\$ 9,962.28	\$ 469,333.24
December 2022	\$ 418,720.96	\$ 3,345.81	\$ 567.03	\$ 493.53	\$ 10,443.12	\$ 433,570.45
January 2023	\$ 450,205.60	\$ 6,198.63	\$ 1,886.54	\$ 719.75	\$ 10,822.36	\$ 469,832.88
February 2023	\$ 530,621.59	\$ 2,146.80	\$ 1,210.20	\$ 1,465.26	\$ 11,348.41	\$ 546,792.26
March 2023	\$ 450,306.57	\$ 4,607.31	\$ 2,719.92	\$ 1,267.16	\$ 12,813.68	\$ 471,714.64
April 2023	\$ 549,658.95	\$ 3,304.54	\$ 842.42	\$ 632.84	\$ 12,801.53	\$ 567,240.28
May 2023	\$ 474,951.08	\$ 5,673.58	\$ 987.18	\$ 712.85	\$ 13,410.96	\$ 495,735.65
June 2023	\$ 446,766.98	\$ 2,420.76	\$ 1,781.79	\$ 840.74	\$ 14,098.81	\$ 465,909.08
July 2023	\$ 460,568.90	\$ 2,635.66	\$ 783.29	\$ 749.43	\$ 8,313.23	\$ 473,050.51
August 2023	\$ 448,932.40	\$ 4,317.86	\$ 861.39	\$ 590.41	\$ 7,071.97	\$ 461,774.03
September 2023	\$ 459,827.82	\$ 2,615.12	\$ 693.88	\$ 402.56	\$ 5,675.49	\$ 469,214.87
October 2023	\$ 528,339.07	\$ 1,074.96	\$ 922.70	\$ 484.63	\$ 5,667.46	\$ 536,488.82
November 2023	\$ 521,901.25	\$ 6,882.22	\$ 758.97	\$ 429.91	\$ 4,488.03	\$ 534,460.38
December 2023	\$ 630,607.26	\$ 9,595.79	\$ 701.04	\$ 455.59	\$ 4,848.81	\$ 646,208.49
January 2024	\$ 477,568.71	\$ 3,294.78	\$ 1,262.04	\$ 457.47	\$ 4,980.63	\$ 487,563.63
February 2024	\$ 522,990.19	\$ 3,882.76	\$ 1,713.38	\$ 626.02	\$ 5,301.05	\$ 534,513.40
March 2024	\$ 547,751.06	\$ 1,843.03	\$ 1,071.99	\$ 525.72	\$ 5,927.07	\$ 557,118.87
April 2024	\$ 543,936.72	\$ 4,635.41	\$ 1,049.81	\$ 549.65	\$ 6,240.63	\$ 556,412.22
May 2024	\$ 481,556.41	\$ 1,419.75	\$ 1,107.76	\$ 640.60	\$ 4,464.92	\$ 489,189.44
June 2024	\$ 584,425.36	\$ 3,451.01	\$ 1,376.29	\$ 452.34	\$ 4,833.27	\$ 594,538.27
July 2024	\$ 585,513.06	\$ 4,613.24	\$ 2,179.21	\$ 823.49	\$ 5,188.18	\$ 598,317.18
August 2024	\$ 547,475.24	\$ 13,266.22	\$ 1,058.46	\$ 627.67	\$ 5,902.91	\$ 568,330.50
September 2024	\$ 515,792.07	\$ 5,200.34	\$ 1,277.70	\$ 568.63	\$ 6,466.13	\$ 529,304.87
October 2024	\$ 493,866.60	\$ 1,990.03	\$ 1,142.61	\$ 568.95	\$ 5,062.50	\$ 502,630.69
November 2024	\$ 548,637.28	\$ 13,005.51	\$ 1,509.20	\$ 594.22	\$ 3,906.22	\$ 567,652.43

### Actual Consumption November 2024



Actual Consumption November

Commercial Water	Commercial Sewer	Commercial Sewer BOD	Commercial Sewer TSS	Residential Water	Residential Sewer
20,770,610	20,063,200	0.00	0.00	22,144,650	22,144,650

<b>CONSUMPTION BY GALLONS</b>	
<b>Commercial:</b>	
Water	20,770,610
Sewer	20,063,200
Sewer- BOD	0.00
Sewer- TSS	0.00
<b>Single:</b>	
Water	19,131,110
Sewer	19,131,110
<b>Multi:</b>	
Water	3,013,540
Sewer	3,013,540
<b>AMOUNT BILLED/TOTAL CHARGES:</b>	
<b>Commercial:</b>	
Water	\$123,392.89
Sewer	\$137,462.88
IQ	\$47,742.40
<b>TOTAL:</b>	\$308,598.17
<b>Single:</b>	
Water	\$160,786.09
Sewer	\$190,995.64
IQ	\$104,915.50
<b>TOTAL:</b>	\$456,697.23
<b>Multi:</b>	
Water	\$30,292.15
Sewer	\$36,295.11
IQ	\$14,436.21
<b>TOTAL:</b>	\$81,023.47
<b>TOTAL BILL COUNT</b>	
<b>Commercial:</b>	
Water	524
Sewer	471
IQ	249
<b>Single:</b>	
Water	5,170
Sewer	5,170
IQ	5,169
<b>Multi:</b>	
Water	1,110
Sewer	1,110
IQ	1,016

<b>CONSUMPTION</b>	
Water	42,915,260
Sewer	42,207,850
Sewer- BOD	0.00
Sewer- TSS	0.00
<b>AMOUNT BILLED</b>	
Water	\$314,471.13
Sewer	\$364,753.63
IQ	\$167,094.11
<b>BILLS</b>	
Water	6,804
Sewer	6,751
IQ	6,434

# **St. Lucie West Services District**

## **Board Agenda Item**

**Tuesday, January 7, 2025**

### **Item**

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**CA 5 Public Information Officer Monthly Report**

### **Summary**

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This report is provided for your review and information as an update on the public information of the St. Lucie West Services District and will be provided once a month.



## St. Lucie West Services District Monthly Public Information Report

### Completed:

- Press release: St. Lucie West Services District Ceases Chemical Fluoride Feed Systems Following Court Ruling - Port St. Lucie, FL – Dec. 3, 2024 – In light of a recent ruling by a U.S. District Court, the St. Lucie West Services District (SLWSD) has made the decision to immediately discontinue its use of chemical fluoride feed systems. This action follows the court's determination that feeding fluoride at levels above 0.7 mg/l poses an “unreasonable risk to injury to health or the environment” and could create harm, particularly to potentially exposed or susceptible subpopulations, without considering costs or other risk factors.
- Social Media: New "*St. Lucie West Services District*" social media pages created: LinkedIn, X, Facebook, Nexdoor App
- (Completing by Tue. the 10th) Administration building front lobby Informational digital screen: Displaying notices/information to visitors and guests.

### Currently working on:

- Meter Analytics and Water Leak Notification Portal Feature:
  - Awaiting the results of the survey which will be sent out in January's newsletter, to decide which platform/contractor we will go with to purchase the feature.
  - Tentative go-live date: By March 2025
  - Will coordinate with HOAs to educate on how to use the portal feature, after it is live.
- Unveil of new brand refresh (Updated logo and New Newsletter)
  - Awaiting the results of the survey which will be sent out in January's current newsletter, to decide on details of new newsletter and the best delivery methods.
  - Tentative go-live date: By March 2025
- SLWSD Promo Video (Overall Plant Operations):
  - Drafting up storyboard and planning details
  - Tentative go-live date: By Apr. 2025
- New website platform:
  - Researching options and awaiting quotes from different vendors, to draft and submit Contract Bid Proposal
  - Tentative go-live date: By July 2025
- New APP:
  - Gathering quotes from different vendors, to draft and submit Contract Bid Proposal
- Communications Plan:
  - Will coordinate with Board and HOAs to gather inputs
  - Tentative go-live date: By Nov. 2025

# St. Lucie West Services District

## Board Agenda Item

Tuesday, January 7, 2025

### Item

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**CA 6 Financial Statements for November 30, 2024**

### Summary

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Attached for your review are the Financial Reports for the period ending November 30, 2024.

- Financial Statements for all District Funds
- Check Register for General Fund and Water & Sewer Fund
  - Summary of Checks over \$35,000
- Balance Sheet Report for all Funds
- Bank Reconciliation Summary for all Depository Accounts

### Recommendation

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**No Action Required.**

### Budget Impact

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**None.**

### Board Action

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<b>Moved by:</b>	<b>Seconded by:</b>	<b>Action Taken:</b>
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**St Lucie West Service District (General Fund)**  
**Income Statement Budget vs. Actual**  
November 2024

	<u>Oct 24-Nov 24</u>	<u>Budget YTD</u>	<u>\$ +/- Budget YTD</u>	<u>% of Budget YTD</u>	<u>Total Budget</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
1-04000 · GF SLWSD GENERAL FUND REVENUE	303,800.40	275.10	303,525.30	110,432.72%	4,013,039.00
<b>Total Income</b>	<u>303,800.40</u>	<u>275.10</u>	<u>303,525.30</u>	<u>110,432.72%</u>	<u>4,013,039.00</u>
<b>Gross Income</b>	303,800.40	275.10	303,525.30	110,432.72%	4,013,039.00
<b>Expense</b>					
1-05000 · GF BOARD OF DIRECTORS	848.11	2,617.50	-1,769.39	32.4%	15,705.00
1-06000 · GF DISTRICT MANAGER	8,060.84	5,227.90	2,832.94	154.19%	41,829.00
1-07000 · GF FINANCE	121,590.01	197,998.20	-76,408.19	61.41%	248,429.00
1-12000 · GF GRANT MANAGEMENT	0.00	247.00	-247.00	0.0%	1,482.00
1-13000 · GF CLERK TO THE BOARD	1,881.44	2,587.70	-706.26	72.71%	15,526.00
1-14000 · GF AQUATICS DIVISION-PERSNL	52,617.50	71,762.52	-19,145.02	73.32%	430,575.12
1-15000 · GF ADMINISTRATION DIV-PERSNL	150,756.69	212,755.32	-61,998.63	70.86%	1,276,532.12
1-16000 · GF STORM WATER MGMT-PERSNL	79,122.63	96,759.02	-17,636.39	81.77%	580,554.12
1-17000 · GF EXOTIC PLNT RMVL DIV-PERSNL	51,341.19	59,303.50	-7,962.31	86.57%	355,821.00
1-18000 · GF SHOP OPERATIONS-PERSNL	13,091.34	15,792.50	-2,701.16	82.9%	94,755.00
1-19000 · GF GENERAL COUNSEL	3,387.50	5,371.80	-1,984.30	63.06%	32,231.00
1-23000 · GF SPECIAL COUNSEL	4,800.00	656.50	4,143.50	731.15%	3,939.00
1-26000 · GF ENGINEERING	0.00	8,349.00	-8,349.00	0.0%	50,094.00
1-29000 · GF POLLUTION CONTROL	0.00	454.50	-454.50	0.0%	2,727.00
1-31000 · GF AQUATICS DIVISION-OPERATING	30,922.65	49,775.82	-18,853.17	62.12%	178,654.92
1-33000 · GF ADMINISTRATION DIV-OPERATING	66,248.61	66,017.64	230.97	100.35%	296,105.84
1-34000 · GF STORM WATER MGMT-OPERATING	105,334.43	118,822.32	-13,487.89	88.65%	312,933.92
1-35000 · GF EXOTIC PLANT RMVL-OPERATING	3,659.63	11,152.66	-7,493.03	32.81%	66,915.96
1-36000 · GF SHOP OPERATIONS-OPERATING	4,275.64	7,909.16	-3,633.52	54.06%	34,954.96
1-46000 · GF RENEWAL & REPLACEMENT	35,009.92	267,460.00	-232,450.08	13.09%	267,460.00
<b>Total Expense</b>	<u>732,948.13</u>	<u>1,201,020.56</u>	<u>-468,072.43</u>	<u>61.03%</u>	<u>4,307,224.96</u>
<b>Net Ordinary Income</b>	<u>-429,147.73</u>	<u>-1,200,745.46</u>	<u>771,597.73</u>	<u>35.74%</u>	<u>-294,185.96</u>
<b>Net Income</b>	<u><b>-429,147.73</b></u>	<u><b>-1,200,745.46</b></u>	<u><b>771,597.73</b></u>	<u><b>35.74%</b></u>	<u><b>-294,185.96</b></u>

**St Lucie West Service District (WMB DS)**  
**Income Statement Budget vs. Actual**  
November 2024

	<u>Oct 24 - Nov 24</u>	<u>Budget YTD</u>	<u>\$ +/- Budget YTD</u>	<u>% of Budget YTD</u>	<u>Total Budget</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>2-04000 · WB WTR MGMT BEN SRS 1999A REV</b>	366,395.74	334.16	366,061.58	109,646.8%	2,608,654.96
<b>2-07000 · DS WMB OTHER INCOME</b>	0.00	0.00	0.00	0.0%	0.00
<b>Total Income</b>	<u>366,395.74</u>	<u>334.16</u>	<u>366,061.58</u>	<u>109,646.8%</u>	<u>2,608,654.96</u>
<b>Gross Income</b>	366,395.74	334.16	366,061.58	109,646.8%	2,608,654.96
<b>Expense</b>					
<b>2-05000 · WB WTR MGMT BEN SRS 1999A DS</b>	37,995.91	34,643.16	3,352.75	109.68%	2,429,611.96
<b>Total Expense</b>	<u>37,995.91</u>	<u>34,643.16</u>	<u>3,352.75</u>	<u>109.68%</u>	<u>2,429,611.96</u>
<b>Net Ordinary Income</b>	<u>328,399.83</u>	<u>-34,309.00</u>	<u>362,708.83</u>	<u>-957.18%</u>	<u>179,043.00</u>
<b>Net Income</b>	<u><u>328,399.83</u></u>	<u><u>-34,309.00</u></u>	<u><u>362,708.83</u></u>	<u><u>-957.18%</u></u>	<u><u>179,043.00</u></u>

**St Lucie West Service District (WMB CAP)**  
**Income Statement Budget vs. Actual**  
November 2024

	<u>Oct 24 - Nov 24</u>	<u>Budget YTD</u>	<u>\$ +/- Budget YTD</u>	<u>% of Budget YTD</u>	<u>Total Budget</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>4-04000 · CP WMB CAP PROJECTS REVENUE</b>	1,534.81	833.32	701.49	184.18%	5,000.00
<b>4-07000 · CP WMB OTHER INCOME</b>	0.00	0.00	0.00	0.0%	0.00
<b>Total Income</b>	<u>1,534.81</u>	<u>833.32</u>	<u>701.49</u>	<u>184.18%</u>	<u>5,000.00</u>
<b>Gross Income</b>	1,534.81	833.32	701.49	184.18%	5,000.00
<b>Expense</b>					
<b>4-06000 · CP WMB CAPITAL PROJECT EXPENSES</b>	0.00	73,348.00	-73,348.00	0.0%	73,348.00
<b>Total Expense</b>	<u>0.00</u>	<u>73,348.00</u>	<u>-73,348.00</u>	<u>0.0%</u>	<u>73,348.00</u>
<b>Net Ordinary Income</b>	<u>1,534.81</u>	<u>-72,514.68</u>	<u>74,049.49</u>	<u>-2.12%</u>	<u>-68,348.00</u>
<b>Net Income</b>	<u><u>1,534.81</u></u>	<u><u>-72,514.68</u></u>	<u><u>74,049.49</u></u>	<u><u>-2.12%</u></u>	<u><u>-68,348.00</u></u>

**St Lucie West Service District (Water & Sewer Fund)**  
**Income Statement Budget vs. Actual**  
**November 2024**

	<u>Oct 24-Nov 24</u>	<u>Budget YTD</u>	<u>\$ +/- of Budget YTD</u>	<u>% of Budget YTD</u>	<u>Total Budget</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>5-04000 · WS SLWSD WATER &amp; SEWER REVENUE</b>	1,013,386.76	1,018,209.76	-4,823.00	99.53%	11,272,529.04
<b>Total Income</b>	<u>1,013,386.76</u>	<u>1,018,209.76</u>	<u>-4,823.00</u>	<u>99.53%</u>	<u>11,272,529.04</u>
<b>Gross Income</b>	1,013,386.76	1,018,209.76	-4,823.00	99.53%	11,272,529.04
<b>Expense</b>					
<b>5-05000 · WS BOARD OF DIRECTORS</b>	848.10	2,577.66	-1,729.56	32.9%	15,465.96
<b>5-06000 · WS DISTRICT MANAGER</b>	91.25	291.66	-200.41	31.29%	30,676.96
<b>5-07000 · WS FINANCE</b>	356,172.34	370,958.68	-14,786.34	96.01%	480,242.08
<b>5-09000 · WS PROPERTY CONTROL</b>	444.83	8,385.48	-7,940.65	5.31%	50,312.88
<b>5-11000 · WS UTILITY RATE CONSULTANT</b>	0.00	7,001.84	-7,001.84	0.0%	42,011.04
<b>5-13000 · WS CLERK TO THE BOARD</b>	3,005.94	3,412.00	-406.06	88.1%	20,472.00
<b>5-14000 · WS ADMIN DVSN-PERSNL</b>	203,078.27	266,532.34	-63,454.07	76.19%	1,599,194.04
<b>5-15000 · WS WATER TRTMNT PLANT-PERSNL</b>	70,941.30	86,862.14	-15,920.84	81.67%	521,172.84
<b>5-16000 · WS WASTEWATER TRTMT PL-PERSNL</b>	73,126.76	88,512.68	-15,385.92	82.62%	531,076.08
<b>5-17000 · WS UNDERGROUND UTIL-PERSNL</b>	136,750.68	184,940.82	-48,190.14	73.94%	1,109,644.92
<b>5-18000 · WS IRRIGATION DIV-PERSNL</b>	9,902.33	12,511.48	-2,609.15	79.15%	75,068.88
<b>5-40000 · WS SHOP DIV - PERSNL</b>	27,767.03	31,270.82	-3,503.79	88.8%	187,624.92
<b>5-19000 · WS GENERAL COUNSEL</b>	1,252.50	7,064.16	-5,811.66	17.73%	42,384.96
<b>5-23000 · WS SPECIAL COUNSEL</b>	9,910.00	730.58	9,179.42	1,356.46%	730.58
<b>5-26000 · WS ENGINEERING</b>	38,496.00	16,966.66	21,529.34	226.89%	101,799.96
<b>5-27000 · WATER &amp; SEWER DEBT SERVICE</b>	0.00	0.00	0.00	0.0%	2,565,276.00
<b>5-28000 · WS WATER &amp; SEWER SERVICES</b>	56,772.25	113,544.50	-56,772.25	50.0%	681,267.00
<b>5-29000 · WS ADMIN DIV-OPERATING</b>	164,826.73	202,086.18	-37,259.45	81.56%	787,517.08
<b>5-30000 · WS WATER TRTMNT PLANT-OPER</b>	115,603.14	232,932.84	-117,329.70	49.63%	1,112,597.04
<b>5-31000 · WS WASTEWATER TRTMT PL-OPER</b>	220,936.11	290,519.50	-69,583.39	76.05%	993,117.00
<b>5-32000 · WS UNDERGROUND UTIL-OPERATING</b>	67,961.56	144,134.66	-76,173.10	47.15%	614,807.96
<b>5-33000 · WS IRRIGATION DIV-OPERATING</b>	11,484.90	53,352.16	-41,867.26	21.53%	320,112.96
<b>5-41000 · WS SHOP DIV - OPER</b>	9,674.91	52,462.50	-42,787.59	18.44%	82,275.00
<b>Total Expense</b>	<u>1,579,046.93</u>	<u>2,177,051.34</u>	<u>-598,004.41</u>	<u>72.53%</u>	<u>11,964,848.14</u>
<b>Net Ordinary Income</b>	<u>-565,660.17</u>	<u>-1,158,841.58</u>	<u>593,181.41</u>	<u>48.81%</u>	<u>-692,319.10</u>
<b>Net Income</b>	<u><b>-565,660.17</b></u>	<u><b>-1,158,841.58</b></u>	<u><b>593,181.41</b></u>	<u><b>48.81%</b></u>	<u><b>-692,319.10</b></u>

# St Lucie West Service District (W&S Capital Outlay)

## Income Statement Budget vs. Actual

November 2024

	Oct 24-Nov 24	Budget YTD	\$ +/- Budget YTD	% of Budget YTD	Total Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>5-36000 · WS CAP REVENUES</b>					
5-36001 · INTEREST - R&R 4076011209	15,397.37				
5-36002 · INTEREST - WWCF - 4076011236	4,775.73				0.00
5-36004 · INTEREST - WCF 4076011227	9,403.72				0.00
5-36005 · WATER IMPACT FEES	2,868.00	638.66	2,229.34	449.07%	3,831.96
5-36006 · WW IMPACT FEES	2,316.00	479.32	1,836.68	483.19%	2,875.92
5-36007 · R&R TRANS FROM W&S OPERATING	56,772.25	113,544.50	-56,772.25	50.0%	681,267.00
<b>Total 5-36000 · WS CAP REVENUES</b>	<u>91,533.07</u>	<u>114,662.48</u>	<u>-23,129.41</u>	<u>79.83%</u>	<u>687,974.88</u>
<b>Total Income</b>	<u>91,533.07</u>	<u>114,662.48</u>	<u>-23,129.41</u>	<u>79.83%</u>	<u>687,974.88</u>
<b>Gross Income</b>	91,533.07	114,662.48	-23,129.41	79.83%	687,974.88
<b>Expense</b>					
<b>5-37000 · WS RENEWAL &amp; REPLACEMENT CIP</b>					
5-37004 · CAPITAL PROJECTS SW049	0.00	29,700.00	-29,700.00	0.0%	29,700.00
5-37006 · CAPITAL PROJECTS SW064	14,625.00				
5-37007 · CAPITAL PROJECTS SW001	106,735.14	215,833.00	-109,097.86	49.45%	215,833.00
5-37009 · CAPITAL PROJECTS SW037	0.00	250,000.00	-250,000.00	0.0%	250,000.00
5-37013 · CAPITAL PROJECTS SW047	0.00	33,660.00	-33,660.00	0.0%	33,660.00
5-37020 · CAPITAL PROJECTS SW066	0.00	100,000.00	-100,000.00	0.0%	100,000.00
5-37028 · CAPITAL PROJECTS SW078	126,120.00	150,000.00	-23,880.00	84.08%	150,000.00
5-37031 · CAPITAL PROJECTS SW084	0.00	5,000.00	-5,000.00	0.0%	5,000.00
5-37032 · CAPITAL PROJECTS SW085	0.00	15,750.00	-15,750.00	0.0%	15,750.00
5-37034 · CAPITAL PROJECTS SW087	0.00	70,000.00	-70,000.00	0.0%	70,000.00
5-37038 · CAPITAL PROJECTS SW091	0.00	5,000.00	-5,000.00	0.0%	5,000.00
5-37039 · CAPITAL PROJECTS SW092	3,948.87				0.00
5-37045 · CAPITAL PROJECTS SW048	0.00	10,000.00	-10,000.00	0.0%	10,000.00
5-37046 · CAPITAL PROJECTS SW098	0.00	160,000.00	-160,000.00	0.0%	160,000.00
<b>Total 5-37000 · WS RENEWAL &amp; REPLACEMENT CIP</b>	<u>251,429.01</u>	<u>1,044,943.00</u>	<u>-793,513.99</u>	<u>24.06%</u>	<u>1,044,943.00</u>
<b>5-38000 · WS WATER CONNECT FEE CIP</b>					
5-38015 · CAPITAL PROJECTS SW098	0.00	0.00	0.00	0.0%	0.00
<b>Total 5-38000 · WS WATER CONNECT FEE CIP</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>
<b>5-39000 · WS WASTEWATER CONNECT FEE CIP</b>					
5-39010 · CAPITAL PROJECTS SW067	0.00	0.00	0.00	0.0%	0.00
<b>Total 5-39000 · WS WASTEWATER CONNECT FEE CIP</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>
<b>Total Expense</b>	<u>251,429.01</u>	<u>1,044,943.00</u>	<u>-793,513.99</u>	<u>24.06%</u>	<u>1,044,943.00</u>
<b>Net Ordinary Income</b>	<u>-159,895.94</u>	<u>-930,280.52</u>	<u>770,384.58</u>	<u>17.19%</u>	<u>-356,968.12</u>
<b>Net Income</b>	<u><b>-159,895.94</b></u>	<u><b>-930,280.52</b></u>	<u><b>770,384.58</b></u>	<u><b>17.19%</b></u>	<u><b>-356,968.12</b></u>

**St Lucie West Service District**  
**Check Register**  
As of November 30, 2024

Date	Num	Name	Memo	Credit
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
<b>1-00001 · TRUIST (GF operating) #1363</b>				
11/07/2024	12756	TRUIST CARD SERVICES		14,709.77
11/07/2024	12757	COMCAST	FY2025 OCT 26, 2024- OCT 25, 2025 ACCT#8535...	4,826.52
11/07/2024	12758	NEXAIR, LLC	FY2025 OCT 1, 2024- OCT 30, 2025 ACCT#2P7166	1,392.44
11/07/2024	12759	CASE POWER & EQUIPMENT OF FLORIDA	PO#86538	890.44
11/07/2024	12760	CITY ELECTRIC SUPPLY CO.	PO#86562	258.88
11/07/2024	12761	CITY OF PORT ST LUCIE	PO#86559	11,188.62
11/07/2024	12762	DAVID MIKLAS, P.A.	PO#86568	9,600.00
11/07/2024	12763	FPL	PO#86561	35.05
11/07/2024	12764	MIKE'S ORGANIC TOP SOIL	PO#86566	375.00
11/07/2024	12765	SHENANDOAH CONSTRUCTION	PO#86580	26,068.60
11/07/2024	12766	ST LUCIE CO BALING & RECYCLING	PO#86569	2,111.85
11/07/2024	12767	SYSTEM DESIGN WIZARDS, INC.	PO#86507	660.00
11/07/2024	12768	THE BUSHEL STOP, INC.		832.00
11/07/2024	12769	UNIFIRST	INV# 3020094773 & INV# 3020094774	242.01
11/07/2024	12770	VERIZON WIRELESS	PO#86584	1,212.75
11/07/2024	12771	WEX BANK	INV#100735908	12,835.32
11/07/2024	12772	SIGMA CONSULTING & TRAINING INC.	DISTRICT CHEMICAL SPILL RESPONSE TRAINI...	2,100.00
11/13/2024		ASCENSUS	PR 11-13-24 (10/26/24 - 11/08/24)	2,524.15
11/14/2024	12773	FRANKLIN TEMPLETON BANK AND TR	SEP PAYROLL 11.13.24	11,293.30
11/14/2024	12774	GUARDIAN	GROUP ID 00563384-NOV 2024	4,645.07
11/14/2024	12775	ARS POWERSPORTS, OKEECHOBEE	PO#86598	245.98
11/14/2024	12776	ATLANTIC PERSONNEL & TENANT SCREENI...	PO#86603	875.00
11/14/2024	12777	ATLANTIC PIPE SERVICES, LLC		7,442.41
11/14/2024	12778	COMPUTER NETWORK SERVICES	PO#86534	71.65
11/14/2024	12779	EGIS INSURANCE ADVISORS		505,580.75
11/14/2024	12780	FPL	PO#86595	47,524.04
11/14/2024	12781	IntraCoastal Generators Inc.	PO#86597	842.35
11/14/2024	12782	KYOCERA DOCUMENT SOLUTIONS SOUTH ...	PO#86591	12.60
11/14/2024	12783	MIKE'S ORGANIC TOP SOIL	PO#866618	850.00
11/14/2024	12784	NAPA AUTO SUPPLY OF PORT ST. LUCIE	PO#86581	3,500.57
11/14/2024	12785	PLANT HAVEN WHOLESALE NURSERY, INC.	PO#86606	210.00
11/14/2024	12786	SAMPSON TREE SERVICE CO.	PO#86607	465.00
11/14/2024	12787	SUNSHINE STATE ONE CALL OF FLORIDA, I...	PO#86585	118.70
11/14/2024	12788	THE BUSHEL STOP, INC.	PO#86589	45.00
11/14/2024	12789	TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.		4,640.00
11/14/2024	12790	VERO CHEMICAL DISTRIBUTORS INC	PO#86604	38,476.98
11/21/2024	12791	ADP, LLC	PO#86646	1,539.25
11/21/2024	12792	ARMADILLO DIRT WORKS, LLC		5,000.00
11/21/2024	12793	CINTAS CORPORATION		390.15
11/21/2024	12794	CITY ELECTRIC SUPPLY CO.	PO#86576	17.19
11/21/2024	12795	COMPUTER NETWORK SERVICES	PO#86625	2,408.89
11/21/2024	12796	EARTH POWER SOLUTIONS, INC.	PO#86625	7,680.98
11/21/2024	12797	GUARDIAN	GROUP ID 00563384- DEC 2024	4,762.38
11/21/2024	12798	INTEGRATION SERVICES, INC.	PO#86577	2,233.64
11/21/2024	12799	LOWE'S	PO#86656	2,743.48
11/21/2024	12800	MULLINAX OF VERO BEACH	PO#86660	183.75



Date	Num	Name	Memo	Credit
11/21/2024	12801	PALMDALE OIL COMPANY, INC	PO#86642	1,272.18
11/21/2024	12802	PITNEY BOWES-PURCHASE POWER	PO#86633	200.00
11/21/2024	12803	PLANT HAVEN WHOLESALE NURSERY, INC.	PO#86632	33.75
11/21/2024	12804	ROADSAFE TRAFFIC SYSTEMS, INC	PO#86648	450.00
11/21/2024	12805	SCHAEFFER MFG. CO	PO#86592	2,048.60
11/21/2024	12806	SMART STOP STORAGE	PO#86643	409.00
11/21/2024	12807	SPECIAL DISTRICT SERVICES, INC.	PO#86655	9,548.97
11/21/2024	12808	SUN LIFE	PLAN NUMBER: 960974-0001 DEC 2024	3,786.65
11/21/2024	12809	THE BUSHEL STOP, INC.	PO#86616	240.00
11/21/2024	12810	UNIFIRST	INV# 3020096830 & INV# 3020096831	234.59
11/21/2024	12811	UNIFIRST	INV# 3020095774 & INV# 3020095781	234.59
11/27/2024		ASCENSUS	PR 11-27-24 (11/09/24 - 11/22/24)	2,567.23
Total 1-00001 · TRUIST (GF operating) #1363				766,688.07
<b>1-00002 · TRUIST (GF R&amp;R Fund) # 3968</b>				
Total 1-00002 · TRUIST (GF R&R Fund) # 3968				
<b>5-00002 · TRUIST (WS Operating) #7918</b>				
11/01/2024	14582	SUSTAINABLE SOLUTIONS	Buildiing Insulation	9,710.00
11/07/2024	14583	BARBARA CARRELL	CUSTOMER REFUND 432 SW FAIRWAY LNDG	4.22
11/07/2024	14584	GEORGIA NELSON	CUSTOMER REFUND 175 NW SWANN MILL CIR	26.11
11/07/2024	14585	MARGARET LOREE	CUSTOMER REFUND 665 SW TREASURE CV	167.00
11/07/2024	14586	NEW STREET PROPERTIES LLC	CUSTOMER REFUND 1667 SW HARBOUR ISLE...	45.33
11/07/2024	14587	AMERIGAS	FY2025 OCT 1, 2024- OCT 30, 2025 ACCT#20004...	126.00
11/14/2024	14588	CORINNE CORREA	WATER CONSERVATION REBATE 2024-25 1	200.00
11/14/2024	14589	HENRY DEER JR	WATER CONSERVATION REBATE 2024-25 2	200.00
11/14/2024	14590	JOHN PRINCIPE	WATER CONSERVATION REBATE 2024-25 4	100.00
11/14/2024	14591	JUDITH FINNAN	WATER CONSERVATION REBATE 2024-25 3	200.00
11/14/2024	14592	ROSA SABATER	WATER CONSERVATION REBATE 2024-25 5	100.00
11/21/2024	14593	INDIAN RIVER TRAILERS	PO#86374 2024 RORU 6X 12 OPEN TRAILER	4,925.00
11/21/2024	14594	ROSA SABATER	WATER CONSERVATION REBATE 2024-25 6	100.00
11/21/2024	14595	US BANK- TRUSTEE	ACCT#407601165B INV#723772	4,500.00
Total 5-00002 · TRUIST (WS Operating) #7918				20,403.66
Total Checking/Savings				787,091.73
Total Current Assets				787,091.73
<b>TOTAL ASSETS</b>				<b>787,091.73</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>TOTAL LIABILITIES &amp; EQUITY</b>				

**St Lucie West Service District**  
**Checks Over \$35,000**  
As of November 30, 2024

Date	Num	Name	Memo	Credit
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
<b>1-00001 · TRUIST (GF operating) #1363</b>				
11/14/2024	12779	EGIS INSURANCE ADVISORS		505,580.75
11/14/2024	12780	FPL	PO#86595	47,524.04
11/14/2024	12790	VERO CHEMICAL DISTRIBUTORS INC	PO#86604	38,476.98
Total 1-00001 · TRUIST (GF operating) #1363				591,581.77
<b>5-00002 · TRUIST (WS Operating) #7918</b>				
Total 5-00002 · TRUIST (WS Operating) #7918				
Total Checking/Savings				591,581.77
Total Current Assets				591,581.77
<b>TOTAL ASSETS</b>				<b>591,581.77</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>TOTAL LIABILITIES &amp; EQUITY</b>				

**St Lucie West Service District**  
**Balance Sheet**  
As of November 30, 2024

	Nov 30, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
D-ACCNT	-863.60
xxx	0.06
1-00001 · TRUIST (GF operating) #1363	747,915.45
1-00002 · TRUIST (GF R&R Fund) # 3968	552,618.50
5-00001 · TRUIST (WS Deposit) #1355	95,275.62
5-00002 · TRUIST (WS Operating) #7918	5,551,647.18
<b>Total Checking/Savings</b>	6,946,593.21
<b>Other Current Assets</b>	
1-02000 · GF SLWSD GENERAL ASSETS	532,872.52
2-01000 · WB WTR MGMT BEN 1999A ASSETS	1,416,451.38
4-03000 · CP WMB CAP PROJECTS ASSETS	189,365.04
5-00009 · OTHER CASH EQUIVALENTS	131.84
5-01000 · WS SLWSD WATER & SEWER ASSETS	52,594,086.37
<b>Total Other Current Assets</b>	54,732,907.15
<b>Total Current Assets</b>	61,679,500.36
<b>Other Assets</b>	
000000 · Journal Entry Exchange	2,465.25
<b>Total Other Assets</b>	2,465.25
<b>TOTAL ASSETS</b>	<b>61,681,965.61</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	-64.12
<b>Total Accounts Payable</b>	-64.12
<b>Other Current Liabilities</b>	
1-03000 · GF SLWSD GENERAL LIAB	175,472.83
2-02000 · WB WTR MGMT BEN 1999A LIAB	117,105.38
5-02000 · WS SLWSD WATER & SEWER LIAB	24,627,169.50
<b>Total Other Current Liabilities</b>	24,919,747.71
<b>Total Current Liabilities</b>	24,919,683.59
<b>Total Liabilities</b>	24,919,683.59
<b>Equity</b>	
1-01000 · GF SLWSD GENERAL FND BAL	827,947.27
2-03000 · WB WTR MGMT BEN 1999A FND BAL	3,364,957.58
3-03000 · CB CASCADES SRS 1998 FND BAL	352,271.63
32000 · Retained Earnings	20,127,824.53
4-02000 · CP WMB CAP PROJECTS FUND BAL	3,188,817.19
5-03000 · WS SLWSD WATER & SEWER FND BAL	9,725,233.02
<b>Net Income</b>	-824,769.20
<b>Total Equity</b>	36,762,282.02
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>61,681,965.61</b>

**ST LUCIE WEST SERVICE DISTRICT  
ACCOUNT RECONCILIATION SUMMARY  
FOR MONTH END NOVEMBER 2024**

G/L #	Account Name	Bank	Account #	Statement EOM Balance	In Transit	Reconciled Statement Balance	G/L Balance	Reconciled
<b>OPERATING</b>								
1-0001	Operating Checking	ST	100010411363	663,973.39	(100,868.19)	563,105.20	563,105.20	* Yes
1-0002	Operating Checking R&R Fund	ST	1000104113968	552,618.50	-	552,618.50	552,618.50	* Yes
1-0002	Operating Checking Escrow Fund	ST	1000104118740	-	-	-	-	Yes
1-0202	Surplus Funds - SBA	SBA	271912	7,353.65	-	7,353.65	7,353.65	Yes
<b>TOTAL OPERATING</b>						<b>\$ 1,123,077.35</b>	<b>\$ 1,123,077.35</b>	
<b>WATER MANAGEMENT BOND FUNDS</b>								
2-0100	Revenue Fund-WMB 2013	US	203823000	1,009,334.98	-	1,009,334.98	1,009,334.98	Yes
2-0101	Interest Account-WMB 2013	US	203823001	-	-	-	-	Yes
2-0102	Sinking Account-WMB 2013	US	203823002	8,044.33	-	8,044.33	8,044.33	Yes
2-0103	Redemption Account-WMB 2013	US	203823003	-	-	-	-	Yes
2-0104	Reserve Fund-WMB 2013	US	203823004	183,079.30	-	183,079.30	183,079.30	Yes
2-0105	COI Fund-WMB 2013	US	203823005	-	-	-	-	Yes
2-0106	Revenue Fund-WMB 2014	US	213449000	15,483.19	-	15,483.19	15,483.19	Yes
2-0107	Interest Account-WMB 2014	US	213449001	-	-	-	-	Yes
2-0108	Sinking Account-WMB 2014	US	213449002	-	-	-	-	Yes
2-0109	Redemption Account-WMB 2014	US	213449003	-	-	-	-	Yes
2-0110	Reserve Fund-WMB 2014	US	213449004	200,000.00	-	200,000.00	200,000.00	Yes
2-0111	Acquisition Fund-WMB 2014	US	213449005	-	-	-	-	Yes
2-0112	COI Fund-WMB 2014	US	213449006	-	-	-	-	Yes
2-0100	Revenue Fund-WMB 2021	US	242655000	509.58	-	509.58	509.58	Yes
2-0101	Interest Account-WMB 2021	US	242655001	-	-	-	-	Yes
2-0102	Sinking Account-WMB 2021	US	242655002	-	-	-	-	Yes
2-0103	Prepayment Account-WMB 2021	US	242655003	-	-	-	-	Yes
2-0104	Cap I Fund-WMB 2021	US	242655005	-	-	-	-	Yes
4-0304	Acq & Con Fund-WMB 2021	US	242655004	189,365.04	-	189,365.04	189,365.04	Yes
4-0304	COI Fund-WMB 2021	US	242655006	-	-	-	-	Yes
<b>WATER MANAGEMENT BOND FUNDS TOTAL</b>						<b>\$ 1,605,816.42</b>	<b>\$ 1,605,816.42</b>	
<b>WATER AND SEWER ACCOUNTS</b>								
5-0001	Water & Sewer Cash Depository	ST	1000104113355	7,114.73	758,311.43	765,426.16	765,426.16	* Yes
5-0002	Water & Sewer Operating Checking	ST	1000104117918	5,576,539.13	(761,755.23)	4,814,783.90	4,814,783.90	* Yes
5-0105	Construction Fund	US	4076011281	-	-	-	-	Yes
5-0106	Operating/Maintenance	US	4076011174	-	-	-	-	Yes
5-0107	Reserve Fund	US	4076011192	-	-	-	-	Yes
5-0108	Senior Interest	US	4076011183	-	-	-	-	Yes
5-0109	Renewal & Replacement	US	4076011209	-	-	-	-	Yes
5-0110	Rate Stabilization	US	4076011218	-	-	-	-	Yes
5-0111	Water Connection	US	4076011227	-	-	-	-	Yes
5-0112	Wastewater Connection	US	4076011236	-	-	-	-	Yes
5-0113	Revenue Fund	US	4076011165	813,394.68	-	813,394.68	813,394.68	Yes
5-0114	Surplus Fund	US	4076011272	-	-	-	-	Yes
5-0115	Principal Account	US	4076036781	-	-	-	-	Yes
5-0102	Escrow			1,597,474.42	-	1,597,474.42	1,597,474.42	Yes
5-0101	Revenue Fund	US	7998197	345,931.22	-	345,931.22	345,931.22	Yes
5-0102	Rate Stabilization	US	7998203	642,191.88	-	642,191.88	642,191.88	Yes
5-0103	Renewal & Replacement	US	7998207	1,469,450.62	-	1,469,450.62	1,469,450.62	Yes
5-0104	Wastewater Connection	US	7998208	538,041.47	-	538,041.47	538,041.47	Yes
5-0105	Operating/Maintenance	US	7998209	0.32	-	0.32	0.32	Yes
5-0106	Interest	US	7998210	1,464,707.75	-	1,464,707.75	1,464,707.75	Yes
5-0107	Principal Account	US	7998213	-	-	-	-	Yes
5-0108	Redemption Account	US	7998214	-	-	-	-	Yes
5-0109	Water Connection	US	7998215	1,042,467.22	-	1,042,467.22	1,042,467.22	Yes
5-0110	Surplus Fund	US	7998216	3,345,910.76	-	3,345,910.76	3,345,910.76	Yes
5-0111	Rebate Fund	US	7998217	-	-	-	-	Yes
5-0112	Construction Fund	US	7998218	34,746,777.44	-	34,746,777.44	34,746,777.44	Yes
5-0113	Transaction Cost Fund	US	7998219	42,582.27	-	42,582.27	42,582.27	Yes
5-0104	Surplus Funds - SBA	SBA	271911	569.81	-	569.81	569.81	Yes
<b>WATER AND SEWER ACCOUNTS TOTAL</b>						<b>\$ 6,394,174.55</b>	<b>\$ 6,394,174.55</b>	
<b>GRAND TOTAL</b>						<b>\$ 9,123,068.32</b>	<b>\$ 9,123,068.32</b>	

\* Note: These checking accounts (1363, 3968, 1355, & 7918) are reconciled to 12/30/24, not to the end of the month, due to the software's "in transit" calculation.

COMPLETED BY:



Michael McElligott - Assistant Finance Director

DATE:

12/30/24

# St. Lucie West Services District

## Board Agenda Item

Tuesday, January 7, 2025

**Item**

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**CA 7 Consider Approval to Transfer Funds for the R&R Account Requisition for Fiscal Year 2025**

**Summary**

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Attached for your review and approval is a request to transfer funds from the Renewal & Replacement Account (R&R) for expenses that are previously budgeted project-related expenses for FY 2025 and have been previously approved by the Board to be funded from one of the afore mentioned accounts.

All of the expenditures are appropriate for payment from the R&R Account. All expenditures are in compliance with the District’s policy where the cost exceeds the capitalization threshold for Fixed Assets.

- \$181,414.20 – Renewal & Replacement Account

All Invoices for this requisition are attached for your review.

**Recommendation**

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Staff recommends Board approval to transfer funds from the R&R Account for FY 2025 \$181,414.20 to the Public Fund Checking account for reimbursement for payments made that have been budgeted to be funded by this account.

**Budget Impact**

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None.

**Board Action**

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**Moved by:** **Seconded by:** **Action Taken:**

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**FORM OF REQUISITION  
RENEWAL & REPLACEMENT TRUST ACCOUNT**

The undersigned, an Authorized Officer of St. Lucie West Services District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Indenture between the District and Truist Bank, Wilson, North Carolina, as trustee (the “Trustee”), dated as of November 1, 2024, as supplemented by the First Supplemental Trust Indenture between the District and Trustee, dated as of November 1, 2024, (collectively, the “Indenture”). All capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

***2025-2***

(B) Name of Payee:

***St. Lucie West Services District, Water & Sewer Checking Account  
Truist Account # 1000144367918***

(C) Amount Payable:

***\$181,414.20***

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Transaction Costs, if applicable):

***Per attached letter and invoices; all of these expenditures are for renewal and replacement projects where the costs exceeds the capitalization threshold for fixed assets held by the St. Lucie West Services District.***

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

***Renewal/Replacement, Account Number***

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Renewal/Replacement Fund and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the cost of extensions,

improvements or additions to, or the replacement or renewal of capital assets of the Utility System, or extraordinary repairs of the Utility System.

OR

This requisition is for Transaction Cost payable from the Transaction Cost Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

**ST. LUCIE WEST SERVICES DISTRICT**

By:

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Authorized District Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-TRANSACTION COSTS REQUESTS ONLY**

If this requisition is for a disbursement from other than Transaction Costs Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Renewal & Replacement Project and is consistent with: (a) the applicable acquisition or construction contract; (b) the plans and specifications for the portion of the Renewal & Replacement Project with respect to which such disbursement is being made; and (c) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

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Consulting Engineer  
Fariborz Zangeneh, P.E.

# St Lucie West Service District Transaction Detail By Account November 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>5-37000 · WS RENEWAL &amp; REPLACEMENT CIP</b>							
<b>5-37006 · CAPITAL PROJECTS SW064</b>							
Bill	11/14/2024	6701987	FORTILINE WATERWORKS	PO#86558	14,625.00		14,625.0
Total 5-37006 · CAPITAL PROJECTS SW064							
<b>5-37007 · CAPITAL PROJECTS SW001</b>							
Bill	11/14/2024	V859587	CORE & MAIN	PO#86505	19,054.98		19,054.9
Bill	11/21/2024	1313648	FERGUSON ENTERPRISES	PO#86636	18,012.10		37,067.0
Total 5-37007 · CAPITAL PROJECTS SW001							
<b>5-37028 · CAPITAL PROJECTS SW078</b>							
Bill	11/21/2024	21448	SHAMROCK RESTORATION SERVICES, INC	PO#86644	5,570.00		5,570.0
Bill	11/21/2024	21446	SHAMROCK RESTORATION SERVICES, INC	PO#85964 A	120,550.00		126,120.0
Total 5-37028 · CAPITAL PROJECTS SW078							
<b>5-37039 · CAPITAL PROJECTS SW092</b>							
Bill	11/14/2024	TM87319	TERRACON CONSULTANTS, INC.	PO#86612	1,582.50		1,582.5
Bill	11/21/2024	PSL/267967	CITY ELECTRIC SUPPLY CO.	PO#86613	39.62		1,622.1
Bill	11/21/2024	19653	PAXIS TECHNOLOGIES	PO#86641	1,980.00		3,602.1
Total 5-37039 · CAPITAL PROJECTS SW092							
<b>Total 5-37000 · WS RENEWAL &amp; REPLACEMENT CIP</b>							
					181,414.20	0.00	181,414.2
<b>OTAL</b>					<b>181,414.20</b>	<b>0.00</b>	<b>181,414.2</b>



# St. Lucie West Services District

## Board Agenda Item Tuesday, January 7<sup>th</sup>, 2025

**Item**

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**CA 8 Surplus Items**

**Summary**

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Provided for your review and approval. District Staff has determined that a declaration of surplus equipment is required from the Board of Supervisors for the liquidation of the following items. The declaration will allow staff to dispose of the following items:

<b>Item</b>	<b>Model</b>	<b>Serial/ID</b>	<b>Department</b>	<b>Tag No.</b>
Sign	Concrete	Bayshore/Macedo	SW	126
Sign	Concrete	SLW Blvd./S. Bayshore	SW	127
Sign	Concrete	SLW Blvd./N. Bayshore	SW	128
Kawasaki Mule	KAF620MMFNN	JK1AFCM14MB533643	SW	928
Misc Scrap	Lift Station Pumps	N/A	UGU	N/A
Misc Scrap	Lift Station Panels	N/A	UGU	N/A
Scrap Motor	E257471841	A172N7411	WWTP	844
Scrap Piping	Stainless Steel	N/A	WTP	N/A
Scrap Screens	Tekleen-SS	N/A	IRR	N/A
Scrap UPS's	Battery Backups	N/A	ALL	N/A

**Recommendation**

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*Staff recommend approval for the declaration of surplus equipment.*

**District Manager: Joshua C Miller**

**Budget Impact**

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Project Number:	Available Project Budget:
ORG Number:	This Project:
	Available Balance:

**Board Action**

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Moved by:	Seconded by:	Action Taken:
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# **Supervisors' Requests**



**Adjournment**