



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

**OPERATION SERVICES AGREEMENT**

**BETWEEN**

**City of Everglades City**

**Re: City of Everglades City Water / Wastewater Treatment Facilities**

**AND**

**U.S. Water Services Corporation**

THIS AGREEMENT is dated September 28, 2018 and is by and between **U.S. Water Services Corporation**, whose address is 4939 Cross Bayou Blvd., New Port Richey, FL 34652, referred to herein as Contractor, and **City of Everglades City** being the lawful facility owner, hereafter referred to as Owner, whose mailing address is: **P.O. Box 110 Everglades City, FL 34139**

The parties agree as follows.

**I. Operation of Treatment Facilities-BASIC SERVICES**

- (a) Contractor will provide operation services related to the water and wastewater treatment facilities in the City of Everglades City where the property is owned by City of Everglades City and physically located at: 15414 James Memorial Scenic Drive and Copeland Avenue and Kumquat Street in Collier County, as detailed below.
- (b) Contractor will provide site visits as required by the current permit(s) to the permitted facility utilizing personnel having the required state certification. Site visit frequency for the **Water Plant** shall be (5) Five days per week (3) three hours per day and (1) one visit on each weekend day. Site visit frequency to the **Wastewater Treatment Plant** shall be (7) seven days per week (6) hours per day pursuant to FDEP staffing requirements. See Exhibit "C" for City/ USWSC responsibilities
- (c) Contractor will maintain accurate and complete records on plant operation and laboratory data as required by the appropriate Regulatory Agency(s) having jurisdiction, including but not limited to the Florida Department of Environmental Protection, and shall submit all operating reports, as currently required, to the permitting Regulatory Agency with a copy to Owner.
- (d) Contractor will provide its services in a safe manner and with the appropriate efficiency consistent with the plant's ability to function effectively.



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- (e) The Contractor is required to report to the permit issuing Regulatory Agency and the Owner (permittee), within 24 hours, the discovery of any serious plant breakdown or condition causing or likely to cause:
  - 1. Unsafe treatment plant operations
  - 2. Any discharge of water or wastewater not in accordance with the facility permit, and/or
  - 3. Any major interruption in service
- (f) In addition to (d) above, when observed or experienced, the Contractor will inform the Owner of any features or appurtenances of the facility which may be an impediment to the efficient or reliable operation of the facility and which require repair or replacement. If authorized by the Owner, and at Owner's expense, the Contractor shall initiate corrective actions.
- (g) In addition to (e) above the Contractor shall at least annually coordinate with the Owner a joint field evaluation of the facilities to review the general condition and appearance of the facility, noting such maintenance and housekeeping issues that may be of concern to the permitting Regulatory Agency during an inspection by such Agency. The Contractor's advice whether given during routine visits or during such joint field evaluations with the Owner, is based upon the Contractor's regulatory knowledge, operations experience, and previous inspections of comparable facilities and/or the Owner's facilities. Such advice by the Contractor is not a guarantee to the Owner that other items not so identified by the Contractor or the Owner may be of concern to the inspecting Regulatory Agency at the time of the Agencies' inspection.
- (h) As a part of its base operations service routine, the Contractor shall perform field tests as necessary to assist in the operation of the facility and as necessary to comply with the per visit requirements currently set forth by the permitting Regulatory Agency. Such routine observation and field tests for water facilities consists of chlorine residual and flow and for wastewater facilities consists of chlorine residual, PH, and flow. The cost for field tests as outlined above is included in the base operations service fee.
- (i) The Contractor is responsible for the coordination of the physical pulling of monthly, quarterly or annual samples in accordance with the current sampling schedule approved by the Regulatory Agency. The Contractor will also coordinate the testing of such samples by a certified laboratory and shall incorporate the results of such testing in the appropriate reports to the Regulatory Agency. The Contractor is responsible for operating the Owner's facility to meet the current limits of the permit and within the applicable laws, rules and regulations of the Regulatory Agency, within the capabilities of the facility to treat the water or wastewater. The cost of pulling of samples, supplies, due care, transportation to the laboratory, and receiving the results from the laboratory is not included in the Contractor's charge for basic services unless so specified in Part II- Payment Schedule.





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- (j) Contractor will coordinate chemical delivery to the treatment facility, the cost of chemicals  is  is not included in the Base Services Fee. Contractor will maintain the operability of the disinfection system; however, the upkeep expense of replacing tubing, check valves, and other small items of the system will be billed to and paid by the Owner.
- (k) Contractor shall conduct services with the safety of staff and public as a primary focus. It is required by regulatory agencies that the physical plant be maintained by the Owner in a manner that protects all persons associated with operations or use. Contractor will advise Owner of any apparent safety concerns; however, this provision does not mean the Contractor is responsible for any repairs or changes needed to ensure safety at the treatment site unless the Contractor has been engaged to repair such and said deficiencies are a portion of or the result of work by the Contractor.

## II. Payment Terms and Schedule

- (a) Owner will pay \$26,190.74 per month for basic operation services of the permitted facility(s). Monthly base operations will be billed in a lump sum at the beginning of each month for that month's services.

The Base Operations Service Fee:

Does not include sampling

x Does include only the below listed sampling/testing:

See Exhibit "D"

X Sampling (additional to the above) if performed by the Contractor, will be invoiced in accordance with the fee schedule shown in Exhibit B. Exhibit B is attached and subject to change without notice.

The above selected sampling/testing alternatives do not include tri-annual, special events, lead and copper, or additional sampling as may be determined necessary by the Regulatory Agency in addition to the scheduled sampling plan.

Additional requirements \_\_\_\_\_

- (b) A monthly fuel surcharge fee may be charged. This fee is based upon the number of weekly visits required under the permit necessary to provide base operations services.

The fuel surcharge fee may be adjusted annually between April and May to reflect the increase or decrease in fuel costs based upon the annual weighted average change in fuels costs.

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The current fuel surcharge for N/A visits per week is \$0.00/month.

N/A Fuel surcharge is applicable to this Agreement in addition to the base operations services fee.

- (c) Base Operation Services fee will adjust yearly based upon changes in the "Year End" consumer price index (CPI) as determined yearly by the U.S. Government for the category index of "Water and Sewage Maintenance". Such CPI adjustment shall be applied each April.
- (d) Should it become necessary to perform services or provide material not listed in items I.(a)–I.(j) above, Contractor shall notify the Owner. For services totaling less than \$500 verbal notification and approval is acceptable. For services estimated to exceed \$500 the Contractor will provide Owner with a proposal which must be accepted, signed, and returned to Contractor before Contractor will undertake any such work. In cases of an emergency the above stated process may not occur in which case the prevailing rates shown in Exhibit A will apply. Exhibit A is attached and subject to change without notice. All materials provided are at cost plus a 15% Contractor markup.
- (e) In the event that the client reasonably disputes a portion of an invoice other than a base service charge, the client may in writing lodge a Billing Dispute Notice within ten (10) calendar days from the receipt of the relevant Invoice and state their objections in the Notice. U.S. Water Services Corporation will respond to the Bill Dispute Notice within thirty (30) calendar days of its receipt and interest will not be applied to the disputed amount until resolved but under no circumstances shall such abatement last longer than sixty (60) days. Payment is due within the terms of the contract for all amounts not in dispute.
- (f) Payment Methods – The price quotes and schedule of fees for all services rendered by or through the Contractor anticipates that payments will be received as cash, check or ACH. Payment by other methods such as credit cards will not be accepted for services under prices quoted herein. Additionally, should the OWNER utilize the services of a payment processing company USWSC will not contract with nor pay any fee associated with these services. All fees or charges associated with the payment method or procedure selected by the Owner shall be paid by the OWNER. Prompt payment of all invoices is expected, and any invoices remaining unpaid 30 days after issued will be assessed interest at an interest rate of 1% per month (12% annual).

### III. Insurance

Contractor will carry and maintain throughout the period of the contract Commercial General Liability Insurance and Worker's Compensation at Contractor's sole expense.

### IV. Non Solicitation of Employees



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Owner acknowledges that U.S. Water Services incurs substantial recruitment, screening, training, administrative, and marketing expenses with respect to their operators, and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the operators constitute trade secrets of U.S. Water Services. Accordingly, Owner agrees not to directly or indirectly utilize, offer to hire, hire on a permanent or part time basis, or engage as an independent contractor or free-lancer any operator employed or previously employed by Contractor during the period of this agreement, or within 2 years of termination of this Agreement without the expressed prior written consent of U.S. Water Services. If the Owner violates this paragraph, Owner promises to pay a conversion fee equal to one year's annual bill rate in effect at the time of termination of the services of U.S. Water Services or \$10,000 dollars, whichever is greater.

**V. Duration of Agreement**

The stated term of this contract is for one calendar year, and will automatically renew unless otherwise notified by either party no later than 60 days prior to the contract anniversary. Either party may cancel or terminate this contract for any reason with a sixty (60) day written notice. Contractor reserves the right to cancel this agreement without sixty (60) days written notice if Owner's account becomes thirty (30) days past due.

Any notices of cancellation shall be presented by certified mail to:

**Facility Operator/Agent/Tenant/Owner: Contractor:**

City of Everglades City  
P.O. Box 110  
Everglades City, FL 34139  
(239) 695-4558

U.S. Water Services Corporation  
4939 Cross Bayou Boulevard  
New Port Richey, FL 34652  
(727) 848-8292

With required copy to:

J. Christopher Lombardo, Esq.  
3200 Tamiami Trail North  
Suite 200  
Naples, FL 34103

**VI. Jurisdiction and Attorney Fees and Costs**

Payment for services rendered under this agreement is due in Collier County, Florida, and failure to timely and fully make any payment constitutes a breach of this agreement, with such breach deemed by the parties hereto to have occurred in Collier County, Florida. The sole and exclusive venue for any legal action arising from or relating to this



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agreement shall be in Collier County, Florida, to the exclusion of any other venue or court.

The prevailing party in any legal action shall be entitled to an award of costs and reasonable attorney's fees related to litigation. This includes, but is not limited to, expenses incurred in any attempt to collect on this contract, interest accumulated, as well as court filing fees.

## VII. Public Records

- (a) U.S. Water Services shall allow public access to all documents, papers, letters, or other materials subject to the provisions of chapter 119, Florida Statutes, and made or received by U.S. Water Services in conjunction with this agreement.
- (b) The Parties acknowledge that failure to cooperate with any public records requests shall be considered a material breach of this agreement
- (c) **IF U.S. WATER SERVICES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO U.S. WATER SERVICE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 695-3782, [DMSALLWOOD@CITYOFEVERGLADES.ORG](mailto:DMSALLWOOD@CITYOFEVERGLADES.ORG), P.O. BOX 110, EVERGLADES CITY, FLORIDA 34139.**
- (d) Further, U.S. Water Services agrees to comply with Florida's public records laws, specifically to:
  - a. Keep and maintain public records required by OWNER to perform service.
  - b. Upon request from OWNER'S custodian of public records, provide OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, or as otherwise provided by law.
  - 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 Term and following completion of the contract if U.S. Water Services does not transfer records to OWNER.
  - d. Upon completion of the contract, transfer, at no cost, to OWNER all public records in possession of U.S. Water Services or keep and maintain public records required by U.S. Water Services to perform the service. If U.S. Water Services transfers all public records to the Owner upon the completion of the contract, U.S. Water Services shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If U.S. Water Services keeps and maintains public records upon completion of the contract, U.S. Water shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon



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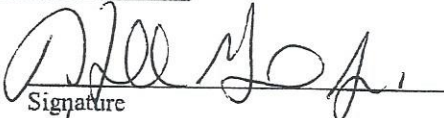
request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

This agreement, consisting of 7 pages including the signature page, represents the entire understanding between the Owner and and may only be modified in writing and signed by both parties.

## Facility Owner

City of Everglades City

By:

  
Signature

9/27/18  
Date

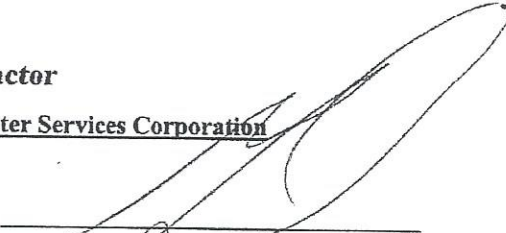
Howell Grimm Sr.  
Print Name

\_\_\_\_\_  
As its Mayor

## Contractor

U.S. Water Services Corporation

By:

  
\_\_\_\_\_  
Signature

9/26/18  
Date

President  
Title