

## **MANAGEMENT CONTRACT**

This Agreement is made effective as of \_\_\_\_\_, 2023, by and between the Town of Eatonville located at 307 East Kennedy Boulevard, Eatonville, FL 32751 (hereinafter "Owner") and Biometric Utility Consultants, Inc., located at 1525 Langley Ave., Bldg. 300 Unit 1, Deland, FL 32724 (hereinafter "Manager").

Manager is experienced in the operation and management of water and wastewater treatment facilities, has the necessary training and staff, and is otherwise fully and completely able to manage the water treatment facilities of the Owner in accordance with the Florida Department of Environmental Protection (FDEP) regulations and guidelines. Manager is willing to undertake the management of said facilities of the Owner under the terms set out in this Agreement for the monthly fee of \$1,400.00, which fee shall be guaranteed for one year with the option to increase in the renewal year.

### **Responsibilities and Authority of Manager:**

1. Manager shall coordinate with the Owner and/or designated point of contact (as designated by the Mayor or the Chief Administrative Officer ("CAO")) to find the most cost-effective way to bring the plant into regulatory compliance and keep it running efficiently. All final operational decisions will be communicated to the Manager by the Owner/designated point of contact upon recommendations from the Manager.
2. Manager is authorized to make all decisions regarding non-emergency maintenance, repairs and/or refurbishment of treatment facilities costing less than \$1,200.00. All such maintenance will be timely communicated to the Owner or designated point of contact by the Manager.
3. Manager is authorized to make emergency repairs as needed to keep facility in compliance with FDEP standards so long as the cost for such repairs does not exceed \$1,200.00. All such maintenance will be timely communicated to the Owner or designated point of contact by the Manager.
4. Manager shall not be financially responsible for any costs incurred for the above-referenced repair or maintenance work.
5. Manager shall oversee the water treatment facilities' structure, operation, chemical usage, and testing.
6. Manager shall oversee engineers, contractors and/or sub-contractors for any required maintenance or refurbishment to Owner's water treatment facilities as well as any other work performed at facilities.
7. Manager shall keep all records of maintenance, repairs, refurbishment or replacement of Owner's water treatment facilities as required by and in accordance

with Chapter 119, Florida Statutes. See specific section on public records compliance below.

8. Manager shall meet with state agencies, if requested, during compliance inspections on behalf of Owner.
9. When requested, Manager will provide a formal response to compliance inspection letters to any required state agency regarding matters within the Manager's scope of work.
10. Manager shall correspond with the Owner and/or designated point of contact chosen by Owner regarding any facility-related compliance deficiencies, state required documentation, or consumer complaints.

**Public Records.** Manager is also responsible to comply with Florida's Public Records Statute, Chapter 119, and agrees to do the following:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, reports are provided, to the public agency, all public records which are provided monthly are to be kept on site as required by state law. The contractor will maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract. 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 are provided monthly and should be maintained for a minimum of ten years.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 623-8900, [vking@townofeatonville.org](mailto:vking@townofeatonville.org), 307 E. Kennedy Boulevard, Eatonville, FL 32751.

**Term.** This agreement automatically renews for an additional 1-year term for the date both parties have signed. However, the Agreement may be terminated at any time by either party with or without cause provided at least 90-days' prior written notice is delivered by the terminating party to the other party.

**Indemnification.** Manager hereby agrees to indemnify, hold harmless, protect and defend Owner and Owner's agents representatives, officers and any affiliate or related association against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, that are alleged to have occurred in whole or in part as a result of or due to Manager or its employees or sub-contractors negligence or willful misconduct, or in connection with a breach of its obligations under this agreement.

Owner agrees to indemnify, hold harmless, protect, and defend Manager against all tort liability, damages, costs, and expenses, including reasonable attorney's fees that are alleged to have occurred in whole or in part because of or in connection with Town of Eatonville's gross negligence or willful misconduct. However, this indemnification shall not exceed to the limited waiver of sovereign immunity as set forth in Florida Statute § 768.28 (2022) and shall not be subject to increases by subsequent acts of the Florida legislature.

**Confidentiality.** Manager, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use, divulge, disclose, or communicate in any manner, to any unauthorized individual or entity, any information that is proprietary to Owner. The Manager and its employees, agents, and representative will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. Upon termination of the Agreement, Manager will return to Owner all records, notes, documentation, and other items that were used, created, or controlled by Manager during the term of this Agreement.

**Insurance.** Manager shall provide Owner proof of all necessary insurance coverage for its workers, including comprehensive liability coverage and workman's compensation coverage for its operators and employees. Manager shall require the same level of insurance for any sub-contractors it may employ and shall provide proof of said sub-contractor's insurance coverages to Owner.

**Amendment.** This Agreement may be modified or amended in writing, if the writing is signed by all parties obligated under this Agreement.

**Governing law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

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**Acknowledgment.** Owner acknowledges that this Agreement does not replace the current Operation Contract for operation of the Owner's water facility.

**Town of Eatonville**

Owner

**Biometric Utility Consultants, Inc.**

Manager

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

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

Its: \_\_\_\_\_

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

Print Name: Carlos A. Tola

Its: Chief Executive Officer