

Memorandum

Utilities Department

To: Michael Couzzo, Village Manager
From: Sam Heady, Deputy Director of Utilities
Date: 10/13/15

Subject: Hydrogen Peroxide Tank

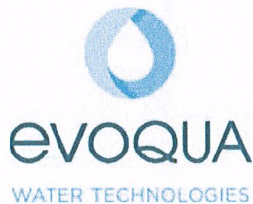
I respectfully present the following Comprehensive Analysis to the Village Manager.

The Village has chosen to lease the system for these reasons:

- 1) The price on chemical cost. The Village is not charged a premium for short loads which is \$0.85 versus \$0.39 due to the lease agreement.
- 2) The existing containment area is already sized for the current system.
- 3) The system is fully owned and maintained by a third party. Those annual operation and maintenance cost are not the Village's responsibility.

Leasing cost: \$9000

Staff recommends approval of contract.



September 24, 2015

Mr. Samuel Heady
Village of Tequesta
901 N. Dixie Hwy.
Tequesta, FL 33469-0273
Email: sheady@tequesta.org

RE: HYDROGEN PEROXIDE MONTHLY EQUIPMENT FEE

Dear Mr. Heady:

Evoqua Water Technologies would like to thank the Village of Tequesta for the opportunity to continue providing 50% hydrogen peroxide and the feed equipment for your odor and corrosion control needs.

The monthly price for the hydrogen peroxide feed equipment rental will remain the same at \$750.00 per month. This pricing will be in effect from October 1, 2015 through September 30, 2016.

All Terms and Conditions are per the existing contract. The above pricing does not include any applicable taxes.

Evoqua Water Technologies will process your order when we receive acceptance of this renewal by signing below and returning with your purchase order number to sheri.whalen@evoqua.com. If you have any questions, or need any additional information, please give me a call at (941) 586-8813.

Thank you for your assistance and for your continued business.

Sincerely,

Evoqua Water Technologies LLC

Charles Maltby

Charles Maltby
Sales Representative

Accepted by:

This 19 day of Oct. 2015

By: Michael R. Canizo Jr.

Title: Village Manager

PO#: _____

ADDENDUM

Public Records: In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, the Contractor must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, the Contractor shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to the Village, at no cost to the Village, all such records in the possession of the Contractor and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Village in a format that is compatible with the Village's information technology systems.

lieu of written agreements for classes of contractual services; revising terminology; creating s. 287.136, F.S.; requiring the Chief Financial Officer to perform audits of executed contract documents and to discuss such audits with the agency officials; requiring the agency head to respond to the audit; amending s. 287.076, F.S.; providing that Project Management Professionals training for personnel involved in managing outsourcings and negotiations is subject to annual appropriations; amending ss. 16.0155, 283.33, 394.457, 402.7305, 409.9132, 427.0135, 445.024, 627.311, 627.351, 765.5155, and 893.055, F.S.; conforming cross-references; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 119.0701, Florida Statutes, is created to read:

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

Section 2. Section 215.971, Florida Statutes, is amended to read:

215.971 Agreements funded with federal or ~~and~~ state assistance.—

(1) For An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must the agreement shall include all of the following:

(a)(1) A provision specifying a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform.; ~~and~~

(b)(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(c) A provision specifying the financial consequences that apply if the recipient or subrecipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a recipient or subrecipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

(d) A provision specifying that a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(e) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.

(f) A provision specifying that any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.

(g) Any additional information required pursuant to s. 215.97.

(2) For each agreement funded with federal or state financial assistance, the state agency shall designate an employee to function as a grant manager who shall be responsible for enforcing performance of the agreement's terms and conditions and who shall serve as a liaison with the recipient or subrecipient.