

MANAGEMENT CONTRACT

This Agreement is made effective as of 1 July 2023 ("Effective Date"), between Matanzas Shores Owner's Association, Inc., whose address is 110 East Collector Rd., Palm Coast, FL 32137 ("Owner") and Biometric Utility Consultants, Inc., whose address is 1525 Langley Ave., Bldg. 300 Unit 1, Deland, FL 32724 ("Manager").

1. Agreement to Contract with Manager; Price. Manager is experienced in operation and management of water and wastewater treatment facilities and has the necessary staff and is otherwise completely able to manage the Owner's wastewater treatment facilities in accordance with The Florida Department of Environmental Protection (FDEP) permits, regulations, and guidelines. Owner desires to enter into this Agreement with Manager for the operation of the Owner's wastewater treatment facility. 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 \$1,318.90.

2. Responsibilities of Manager. In exchange for Owner's payment of the monthly fee stated above, Manager shall perform the following:

1. Work closely with the Owner to find the most cost-effective way to operate Owner's wastewater treatment facilities in compliance with applicable permits and law and keep it running efficiently. All FINAL decisions will be given by the Owner upon recommendations by Manager.
2. Decisions regarding non-emergency maintenance, repairs and/or refurbishment of treatment facilities less than \$2,000.00 will be authorized by the Manager. If any expenditure of more than \$2,000 is made, the Manager shall notify the Owner's liaison within seven days.
3. Manager is authorized and has financial approval to make emergency repairs as needed to keep facility in compliance with FDEP standards.
4. Manager is not financially responsible for any costs incurred for the above stated work.
5. Oversee the plant(s) structure, operation, chemical usage, and testing.
6. Manager to schedule and oversee Engineers, Contractors and/or Sub-Contractors for any required maintenance or refurbishment to the wastewater treatment facilities as well as any other work performed at facilities.
7. Manager to keep records of all Warranty Equipment.
8. Meet with State Agencies, if requested, during Compliance Inspections on behalf of facility.
9. Provide a formal response to compliance inspection letters for the required State Agency, when requested and when applicable regarding the scope of work specified within the inspection letter.
10. Schedule all Sludge Hauling as needed from the plant.
11. Manager or assistant shall be available during all periods of plant operations as required by applicable permits.

12. Manager shall develop a major maintenance Yearly Site Plan to be used in budgeting and planning to include, at a minimum, Lift Station Maintenance, Emergency Generator Maintenance and maintenance that requires any of the major units to be out of operations.
13. Manager shall meet all the requirements of the Recordkeeping Requirements of applicable permits and law to include all documentation required to be on hand at the Plant office. All maintenance will be noted in log books, the monthly report.
14. Manager shall submit billing vouchers to the owner within ninety (90) day of any maintenance action being taken and/or completed. The voucher shall include a detailed listing of actions taken and the date/time of the action.

3. **Term.** This Agreement shall be for an initial term commencing on the Effective Date and expiring on December 31, 2024. This Agreement automatically renews for additional 1-year terms every January 1st. However, this 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.

4. **INDEMNIFICATION.** Manager does hereby agree to indemnify, hold harmless, protect and defend Owner, its Community Association Management company, and their respective Directors, Officers, Managers, Managing Members, shareholders, principals, agents, insurers, affiliates, and successors (collectively, "Indemnitees") from and against any and all claims, losses, liabilities, demands, damages, judgments, costs, and expenses, including reasonable attorney's fees and costs, that are alleged to have occurred in whole or in part as a result of or due to Manager's or its employee's or sub-contractor's negligence or willful misconduct, or in connection with a breach of Manager's obligations under this Agreement. Owner agrees to indemnify, hold harmless, protect, and defend Manager against all claims, losses, liabilities, demands, damages, judgments, costs, and expenses, including reasonable attorney's fees and costs, that have been adjudicated to have occurred in whole or in part as a result of or in connection with Owner's gross negligence or willful misconduct.

5. **CONFIDENTIALITY.** Manager, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Manager, or divulge, disclose, or communicate in any manner, any information that is proprietary to Owner. Manager and its employees, agents, and representatives 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 Client all records, notes, documentation, and other items that were used, created, or controlled by Manager during the term of this Agreement.

6. **INSURANCE.** Manager shall purchase and maintain throughout the term of this Agreement (including any renewal terms), and with respect to the completed operations coverage under the general liability insurance policy, for four years following expiration or termination of this Agreement, the following insurance policies and shall provide proof of insurance to Owner upon request.

a. **General Liability Insurance.** Manager shall purchase and maintain general liability and commercial automobile liability insurance to protect against claims of personal injury and property damage, including for injury or damage arising out of the use of automobiles (including owned, non-owned, and hired or rented autos, i.e., any auto), for personal & advertising injury, and for products & completed operations. The policy or policies must be written on an occurrence basis and must have the following minimum limits of coverage:

Commercial Automobile Liability: \$1,000,000 combined single limit, each accident

General Liability:

\$1,000,000	Each Occurrence
\$1,000,000	Personal/Advertising Injury
\$5,000	Medical Expense
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations

b. **Workers' Compensation & Employers' Liability Insurance.** Manager shall purchase and maintain Workers' Compensation Insurance and Employer's Liability Insurance to protect against claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws, and from employers' liability claims for damages because of bodily injury or death by accident or disease to its employees, with liability limits of at least \$500,000.00 per occurrence for bodily injury by accident and \$500,000.00 per employee for bodily injury by disease, with a \$500,000.00 aggregate for bodily injury by disease, or such minimum amounts required by applicable for Worker's Compensation insurance, whichever is greater.

c. **Additional Insureds.** Manager shall name Owner and the other Indemnitees as Additional Insureds under all insurance policies required to be maintained by Manager under this Agreement, except the Workers' Compensation and Employers' Liability Policy.

d. **Subcontractor Insurance & Indemnification.** Manager shall ensure that all subcontractors, sub-subcontractors, and all persons performing any of the services under this Agreement (excluding individual employees of any of the foregoing entities) procure and maintain in effect the same insurance policies with the same content requirements and limits as specified above with respect to Manager. Without limiting the foregoing, Manager shall specifically ensure that all parties required to be named as additional insureds under Manager's insurance policies under this Agreement are also named as additional insureds under all insurance policies of subcontractors, sub-subcontractors, and all other persons performing any of the services under this Agreement (excluding individual employees of any of the foregoing entities). Further, Manager shall ensure that such insurance obligations, and the indemnification obligations in this Agreement (while substituting "Manager" as the indemnifying party with the legal name of the applicable subcontractor or other party performing any of the services) are included in every contract between Manager and any subcontractor, sub-subcontractor, and all other persons performing any of the services, and that Owner is identified as a third party beneficiary under such subcontracts and sub-subcontracts.

e. **Insurer's Rating; Certificate Holder.** All insurance policies required to be maintained by Manager shall be issued by insurance companies licensed to do business in Florida and bearing an A.M. Best Company FSR Rating of A VII or better. Prior to starting the services under this Agreement, Manager shall provide Owner with certificates of insurance evidencing that Manager and all subcontractors have the required insurance coverages. All insurance policies required to be maintained by Manager and any subcontractors shall provide that the policy may not be canceled except upon thirty (30) days prior written notice to Owner, and Owner shall be

named as a certificate holder under all such policies. None of the insurance policies required by this Agreement shall be terminated or modified without the prior written consent of Owner.

f. **Waiver of Subrogation; Primary Insurance.** All insurance policies required to be maintained by Manager and any subcontractors shall include waivers of subrogation against the Owner and the other Indemnitees. In addition, all insurance policies required to be maintained by Manager shall be Primary and Non-Contributory Coverage, including with respect to any "other insurance" maintained by an Additional Insured.

7. General Provisions.

a. **Independent Contractor.** Manager is an independent contractor, and not an employee, of Owner. Nothing herein shall be deemed to create a joint venture, partnership, or employer-employee relationship between Owner and Manager.

b. **Notices.** Any notices required or permitted to be given by any party to this Agreement shall be deemed given when placed in the United States mail, postage prepaid, with return receipt requested and addressed to the party's address identified on the first page of this Agreement. Either party may designate an alternative address for notice by providing notice to the other party in the manner provided herein.

c. **Anti-waiver.** Any party's failure or decision not to exercise any rights or remedies under this Agreement shall not constitute a waiver of that party's right to exercise any right or remedy for any matter.

d. **Severability.** This Agreement is intended to be severable. If any provision of this Agreement is found to be unlawful, invalid, or unenforceable for any reason, such provision shall be judicially reformed to the limited extent required to render such provision valid and enforcement in accordance with the intent of the parties, or if such provision is incapable of reformation, such provision shall be deemed eliminated from this Agreement, but in any event the remaining provisions of this Agreement shall remain valid and enforceable.

e. **Amendment.** This Agreement may only be modified or amended in a written instrument signed by Owner and Manager.

f. **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Mandatory and exclusive jurisdiction and venue for any action arising out of or related to this Agreement shall lie in a county or circuit court of competent subject matter jurisdiction of, or in and for, Flagler County, Florida.

g. **WAIVER OF JURY TRIAL. THE PARTIES MUTUALLY, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

h. **Authority to Execute Agreement.** Each of the signatories to this Agreement represent and warrant to each of the parties that he or she has obtained the necessary consent and authority to execute this Agreement and to make this Agreement binding upon the party for whom each signatory has signed.



BIOMETRIC UTILITY CONSULTANTS, INC.

P.O. BOX 740641

ORANGE CITY, FL 32774-0641

PHONE: (386) 860-3148

FAX: (386) 259-4978

Attachment 1

Matanzas Shores 2023


Matanza Shores 2023							
ITEM	DESCRIPTION	DAILY	WEEKLY	MONTHLY	QUARTERLY	BI-ANNUAL	AS NEEDED
Bar Screen	Maintenance, cleaning as needed	✓					
Flow Chart	Update readings	✓					
Chlorine Residual	Verify chlorine reading, record data	✓					
pH Residual	Verify pH residual, calibrate pH meter	✓					
Flow Meter	Verify flow, record data	✓					
Nitrates	Verify nitrate readings, record data			✓			
Settle Meter	(60 minutes)		✓				
Harsh Color Meter	Calibrate	✓					
WWTP Walkthrough	Plant rounds inspecting all equipment	✓					
Lift Stations (4)	Inspect all four lift stations		✓				
Large Generator	Inspect large generator at WWTP		✓				
OCC & Digester	Pump down OCC to the digester		✓				
Ponds	Rotations of ponds		✓				
Clarifier	Pressure wash clarifier			✓			
Monthly Report	Operator Findings, DMRS			✓			
Plant Fittings	Grease all fittings within plant grounds			✓			
Valves	Quarterly valve flushing and exercising				✓		
Plant Locks	Spray WD40 on locks for ease of accessibility						Yearly
Air Relief Valves	Inspect all eight (8) air relief valves, repair if necessary				✓		
Chlorine Tablets	Chlorine tablets added to trough						✓
Garbage Bags	Restock plant garbage bags						✓
Digester	Decant digester						✓
Sludge Haulings	Schedule pump outs from digester						✓

PREVENTATIVE MAINTENANCE WWTP							
ITEM	DESCRIPTION	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUAL	AS NEEDED
Digester	Operations: Exercise all valves at WWTP				✓		
	Operations: Check blades at aerators				✓		
	Operations: Clean head works structure and bar screen				✓		
	Operations: Check water flow in clarifier scum trough				✓		
	Maintenance: Grease bearings at rotors					✓	

I. **Operation Service Agreement.** This Agreement is an independent agreement between Owner and Manager and does not replace the Biometric Operation Service Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

**MATANZAS SHORES OWNER'S
ASSOCIATION, INC.**




Signature
JACK SCOTT

Printed Name
Resident

As its (capacity)
10/3/2023

Date

BIOMETRIC UTILITY CONSULTANTS, INC.



Signature
Maureen A. Tala

Printed Name

As its (capacity)
8/31/2023

Date