A motion was made by Commissioner McCann and seconded by Commissioner Bearden to hold off on the project until it can be reviewed by legal counsel and they can report back. Carried 5-1. Comm. Rahn nay



Subject
Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; and Adoption of Budget Amendment Resolution B-26-109, Aimee Johnson, Economic Development Division Manager - District 5

Category
REGULAR

Briefings
All

Contact and/or Presenter Information
Aimee Johnson, Economic Development Division Manager

Action Requested
Provide direction and Approval for staff to proceed with the proposed privately financed treatment facility at the Lena Road Landfill; and
Adoption of Budget Resolution B-26-109 amending the annual budget for Manatee County, FL, for fiscal year 2026

Enabling/Regulating Authority
N/A

Applicable Advisory Board
N/A

Background Discussion
The proposed privately financed treatment facility at the Lena Road Landfill would reduce leachate impacts, expand reclaimed water capacity, improve PFAS readiness, and support long-term infrastructure resilience. The private partner would finance, construct, operate, and maintain the facility, with the County purchasing treatment services or treated water. Procurement has completed the requisition process. Board approval is requested to proceed.

Attorney Review
Other (Requires explanation in field below) Waterman
On July 23, 2026, in response to RLS No. 25/26-0369, the County Attorney's Office (CAO) advised that the agreement submitted for review was not legally sufficient and recommended that staff carefully review the RLS response memorandum (attached), the

comments and redlined edits in the agreement, intelligently update the agreement, and resubmit to the CAO for legal review.

Staff has declined to follow the CAO's request that the documents be resubmitted for additional legal review prior to presenting same to the Board for consideration. The CAO has not opined as to the legal sufficiency of the proposed documents and the County's Risk Manager has not approved the insurance provisions contained within the proposed agreement.

Instructions to Board Records
Aimee Johnson; Stephanie Garrison

Cost and Funds Source Account Number and Name
Solid Waste Utility

Amount and Frequency of Recurring Costs
$4.2-$4.5M, Annually

RESOLUTION B-26-109
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2026

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.

b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.

c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2025-2026 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below:

District:	Countywide
Department:	GOVERNMENT RELATIONS
Department:	UTILITY OPERATIONS
Fund:	WATER AND SEWER PFAS OPERATING
Fund:	SOLID WASTE FUND
Description:	Appropriates and transfers $240,000 of settlement revenue in the Water and Sewer PFAS operating fund to the Solid waste fund. Also, transfers $3,960,000 from reserves in the Solid Waste fund to the Landfill Operations account key to fund Project Wolf with Chemical Injection Partners for an Advanced Wastewater Treatment System. This is related to the Southeast Water Reclamation Facility's treatment of leachate and its return to the facility's holding ponds. The agreement is being presented to the Board along with this budget amendment.

Batch ID: KC90126 Reference: BU26000607

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF _____, 2026.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By:_____
Chairman

ATTEST: Angelina Colonneso
Clerk of Circuit Court

By:_____
Deputy Clerk

260430 v8a

PERFORMANCE CONTRACT
FOR
SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE

By and Between
Chemical Injection Partners Florida, LLC d/b/a CIP Solutions

and

Manatee County

_____, 2026

PERFORMANCE CONTRACT
FOR
SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE

This **PERFORMANCE CONTRACT FOR SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE** ("Performance Contract") is made by and between MANATEE COUNTY, a political subdivision of the State of Florida ("County"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and CHEMICAL INJECTION PARTNERS FLORIDA, LLC, a Florida limited liability company d/b/a CIP Solutions (**"**CIP Solutions") with offices located at 6230 University Parkway, Suite 201, Lakewood Ranch, Florida 34240. County and CIP Solutions are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County owns and operates the Lena Road Landfill and the Southeast Water Reclamation Facility located at 3333 Lena Road, Bradenton, FL 34211 ("SEWRF"), which is a wastewater treatment plant that generates Landfill Leachate and Biosolids Filtrate (all defined below);

WHEREAS, CIP Solutions has conducted a pilot study for a scalable, energy-efficient, treatment-media-based wastewater treatment system to process and treat Landfill Leachate and Biosolids Filtrate (the "Pilot");

WHEREAS, CIP Solutions and the County desire to enter into this Performance Contract to expand the scope of the Pilot into the Project (as defined below);

WHEREAS, the Project serves a valid public purpose by providing a scalable, energy-efficient, treatment-media-based wastewater treatment system to process Landfill Leachate and Biosolids Filtrate;

WHEREAS, the Board has determined that it is in the best interest of the County to enter into this Performance Contract, that CIP Solutions is the highest and best bidder for the Project, and the Project is the highest and best use of the Project Site (as defined below); and

WHEREAS, the Parties acknowledge that CIP Solutions is making a substantial, Project-specific capital investment in reliance upon the County's commitments under this Performance Contract, including the Minimum Volume Commitment and the full Initial

Term, and that CIP Solutions' ability to recover that investment depends on performance of those commitments;

WHEREAS, the Parties wish to enter into this Performance Contract whereby CIP Solutions will design, permit, construct and operate the Project and the County will compensate CIP Solutions for the treatment of Landfill Leachate and Biosolids Filtrate, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. **CONTRACT DOCUMENTS**. The Recitals set forth above are incorporated by reference. In addition to the terms and conditions of this Performance Contract, the following Exhibits and Schedules are incorporated into, and shall be deemed an integral part of, this Performance Contract; provided, however, that, for the avoidance of doubt, Schedule 1, the Lease and Access Agreement, shall be a stand-alone agreement. The two agreements are interdependent: a default under either is a default under both, neither may be terminated without the other, and CIP Solutions' obligations under the Lease are subject to the County's payment and other obligations under this Performance Contract.

   Exhibit 1 – Anti-Human Trafficking Affidavit
   Exhibit 2 – Foreign Countries of Concern Affidavit
   Exhibit 3 – Scope of Work
   Exhibit 4 – Insurance Requirements

   Schedule 1 – Lease and Access Agreement
      Exhibit A – Landfill
      Exhibit B – Project Site
      Exhibit C-1 – Access Easement Area
      Exhibit C-2 – Pipeline Easement Area
      Exhibit C-3 – Electric Easement Area
      Exhibit D – Anti-Human Trafficking Affidavit
      Exhibit E – Foreign Countries of Concern Affidavit

   Terms and definitions not otherwise defined in this Performance Contract shall have the meaning ascribed to such terms in the Exhibits and Schedules referenced herein. In the event of any conflicting or cumulative rights and responsibilities between the Schedules and this Performance Contract, this Performance Contract shall take precedence and govern with respect to payment, the Minimum Volume Commitment, Termination Compensation, treatment-performance obligations, and all other commercial rights and responsibilities of the Parties.

2. DEFINITIONS. Each of the following initially capitalized terms as used herein shall have the following meanings:

"Access Easement Area" means the nonexclusive easements on, over, across, and through that portion of the Landfill more particularly described on Exhibit C-1 of Schedule 1 for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon.

"Applicable Law" means all applicable federal, state, and local laws, rules, regulations, and permits in effect at the time of determination, including common law and Environmental Law. References to "Applicable Law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

"Biosolids Filtrate" means filtrate wastewater produced by or associated with the County's biosolids dewatering or drying operations, whether generated at SEWRF, the Landfill, or another County facility, and delivered or made available by or on behalf of the County to the Project for treatment.

"Board" means the Board of County Commissioners of Manatee County, Florida.

"Business Day" means any day that is not a Saturday, Sunday, or holiday in the State of Florida.

"Commercial Operations Date" means the date on which a water sample is collected that, upon laboratory analysis, establishes that the Project has treated SEWRF Wastewater to the Minimum Treatment Standard, as further described in Section 2.14 of Exhibit 3.

"Connection Point" means the interconnection between the LCS and the Project.

"Contract Documents" mean this Performance Contract, its Schedules, and its Exhibits referenced herein and attached to or incorporated into this Performance Contract.

"Contractor Personnel" means CIP Solutions and its agents, contractors, subcontractors of any tier, consultants, vendors and suppliers.

"Easement Areas" means, collectively, the Access Easement Area, the Pipeline Easement Area, and the Electric Easement Area.

“Effluent” means treated SEWRF Wastewater produced by the Project after treatment and measured at the designated system discharge sampling location for purposes of sampling, monitoring, laboratory testing, reporting, and verifying compliance with the Minimum Treatment Standard.

“Electric Easement Area” means that portion of the Landfill more particularly described on Exhibit C-3 of Schedule 1 for the purpose of installing, maintaining, and operating any equipment or facilities necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project, which shall be reimbursed by CIP Solutions pursuant to Section 2.5 of Exhibit 3, Scope of Work.

"Effective Date" means the latest to occur of (a) execution of this Performance Contract by both Parties, (b) approval of this Performance Contract by the Board, and (c) the County's receipt of the affidavits required under Sections 32 and 33, in each case as evidenced by the date inserted on the signature page below.

“Environmental Law” means any applicable federal, state, or local law, statute, ordinance, code, rule, regulation, permit, license, approval, authorization, order, consent order, consent decree, directive, or other requirement of any Governmental Authority relating to pollution, protection of the environment, natural resources, public health or safety, worker exposure to Hazardous Substances, wastewater, reclaimed water, reuse water, stormwater, groundwater, surface water, drinking water, air emissions, wetlands, solid waste, biosolids, landfill operations, hazardous materials, hazardous substances, toxic substances, contaminants, pollutants, PFAS or other emerging contaminants, or the generation, use, storage, handling, treatment, transportation, disposal, discharge, release, reporting, investigation, remediation, or cleanup of any Hazardous Substance or other regulated material, including CERCLA, RCRA, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, FIFRA, EPCRA, and any applicable Florida environmental laws and regulations, including rules and requirements administered by FDEP and any applicable local environmental ordinances or permit conditions, in each case as amended and including any successor laws.

“Exhibits” means the exhibits attached to, incorporated into, or otherwise made a part of this Performance Contract, including the exhibits to any Schedule, as the same may be amended, supplemented, replaced, or otherwise modified in accordance with this Performance Contract.

“Force Majeure Event” means an extraordinary event or circumstance that is beyond the reasonable control of, and not caused by the fault, negligence, breach, financial

condition, lack of funds, failure to plan, failure to maintain, failure to obtain permits or approvals, failure to secure labor, materials, equipment, transportation, utilities, subcontractors, vendors, or supplies, or other act or omission of, the Party seeking relief, and that could not reasonably have been avoided or overcome through the exercise of reasonable diligence. Unless caused by an event that falls within the foregoing description, Force Majeure Events may include acts of God, declared states of emergency, hurricanes, tropical storms, floods, fires, earthquakes, explosions, war, terrorism, civil unrest, epidemics or pandemics, embargoes, or binding governmental orders that make performance impossible or illegal. Force Majeure Events shall not include changes in the quantity, availability, composition, or quality of Landfill Leachate, Biosolids Filtrate, SEWRF Wastewater, Effluent, groundwater, or other wastewater streams, except to the extent such change results from the County's delivery of SEWRF Wastewater materially exceeding the Minimum Influent Standard and such exceedance prevents the Project from achieving the Minimum Treatment Standard; ordinary course equipment failure; maintenance issues; labor disputes involving only the affected Party or its subcontractors; market conditions; price increases; inability to obtain financing; lack of appropriated funds; or any event that merely increases the cost or difficulty of performance. The affected Party's relief shall be limited to an extension of time for the period of actual delay directly caused by the Force Majeure Event, and only for the affected obligation.

"GAC" means granular activated carbon, a porous carbon-based treatment media used in the Project for polishing, adsorption, and removal or reduction of PFAS and other contaminants from SEWRF Wastewater or Effluent.

"Governmental Authority" means any federal, state, municipal, or local government entity, any court or judicial body, any regulatory or administrative body, any entity with the authority to act with the force of law, and any Person acting under color of the foregoing.

"Hazardous Substance" means, collectively, (a) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls, (b) any chemicals or other materials or substances that are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants," or words of similar import under any Environmental Law, and (c) any other chemical or other material or substance, exposure to which is now or hereafter regulated under any Environmental Law.

“Landfill” means the Lena Road Landfill located at 3333 Lena Road, Bradenton, Florida 34211 and more fully described in Exhibit A of Schedule 1 (Lease and Access Agreement).

“Landfill Leachate” means the leachate wastewater collected from the LCS.

“Leachate Collection System” or “LCS” means the Landfill Leachate collection and control system at the Landfill, including extraction wells, above- and below-grade pipelines and headers, monitoring equipment, and other extraction-related equipment installed for the purpose of recovering Landfill Leachate from the Landfill and transporting it to a Connection Point, in each case upstream of the Connection Point and as expanded or modified from time to time.

“Lease and Access Agreement” or “Lease” or “Schedule 1” means the Lease and Access Agreement attached as Schedule 1, together with its supporting Exhibits.

“Minimum Influent Standard” means the influent quality parameters, concentration limits, and ranges applicable to SEWRF Wastewater delivered by or on behalf of the County to the Project at the designated influent connection point, as set forth in Section 2.2 of Exhibit 3, Scope of Work. SEWRF Wastewater shall be evaluated for compliance with the Minimum Influent Standard based on representative influent sampling at such point and in accordance with the sampling and testing requirements of this Performance Contract and Exhibit 3. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of any obligation, or reduce any credit toward the Minimum Volume Commitment, except to the extent expressly provided in this Performance Contract, including CIP Solutions' payment and rejection rights set forth in Section 2.2 of Exhibit 3.

“Minimum Volume Commitment” or “MVC” shall have the meaning set forth in Section 4.b.

“MVC Year” means (i) for the first MVC Year, the period commencing on the first day of the calendar month following the Commercial Operations Date and ending one year thereafter, and (ii) each subsequent 1-year period thereafter.

“Minimum Treatment Standard” means the standard for treated SEWRF Wastewater produced by the Project, as more particularly described in Exhibit 3, Scope of Work.

“Permit” means, with respect to a Party, any permit, license, approval, authorization, consent, certificate, registration, notice, or similar governmental authorization issued, granted, required, or accepted by any Governmental Authority and required for that

Party's performance under this Performance Contract or the Lease and Access Agreement.

"Person" means any individual, entity, or Governmental Authority.

"Pipeline Easement Area" means that portion of the Landfill more particularly described on Exhibit C-2 of Schedule 1 for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation of SEWRF Wastewater to the Project and for the transportation of treated SEWRF Wastewater from the Project to the County's Wastewater Treatment System.

"Project" means the treatment system and related infrastructure, together with all related design, engineering, permitting, installation, construction, implementation, commissioning, operation, maintenance, modification, replacement, removal, and related services, for processing and treating SEWRF Wastewater and transmitting treated SEWRF Wastewater to the County's Wastewater Treatment System, all as more particularly described in Exhibit 3, Scope of Work, and as performed pursuant to this Performance Contract and the Lease and Access Agreement.

"Project Site" means the portion of the Landfill that Manatee County will be leasing to CIP Solutions pursuant to the Lease and Access Agreement, and more fully described in Exhibit B of Schedule 1.

"Scope of Work" means the description of the Project attached hereto and incorporated herein by reference as Exhibit 3.
"Schedules" means the schedules attached to, incorporated into, or otherwise made a part of this Performance Contract, including Schedule 1, as the same may be amended, supplemented, replaced, or otherwise modified in accordance with this Performance Contract.

"SEWRF Wastewater" means untreated Landfill Leachate and Biosolids Filtrate, individually or together as a combined influent stream, that is delivered or made available by or on behalf of the County to the Project for treatment. For purposes of treatment-performance obligations, SEWRF Wastewater shall be evaluated against the Minimum Influent Standard as provided in this Performance Contract and Exhibit 3; provided, however, that a temporary, isolated, or non-material exceedance of the Minimum Influent Standard shall not cause such delivered or available wastewater to be excluded from SEWRF Wastewater or reduce credit toward the Minimum Volume Commitment unless expressly provided in this Performance Contract.

"TOP Assay" means Total Oxidizable Precursor Assay, a laboratory analytical procedure used to estimate the concentration of PFAS precursor compounds that may oxidize into measurable per- and polyfluoroalkyl substances.

"Wastewater Treatment System" means the County's wastewater collection, transmission, treatment, reclaimed water, reuse, disposal, and related wastewater-management facilities, infrastructure, systems, and operations owned, maintained, operated, or controlled by the County, including SEWRF, the Landfill-related wastewater facilities, reclaim and reuse ponds, interconnections, pipelines, appurtenances, and related facilities, pursuant to Florida Statute 125.01, Chapters 2-16 and 2-31 of the County's Code of Ordinances, and other Applicable Law.

3. **PURPOSE.** In accordance with the terms and conditions set forth herein and, in the Lease, and Access Agreement:

a. County leases to CIP Solutions the Project Site and grants to CIP Solutions nonexclusive easements on, over, across, and through the Easement Areas.

b. CIP Solutions shall (a) develop, construct, install, operate, maintain, modify, replace, and/or remove the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater; and (b) undertake all other activities and uses reasonably related thereto and reasonably related to its performance of this Performance Contract.

c. CIP Solutions shall be responsible for obtaining necessary building Permits for the Project. CIP Solutions shall have no responsibility for obtaining Permit modifications or other regulatory approvals for the County's use, reuse, discharge, disposal, redirecting, or other management of SEWRF Wastewater once treated to the Minimum Treatment Standard and delivered to the County; provided, however, that CIP Solutions shall provide the reasonable technical support, sampling data, commissioning reports, performance demonstration reports, and other documentation expressly required under Exhibit 3 in connection with such Permit modifications, regulatory approvals, notices, certifications, or other submittals. The handling of treated SEWRF Wastewater by the County, once treated to the Minimum Treatment Standard and delivered to the County, or any redirecting or reuse of such treated SEWRF Wastewater, shall be the sole responsibility of, at the sole risk of, the County.

d. The Project shall be developed and operated as more particularly described in Exhibit 3, Scope of Work.

e. The County shall be responsible for providing the County deliverables and other services specified in Exhibit 3, Scope of Work.

4. CONSIDERATION AND PAYMENT.

a. Commencing on the first day of the initial MVC Year, the County shall pay CIP Solutions monthly for the volume of SEWRF Wastewater treated during the prior calendar month; provided, however, that the first monthly payment shall also include payment for any SEWRF Wastewater treated during the calendar month in which the Commercial Operations Date occurs. Payments shall be calculated at the following annual rates:

   i. SEVEN CENTS ($0.07) per gallon for the first seventy-two million (72,000,000) gallons.

   ii. SIX CENTS ($0.06) per gallon for any SEWRF Wastewater treated in excess of seventy-two million (72,000,000) gallons.

   The foregoing rates shall be applied on an annual basis to the total SEWRF Wastewater treated in each MVC Year. Each monthly invoice shall be due and payable within forty-five (45) days after the County's receipt of the invoice.

b. CIP Solutions is making a substantial capital investment to design, construct and operate the Project, which it intends to recoup through the payments made by the County pursuant to this Performance Contract. Accordingly, during each MVC Year throughout the Initial Term, the County shall make available for treatment by the Project a minimum volume of sixty million (60,000,000) gallons per MVC Year of SEWRF Wastewater, subject to the terms of this Performance Contract (the “Minimum Volume Commitment” or “MVC”). The County may satisfy the MVC on an annual basis for each MVC Year during the Initial Term. For purposes of determining compliance with the MVC, all SEWRF Wastewater delivered or made available by or on behalf of the County to the Project during the applicable MVC Year shall be credited toward the MVC, whether or not CIP Solutions actually treats such volume, except to the extent such volume is not treated solely because of the County’s uncured material breach of an express obligation under this Performance Contract. A temporary, isolated, or non-material exceedance of the Minimum Influent Standard shall not reduce MVC credit, constitute a County default, or give rise to any shortfall payment. CIP Solutions shall receive payment for, and MVC credit for, out-of-spec wastewater as provided in Section 2.2 of Exhibit 3. If, at the conclusion of an MVC Year, the County has failed to make available the MVC for any reason other than (i) Force Majeure, (ii) non-appropriation as provided in the Availability of

Funding provision, (iii) a prohibition imposed by Applicable Law or a Governmental Authority that is not the result of the County's own act or omission, or (iv) CIP Solutions' uncured material breach,, then the County shall compensate CIP Solutions for the resulting shortfall, if any, at the same rate applicable to treated SEWRF Wastewater pursuant to Subsection 4.a.ii. No MVC shortfall, payment adjustment, credit reduction, or other relief shall apply based on influent quality unless expressly provided in this Performance Contract or agreed in a written amendment approved by the County. In addition, and notwithstanding anything to the contrary in this Performance Contract or the Lease and Access Agreement, any volume of SEWRF Wastewater that the County fails to deliver or make available, or that CIP Solutions is prevented from treating, as a result of any County action, restriction, suspension, rerouting, access limitation, or operational decision taken under the County's reserved rights (whether or not constituting a breach), other than (i) a documented Emergency Condition of limited duration, (ii) Force Majeure, or (iii) an act or omission required by Applicable Law, shall be credited toward the Minimum Volume Commitment for the applicable MVC Year.

c. Termination Compensation. If this Performance Contract or the Lease and Access Agreement is terminated before the end of the Initial Term for any reason other than CIP Solutions' uncured Event of Default, including termination due to non-appropriation, termination for convenience by the County, condemnation, or casualty, the County shall pay to CIP Solutions a termination payment equal to CIP Solutions' unrecovered, Project-specific capital investment as of the effective date of termination, less amounts previously recovered through payments hereunder. Such termination payment shall be subject to annual appropriation; provided that the County shall include the applicable termination payment amount in its budget request for the then-current fiscal year, and the County's obligation to pay any portion so appropriated shall survive termination. Nothing in this Section shall be construed to create a debt or multi-year obligation of the County within the meaning of Section 21 or applicable Florida law.

5. TERM.

a. The term of this Performance Contract shall commence on the Effective Date. The period beginning on the first day of the initial MVC Year and continuing for five (5) consecutive MVC Years thereafter shall be the “Initial Term.” At the expiration of the Initial Term, and subject to the County making sufficient annual appropriations, this Performance Contract may be renewed for successive five-year renewal terms, with each renewal term corresponding to the next MVC Year after the then-current term expires

(each, a "Renewal Term"), only upon the written approval of the County, acting through the Board or other duly authorized County representative, and CIP Solutions before the applicable renewal date. The Parties shall have no obligation to renew this Performance Contract, and failure to approve or execute a Renewal Term shall not constitute a default or breach by either Party.

b. Other than in the case of a termination for default pursuant to Section 8, neither Party shall have the right to terminate this Performance Contract during the Initial Term or any Renewal Term. Any such termination shall be subject to the Termination Compensation provisions of Section 4.c.

6. COUNTY FINANCING; TREATMENT; TAXES.

a. The Parties acknowledge and agree that neither Party is making any representation or warranty to the other Party with respect to matters not expressly addressed in this Performance Contract, including, without limitation, such other Party's compliance with Applicable Law, procurement rules or regulations, internal approvals, legal, tax, accounting, financing, or credit rating agency treatment relating to this Performance Contract or the Lease and Access Agreement, or the necessity of such other Party to raise taxes, obtain appropriations, secure financing, or seek additional funding for any purpose.

b. Each Party shall be responsible, at its own cost and expense, for complying with all Applicable Law related to such Party's execution, delivery, and performance of this Performance Contract and the Lease and Access Agreement, including, without limitation, any approvals, authorizations, procurement requirements, legal, accounting, engineering, financing, tax, or other reviews required or obtained by such Party in connection therewith; provided, however, that the County shall remain solely responsible for complying with all Applicable Law applicable to public procurement, performance contracting, annual appropriations, and any approvals or actions required of the County, the Board, or any other County body or official.

7. LIMITATION OF LIABILITY.

a. Except for payment obligations expressly due and payable under this Performance Contract, the Termination Compensation payable under Section 4.c, express indemnity obligations, confidentiality obligations, public records obligations, statutory compliance obligations, equitable or injunctive relief, fraud, intentional misrepresentation, intentional misconduct, willful misconduct, criminal conduct, knowing violations of law, liabilities that cannot be waived or limited under Applicable Law, and any obligations that

expressly survive termination, neither Party shall be liable to the other Party for any special, punitive, remote, consequential, indirect, incidental, exemplary, speculative, future, loss of profits or revenue, loss of use, or similar damages of any nature, regardless of how characterized or whether a Party has been advised of the possibility of such damages, arising in any manner from this Performance Contract, whether in contract, tort, statute, equity, or otherwise.

b. The waivers and limitations set forth in this Section are fundamental elements of the basis for this Performance Contract, and each Party acknowledges that it would not have entered into this Performance Contract in the absence of such waivers and limitations; provided, however, that nothing in this Section shall limit the County's rights, defenses, immunities, annual appropriation limitations, or protections under Applicable Law, including Section 768.28, Florida Statutes.

c. Notwithstanding anything to the contrary, unless otherwise expressly set forth, County understands and agrees that: (a) County shall have no recourse against any persons with ownership interests in CIP Solutions, and County's sole recourse shall be against the assets of CIP Solutions; (b) no claim shall be made against any participants in CIP Solutions in connection with this Performance Contract; (c) County shall have no right to require any capital contribution from any participants in CIP Solutions; and (d) this provision is made expressly for the benefit of the participants in CIP Solutions. Notwithstanding the foregoing, the limitations set forth in this Section shall not limit or impair any claim, remedy, or recovery arising from fraud, intentional misrepresentation, intentional misconduct, willful misconduct, criminal conduct, or knowing violation of law by CIP Solutions or any participant in CIP Solutions; any equitable remedy or injunctive relief available under Applicable Law; any express indemnity, confidentiality, payment, insurance, public records, statutory compliance, or surviving obligation under this Performance Contract; or any liability that cannot be waived or limited under Applicable Law.

8. DEFAULT AND REMEDIES.

a. **Events of Default.** An "Event of Default" hereunder means a Party's failure to perform, or breach of, any term, provision, condition, covenant, warranty, representation, or promise herein which (unless another period is specified herein or in the Lease and Access Agreement with respect to the cure of such failure or breach) continues beyond the date that is thirty (30) days from the date the defaulting Party receives written notice of such failure or breach ("Notice of Default") from the non-defaulting Party. If an Event of Default cannot reasonably be cured within such period or cannot be cured with the payment of money, such period will be extended as reasonably necessary, but not more than ninety (90) days from the date the defaulting

Party receives the relevant Notice of Default, to permit such cure if the defaulting Party is actively pursuing such cure.

b. **Remedies.** Each Party agrees that, in the event of an uncured Event of Default, the other Party may suffer irreparable injury for which money damages alone may be an inadequate remedy, such that the non-defaulting Party may seek all remedies available at law or in equity, including specific performance and injunctive relief, without posting a bond, except to the extent a bond is required by Applicable Law or court order. Notwithstanding the foregoing, any equitable relief, specific performance, injunctive relief, or other remedy sought or awarded against the County shall remain subject to the County's annual appropriation of lawful funds, the Availability of Funding provision, the County's sovereign-immunity protections, the independent voting rights and approval authority of the Board, the County's governmental and regulatory discretion, any required permit or development approval, and all other limitations applicable to the County under Applicable Law. Nothing in this Section shall require the County, the Board, or any County official or body to take any legislative, quasi-judicial, regulatory, appropriations, funding, permitting, land use, development, or enforcement action except as required by Applicable Law. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non-defaulting Party will have the right to terminate this Performance Contract and the Lease and Access Agreement by providing written notice to the other Party.

c. **Limitation of Liability; Remedies After Default.** The remedies available to a non-defaulting Party under this Section 8 are subject to the waivers, limitations, exclusions, and carveouts set forth in Section 7. For clarity, a non-defaulting Party may seek termination, specific performance, injunctive relief, payment of amounts then due and payable, express indemnity, Termination Compensation under Section 4.c, and any other remedy expressly provided in this Performance Contract or available under Applicable Law, If CIP Solutions terminates this Performance Contract during the Initial Term as a result of an uncured Event of Default by the County, CIP Solutions may seek recovery of amounts expressly due and payable under this Performance Contract through the effective date of termination and any other remedy expressly available under this Performance Contract or Applicable Law, but CIP Solutions shall not be entitled to accelerated payment of compensation for future MVC Years unless such payment is lawfully appropriated and expressly required by this Performance Contract. For the avoidance of doubt, the Termination Compensation payable under Section 4.c represents recovery of CIP Solutions' unrecovered capital investment and stipulated lost margin, is not "future compensation" or speculative damages barred by this Section or

Section 7, and shall be payable upon the County's uncured Event of Default, subject to appropriation as provided in Section 4.c.

9. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Performance Contract and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Any action filed regarding this Performance Contract, Exhibits, or Schedules will be filed only in Manatee County, Florida, or in Federal Court, the Middle District of Florida, Tampa Division.

10. **WAIVER OF TRIAL BY JURY.** Each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury regarding any claim or cause of action based upon, arising out of or in connection with this Performance Contract.

11. **ASSIGNMENT.** Except as otherwise set forth herein and in the Lease and Access Agreement, neither Party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. CIP Solutions may, with prior written approval of the County, delegate its duties and performance under this Performance Contract, and/or utilize subcontractors, provided that any delegee(s) or subcontractor(s) shall fully comply with the terms of this Performance Contract. Nothing herein shall relieve CIP Solutions of its obligations under this Performance Contract and the Lease and Access Agreement. This Section shall not be construed to prohibit CIP Solutions from pledging a security interest in its rights under this Performance Contract together with other assets of CIP Solutions.

12. **CONSENTS; APPROVALS; COOPERATION**. Whenever a Party's consent, approval, satisfaction or determination shall be required or permitted under this Performance Contract, and this Performance Contract does not expressly state that a Party may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed. Whenever County's cooperation is required by CIP Solutions in order to carry out CIP Solutions' obligations hereunder, County agrees that it shall act in good faith and reasonably in so cooperating with CIP Solutions and/or CIP Solutions' designated representatives or assignees or subcontractors, provided that if such cooperation requires Board approval, the Board members' independent voting rights are preserved and this Performance Contract does not bind the Board.

13. **AVAILABILITY OF FUNDING.** The obligations of County under this Performance Contract are subject to the availability of funds lawfully appropriated annually for its purposes by the Board, and the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Performance Contract, either Party shall have the option of terminating this Performance Contract and obligations hereunder without

being deemed to be in default of this Performance Contract. If County terminates this Performance Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Performance Contract shall terminate except for (a) amounts then due and payable, (b) Termination Compensation under Section 4.c, and (c) obligations that expressly survive.

14. FURTHER ASSURANCES. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Performance Contract. The County's ability to satisfy this condition is subject to the Board's approval and such approval shall not be unreasonably withheld.

15. RELATIONSHIP OF PARTIES. The relationship of the Parties hereunder shall be that of independent contractors. Nothing in this Performance Contract shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the Parties.

16. NO CONFLICT. By accepting award of this Performance Contract, CIP Solutions, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity that would conflict in any manner with the performance of duties or services required hereunder.

17. PUBLIC ENTITY CRIMES. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in this Performance Contract and the Lease and Access Agreement by Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CIP Solutions warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

18. **E-VERIFY**. CIP Solutions, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees of CIP Solutions or any subcontractor in accordance with Section 448.095, Florida Statutes. CIP Solutions hereby represents and warrants that it has and shall remain throughout the duration of the Performance Contract, registered with, and uses and shall continue to use, the E-Verify system in accordance with Section 448.095(5), Florida Statutes. CIP Solutions shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If CIP Solutions enters into a contract with a subcontractor, the subcontractor shall provide CIP Solutions with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CIP Solutions shall maintain a copy of such affidavit for the duration of the Performance Contract. This article serves as notice to CIP Solutions regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Performance Contract and Lease and Access Agreement if it has a good faith belief that CIP Solutions has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, CIP Solutions will not be eligible for the award of a public contract for at least one (1) year after the date of such termination. CIP Solutions will be liable for any additional costs incurred by County due to contract termination under this Section.

19. **TAXES**. The County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CIP Solutions is prohibited from charging or imposing any sales or service taxes on the County. Nothing herein shall affect CIP Solutions' normal tax liability. CIP Solutions shall be responsible for payment of federal, state, and local taxes which may be imposed upon CIP Solutions under Applicable Law to the extent that CIP Solutions is responsible for the payment of same under Applicable Law.

20. **POWER AND AUTHORITY.** Each Party represents and warrants to the other that (a) it has all requisite power and authority to execute and deliver this Performance Contract and perform its obligations hereunder; (b) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Performance Contract have been or will be obtained; and (c) this Performance Contract constitutes its legal, valid, and binding obligation.

21. **SEVERABILITY.** In the event that any clause, provision, or portion of this Performance Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Performance Contract unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either Party under this Performance Contract.

22. **NO STATE OR COUNTY OBLIGATION.** This Performance Contract does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

23. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes, to the extent CIP Solutions is performing services on behalf of County, CIP Solutions shall:

    a. Keep and maintain public records that would ordinarily be required by County to perform the service.

    b. Upon request from County's custodian of public records, provide County 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.

    c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Performance Contract and following completion of this Performance Contract if CIP Solutions does not transfer the records to County.

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

IF CIP SOLUTIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIP SOLUTIONS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PERFORMANCE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org
Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

24. COMPLETE AGREEMENT. It is understood and agreed that this Performance Contract, including all Exhibits and Schedules, contains the entire agreement between the Parties relating to all issues involving the subject matter of this Performance Contract. No binding understandings, statements, promises or inducements contrary to this Performance Contract exist. This Performance Contract supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. This Performance Contract does not affect or modify the funding agreement between the County and CIP Solutions for economic development incentives dated 12/16/2025. Each of the Parties expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither Party is relying upon any statement or representation of the other that is not expressly set forth in this Performance Contract. Each Party hereto is relying exclusively on the terms of this Performance Contract, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Performance Contract.

25. HEADINGS. The captions and titles in this Performance Contract are for convenience only and shall not affect the interpretation or meaning of this Performance Contract.

26. COUNTERPARTS. This Performance Contract may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.

27. INDEMNIFICATION.

a. CIP Solutions shall indemnify, defend, and hold harmless County, its officers, officials, employees, volunteers, agents, and representatives from and against all claims, demands, causes of action, liabilities, damages, losses, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CIP Solutions or its agents, servants, personnel, design professionals, contractors, subcontractors, suppliers, or any other person employed or utilized by CIP Solutions in the performance of this Performance Contract. The foregoing defense obligation shall apply upon tender of a claim by County, subject to

CIP Solutions' right to reserve rights as to any portion of such claim not subject to indemnification under this Section. Such indemnification shall include payment or reimbursement of all covered claims, demands, losses, damages, settlements, judgments, liabilities, reasonable attorneys' fees, expert fees, court costs, investigation costs, and other reasonable costs and expenses incurred in connection therewith, whether incurred before or after final adjudication, to the extent caused by the conduct described in this Section. County reserves the right, at its option, to participate in or assume its own defense, and such participation or assumption shall not relieve CIP Solutions of its indemnity obligations to the extent provided herein.

b. CIP Solutions shall indemnify, defend, save and hold harmless the County, its officers, and employees from and against all third-party claims, liabilities, loss, or cause of action that alleges that the services provided hereunder constitute an infringement of any third-party intellectual property right(s), unless such claim is determined by a court of competent jurisdiction to be as a result of the County's wrongful or illegitimate use of the services. Such indemnification shall include payment or reimbursement of all covered claims, demands, losses, damages, settlements, judgments, liabilities, reasonable attorneys' fees, expert fees, court costs, investigation costs, and other reasonable costs and expenses incurred in connection therewith, whether incurred before or after final adjudication. The foregoing states the entire liability of CIP Solutions and the sole and exclusive remedy for County with respect to any third-party claim of infringement or misappropriation of intellectual property rights.

c. Throughout the Term, CIP Solutions will procure and maintain, at its cost, insurance coverage of the types, characteristics, and amounts described in Exhibit 4. Proof of such coverage, including applicable limits and additional insured status, shall be provided annually as described in Exhibit 4.

   County is self-insured and shall provide liability coverage in accordance with Section 768.28, Florida Statutes. County may also purchase and maintain excess insurance coverages to protect itself from catastrophic loss. Purchased excess insurance coverage shall not be interpreted as a waiver of County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes. Upon CIP Solutions written request, County shall provide annually a letter of self-insurance, signed by County's risk manager or other designated official, verifying its self-insured coverage. If there is any period during the Term when County is not self-insured, County will obtain commercial insurance coverage applicable to such period.

28. NOTICES. All notices to be given by either Party to the other shall be (a) in writing and mailed by certified mail, return receipt requested; (b) sent by a courier service which renders a receipt upon delivery; or (c) at such other addresses either Party

may hereinafter designate by notice to the other Party. Notices are deemed delivered upon actual receipt and the signed return receipt or courier receipt shall be prima facie proof thereof. Communication via email shall not constitute legal notice and emailing is provided as a courtesy.

To CIP Solutions:

CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151
Email: bgalvano@grimesgalvano.com

To County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Phone: (941) 748-4501
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or

immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Performance Contract. No term or condition contained in this Performance Contract shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

30. AMENDMENTS. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.

31. LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision.

32. CONSTRUCTION. The Parties agree that they have participated in the drafting of this Performance Contract and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Performance Contract.

33. ANTI-HUMAN TRAFFICKING. CIP Solutions shall provide County with a sworn affidavit herein attached as Exhibit 1 to be signed by an officer or a representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be provided to County on or before the Performance Contract Effective Date and at the commencement of each Renewal Term. This Performance Contract shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

34. FOREIGN COUNTRIES OF CONCERN. Pursuant to Section 287.138, Florida Statutes, CIP Solutions must provide County with an affidavit signed by an officer or representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in CIP Solutions, and that CIP Solutions is not organized under the laws of or has its principal place of business in a foreign country of concern ("Foreign Country Affidavit"). The Foreign Country Affidavit must be in a form substantially similar to Exhibit 2. This Performance Contract shall not be effective unless and until County receives the Foreign Country Affidavit from CIP Solutions and must be provided to County on or before the commencement of any Renewal Term.

35. NON-DISCRIMINATION. CIP Solutions shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Performance Contract on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Performance Contract by Section 287.134(3)(a), Florida Statutes:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

CIP Solutions warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under the Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

36. SCRUTINIZED COMPANIES. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Performance Contract constitutes certification by CIP Solutions that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. CIP Solutions further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CIP Solutions acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. CIP Solutions further understands that the Performance Contract with County for goods or services of any amount may be terminated at County's option if CIP Solutions (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS.** Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Performance Contract or its Exhibits or Schedules.

38. **FORCE MAJEURE.** Neither Party shall be deemed in default or liable for damages to the extent, and only to the extent, that such Party's performance of a non-payment obligation under this Performance Contract is actually and directly delayed or prevented by a Force Majeure Event, provided that the affected Party gives the other Party prompt written notice describing the event, the obligations affected, the expected duration of the delay, and the actions being taken to mitigate the effects of the event, and thereafter uses commercially reasonable and diligent efforts to resume performance as soon as practicable. Force Majeure shall not excuse any obligation to pay amounts that became due and payable before the Force Majeure Event, shall not excuse CIP Solutions' obligation to reimburse the County for Project-specific electrical usage or other reimbursable amounts then due, and shall not modify, extend, waive, reduce, or otherwise affect the Minimum Volume Commitment, the County's annual appropriation rights, the Availability of Funding provision, the County's sovereign-immunity protections, or any requirement for Board approval, except to the extent expressly provided in this Performance Contract.

39. **NO DEVELOPMENT RIGHTS CONFERRED**. The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project, Project Site, or Easement Areas. Nothing contained in this Performance Contract shall: (i)

create any development rights in favor of CIP Solutions; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Performance Contract to be duly executed on the date set forth below.

CHEMICAL INJECTION PARTNERS FLORIDA, LLC,
a Florida limited liability company
By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED by the Board with a quorum present and voting, on this _____, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida
By: Board of County Commissioners
By: _____
Chairperson, Board of County Commissioners

Date: _____
ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
By: _____
Deputy Clerk

EXHIBIT 1

ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity, and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT 2
FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. I hereby attest that:
    a. Entity is not owned by the government of a foreign country of concern;
    b. No government of a foreign country of concern has a controlling interest in Entity; and
    c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT 3
SCOPE OF WORK

1. Project Overview

The purpose of the Project is to treat SEWRF Wastewater and, as an initial or interim discharge configuration, discharge treated SEWRF Wastewater into the headworks of SEWRF. Manatee County will work in cooperation with CIP Solutions to prepare any required permit applications, permit modifications, regulatory approvals, notices, certifications, or other submittals necessary to allow treated SEWRF Wastewater to be directly discharged into the reclaim and reuse ponds through a tie-in to the existing pipeline system located at SEWRF.

1.1 Project Components and Wastewater Sources

The Project consists of the design, permitting, construction, and operation of a treatment system to process SEWRF Wastewater.

Landfill Leachate will be sourced from the existing LCS and delivered to the Project at the designated Connection Point. Biosolids Filtrate consists of filtrate wastewater produced by or associated with the County's biosolids dewatering or drying operations, whether generated at SEWRF, the Landfill, or another County facility, and will be delivered or made available by or on behalf of the County to the Project for treatment.

The Parties will cooperate in good faith regarding the logistics for transporting Biosolids Filtrate to the Project's influent treatment system, subject to the terms of this Performance Contract, Applicable Law, and County operational requirements.

1.2 Objectives and Treatment

The Project is intended to provide a reliable and scalable treatment solution for SEWRF Wastewater and to support the County's overall wastewater management objectives, including integration with the County's Wastewater Treatment System. Treatment of SEWRF Wastewater through the Project will reduce hydraulic and contaminant loading to the County's Wastewater Treatment System, thereby increasing available treatment capacity within SEWRF and associated facilities.

The Project is designed to treat Landfill Leachate and Biosolids Filtrate streams concurrently as a combined influent, providing an integrated and operationally efficient solution for overall wastewater management.

The goal of the Project is to provide treatment capacity for up to 300,000 gallons per day of SEWRF Wastewater via CIP Solutions' Valhalla treatment by discharging treated SEWRF Wastewater directly into the County's reclaim water system at the Landfill, thereby increasing the available operational capacity of SEWRF. For clarity, the foregoing describes the Project's intended treatment capacity and operational objective and does not create a daily minimum volume commitment by the County separate from the Minimum Volume Commitment set forth in Section 4.b of the Performance Contract.

2. Scope of Work

2.1 Engineering, Surveying, and Design

CIP Solutions shall provide all engineering and design services required for the Project, including basis of design development, field verification, site layout, civil and structural design, mechanical and process design, electrical design, controls engineering, and preparation of installation and as-built documentation.

2.2 Minimum Influent Standard

The Minimum Influent Standard consists of the influent wastewater characteristics and objective quality parameters listed below, which shall be used as design assumptions and performance-evaluation criteria for SEWRF Wastewater delivered to the Project at the designated influent connection point:

- pH: 4.0 to 8.5
- Specific Conductivity: up to 10 mS/cm
- Total Dissolved Solids: up to 8,000 mg/L
- Total Suspended Solids: up to 200 mg/L
- Turbidity: up to 150 NTU
- Total Organic Carbon: up to 500 mg/L
- Chemical Oxygen Demand: up to 1,200 mg/L
- Total Phosphorus: up to 75 mg/L
- Total Nitrogen: up to 600 mg/L
- Ammonia: up to 500 mg/L
- Total VOCs: up to 100 µg/L
- Total Semi-VOCs: up to 100 µg/L
- PFAS (Method 1633A mass): up to 6,000 ng/L
- TOP Assay: up to 25%

Compliance with the Minimum Influent Standard shall be determined based on representative influent sampling at the designated influent connection point and in accordance with the sampling and testing requirements of this Exhibit 3 and the Performance Contract. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of its treatment, operation, maintenance, reporting, or other obligations, or reduce any credit toward the Minimum Volume Commitment.

If representative influent sampling demonstrates a material and continuing exceedance of one or more Minimum Influent Standard parameters that directly prevents the Project from achieving the Minimum Treatment Standard despite CIP Solutions' commercially reasonable operation and mitigation efforts, CIP Solutions shall promptly notify the County in writing, provide supporting sampling data and operating records, identify the affected treatment obligation, and use commercially reasonable efforts to continue treatment, mitigate the effect of the exceedance. CIP Solutions shall be paid for all SEWRF Wastewater treated during such period at the rates set forth in Section 4.a of the Performance Contract, whether or not

the Effluent meets the Minimum Treatment Standard, provided CIP Solutions is using commercially reasonable efforts to treat such wastewater, and CIP Solutions shall not be in default of the Minimum Treatment Standard to the extent such non-compliance is caused by the influent exceedance. If any influent parameter is, or is reasonably expected to be, materially out of spec on a sustained basis in a manner that could damage, impair, or overload the Project or its treatment media, CIP Solutions may, upon reasonable advance written notice to the County, decline to accept such wastewater until the influent returns to within the Minimum Influent Standard or until the Parties agree on operational adjustments, and any wastewater so declined shall be credited toward the Minimum Volume Commitment. During such period, the Parties shall cooperate in good faith to develop operational and commercial adjustments to address any sustained, material influent exceedance.

2.3 Equipment and Materials Provided by CIP Solutions
CIP Solutions shall furnish, install, and integrate all equipment required for a complete Project treatment system including:

- Valhalla cavitation treatment system
- Media filtration system
- Granular activated carbon polishing system
- Equalization and buffer tank systems
- Backwash and filtrate management tanks
- Process pump skids and transfer pumps
- Polymer preparation and dosing system
- Belt press solids dewatering system
- Filtrate return system
- Flow, turbidity, pressure, and level instrumentation
- PLC control panels and internal electrical distribution
- All valves, hoses, manifolds, and process piping required for a complete integrated treatment system

2.4 Installation and System Integration
CIP Solutions shall install and anchor all treatment equipment, install process piping, complete mechanical and electrical interconnections, install internal electrical distribution from the County termination point, integrate all treatment components, and perform system integration testing and pre-commissioning verification.

2.5 Electrical Service
The County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200-amp electrical service, transformer, service drop, metering, and utility-side infrastructure.

The County shall use commercially reasonable efforts to complete installation of the electrical service infrastructure in line with overall project timing.

The County shall be responsible for setting up all electrical accounts associated with operation of the treatment system. CIP Solutions shall reimburse the County for all metered electricity specific to this Project on a monthly basis. The County shall provide details on monthly electrical usage and costs when submitting for reimbursement from CIP Solutions. The electrical reimbursement shall be due within fifteen (15) days after CIP Solutions' receipt of an invoice therefor.

CIP Solutions shall perform all electrical work downstream of the County-provided service termination point.

2.6 Commissioning and Performance Testing

CIP Solutions shall conduct wet commissioning and functional testing, verify mechanical, electrical, and instrumentation functionality, perform performance testing to confirm compliance with the Minimum Treatment Standard, and prepare a commissioning summary and Project performance demonstration report for use in connection with any required permit applications, permit modifications, regulatory approvals, notices, certifications, or other submittals to FDEP or any other Governmental Authority having jurisdiction over the Project.

2.7 Sampling and Laboratory Testing

CIP Solutions will cause independent laboratory testing of treated SEWRF Wastewater to be conducted to establish that the Minimum Treatment Standard of the Performance Contract has been achieved for payment. Said testing is at CIP Solutions' sole cost and expense. At a minimum, samples will be collected and tested twice weekly during the first two weeks of system operations. Once the performance criteria have been verified, samples shall be processed as per the specifications.

Monthly Influent sampling shall include the following parameters with twelve samples per year collected for each parameter plus one quality assurance/quality control sample annually:

- pH
- Specific Conductivity
- Total Dissolved Solids
- Total Suspended Solids
- Turbidity
- Total Organic Carbon
- Chemical Oxygen Demand
- Carbonaceous Biochemical Oxygen Demand (CBOD5)

- Total Phosphorus
- Total Nitrogen
- Ammonia
- Fecal Coliform
- PFAS — Method 1633A Total PFAS Mass

Quarterly Influent sampling shall also include:

- Total VOCs
- Total Semi-VOCs
- TOP Assay (Convertible PFAS Precursors)

For each quarterly parameter, four samples shall be collected annually, together with one annual quality assurance/quality control sample.

Effluent samples shall be collected at a system discharge sampling location selected jointly by County staff and CIP Solutions.

Monthly Effluent monitoring shall include:

- pH
- Turbidity
- Total Suspended Solids
- Carbonaceous Biochemical Oxygen Demand (CBOD5)
- Total Phosphorus
- Total Nitrogen
- Fecal Coliform

For each monthly Effluent monitoring parameter, two samples shall be collected each month, for a total of twenty-four samples annually, together with two annual quality assurance/quality control samples.

PFAS monitoring shall be conducted to evaluate treatment performance and quantify total PFAS mass reduction across the treatment system.

Effluent PFAS sampling shall be performed twice per month, with two different samples during each test, using EPA Method 1633A Full PFAS Parameter List totaling forty-eight samples annually plus four quality assurance/quality control samples.

Quarterly PFAS precursor testing, with two different samples for each quarterly test, shall also be conducted using the TOP Assay totaling eight samples annually plus two quality assurance/quality control samples.

PFAS treatment performance will be evaluated by comparing influent PFAS concentrations with Effluent PFAS concentrations measured at the system discharge sampling location.

Sampling results shall be documented in the monthly operational reporting package.

2.8 Operations and Maintenance

CIP Solutions shall operate, monitor, and maintain the Project on a daily basis in a safe, diligent, workmanlike, and commercially reasonable manner, in accordance with Applicable Law, Environmental Law, applicable permits and regulatory approvals, manufacturer recommendations, County site access and safety requirements, accepted industry practices, and operating procedures approved by the County for the Project. CIP Solutions' obligations shall include adjusting flows, filtration, carbon polishing, and backwash cycles; performing preventive and corrective maintenance; calibrating instrumentation; maintaining operating logs; promptly addressing operational deficiencies; and managing allowable treatment chemicals, solids handling activities, and filtrate return in accordance with this Performance Contract, including Section 2.9 of this Exhibit 3. CIP Solutions shall provide monthly operational reports in a form reasonably acceptable to the County, including flow data, operating status, downtime, maintenance activities, chemical and media usage, solids volumes, filtrate return information, sampling and testing results, alarms, excursions, corrective actions, and any material operational or compliance issues. Nothing in this Section shall shift to CIP Solutions the County's responsibility for transportation and disposal of dewatered solids except to the extent expressly provided in Section 2.9.

2.9 Solids Handling and Return

CIP Solutions shall collect media and carbon backwash in designated tanks, transfer backwash to solids handling equipment, add polymer and dewater solids using CIP Solutions' belt press, place dewatered solids into County-provided open-top containers, return filtrate to the treatment system, and maintain logs documenting solids volumes and disposal frequency. Before any County pickup, transportation, or disposal of dewatered solids, CIP Solutions shall ensure that such solids are properly dewatered, containerized, labeled as reasonably required by the County, characterized as reasonably necessary for lawful transportation and disposal, and accompanied by supporting documentation reasonably required by the County to verify the nature, quantity, condition, and regulatory classification of the solids. CIP Solutions shall promptly notify the County of any condition, sampling result, operational issue, or regulatory classification that may affect the County's ability to transport, accept, or dispose of such solids at a County-designated landfill.

The County shall be responsible for transportation and disposal of solids generated by the treatment system.

The County shall remove filled containers at a minimum frequency of once per week.

2.10 Permitting Services

CIP Solutions shall prepare, submit, coordinate, manage, and obtain all permits and approvals required for the Project including but not limited to site, environmental, utility, and construction-related permits and documentation required by any Governmental Authority, including but not limited to FDEP approvals.

The County shall cooperate with CIP Solutions in preparation of permit modification requests associated with treated SEWRF Wastewater discharge to the reclaim and reuse ponds.

The County shall use commercially reasonable efforts to provide required comments and responses associated with permit applications and regulatory submittals within thirty (30) days after receipt of a complete and reasonably detailed request from CIP Solutions, subject to the County's receipt of all information reasonably necessary to evaluate the request, internal review requirements, availability of County staff and consultants, required Board approval or other County approval, applicable regulatory processes, and Applicable Law. Failure to provide comments or responses within such period shall not constitute a County default if the County is using commercially reasonable efforts to respond.

2.11 Reporting Deliverables

CIP Solutions shall provide the following deliverables:

- Basis of Design
- Process flow diagrams and P&IDs
- Hydraulic calculations
- Site layout and integration drawings
- Equipment specifications and system configuration
- Commissioning plan and commissioning summary
- Monthly laboratory reports
- Monthly operational reports
- Solids handling logs
- Project performance demonstration report
- As-built drawings
- Operating SOPs applicable to the Project

- Independent laboratory testing results for treated SEWRF Wastewater used to establish achievement of the Minimum Treatment Standard for payment and performance-verification purposes
- Sampling records and supporting documentation for all influent, Effluent, PFAS, and TOP Assay sampling required under Section 2.7, including sample dates, sample locations, sampling frequency, parameters tested, and laboratory analytical methods used
- Chain-of-custody records, laboratory bench sheets or equivalent analytical support, quality assurance/quality control documentation, data validation notes, and any laboratory qualifiers or exceptions applicable to reported sampling results
- Documentation confirming twice-weekly testing during the first two weeks of system operations and all post-verification sampling processed in accordance with the specifications and requirements of Section 2.7
- Monthly influent and Effluent monitoring results, PFAS monitoring results using EPA Method 1633A, TOP Assay results for PFAS precursor testing, and related total PFAS mass-reduction information required to evaluate treatment performance
- A complete monthly sampling and laboratory reporting package sufficient to support County review, payment verification, regulatory submittals, operational reporting, and verification of CIP Solutions' compliance with the sampling, testing, performance, and reporting obligations in this Exhibit 3

2.12 Payment and Performance Requirements

CIP Solutions shall invoice the County on a monthly basis. Each invoice shall be due and payable within forty-five (45) days after the County's receipt of the invoice.

Payment terms and the Minimum Volume Commitment (MVC) are set forth in Section 4 of the Performance Contract.

Invoices shall include metered flow records, laboratory results, and required supporting documentation and any other items as may be required by the County's Utilities Division and the Clerk of Court.

Performance requirements shall be evaluated in accordance with the Minimum Influent Standard and Section 2.2 of this Exhibit 3. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of its treatment, operation, maintenance, reporting, payment-support, or other obligations, reduce any credit toward the Minimum Volume Commitment, or give rise to any payment adjustment, equitable adjustment, schedule extension, performance relief, or other remedy. If representative influent sampling demonstrates a material and continuing

exceedance of one or more Minimum Influent Standard parameters that directly prevents the Project from achieving the Minimum Treatment Standard despite CIP Solutions' commercially reasonable operation and mitigation efforts, CIP Solutions shall provide written notice and supporting documentation in accordance with Section 2.2. During any such period, CIP Solutions shall continue to use commercially reasonable efforts to operate the Project, mitigate the effect of the exceedance, and cooperate with the County regarding appropriate operational adjustments. No payment adjustment, MVC credit reduction, equitable adjustment, schedule extension, performance relief, or other remedy shall apply except to the extent expressly provided in this Performance Contract, including CIP Solutions' payment, non-default, and rejection rights under Section 2.2, or agreed in a written amendment approved by the County.

2.13 County Deliverables

To support the Project, the County shall provide:

- Electrical service, including 1,200-amp electrical capacity, transformer, service drop, and metering, with the County to initially pay electrical usage charges subject to reimbursement by CIP Solutions in accordance with Section 2.5 of this Exhibit 3.
- SEWRF Wastewater supply targeted to support Project operations at up to 300,000 gallons per day, subject to wastewater availability, operational conditions, Applicable Law, regulatory restrictions, maintenance, outages, emergencies, and the terms of this Performance Contract; provided, however, that the County's enforceable minimum volume obligation shall be limited to the Minimum Volume Commitment set forth in Section 4.b of the Performance Contract, and any obligation to provide or make available SEWRF Wastewater shall be measured solely against that Minimum Volume Commitment.
- Access to the Project Site on a 24-hours-per-day, 7-days-per-week basis, including entry credentials or passes, in accordance with Applicable Law and County standard operating procedures and security policies and procedures.
- Site access, staging areas, and interconnection points necessary for installation and operation, as more fully set forth in Schedule 1 and in accordance with Applicable Law and County standard operating procedures and security policies and procedures.
- Open-top containers for dewatered solids.
- Transportation and disposal of solids generated by the treatment system at a County-designated landfill in accordance with Section 2.9 of this Exhibit 3.
- Removal of solids containers at a minimum frequency of once per week in accordance with Section 2.9 of this Exhibit 3.

2.14 Minimum Treatment Standard

The Project treatment system shall produce treated SEWRF Wastewater in compliance with reclaimed, reuse, and Advanced Wastewater Treatment standards under Chapters 62-600 and 62-610, Florida Administrative Code ("Minimum Treatment Standard") as follows:

Commercial Operations Date:
For the first testing of the Minimum Treatment Standard, CIP Solutions will conduct a singular test of the following criterion. As defined in the Performance Contract, the Commercial Operations Date will mean the date on which a singular test meets the criterion below. CIP Solutions may take multiple tests until the Minimum Treatment Standard is met. For clarity, the Commercial Operations Date shall mean the date on which the water sample was taken and not the date on which the sample test results are received. For the avoidance of doubt, the single-sample criteria in this Section establish the Commercial Operations Date on a one-time basis, and the monthly-average criteria set forth below govern only ongoing operational compliance after the Commercial Operations Date and shall not be a condition to establishing the Commercial Operations Date.

- Carbonaceous Biochemical Oxygen Demand (CBOD5): ≤ 5 mg/L
- Total Suspended Solids: ≤ 3 mg/L
- Total Nitrogen: ≤ 3 mg/L
- Total Phosphorus: ≤ 1 mg/L
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Ongoing Monthly Testing:

- Carbonaceous Biochemical Oxygen Demand (CBOD5): ≤ 5 mg/L monthly average
- Total Suspended Solids: ≤ 3 mg/L monthly average
- Total Nitrogen: ≤ 3 mg/L monthly average
- Total Phosphorus: ≤ 1 mg/L monthly average
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Treated SEWRF Wastewater shall meet the Minimum Treatment Standard.

PFAS monitoring conducted during the Project term is intended to characterize influent PFAS composition and quantify treatment performance to support future treatment design.

3. PFAS Responsibility and Indemnification

3.1 Vendor Responsibilities

Suppliers of carbon or PFAS removal media are responsible for PFAS-related certifications, compliant handling, and any PFAS releases or improper disposal under their control.

3.2 County and CIP Solutions Responsibilities

CIP Solutions shall transfer spent media only to qualified, properly licensed and permitted third-party vendors approved by the County, such approval not to be unreasonably withheld, conditioned, or delayed, for regeneration, destruction, disposal, or other lawful management practices in accordance with Applicable Law, Environmental Law, applicable permits, then-current regulatory guidance, and accepted industry practices. CIP Solutions shall remain responsible for arranging, coordinating, documenting, and verifying the proper removal, transportation, handling, processing, regeneration, destruction, disposal, or other management of spent media and any PFAS-containing residuals generated by or under the control of CIP Solutions or its vendors. CIP Solutions shall provide the County, upon request, with applicable manifests, bills of lading, certificates of recycling, regeneration, destruction or disposal, vendor permits, chain-of-custody documentation, and other records reasonably necessary to verify lawful management of such materials. No transfer of spent media or PFAS-containing residuals shall relieve CIP Solutions of any responsibility under this Performance Contract, Applicable Law, Environmental Law, or any applicable permit, except to the extent such responsibility is expressly assumed by the County in writing. The County shall approve a proposed vendor that demonstrates it is qualified and holds the licenses and permits required by Applicable Law for the applicable management practice; the County may request reasonable documentation of such qualifications, licenses, and permits.

4. Limitations

This Scope of Work defines the complete responsibilities of CIP Solutions and County for the Project. Services or materials not expressly included shall be excluded unless added through written amendment. All work shall comply with Applicable Law, Environmental Law, applicable federal, state, and local regulations, applicable permits and regulatory approvals, and accepted engineering and operational practices.

EXHIBIT 4
INSURANCE REQUIREMENTS

CIP Solutions shall procure and maintain for the duration of the Performance Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CIP Solutions, its agents, representatives, employees, or subcontractors.

Commercial General Liability

Coverage must be afforded under a per occurrence policy form for limits not less than $2,000,000 each occurrence, $5,000,000 general aggregate, $1,000,000 Products/Completed Operations Aggregate, $2,000,000 Personal and Advertising Injury Liability, $100,000 Fire Damage Liability, $5,000 Medical Expense and $1,000,000 Third Party Property Damage.

Automobile Liability

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than $1,000,000 combined single limit each accident, or $500,000 bodily injury and $500,000 property damage.

Workers' Compensation and Employers' Liability

Statutory coverage to apply for all employees in compliance with the laws and statutes of the State of Florida, and Federal government. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Employers' Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

Should CIP Solutions have "leased" employees, CIP Solutions or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.

Should CIP Solutions have subcontractors, CIP Solutions is responsible for providing evidence of a Workers' Compensation policy and an Employers' Liability policy for all subcontractors on the worksite and in compliance with the above requirements.

Hazardous Materials Insurance

Hazardous materials include 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.

Pollution Liability

Coverage must be afforded under a per occurrence policy form for limits not less than $5,000,000, and to include sudden and gradual release, each claim and aggregate. Such coverage shall include, or shall be endorsed to include, claims arising from PFAS and other emerging contaminants, spent media, treatment residuals, transportation, loading and unloading, non-owned disposal sites, completed operations, and pollution conditions arising from or related to the Project, to the extent commercially available on commercially reasonable terms.

Disposal

Coverage must be afforded under a per occurrence policy form for limits not less than $5,000,000 for Sudden, Non-Sudden and Accidental Occurrences, each claim and aggregate. Such coverage shall include, or shall be endorsed to include, disposal, regeneration, destruction, recycling, transportation, loading and unloading, non-owned disposal sites, spent media, treatment residuals, and PFAS or other emerging-contaminant liabilities arising from or related to the Project, to the extent commercially available on commercially reasonable terms.

<u>The Policies Are to Contain, Or Be Endorsed to Contain, The Following Provisions:</u>

1. Commercial General Liability, Automobile Liability, and Hazardous Materials (Pollution Liability, Asbestos Liability & Disposal) Coverages:
   a. “Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured with respect to: Liability arising out of activities performed by or on behalf of CIP Solutions, its agents, representatives, and employees; products and completed operations of CIP Solutions; or automobiles owned, leased, hired or borrowed by CIP Solutions. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

      CIP Solutions shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. CIP Solutions' insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CIP Solutions' insurance and shall be non-contributory.

2. Workers' Compensation and Employers' Liability Coverages

   The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by CIP Solutions for the County.

3. General Insurance Provisions Applicable to All Policies:
   a. Prior to the execution of this Performance Contract, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Performance Contract remains in effect, CIP Solutions shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or contract number, and name or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

   b. CIP Solutions shall provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.

   c. CIP Solutions agrees that should at any time CIP Solutions fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Performance Contract.

   d. CIP Solutions waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the Performance Contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

   e. CIP Solutions has the sole responsibility for all insurance premiums and policy deductibles.

   f. It is CIP Solutions' responsibility to ensure that its agents, representatives and subcontractors comply with the insurance requirements set forth herein. CIP Solutions shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CIP Solutions shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working

on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth.

CIP Solutions understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County reserves these rights to the full extent allowed by law.

CIP Solutions understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of CIP Solutions' obligation to provide and maintain the insurance coverage specified.

SCHEDULE 1

LEASE AND ACCESS AGREEMENT

This Lease and Access Agreement (including any attachments hereto, "**Lease**") is entered into by and between Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions ("**Lessee**"), and Manatee County, a political subdivision of the State of Florida ("**County**") (individually, a "**Party**" and together, the "**Parties**").

Recitals

WHEREAS, County owns and operates the municipal solid waste landfill known as the Lena Road Landfill located at 3333 Lena Road in Bradenton, Florida 34211, as more fully described in Exhibit A (the "**Landfill**"); and

WHEREAS, Lessee intends to design, permit, construct, and operate a water treatment facility at the Landfill to treat Landfill Leachate and Biosolids Filtrate from the SEWRF (the "**Project**") pursuant to a Performance Contract between Lessee and County of even date herewith ("**Performance Contract**"); and

WHEREAS, the Performance Contract contemplated the Parties' execution, delivery, and performance of this Lease; and

WHEREAS, the Board finds that entry into this Lease, together with the Performance Contract, serves a valid public purpose and is in the best interest of the County, subject to the terms, conditions, limitations, and County-reserved rights set forth herein and in the Performance Contract; and

WHEREAS, Lessee desires to lease from County, and County desires to lease to Lessee, only that portion of the Landfill more fully described in Exhibit B (the "Project Site"), solely for the limited purposes expressly authorized by this Lease and the Performance Contract, as limited and controlled by this Lease, and subject at all times to County's ownership of the Landfill, County's reserved rights, and County's governmental, regulatory, operational, safety, emergency-response, environmental, and public obligations.

NOW THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

Agreement

1. Interpretation.

a. The foregoing Recitals are incorporated by reference as though fully set forth herein.

b. Capitalized words, terms, and phrases used but not defined in this Lease shall have the meanings ascribed to them in the Performance Contract, including its schedules and exhibits, which definitions are incorporated herein by reference solely to the extent applicable and not inconsistent with this Lease. If a capitalized word, term, or phrase is defined in both this Lease and the Performance Contract, the definition in this Lease shall control for purposes of this Lease. If a capitalized word, term, or phrase is defined in the Performance Contract or any schedule or exhibit thereto in a manner that is inconsistent with, limits, or otherwise conflicts with County's ownership of the Landfill, County's reserved rights, Applicable Law, applicable Permits, County's governmental or regulatory duties, or County's operational, safety, security, emergency-response, environmental, access-control, or public obligations under this Lease, the Performance Contract and this Lease shall be read together and reconciled to give effect to both to the greatest extent possible. The Performance Contract shall govern the commercial terms, payment obligations, Minimum Volume Commitment, Termination Compensation, and treatment-performance rights and obligations of the Parties, and nothing in this Lease shall be construed to reduce, offset, excuse, or eliminate any payment or compensation obligation of the County under the Performance Contract.

c. No ambiguity herein will be construed against either Party for having drafted it, this Lease being the product of negotiation.

d. Words of any gender shall include all other genders, the singular shall include the plural, and vice versa.

e. Reference to any person or entity will include successors and permitted assigns thereof, and reference to any law, instrument, or document will be thereto as amended, modified, revised, or restated from time to time.

f. "Include" and the like will be deemed followed by "without limitation," and "herein" and the like will refer to this entire Lease.

g. Headings are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Lease. If for any reason there is a conflict between content and headings, the content will control.

h. Any reference to a "day" or "year" will be to a calendar day or calendar year, as applicable, unless specified otherwise.

i. All sums herein are expressed in U.S. currency.

j. Schedule 1 – Lease and Access Agreement Exhibit List:

Exhibit A – Landfill
Exhibit B – Project Site
Exhibit C-1 – Access Easement Area
Exhibit C-2 – Pipeline Easement Area
Exhibit C-3 – Electric Easement Area
Exhibit D – Anti-Human Trafficking Affidavit
Exhibit E – Foreign Countries of Concern Affidavit

2. Lease and Easements.

a. **Lease.**

County hereby leases to Lessee, and Lessee hereby leases from County, upon the terms and subject to the conditions of this Lease and the Performance Contract, as limited and controlled by this Lease, the Project Site solely for Lessee's development, construction, installation, operation, repair, maintenance, modification, replacement, and removal of the Project and related activities and infrastructure expressly permitted herein. Lessee's use and occupancy of the Project Site shall be limited to such purposes and shall remain subordinate and subject at all times to County's ownership, use, and operation of the Landfill, No Performance Contract definition, schedule, exhibit, project description, scope provision, or other incorporated document shall be construed to expand Lessee's leasehold rights, use rights, occupancy rights, or access rights beyond the rights expressly granted and limited in this Lease. Subject to the foregoing and County's rights expressly reserved herein or in the Performance Contract, Lessee may occupy the Project Site during the Term solely for Lessee's Operations.

b. **Easements.**

In addition to the foregoing lease, County hereby grants to Lessee and Lessee's agents and contractors limited, nonexclusive easements on, over, across, and through the applicable portions of the Landfill described below, subject and subordinate at all times to County's ownership of the Landfill. : (a) that portion of the Landfill more particularly described on Exhibit C-1 ("**Access Easement Area**") for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon; (b) that portion of the Landfill more particularly described on Exhibit C-2 (the "**Pipeline Easement Area**") for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation of SEWRF Wastewater to the Project Site and for the transportation of treated SEWRF Wastewater to the County's Wastewater Treatment System at Landfill; and (c) that portion of the Landfill more particularly described on Exhibit C-3 (the "**Electric Easement Area**") for the purpose of installing, maintaining, and operating any equipment or facilities

necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project. The Access Easement Area, Pipeline Easement Area, and Electric Easement Area are collectively referred to herein as the "**Easement Areas**." No easement granted herein shall be construed to convey any fee interest, exclusive possessory interest, development right, utility ownership right, or right to use any portion of the Landfill except as expressly provided in this Lease and the Performance Contract, as limited and controlled by this Lease.

c. **Permitted Uses.**

During the Term (as defined below), and on the terms and subject to the conditions of this Lease and the Performance Contract, as limited and controlled by this Lease, Lessee (inclusive of all Contractor Personnel) shall have the limited right to occupy and use the Project Site to the extent reasonably necessary, for Lessee's performance of the Performance Contract and Lessee's Operations, including (a) developing, constructing, installing, operating, maintaining, modifying, replacing, and/or removing the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater, and interconnecting to the County's Wastewater Treatment System (together, the "**Project Facilities**"); and (b) undertaking other activities and uses directly related thereto and necessary for Lessee's performance of the Performance Contract, but only in each case to the extent such activities and uses are not inconsistent with the Performance Contract, this Lease, or Applicable Law For purposes of this Lease, "**Lessee's Operations**" means only the activities expressly authorized by this Lease and necessary for Lessee's performance under the Performance Contract, as limited by this Lease.

3. Term.

This Lease will be in effect from the Effective Date and run concurrently with the Performance Contract (such period, the "**Term**") and will terminate automatically when the Performance Contract terminates without further action by either Party. Notwithstanding the foregoing, if Lessee is delayed in achieving the Commercial Operations Date as a result of the County's failure to timely provide the electrical service, site access, or other County deliverables under this Lease or the Performance Contract, Lessee's obligations that are measured from or dependent on the Effective Date, shall be extended day-for-day for the period of such delay. Any continued access, occupancy, use, removal, restoration, surrender, indemnity, insurance, reimbursement, public-records, confidentiality, lien-removal, documentation, or other obligation that by its nature should survive expiration or termination shall survive to the extent necessary to give effect to such obligation and to protect County's ownership, operations, regulatory compliance, public obligations, and rights under this Lease and the Performance Contract. Any post-termination rights of Lessee shall be limited to the extent County determines necessary for Lessee to perform surviving obligations and shall remain subject to County's operational,

safety, security, access-control, regulatory, environmental, and other requirements. Lessee's indemnification and insurance obligations shall remain in effect until the later of Lessee's completion of all restoration, removal, surrender, reimbursement, documentation, and other surviving obligations, Lessee's vacation of the Landfill, removal of all Lessee property from the Landfill, completion of all restoration obligations, and satisfaction of all surviving obligations under this Lease and the Performance Contract.

4. Rent.

As consideration solely for the limited leasehold, access, and easement rights expressly granted to Lessee herein, Lessee shall pay to County annual rent of one dollar ($1.00) ("**Rent**"), due on the Effective Date and on the first day of each calendar year of the Term thereafter. Payment of Rent shall not expand Lessee's rights, create any exclusive or possessory interest beyond those expressly granted herein, limit County's reserved rights, or affect Lessee's separate payment, reimbursement, indemnity, restoration, insurance, tax, utility, lien-removal, or other obligations under this Lease or the Performance Contract. Lessee may pay all Rent due throughout the Term in a single aggregate sum at any time.

5. Lessee's Obligations.

a. **General Obligations.**

Lessee's use of the Project Site and the Easement Areas shall be limited to those activities directly related to, and necessary for, Lessee's performance of its obligations, and enjoyment of its rights, pursuant to the Performance Contract, as limited and controlled by this Lease, and shall comply with all Applicable Laws. Lessee shall obtain all Permits, licenses, and like approvals in connection with its activities under the Performance Contract and this Lease. Notwithstanding anything to the contrary herein or in the Performance Contract, the Project and any personal property caused to exist on the Project Site shall, as between the Parties, be and remain Lessee's personal property and not fixtures of the Landfill, except as explicitly stated otherwise in the Performance Contract and only to the extent not inconsistent with this Lease. During the Term, Lessee shall, at its sole cost and expense, keep and maintain the Project, Project Site, Easement Areas, and any affected portions of the Landfill in an orderly, clean, safe, legally compliant, and well-maintained condition and in good working order, repair, and condition, as required by Applicable Law, applicable Permits, this Lease, the Performance Contract, and County's safety, security, traffic, operational, environmental, access-control, and regulatory requirements. Ordinary wear and tear shall be excepted only to the extent such wear and tear does not impair safety, regulatory compliance, County operations, County property, the Landfill, the Project Site, the Easement Areas, or County's rights under this Lease or the Performance Contract.

b. **Survey and Property Descriptions.**

Prior to the start of any construction, construction preparation, mobilization, staging, installation, or other physical activity on the Project Site or within any Easement Area, whichever occurs first, Lessee shall have prepared, at its sole cost and expense, a survey of the Project Site and Easement Areas ("**Survey**") showing, at a minimum, (a) the precise location and boundaries of the Project Site and each Easement Area, (b) surveyed metes and bounds descriptions of the Project Site and Easement Areas, (c) all access routes, utility routes, encroachments, improvements, and material site features relevant to Lessee's proposed use, and (d) any other information reasonably requested by County to confirm the location and scope of the rights granted herein. No Survey, exhibit, drawing, depiction, metes and bounds description, Project document, or Performance Contract attachment shall define, modify, expand, relocate, burden, or otherwise affect the Project Site or any Easement Area for purposes of this Lease unless approved by County in writing and incorporated into this Lease by amendment if required herein. County's failure to object to any Survey shall not be deemed a waiver of County's ownership rights, regulatory obligations, reserved rights, or right to require correction of any error, encroachment, operational conflict, safety issue, or inconsistency with this Lease, the Performance Contract, Applicable Law, applicable Permits, or County's operational requirements. If County approves a Survey in writing and the Project Site or Easement Areas depicted in the Survey differ from those depicted in the Exhibits to this Lease, the Parties shall execute an amendment to this Lease causing the approved Survey to become Exhibit B and Exhibits C-1 through C-3, as applicable, in replacement of any then-existing such exhibits. Any amendment shall be approved by the Board prior to becoming effective.

c. **Inspection Rights and Emergencies.**

County, its agents, and the representatives of any governmental authority may enter the Project Site and any Easement Area from time to time during customary business hours, or at any other time as County determines necessary or appropriate for safety, operational, regulatory, inspection, emergency, compliance, public health, environmental, Landfill-related, or other governmental or public purposes, to examine the Project Site or Easement Areas, confirm Lessee's compliance herewith, protect County property or operations, or satisfy County's governmental or regulatory obligations. For purposes of this Lease, "**Emergency Condition**" means any actual, threatened, imminent, or reasonably perceived condition, event, circumstance, release, discharge, damage, failure, outage, obstruction, access issue, safety concern, regulatory concern, environmental concern, operational conflict, or other matter that County reasonably determines requires immediate or prompt action to protect persons, property, the Landfill, the Project Site, any Easement Area, County operations, public health or safety, regulatory compliance, or the environment. County may take any action it determines necessary or appropriate to avoid, respond to, resolve, or mitigate any Emergency Condition.

d. **Liens.**

i. Lessee, its contractors, subcontractors, suppliers, vendors, agents, invitees, and all other persons or entities acting by, through, or under Lessee shall not do, permit, or suffer any act that could encumber, cloud, impair, or otherwise affect County's fee simple title in and to the Landfill, including the Project Site and Easement Areas. Lessee shall notify all contractors, subcontractors, suppliers, vendors, and other persons providing work, labor, services, materials, equipment, or improvements in connection with Lessee's Operations that County's fee interest in the Landfill, Project Site, and Easement Areas shall not be subject to any lien, claim, charge, or encumbrance arising from Lessee's Operations or from any express or implied contract with Lessee. Any claim to or lien upon the Project Site or Easement Areas arising from any act or omission of Lessee or any person acting by, through, or under Lessee shall accrue only against Lessee's limited leasehold or easement interest, if any, and shall remain subject and subordinate to County's paramount title, ownership, reserved rights, and governmental, regulatory, operational, and public obligations. If any lien, claim, charge, or encumbrance is filed, asserted, or threatened against the Landfill, Project Site, Easement Areas, or County's interest therein by reason of Lessee's Operations or any act or omission of Lessee or any person acting by, through, or under Lessee, Lessee shall, at its sole cost and expense, cause such lien, claim, charge, or encumbrance to be satisfied, bonded off, released, discharged, or otherwise removed of record within thirty (30) days after Lessee receives notice thereof, or sooner if County determines that earlier action is necessary to protect County's title, operations, financing, regulatory compliance, public obligations, or other interests. Failure to timely satisfy, bond off, release, discharge, or remove any such lien, claim, charge, or encumbrance shall constitute an Event of Default. County's interest in the Landfill, Project Site, and Easement Areas shall not be subject to, and County shall not be liable for or bound by, any lien, claim, charge, or encumbrance arising from Lessee's Operations or from improvements made by or for Lessee.

ii. The Parties shall execute a Memorandum of Lease on a form mutually agreed to by the Parties and approved by County, which Lessee shall record in the Official Records of the Clerk of the Circuit Court for Manatee County at Lessee's sole cost and expense. The Memorandum of Lease shall not define, expand, modify, interpret, supplement, or create any rights beyond those expressly granted in this Lease and shall state that Lessee's rights are limited, subordinate to County's fee ownership and reserved rights, and subject to the terms and conditions of this Lease and the Performance Contract, as limited and controlled by this Lease. If the Memorandum of Lease or any recorded instrument is inconsistent with this Lease, this Lease shall control as between the Parties. Upon the expiration or earlier

termination of this Lease, County may execute and record, without Lessee's joinder, a notice of expiration, termination, release, or other instrument evidencing the termination of Lessee's rights under this Lease.

e. **Utilities.**

i. County shall cooperate with Lessee's efforts in obtaining any temporary or permanent utility services requested by Lessee to the extent that such cooperation does not interfere with County's ownership, operation, maintenance, permitting, regulatory compliance, or use of the Landfill. Any easement, right of way, utility access, or related right requested by Lessee or a utility provider shall be subject to County's prior written approval, which shall be granted, conditioned, or withheld in County's reasonable discretion.

ii. Pursuant to the Performance Contract, the County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200-amp electrical service, transformer, service drop, metering, and utility-side infrastructure. The County shall use commercially reasonable and diligent efforts, to complete installation of the electrical service infrastructure as promptly as reasonably practicable following the Effective Date. Because the Commercial Operations Date cannot be achieved until electrical service is available, any delay in the availability of electrical service that is attributable to the County shall extend, on a day-for-day basis, each of CIP Solutions' deadlines, milestones, and obligations under this Lease and the Performance Contract that are dependent on or measured from the Effective Date, and no such delay shall constitute or contribute to a CIP Solutions default. The Parties shall cooperate in good faith to establish an anticipated electrical service in-service date once known, but the absence of a fixed date shall not limit CIP Solutions' day-for-day extension for County-attributable delay.

iii. County shall be responsible for establishing electrical utility accounts associated with operation of the Project Site only to the extent required by the Performance Contract. Lessee shall reimburse County for all metered electricity specific to the Project, together with any taxes, fees, charges, adjustments, penalties, deposits, administrative charges, or other amounts charged to County in connection with such Project-related electricity, unless expressly excluded by the Performance Contract. County shall provide available details regarding monthly electrical usage and costs when submitting an invoice for reimbursement. Lessee shall pay each electrical reimbursement invoice within fifteen (15) days after receipt.

iv. During the Term, Lessee shall pay directly to the appropriate utility provider all bills for utility services used by or attributable to Lessee,

the Project, the Project Site, or Lessee's Operations, other than electrical utility services initially provided through County accounts and reimbursed by Lessee as provided above. If any utility service is not separately metered, Lessee shall reimburse County for the portion of such utility service that County determines is attributable to Lessee, the Project, the Project Site, or Lessee's Operations within fifteen (15) days after Lessee's receipt of an invoice therefor. Lessee shall not install, modify, relocate, connect, disconnect, or materially change any utility service, meter, line, equipment, or related facility affecting the Landfill, Project Site, or Easement Areas without County's prior written approval.

f. **Project Site, Easement Areas, Landfill-Affected Areas, and Related Restoration.**

i. Upon the termination or expiration of this Lease Lessee shall, at its sole cost and expense, restore the Project Site, Easement Areas, and any other portion of the Landfill or County property affected by Lessee, Lessee's Operations, the Project, any Project Facilities, any utility work, any access activity, or any act or omission of Lessee or any person acting by, through, or under Lessee. Such restoration shall include, without limitation, removal of Lessee's property and improvements to the extent required by County, repair of any damage or disturbance, stabilization of affected areas, closure or securing of any openings or penetrations, restoration of access routes and utility areas, removal and lawful disposal of debris, waste, materials, equipment, and any Hazardous Substances introduced, released, disturbed, or exacerbated by Lessee, and completion of any testing, monitoring, permitting, reporting, engineering, environmental, or other work County determines necessary or appropriate. All restoration shall be performed in a manner, scope, schedule, and condition satisfactory to County, in compliance with Applicable Law, applicable Permits, this Lease, the Performance Contract, and County's operational, safety, security, environmental, access-control, regulatory, and Landfill-related requirements, and shall restore the affected areas to at least substantially the same condition that existed on the Effective Date, or such better condition as County determines necessary to protect County's interests, regulatory compliance, operations, property, or the environment. Ordinary wear and tear shall be excepted only to the extent such wear and tear does not impair safety, regulatory compliance, County operations, County property, environmental conditions, or the condition, use, closure, post-closure care, permitting, or regulatory status of the Landfill, Project Site, or Easement Areas. County may require Lessee to submit restoration plans, schedules, contractor information, permits, insurance evidence, test results, certifications, lien releases, closeout documentation, and other information County determines necessary before, during, or after restoration. County hereby grants to Lessee a limited, nonexclusive,

revocable license to enter onto the Landfill, Project Site, and Easement Areas after expiration or termination solely to the extent County determines necessary for Lessee to fulfill such obligations, and subject at all times to County's operational, safety, security, regulatory, environmental, access-control, scheduling, escort, insurance, indemnity, lien-removal, reimbursement, and other requirements. If Lessee fails to timely or properly perform any restoration obligation, County may perform or cause the performance of such work without waiving any Event of Default, and Lessee shall reimburse County for all costs and expenses incurred by County in connection therewith, including administrative, oversight, legal, engineering, environmental, permitting, testing, monitoring, disposal, restoration, repair, replacement, professional-service, and contractor costs.

ii. Restoration Enforcement. Without limiting any other right or remedy of County, County may enforce Lessee's restoration obligations by any one or more of the following means: (a) requiring Lessee to commence, diligently pursue, modify, accelerate, suspend, or complete restoration work within the deadlines, sequencing, access limitations, and conditions specified by County; (b) requiring Lessee to provide restoration plans, schedules, budgets, contractor qualifications, permits, evidence of insurance, bonds or other financial assurances if available under the Performance Contract or Applicable Law, test results, certifications, lien releases, closeout documentation, and other documentation County determines necessary; (c) withholding, conditioning, suspending, or limiting Lessee's access to the Landfill, Project Site, or Easement Areas until County is satisfied that restoration can be performed safely, lawfully, and without impairing County operations, regulatory compliance, public health or safety, property, or the environment; (d) performing or causing the performance of any restoration, removal, repair, testing, monitoring, disposal, permitting, engineering, environmental, legal, administrative, oversight, or other related work if County determines that Lessee has failed to timely or properly perform, that prompt action is necessary or appropriate, or that Lessee's proposed work is insufficient to protect County's interests; and (e) recovering from Lessee all costs and expenses incurred by County in connection with the foregoing, whether incurred before or after expiration or termination of this Lease. Amounts payable by Lessee under this Section shall be due within fifteen (15) days after Lessee's receipt of County's invoice and available supporting documentation, shall constitute additional amounts due under this Lease, and shall survive expiration or termination. County may pursue injunctive relief, specific performance, and/or declaratory relief, to the extent permitted by the Performance Contract and Applicable Law. Exercise of any enforcement right shall not waive any Event of Default, release Lessee from any obligation, limit County's indemnity or reimbursement rights, or require County to

perform any restoration work before pursuing Lessee for performance or payment. All rights and remedies under this Section are cumulative.

iii. At the termination or expiration of this Lease, Lessee shall surrender the Project Site, Easement Areas, and any affected portions of the Landfill free and clear of all liens, claims, encumbrances, debris, waste, equipment, materials, personal property, hazardous substances introduced or released by Lessee, and other conditions arising from Lessee's Operations, and in a safe, clean, orderly, restored, and legally compliant condition satisfactory to County. County's acceptance of surrender shall not waive any claim, remedy, indemnity, reimbursement right, restoration obligation, or other right of County under this Lease, the Performance Contract, Applicable Law, or applicable Permits.

6. County's Obligations.

County covenants for itself and its agents, employees, representatives, contractors, successors, and assigns that, subject at all times to County's ownership of the Landfill, County's governmental and regulatory duties, County's reserved rights under this Lease and the Performance Contract, Applicable Law, applicable Permits, and County's continuing operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, or other use of the Landfill, County will not intentionally and without lawful or contractual basis prevent Lessee from exercising the limited rights expressly granted to Lessee under this Lease and the Performance Contract. No action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations shall constitute a breach of this Section, or give rise to any liability of County, if County reasonably determines that such matter is necessary for Landfill ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, protection of persons or property, compliance with Applicable Law or applicable Permits, or any other governmental, regulatory, operational, public, or environmental purpose. Lessee acknowledges that its rights under this Lease are limited, nonexclusive where applicable, subordinate to County's fee ownership and reserved rights, and subject to temporary or permanent limitations imposed by County in accordance with this Lease, the Performance Contract, Applicable Law, applicable Permits, and County's responsibilities as owner and operator of the Landfill.

7. Representations and Warranties.

a. Each Party represents and warrants to the other Party that:

i. In the case of Lessee, it is validly existing and duly organized and in good standing under the laws of the state of Florida, and is licensed to do business in the State of Florida; and

ii. In the case of County, it is a political subdivision of the State of Florida, duly organized and validly existing; and

iii. It has full power and authority to execute, deliver, and perform under this Lease, and the execution, delivery, and performance hereof have been duly and validly authorized by all necessary action on its part, and will not violate (i) in the case of Lessee, the articles of organization, operating agreement, or other organizational documents of it, and (ii) in the case of the County, will not conflict with, or constitute a breach of or default under, any law, or any administrative regulation, consent decree, ordinance, resolution or any agreement or other instrument to which the County is subject, and (iii) in the case of each Party, will not violate any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which it or its assets are bound; and

iv. This Lease constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally; and

v. No suit, action, or arbitration, or legal, administrative, or other proceeding, is pending or has been threatened against it that would have a material adverse effect on the validity or enforceability of this Lease or its ability to fulfill its obligations hereunder, or that could result in any material adverse change in its business or financial condition; and

b. County represents and warrants to Lessee that, during the Term and subject and subordinate at all times to this Lease, the Performance Contract, Applicable Law, applicable Permits, County's reserved rights, County's governmental and regulatory duties, and County's ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, and use of the Landfill, Lessee may possess and use the Project Site solely for the purposes expressly permitted herein. No action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of

County's rights or obligations shall breach this representation or warranty, interfere with Lessee's possession or use, or give rise to any liability of County, if County reasonably determines that such matter is necessary for any governmental, regulatory, operational, public, safety, security, emergency, compliance, Landfill-related, or environmental purpose.

8. No State or County Obligation.

a. This Lease does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

b. County's obligations under this Lease are subject at all times to the availability of funds lawfully appropriated by the Board for such purposes and to the availability of any applicable contract, grant, or other legally available funding. Nothing in this Lease shall be construed as a pledge of County revenues, a commitment of future appropriations, or an obligation of County beyond funds lawfully appropriated and available for such purpose. If funds are not appropriated, are withdrawn, are terminated, or are otherwise unavailable, County may terminate this Lease and any related obligations without being deemed in default and without liability to Lessee, except to the extent expressly required by law. Upon any such termination, the Parties' rights and obligations under this Lease shall terminate except for obligations that expressly survive or that by their nature must survive, including Lessee's Termination Compensation and removal rights and indemnity, insurance, public records, lien removal, reimbursement, restoration, restoration enforcement, surrender, removal of Lessee's property, County access, County reserved rights, no waiver of sovereign immunity, limitation of liability, and accrued payment, performance, documentation, or compliance obligations.

9. Hazardous Materials and Environmental Matters.

a. During the Term, and without waiving County's sovereign immunity or expanding County's liability beyond the limits of Section 768.28, Florida Statutes, each Party shall comply with all Applicable Laws relating to the receipt, handling, use, storage, transportation, generation, discharge, release, and disposal of any Hazardous Substance to the extent arising from or attributable to such Party's activities under this Lease. Lessee shall be solely responsible for, and shall indemnify, defend, reimburse, and hold harmless County and its officers, employees, agents, representatives, successors, and assigns from and against, any and all losses, claims, demands, liabilities, damages, fines, penalties, enforcement actions, cleanup obligations, remediation costs, testing, monitoring, reporting,

engineering, legal, consultant, administrative, and other costs or expenses to the extent arising from or attributable to (a) any Hazardous Substance introduced, released, discharged, generated, handled, used, stored, transported, disposed of, disturbed, exacerbated, migrated, or allowed to migrate by Lessee or any person acting by, through, or under Lessee; (b) Lessee's Operations, the Project, the Project Facilities, the Project Site, the Easement Areas, or any utility, access, construction, removal, restoration, or other activity undertaken by or for Lessee; (c) Lessee's failure to comply with Applicable Law, applicable Permits, this Lease, the Performance Contract, or County environmental, safety, operational, or regulatory requirements; or (d) any act or omission of Lessee or any person acting by, through, or under Lessee. County shall not be responsible for, and Lessee assumes the risk of, any pre-existing, latent, known, unknown, disclosed, undisclosed, or naturally occurring Hazardous Substance, environmental condition, Landfill condition, regulatory condition, leachate condition, groundwater condition, soil condition, gas condition, waste condition, or other condition at, on, under, from, or affecting the Landfill, Project Site, or Easement Areas, except to the extent caused solely by County's own negligent or wrongful act after the Effective Date or arising from the pre-existing condition of the Landfill not caused or exacerbated by Lessee, and only to the extent liability is not barred or limited by Applicable Law, Section 768.28, Florida Statutes, sovereign immunity, appropriations law, or any other limitation, defense, or immunity available to County. Prior to commencing construction, CIP Solutions shall have the right, at its sole cost, to inspect, sample, test, and photograph the Project Site and Easement Areas to document a baseline record of pre-existing conditions, and the County shall provide reasonable access for such purpose. Such baseline record shall, absent manifest error, serve as evidence of the condition of the Project Site and Easement Areas as of the Effective Date for purposes of CIP Solutions' restoration and environmental obligations, and CIP Solutions shall bear no responsibility for any pre-existing condition documented therein. County shall have no indemnification obligation except to the limited extent expressly required by Applicable Law and Section 768.28, Florida Statutes, and only from legally available and lawfully appropriated funds.

b. Each Party shall promptly notify the other Party upon the notifying Party becoming aware, with respect to the Landfill, the Project Site, or the Easement Areas, of: (a) any enforcement, cleanup, or other regulatory action taken or threatened against either Party by any government entity with respect to the presence of any Hazardous Substance, (b) any demands or claims made or threatened by any person against either Party relating to any loss or injury resulting from any Hazardous Substance, (c) any unlawful release, discharge, or non-routine, improper, or unlawful disposal or transportation of any Hazardous Substance, and/or (d) any matters where

either Party is required by Applicable Laws to give a notice to any governmental entity with respect to Hazardous Substance.

THE LANDFILL, PROJECT SITE, EASEMENT AREAS, AND ALL AREAS, FACILITIES, ACCESS ROUTES, UTILITIES, ENVIRONMENTAL CONDITIONS, REGULATORY CONDITIONS, AND OTHER CONDITIONS RELATING THERETO ARE BEING MADE AVAILABLE TO LESSEE IN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS LEASE. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, AS LIMITED AND CONTROLLED BY THIS LEASE, COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY, REGARDING THE CONDITION, STATE OF REPAIR, SUITABILITY, ACCESSIBILITY, AVAILABILITY, VALUE, EXPENSE OF OPERATION, INCOME POTENTIAL, COMPLIANCE OR NON-COMPLIANCE WITH APPLICABLE LAW, PERMITTING STATUS, REGULATORY STATUS, ENVIRONMENTAL CONDITION, SOIL CONDITION, GROUNDWATER CONDITION, LEACHATE CONDITION, GAS CONDITION, WASTE CONDITION, HAZARDOUS SUBSTANCE CONDITION, OR ANY OTHER FACT OR CONDITION AFFECTING THE LANDFILL, PROJECT SITE, EASEMENT AREAS, OR ANY PORTION THEREOF. LESSEE ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS LEASE AFTER FULL INVESTIGATION, OR WITH THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATION AS LESSEE DEEMS NECESSARY, AND HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, COVENANT, OR PROMISE OF COUNTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, AS LIMITED AND CONTROLLED BY THIS LEASE. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE WAIVES AND RELEASES COUNTY FROM ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE CONDITION, OPERATION, ACCESSIBILITY, AVAILABILITY, ECONOMIC PERFORMANCE, ENVIRONMENTAL CONDITION, REGULATORY CONDITION, OR LEGAL STATUS OF THE LANDFILL, PROJECT SITE, EASEMENT AREAS, OR ANY PORTION THEREOF, INCLUDING CLAIMS RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES OR MATERIALS UNDER ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAW, EXCEPT ONLY TO THE LIMITED EXTENT SUCH CLAIMS ARE CAUSED SOLELY BY COUNTY'S OWN NEGLIGENT OR WRONGFUL ACT AFTER THE EFFECTIVE DATE AND ARE NOT BARRED OR LIMITED BY APPLICABLE LAW, SECTION 768.28, FLORIDA STATUTES, SOVEREIGN IMMUNITY, APPROPRIATIONS LAW, OR ANY OTHER LIMITATION, DEFENSE, OR IMMUNITY AVAILABLE TO COUNTY.

10. Taxes.

Lessee shall pay when due any and all taxes, assessments, charges, fees, fines, penalties, interest, and similar governmental or utility impositions arising from or attributable to Lessee, Lessee's property, the Project, the Project Site, the Easement Areas, Lessee's Operations, or Lessee's rights under this Lease or the Performance Contract (collectively, "Taxes"). Lessee shall reimburse County for any Taxes paid or incurred by County to the extent arising from or attributable to Lessee, Lessee's property, the Project, the Project Site, the

Easement Areas, Lessee's Operations, or Lessee's rights under this Lease or the Performance Contract, within fifteen (15) days after Lessee's receipt of an invoice and available supporting documentation. Lessee shall indemnify, defend, and hold harmless County from and against any Taxes for which Lessee is responsible. Nothing in this Section shall obligate County to pay Taxes for which Lessee is responsible, waive any exemption or immunity of County, or limit County's right to contest any Taxes in good faith. Lessee remains responsible for all federal, state, and local taxes imposed upon Lessee under Applicable Law, including personal property, real property, sales, service, income, utility, or other taxes.

11. Default and Remedies.

a. **Events of Default.**

An "**Event of Default**" hereunder means a Party's failure to perform, or breach of, any material term, provision, condition, covenant, warranty, representation, or promise expressly applicable to such Party under this Lease which, unless another period is specified herein or in the Performance Contract with respect to such failure or breach, continues beyond thirty (30) days after the defaulting Party receives written notice of such failure or breach ("**Notice of Default**") from the non-defaulting Party. If an Event of Default by Lessee cannot be cured within the applicable cure period and cannot be cured by the payment of money, such period may be extended only to the extent County determines necessary and appropriate, but not more than ninety (90) days from the date Lessee receives the relevant Notice of Default, and only if Lessee is diligently and continuously pursuing such cure and the continued default does not impair safety, regulatory compliance, County operations, the Landfill, the Project Site, any Easement Area, County's rights, restoration, surrender, title, access, public obligations, or the environment.

b. **Remedies.**

Upon the occurrence of an Event of Default by Lessee, County may exercise any one or more remedies available under this Lease, the Performance Contract, Applicable Law, applicable Permits, or equity, including termination, suspension or limitation of Lessee's rights, access control, specific performance, injunctive relief, declaratory relief and any other remedy available at law or in equity. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non defaulting Party will have the right to terminate this Lease by providing written notice to the other Party.

c. **Limitation of Liability.**

Excluding only Lessee's obligations with respect to indemnity, reimbursement, restoration, removal, surrender, lien removal,

environmental matters, Taxes, utilities, public records, statutory compliance, and other obligations owed to County under this Lease or the Performance Contract, and excluding the County's obligation to pay Termination Compensation and other amounts due under the Performance Contract, and except only to the extent expressly required by Applicable Law, neither Party will be liable to the other for any consequential, speculative, punitive, exemplary, future, incidental, special, or indirect damages, including lost profits, lost revenues, loss of business opportunity, diminution in value, financing costs, or similar damages. Nothing in this Section shall expand County's liability beyond the remedies expressly available under this Lease, the Performance Contract, Applicable Law, and the limitations of Section 768.28, Florida Statutes, nor shall this Section be construed as a waiver of County's sovereign immunity, budgetary limitations, appropriation requirements, defenses, immunities, or limitations on liability. Any payment, compensation, reimbursement, abatement, credit, offset, extension, termination payment, lost-revenue claim, lost-profit claim, or other monetary or equitable remedy claimed by Lessee as a result of any alleged County default, delay, act, omission, restriction, access limitation, utility issue, regulatory action, operational decision, funding limitation, or other matter shall be available only to the extent expressly authorized by the Performance Contract or this Lease, approved and appropriated as required by law, and not barred or limited by Applicable Law, this Lease, County's reserved rights, Section 768.28, Florida Statutes, sovereign immunity, or any other limitation, defense, or immunity available to County. County shall not be liable for any claim arising from County's exercise of reserved rights, regulatory or governmental duties, Landfill operations, emergency response, public-health or safety obligations, access control, funding or appropriation limitations, or compliance with Applicable Law or applicable Permits.

d. **Effects of Termination.**

Without further expense to County, Lessee shall, within the period specified by County and in no event later than six (6) months after the termination or expiration of this Lease unless County approves a shorter or longer period in writing, remove all Lessee property, improvements, equipment, materials, waste, debris, utilities, Project Facilities, and other items placed, installed, used, stored, released, generated, or caused to exist by or for Lessee, whether above-grade or below-grade, from the Project Site, Easement Areas, and any affected portions of the Landfill, and shall seal, cap, secure, restore, and make safe any openings, penetrations, disturbed areas, utility corridors, access routes, or other affected areas caused by such removal or by Lessee's Operations. Any post-termination lease, license, easement, access, or occupancy rights shall continue only to the extent County determines necessary for Lessee to complete County-approved removal, restoration, surrender, and closeout obligations, shall be revocable and nonexclusive, shall be without cost or liability to County, and shall remain subject at all times to County's access, safety, security, operational, traffic,

scheduling, escort, insurance, indemnity, lien-removal, regulatory, environmental, and Landfill-related requirements. If Lessee fails to timely or properly perform any removal, restoration, surrender, closeout, or related obligation, County may, without notice except as County determines practicable, perform or cause performance of such work, dispose of or store Lessee's property or materials as County determines appropriate, and recover from Lessee all costs and expenses incurred by County in connection therewith, including administrative, legal, engineering, consultant, environmental, permitting, testing, monitoring, disposal, storage, restoration, repair, replacement, professional-service, contractor, oversight, access-control, and enforcement costs. Any Lessee property not removed within the applicable period may, at County's election and without limiting County's remedies, be deemed abandoned ; provided that County shall not deem abandoned, dispose of, or take title to any Project Facilities, treatment equipment, or media of material value without first providing Lessee not less than thirty (30) days' written notice and a reasonable opportunity to remove the same, except where County reasonably determines immediate action is required to address an Emergency Condition. but such deemed abandonment shall not relieve Lessee of any removal, restoration, reimbursement, indemnity, environmental, lien-removal, or other obligation. All obligations under this Section shall survive expiration or termination of this Lease.

12. Indemnity and Insurance.

a. **Indemnity.**

Lessee shall indemnify, defend, reimburse, and hold harmless County and its officers, employees, agents, representatives, successors, and assigns from and against any and all third-party claims, losses, liabilities, damages, fines, penalties, costs, expenses, demands, actions, proceedings, causes of action, judgments, and obligations, including legal, administrative, professional-service, consultant, engineering, environmental, testing, monitoring, restoration, removal, and enforcement costs, to the extent arising from or attributable to Lessee, Lessee's Operations, the Project, the Project Facilities, the Project Site, the Easement Areas, any Hazardous Materials or environmental matters, Taxes, utilities, reimbursement obligations, restoration, restoration enforcement, surrender, removal, lien removal, statutory compliance, or any act or omission of Lessee or any person acting by, through, or under Lessee, including negligence, willful misconduct, violation of Applicable Law, violation of applicable Permits, or breach of this Lease or the Performance Contract. County shall have no indemnification obligation except to the limited extent expressly required by Applicable Law and Section 768.28, Florida Statutes, and only from legally available and lawfully appropriated funds. Nothing in this Section shall waive or limit County's sovereign immunity, defenses, immunities, or statutory limitations of liability.

b. **Insurance.**

At all times during the Term, Lessee shall obtain and maintain all insurance coverage required by the Performance Contract, this Lease, Applicable Law, and County requirements, and shall provide evidence of such coverage to County upon request. County's insurance obligations, if any, shall be limited to any express self-insurance or risk-management obligations approved by County in writing and shall remain subject at all times to sovereign immunity, Section 768.28, Florida Statutes, legally available and lawfully appropriated funds, County policies, and Applicable Law. Nothing in this Lease or the Performance Contract shall require County to purchase commercial insurance, waive sovereign immunity, expand County liability, or create any third-party beneficiary rights unless expressly required by Applicable Law.

13. Assignment.

Lessee may not assign this Lease, in whole or in part, without County's prior written consent, which may be granted, conditioned, or withheld in County's sole discretion. County may assign this Lease, in whole or in part, without Lessee's consent to any successor governmental owner or operator of the Landfill or other public entity assuming ownership, operation, or regulatory responsibility for the Landfill.

14. Condemnation and Casualty.

a. **Condemnation.**

If, during the Term, there is a taking for any public or quasi-public use under any Applicable Laws or by right of eminent domain of the Landfill or any material portion of the Landfill that renders the remaining portion of the Project Site and Easement Areas unfeasible for use by Lessee, as determined by County in its reasonable discretion after consultation with Lessee, either Party shall have the right to terminate this Lease and the Performance Contract upon written notice, such termination to be effective at the time the condemning authority shall take actual possession of the affected portion of the Landfill. Such termination shall be without prejudice to the rights of either Party to recover compensation from the condemning authority for any loss or expense caused by such condemnation. The proceeds of any condemnation award shall be allocated and paid out as follows, and in the following order: first, County will receive the portion thereof allocable to its fee interest in the Landfill and any impairment of County's ownership, operation, maintenance, regulatory compliance, replacement, relocation, or use of the Landfill, as applicable; second, Lessee will receive any remaining portion thereof allocable solely to Lessee's compensable interest, if any, in the Project Site, but not in diminution of County's fee interest or Landfill-related recovery.

b. **Casualty.**

In the event of damage by fire or other casualty event to the Project Site or the Project that County determines renders the Project Site or Project infeasible for continued use or repair within ninety (90) days without impairing Landfill operations, regulatory compliance, public health or safety, property, or the environment, either Party may terminate this Lease and the Performance Contract upon thirty (30) days written notice to the other Party. Any repair, restoration, continued access, or continued use following a casualty shall be subject to County's prior written approval and County's operational, safety, security, regulatory, environmental, access-control, and other requirements. No County decision, restriction, interruption, delay, access control, suspension, denial, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations following a casualty shall constitute interference with Lessee's rights, breach of this Lease, or give rise to any liability of County, if County reasonably determines that such matter is necessary for any governmental, regulatory, operational, public, safety, security, emergency, compliance, Landfill-related, or environmental purpose.

15. Miscellaneous.

a. **Survival.**

In the event of any termination or expiration of this Lease, all provisions that expressly survive or that by their nature should survive shall survive to the extent permitted by law and to the extent necessary to protect County's rights and give effect to the Parties' obligations.

b. **Force Majeure.**

Neither Party will be responsible to the other Party for damages, loss, injury, or delay caused solely by a Force Majeure Event to the extent such Force Majeure Event actually prevents performance and the affected Party gives prompt notice and uses diligent efforts to mitigate the effect of such event. Notwithstanding the foregoing, Force Majeure shall not excuse or delay Lessee's payment, reimbursement, indemnity, insurance, public-records, statutory compliance, environmental, restoration, removal, surrender, safety, security, access-control, lien-removal, or other County-protective obligations, except to the limited extent County expressly agrees in writing or Applicable Law expressly requires otherwise.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, tropical storm, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different

nature, existing or future; provided that the cause, whether or not enumerated in this Lease, is beyond the control and without the fault or negligence of the Party seeking relief under this Lease. Notwithstanding the foregoing, no County governmental, regulatory, permitting, enforcement, emergency-response, operational, safety, security, environmental, public-health, public-welfare, access-control, funding, appropriation, or Landfill-related act, omission, condition, decision, requirement, restriction, or delay shall be construed to limit County's reserved rights, create any County obligation to accommodate Lessee, constitute a County default, or constitute a Force Majeure Event excusing Lessee's payment, reimbursement, indemnity, insurance, public-records, statutory compliance, environmental, restoration, removal, surrender, safety, security, access-control, lien-removal, or other County-protective obligations unless and only to the extent expressly required by Applicable Law.

Notwithstanding the foregoing, a change in the quantity, availability, composition, or quality of SEWRF Wastewater resulting from the County's delivery of wastewater materially exceeding the Minimum Influent Standard shall not be charged against Lessee, and no Force Majeure Event shall reduce Lessee's Minimum Volume Commitment credit or Termination Compensation rights under the Performance Contract except to the extent expressly provided therein.

c. **No Waiver.**

No waiver of any right, power, privilege, default, breach, or remedy under this Lease shall be effective unless in writing and signed by the Party against which the waiver is asserted. No delay, omission, course of dealing, acceptance of payment, approval, inspection, review, or failure to enforce any provision shall operate as a waiver of any right or remedy, and any waiver shall be limited to the specific matter expressly waived.

d. **Severability.**

If any term or provision of this Lease is held invalid, illegal, or unenforceable, the remainder of this Lease shall remain in full force and effect to the fullest extent permitted by law. To the extent permitted by law, the invalid, illegal, or unenforceable term or provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving, as nearly as possible, the Parties' intent and County's ownership, regulatory, operational, public, safety, environmental, and sovereign-immunity interests.

e. **Independent Contractors.**

The Parties will always be independent contractors of each other hereunder; there shall be no agency, partnership, employment, joint

venture, or like relationship formed between them by virtue of this Lease or their respective performance hereunder.

f. **Third-Party Beneficiaries, Successors, and Assigns.**

This Lease is solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to, and shall not, confer any rights, remedies, claims, or benefits on any third party not a signatory hereto. This Lease shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns, subject at all times to the assignment restrictions, County's reserved rights, and the limitations set forth herein.

g. **Notices.**

Any notice or communication required hereunder will be in writing and will be deemed received (i) three (3) days after mailing, if via first class U.S. mail, postage prepaid, or (ii) when shown, if sent via registered or certified mail, return receipt requested, in each case to the recipient at its address below. Communication via email shall not constitute legal notice and email addresses are provided as a courtesy. A Party may change its address for notice from time to time pursuant to this Section.

If to County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County
County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205

If to Lessee:

CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151
Email: bgalvano@grimesgalvano.com

16. Amendment.

This Lease may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, extended, assigned, waived, or terminated, in whole or in part, other than as expressly provided herein, except by a written instrument executed by all Parties and approved by the Board to the extent required by law or County policy. No course of conduct, approval, inspection, review, notice, email communication, oral statement, or administrative act shall amend this Lease or waive any County right unless expressly set forth in such written instrument.

17. Governing Law and Venue.

This Lease and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Venue shall be in the 12th Judicial Circuit Court of the State of Florida, Manatee County Division, unless removed to the Federal Middle District of Florida, Tampa Division. The Parties irrevocably submit to the jurisdiction of such courts.

18. Public Records.

Pursuant to Section 119.0701, Florida Statutes, to the extent Lessee is performing services on behalf of County, Lessee shall:

a. Keep and maintain public records that would ordinarily be required by County to perform the service.

b. Upon request from County's custodian of public records, provide County 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.

c. Ensure that records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease and following completion of this Lease if Lessee does not transfer the records to County.

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

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

19. No Waiver of Sovereign Immunity.

Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Lease. No term or condition contained in this Lease shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

20. Anti-Human Trafficking.

Lessee shall provide County with a sworn affidavit herein attached as Exhibit D to be signed by an officer or a representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be provided to County on or before the Effective Date and at the commencement of each

renewal of the Term. This Lease shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

21. Foreign Countries of Concern.

Pursuant to Section 287.138, Florida Statutes, Lessee must provide County with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in Lessee, and that Lessee is not organized under the laws of or has its principal place of business in a foreign country of concern ("**Foreign Countries of Concern Affidavit**"). The Foreign Countries of Concern Affidavit must be in a form substantially similar to Exhibit E; provided, however, that Exhibit E and any affidavit delivered thereunder shall not modify, limit, or supersede any representation, covenant, default right, termination right, statutory compliance obligation, or County remedy set forth in this Lease or required by Applicable Law. This Lease shall not be effective unless and until County receives the Foreign Countries of Concern Affidavit from Lessee, and Lessee must provide an updated Foreign Countries of Concern Affidavit to County on or before the commencement of any renewal or extension of this Lease.

22. Non-Discrimination.

a. Lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Lease on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.134(3)(a), Florida Statutes:

   An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

b. Lessee warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If

subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

23. Scrutinized Companies.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Lease constitutes certification by Lessee that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Lessee further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Lessee acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Lessee further understands that the Lease with County for goods or services of any amount may be terminated at County's option if Lessee (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

24. Public Entity Crimes.

a. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. Lessee warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

25. E-Verify.

Lessee and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Lease, Lessee certifies that, if applicable and required by law, Lessee and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095(5), Florida Statutes. This article serves as notice to Lessee regarding the requirements of Section 448.095, Florida Statutes, and County's rights and obligations under Section 448.095 if County has a good faith belief that Lessee has knowingly violated Section 448.09(1), Florida Statutes. If this Lease is terminated pursuant to Section 448.095, Florida Statutes, Lessee will not be eligible for the award of a public contract for at least one (1) year after the date of such termination and will be liable for any additional costs incurred by County due to such termination.

26. No Development Rights Conferred.

The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Lease shall: (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County

Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

27. County Access.

In addition to the rights reserved to the County in this Lease and the Performance Contract, County and its employees and agents shall also have the right, upon such prior notice as County determines practicable under the circumstances, to access the Project and to review and inspect Lessee's Operations from time to time during the term of this Lease in a manner that does not unreasonably interfere with Lessee's Operations. Such review and approval shall create no warranties by County and shall be limited to the extent necessary to satisfy County that, in County's sole judgment, Lessee's Operations on the Project Site (a) comply with Applicable Law and the terms and conditions of this Lease, (b) do not affect or interfere with County, the Landfill, or County's operations at the Landfill except as expressly contemplated herein or in the Performance Contract, and (c) are limited to permitted uses. County shall comply with Lessee's written safety rules and requirements applicable to all persons that enter the Project only to the extent such rules and requirements do not conflict with County's rights, duties, policies, Applicable Law, applicable Permits, Landfill operations, regulatory obligations, emergency response, or other governmental or public purposes.

28. Legal Fees and Costs.

Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Lease.

29. Authority to Execute.

Each Party hereto covenants to the other Party that it has lawful authority to execute and enter into this Lease.

30. Counterparts.

This Lease may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed effective as of the date set forth below.

CHEMICAL INJECTION PARTNERS FLORIDA, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

APPROVED by the Board with a quorum present and voting, on this _____, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Chairperson, Board of County Commissioners

Date: _____

ATTEST:

ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Exhibit A

Landfill

MANATEE COUNTY PARCEL #567110051

PARCEL "A" (FORMERLY PARCEL A&B): THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO: THE N1/2 OF THE NW1/4 OF SEC 6, AND ALL OF SEC 31, TWN 34 S, RNG 19 E; LESS THAT PART OF SEC 31, LYING E OF A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, PARCEL "B": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THE PROPERTY; LESS THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6, LYING NLY OF A LN WHICH IS THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6 LYING ELY OF A LN WHICH IS PAR WITH & 1690 FT ELY OF THE E LN OF THE NW1/4 OF SD SEC 6 & ANY NLY OR SLY EXT THEREOF, ALSO THAT PART OF SEC 7, TWN 35 S, RNG 19 E LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THROUGH THE PROPERTY; PARCEL "C": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N LN OF SD SEC 6, & BOUNDED ON THE W BY THE E LN OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE S BY THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT ELY OF & PAR WITH THE E LN OF THE NW1/4 OF SD SEC 6, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N BY THE N LN OF SD SEC 31, & BOUNDED ON THE W BY A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE E BY A LN, WHICH LIES 300 FT ELY OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING ON THE N BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE W BY THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY THE S LN OF SEC 31, TWN 34 S, RNG 19 E, (ALSO BEING THE N LN OF SEC 6, TWN 35 S, RNG 19 E) & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT E OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E; PARCEL "D" (FORMERLY ADAMS PROPERTY): THE N1/2 OF THE NE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS ANY PORTION CONVEYED TO E & W COAST RAILWAY IN (DB 61 PG 547); SUBJECT TO R/W AGREEMENT REC IN (485/250) & SUBJECT TO EASMNT TO FPL CO REC IN (981/3999); PARCEL "E" (OLD GUN CLUB): S1/2 OF NE1/4 SUBJECT TO EASMNT AS DESC IN (485/242); PARCEL "F" (KNOWN AS WWTP): THE N 30 AC OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS THE W 330 FT OF FPL CO EASMNT, MORE PARTICULARLY DESC AS FOL: BEG AT THE NE COR OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E; TH N 89 DEG 31 MIN 38 SEC W, ALG THE N LN OF SD SE1/4, 2320.99 FT TO THE INT WITH THE E LN OF A 330 FT WIDE FPL CO EASMNT; TH S 00 DEG 19 MIN 24 SEC W, ALG SD E EASMNT LN, PAR TO THE W LN OF SD SE1/4 & 330 FT ELY THEREFROM, 562.92 FT; TH S 89 DEG 31 MIN 38 SEC E, PAR TO THE N LN OF SD

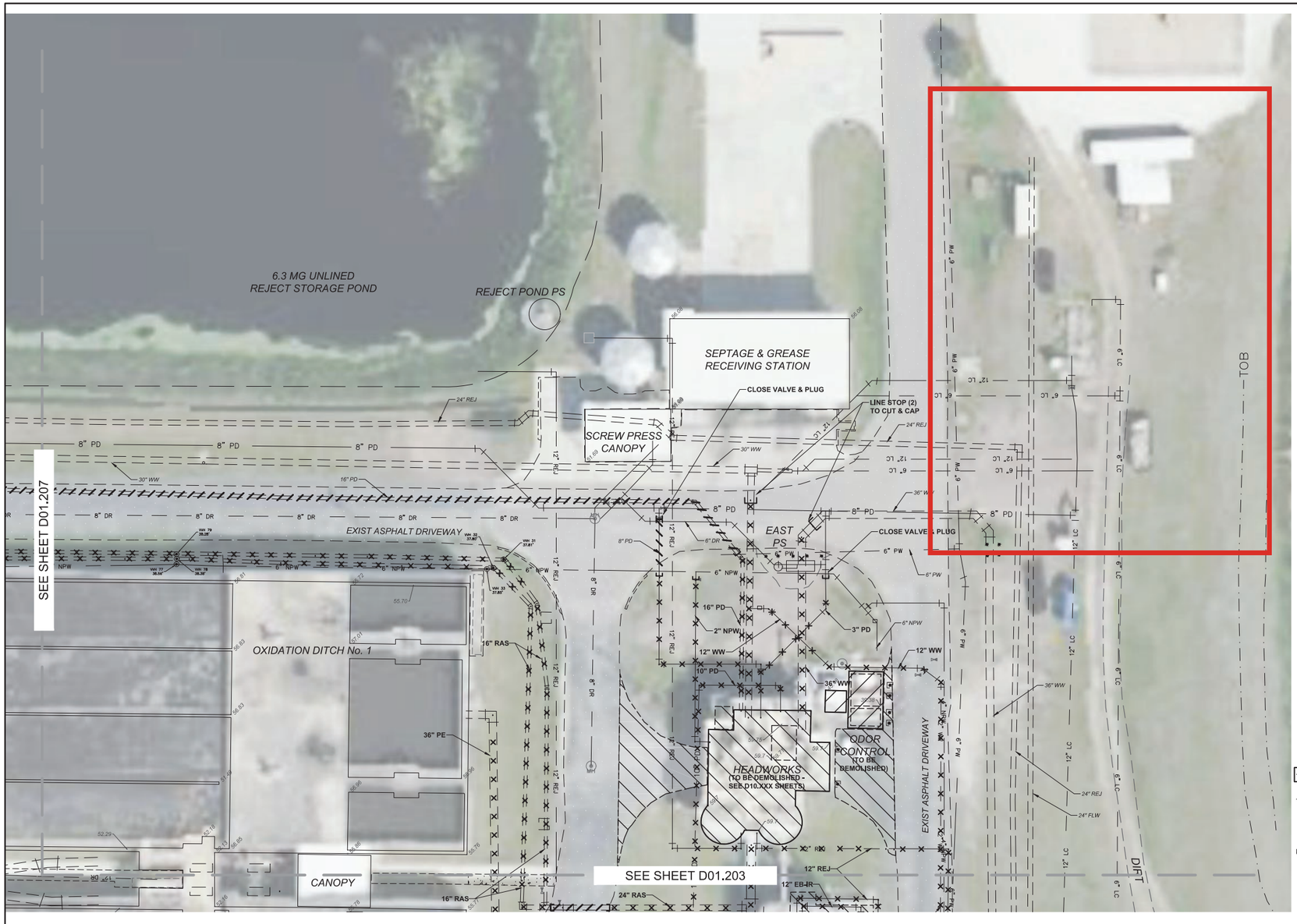
SE1/4, 2321.97 FT TO THE INT WITH THE E LN OF SD SE1/4; TH N 00 DEG 13 MIN 25 SEC E, ALG SD E LN, 562.92 FT THE POB, BEING & LYING IN THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, CONT 30 AC M/L; PARCEL "G" (UNDEVELOPED PROPERTY): THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS 30 AC PREVIOUSLY CONVEYED TO MAN CO, REC IN (947/1386), SUBJECT TO FPL CO EASMNT AS DESC IN (1006/2513); "H": ALSO BEGING AT THE NE COR OF SEC 12, TWN 35 S, RNG 18 E, TH N 89 DEG 30 MIN 21 SEC W ALG THE SEC LN BETWEEN SECS 1&12, TWN 35 S, RNG 18 E, A DIST OF 2655.59 FT M/L TO A CONC MON ON THE W LN OF FPL TRANSMISSION LN EASMNT REC IN (1006/2513); TH S ALG THE W LN OF SD FPL CO EASMNT A DIST OF 2580 FT M/L TO THE C/L OF HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); TH NLY ALG THE C/L OF SD EASMNT A DIST OF 3000 FT M/L TO A CONC MON ON THE E LN OF SD SEC 12 & 989.94 FT M/L TO THE NW COR OF SEC 12; TH NLY ALG THE E LN OF SD SEC 12, A DIST OF 989.94 FT M/L TO THE POB; SUBJ TO HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); ALSO SUBJ TO ACCESS EASMNT REC IN OR 2749/3191. PI#5671.1005/1

Exhibit B

Project Site

The following pages represent the Project Site, which sits within the Landfill (Parcel #567110051 in Exhibit A).

The Project Site is defined by the outlined red box on the following page. The additional pages are provided for more detail on the site layout for information purposes.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL A. CHIAVAROLI ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCHEL A. CHIAVAROLI P.E. No. 56335

Jacobs

McKIM&CREED
1365 Hamlet Avenue
Clearwater, Florida 33756-3331
Phone: (727) 442-7196, Fax: (727) 461-3827
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Manatee County FLORIDA
UTILITIES DEPARTMENT
4410 66th Street West
Bradenton, Florida 34210
(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

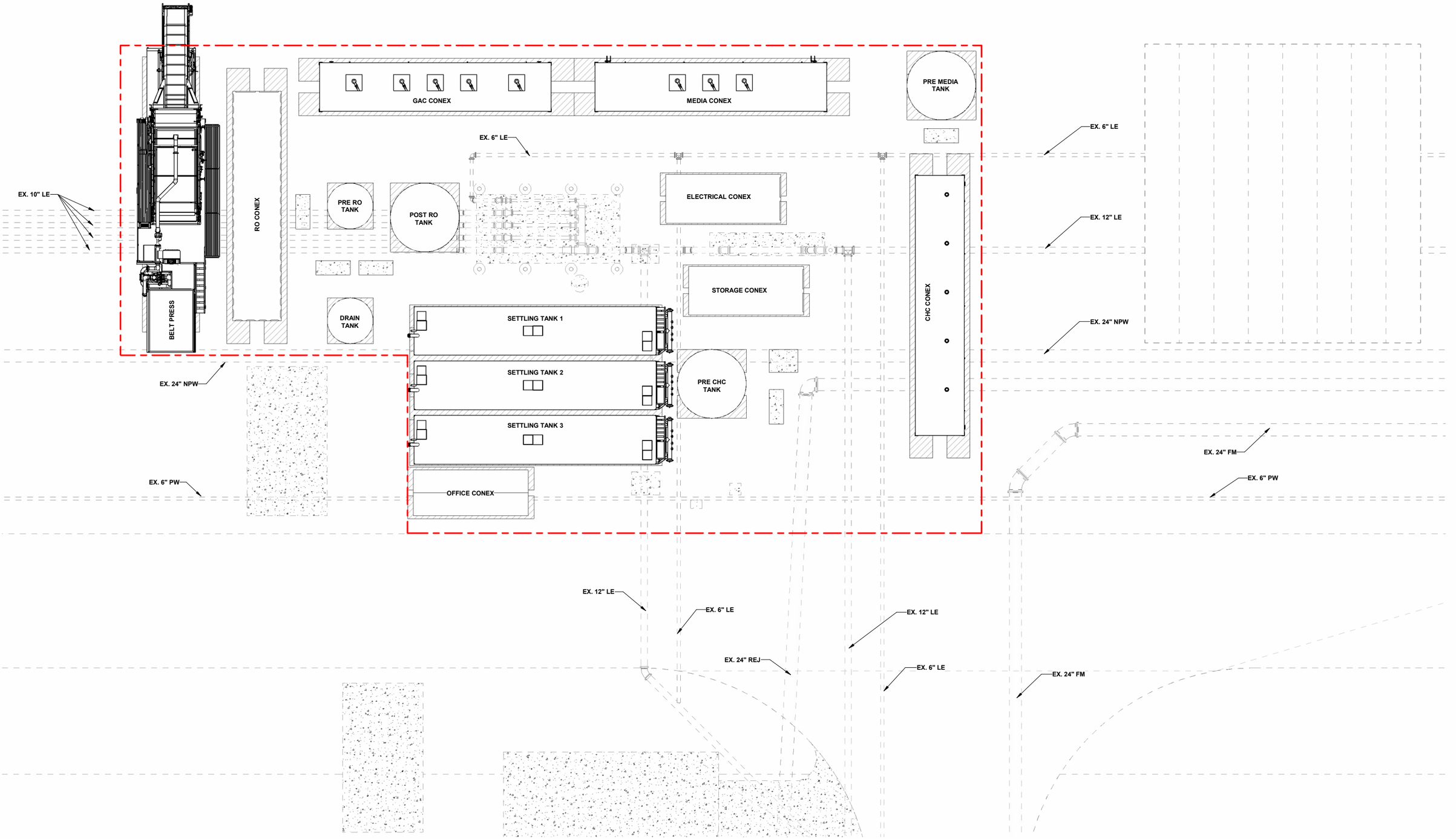
ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

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REV. NO.	DESCRIPTION	DATE

REVISIONS

McKIM&CREED
4300 Edwards Mill Rd., Suite 200
Raleigh, North Carolina 27612
Phone: (919) 233-8091, Fax: (919) 233-8031

NC License# F-1222
www.mckimcreed.com

CHEMICAL INJECTION PARTNERS

PROJECT VIKING

MECHANICAL

SITE LAYOUT

ISSUE DATE:	APRIL, 2026
MCE PROJ. #	10029-0003
DRAWN	DES
DESIGNED	DES
CHECKED	PJL
PROJ. MGR	TPL

SCALE: 1/8" = 1'-0"

DRAWING NUMBER: M.01

REVISION:

STATUS: Pilot
Not For Construction



Key:
Dimension Tolerance: ±0'-6.0"
Black - Road and Site Outline
Red - Existing Equipment (No Mans Land)
Green - Water Storage Tanks
Blue - Conex Boxes and Belt Press
Hatched Blue - Door Swing Out
Brown - Transfer Pump Skids and Pre Filtration



PROPRIETARY AND CONFIDENTIAL
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ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF VORTEX CHC IS PROHIBITED.

SIGN OFF:		UNLESS OTHERWISE SPECIFIED:		NAME	DATE
		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ±	DRAWN	RLR	01-07-2026
			CHECKED	GM	01-07-2026
			ENG APPR.	CAS	01-07-2026
			MFG APPR.		
		INTERPRET GEOMETRIC TOLERANCING PER:	Q.A.		
		MATERIAL	COMMENTS:		
NEXT ASSY	USED ON	FINISH			
APPLICATION		DO NOT SCALE DRAWING			

Vortex CHC
121 Interpark Dr. # 704
San Antonio, Texas

TITLE: CIP Manatee Site Layout

SIZE	DWG. NO.	REV
D		A

SCALE: 1:80	WEIGHT:	SHEET 1 OF 1

Property Record Card

Created at: https://www.manateepao.gov on February 3, 2026

Parcel ID:	567110051
Ownership:	MANATEE COUNTY
Owner Type:	UTILITIES
Mailing Address:	MANATEE COUNTY, P O BOX 1000, BRADENTON FL 34206
Situs Address:	3009 LENA RD, BRADENTON, FL 34211
Jurisdiction:	UNINCORPORATED MANATEE COUNTY
Tax District:	0310; EAST MANATEE FIRE RESCUE DISTRICT
Sec/Twp/Rge:	01-35S-18E
Neighborhood:	4619; MISC.AC SR 64 AND LENA RD
Parcel Type:	REAL PROPERTY
Parcel Created:	08/03/1994
Map Number:	5CN0
FEMA Value:	$2,036,680 as of January 1, 2025
Land Use:	8600; COUNTY
Land Size:	1,170.0000 Acres or 50,965,200 Square Feet
Building Area:	29,566 SqFt Under Roof / 24,170 SqFt Living or Business Area / 672 SqFt Residential Impervious Area
Living Units:	1
Commercial Bldgs:	6
Residential Bldgs:	1



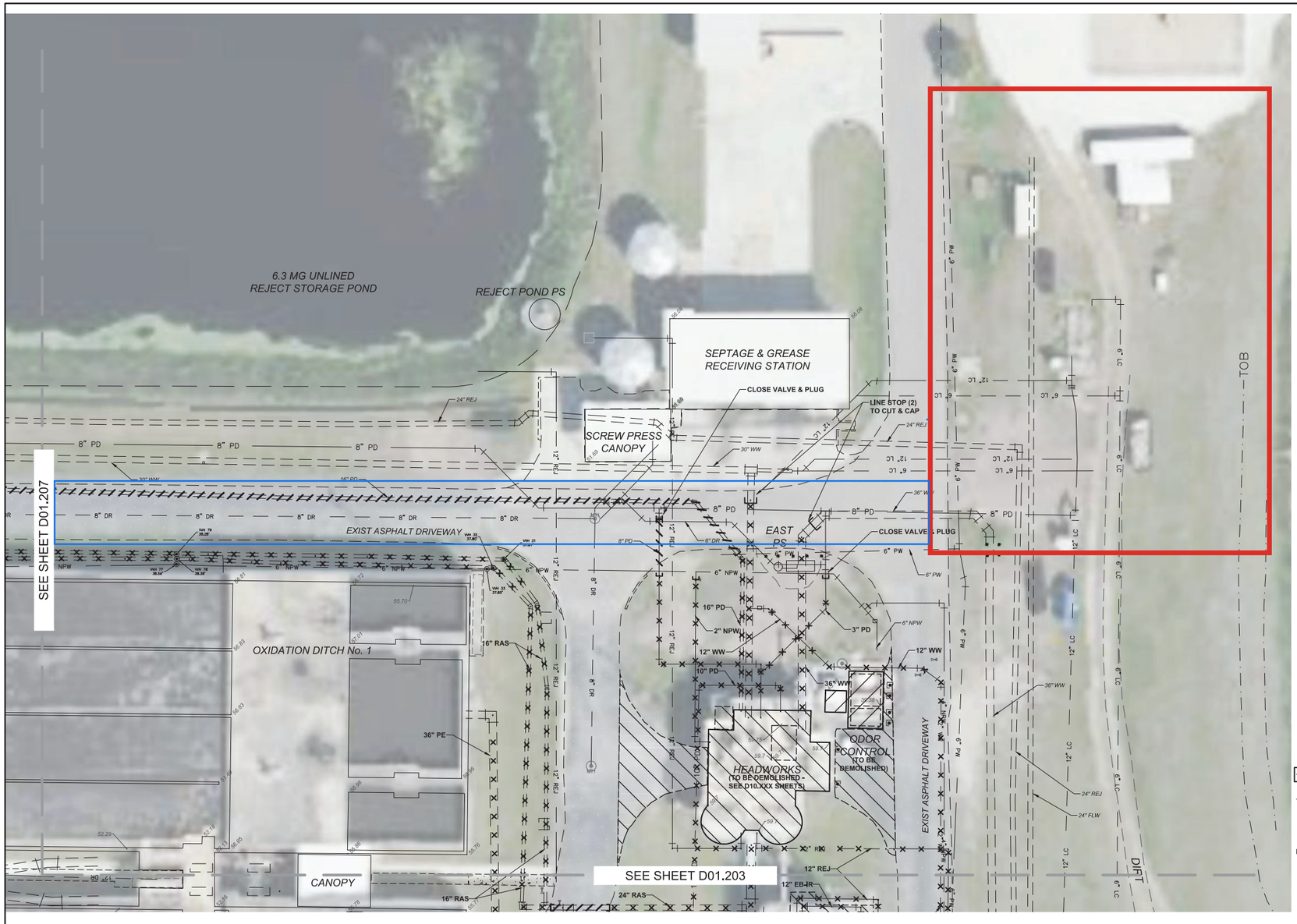
DESCRIPTION

PARCEL "A" (FORMERLY PARCEL A&B): THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO: THE N1/2 OF THE NW1/4 OF SEC 6, AND ALL OF SEC 31, TWN 34 S, RNG 19 E; LESS THAT PART OF SEC 31, LYING E OF A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, PARCEL "B": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THE PROPERTY; LESS THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6, LYING NLY OF A LN WHICH IS THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6 LYING ELY OF A LN WHICH IS PAR WITH & 1690 FT ELY OF THE E LN OF THE NW1/4 OF SD SEC 6 & ANY NLY OR SLY EXT THEREOF, ALSO THAT PART OF SEC 7, TWN 35 S, RNG 19 E LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THROUGH THE PROPERTY; PARCEL "C": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N LN OF SD SEC 6, & BOUNDED ON THE W BY THE E LN OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE S BY THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT ELY OF & PAR WITH THE E LN OF THE NW1/4 OF SD SEC 6, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N BY THE N LN OF SD SEC 31, & BOUNDED ON THE W BY A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE E BY A LN, WHICH LIES 300 FT ELY OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING ON THE N BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE W BY THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY THE S LN OF SEC 31, TWN 34 S, RNG 19 E, (ALSO BEING THE N LN OF SEC 6, TWN 35 S, RNG 19 E) & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT E OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E; PARCEL "D" (FORMERLY ADAMS PROPERTY): THE N1/2 OF THE NE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS ANY PORTION CONVEYED TO E & W COAST RAILWAY IN (DB 61 PG 547); SUBJECT TO R/W AGREEMENT REC IN (485/250) & SUBJECT TO EASMNT TO FPL CO REC IN (981/3999); PARCEL "E" (OLD GUN CLUB): S1/2 OF NE1/4 SUBJECT TO EASMNT AS DESC IN (485/242); PARCEL "F" (KNOWN AS WWTP): THE N 30 AC OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS THE W 330 FT OF FPL CO EASMNT, MORE PARTICULARLY DESC AS FOL: BEG AT THE NE COR OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E; TH N 89 DEG 31 MIN 38 SEC W, ALG THE N LN OF SD SE1/4, 2320.99 FT TO THE INT WITH THE E LN OF A 330 FT WIDE FPL CO EASMNT; TH S 00 DEG 19 MIN 24 SEC W, ALG SD E EASMNT LN, PAR TO THE W LN OF SD SE1/4 & 330 FT ELY THEREFROM, 562.92 FT; TH S 89 DEG 31 MIN 38 SEC E, PAR TO THE N LN OF SD SE1/4, 2321.97 FT TO THE INT WITH THE E LN OF SD SE1/4; TH N 00 DEG 13 MIN 25 SEC E, ALG SD E LN, 562.92 FT THE POB, BEING & LYING IN THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, CONT 30 AC M/L; PARCEL "G" (UNDEVELOPED PROPERTY): THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS 30 AC PREVIOUSLY CONVEYED TO MAN CO, REC IN (947/1386), SUBJECT TO FPL CO EASMNT AS DESC IN (1006/2513); "H": ALSO BEGING AT THE NE COR OF SEC 12, TWN 35 S, RNG 18 E, TH N 89 DEG 30 MIN 21 SEC W ALG THE SEC LN BETWEEN SECS 1&12, TWN 35 S, RNG 18 E, A DIST OF 2655.59 FT M/L TO A CONC MON ON THE W LN OF FPL TRANSMISSION LN EASMNT REC IN (1006/2513); TH S ALG THE W LN OF SD FPL CO EASMNT A DIST OF 2580 FT M/L TO THE C/L OF HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); TH NLY ALG THE C/L OF SD EASMNT A DIST OF 3000 FT M/L TO A CONC MON ON THE E LN OF SD SEC 12 & 989.94 FT M/L TO THE NW COR OF SEC 12; TH NLY ALG THE E LN OF SD SEC 12, A DIST OF 989.94 FT M/L TO THE POB; SUBJ TO HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); ALSO SUBJ TO ACCESS EASMNT REC IN OR 2749/3191. PI#5671.1005/1

Exhibit C-1

Access Easement Area

The following page illustrates the Access Easement Area, which may consist of one or more access corridors or depicted areas, within the Landfill and leading to the Project Site. Lessee's rights within the Access Easement Area are limited, nonexclusive, and solely for pedestrian and vehicular ingress, egress, and access to and from the Project Site by means of the existing roadway and only to the extent necessary, as determined by County in its reasonable discretion, for Lessee's performance of the Performance Contract and Lessee's Operations. Lessee's use of the Access Easement Area shall remain subject and subordinate at all times to County's ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, and use of the Landfill, County's reserved rights of access, inspection, oversight, traffic control, temporary closure, rerouting, relocation, and emergency response, and County's safety, security, traffic, operational, and environmental requirements, as determined by County. Lessee shall not obstruct, damage, alter, improve, or expand any roadway or other portion of the Access Easement Area, park or store vehicles, equipment, materials, or supplies thereon, or interfere with County's operations at the Landfill, except as expressly authorized in advance by County in writing. County may temporarily or permanently restrict, reroute, suspend, relocate, modify, condition, or control access through the Access Easement Area as County determines necessary or appropriate for Landfill operations, public health or safety, regulatory compliance, maintenance, emergency response, protection of persons or property, environmental protection, or any other governmental, regulatory, operational, public, or environmental purpose. No such County action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations shall constitute interference with Lessee's access rights, breach of this Lease, or give rise to any liability of County. County may, but shall not be obligated to, provide alternate access to the Project Site when practicable and when doing so does not impair County's operations, regulatory obligations, public duties, or environmental responsibilities.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL A. CHIAVAROLI ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCHEL A. CHIAVAROLI P.E. No. 56335

Jacobs

McKIM&CREED
1365 Hamlet Avenue
Clearwater, Florida 33756-3331
Phone: (727) 442-7196, Fax: (727) 461-3827
CA Lic. No. 29588
www.mckimcreed.com

Manatee County FLORIDA

UTILITIES DEPARTMENT
4410 66th Street West
Bradenton, Florida 34210
(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

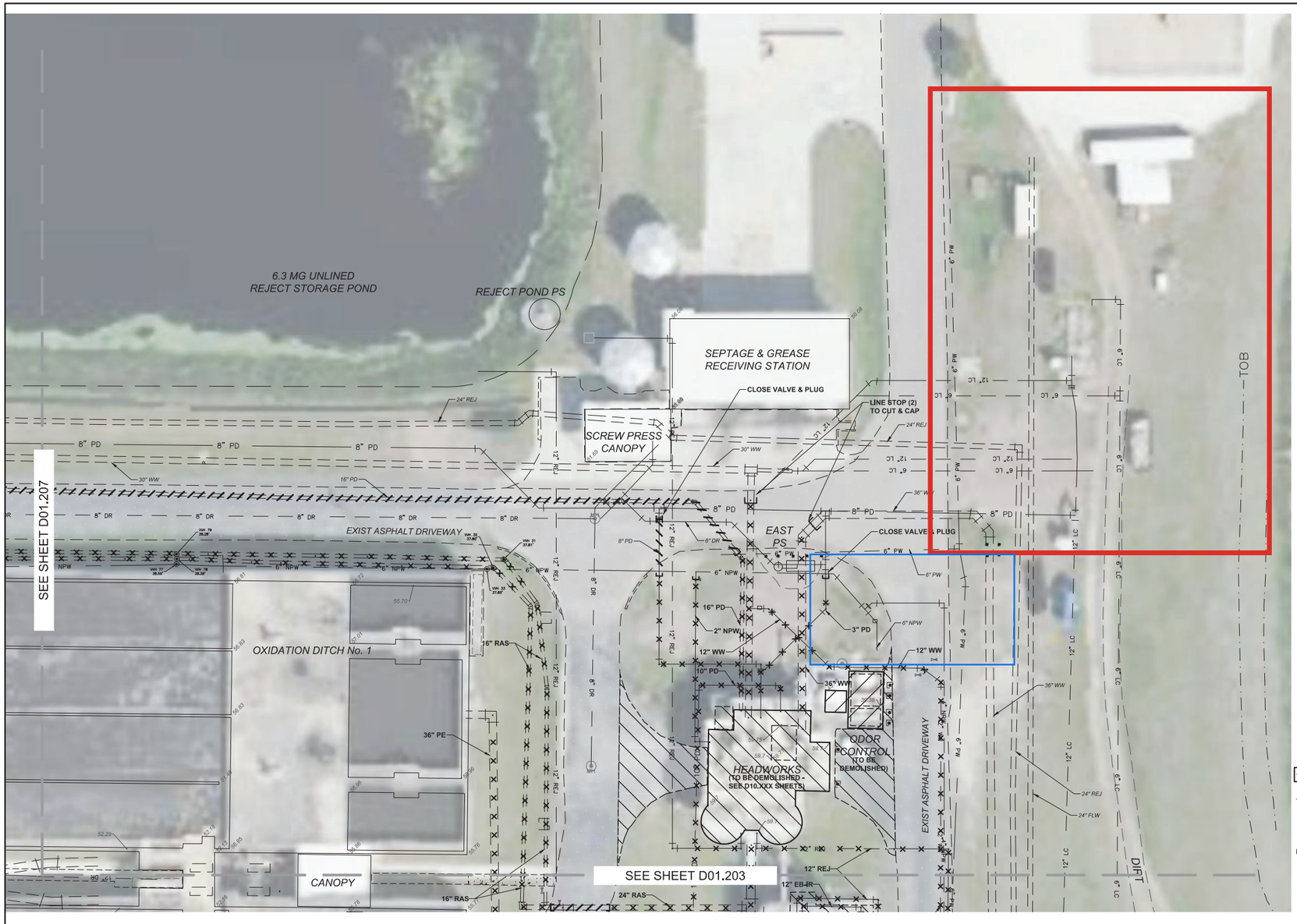
STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

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Exhibit C-2

Pipeline Easement Area

The following page illustrates the Pipeline Easement Area within the Landfill and leading to the Project Site.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

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(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

C:\USERS\JKELLY\DC\ACCDOCS\MCKIM & CREED, INC-\01024-0195_MANATEE_SEWRF_CAP_IMP\PROJECT FILES\01-DESIGN\MCKIM_CREED\01-ACAD\04-SHEETS\42-DEMO\D01.2 - DEMO PLAN.DWG 06/26/2024 14:19:28 JOHN KELLY

Exhibit C-3

Electric Easement Area

[TO BE PROVIDED BY FPL AND APPROVED BY COUNTY IN WRITING UPON FINAL PROJECT APPROVAL; NO ELECTRIC EASEMENT AREA SHALL BE DEFINED, EFFECTIVE, OR ENFORCEABLE UNLESS AND UNTIL INCORPORATED INTO THIS LEASE BY A WRITTEN AMENDMENT APPROVED BY COUNTY. NO FPL DESCRIPTION, UTILITY REQUIREMENT, PROJECT DOCUMENT, OR PERFORMANCE CONTRACT PROVISION SHALL EXPAND OR DEFINE THE ELECTRIC EASEMENT AREA ABSENT SUCH AMENDMENT.]

EXHIBIT D

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental Entity, and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____
Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____
Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT E

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. I hereby attest that:
    a. Entity is not owned by the government of a foreign country of concern;
    b. No government of a foreign country of concern has a controlling interest in Entity; and
    c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

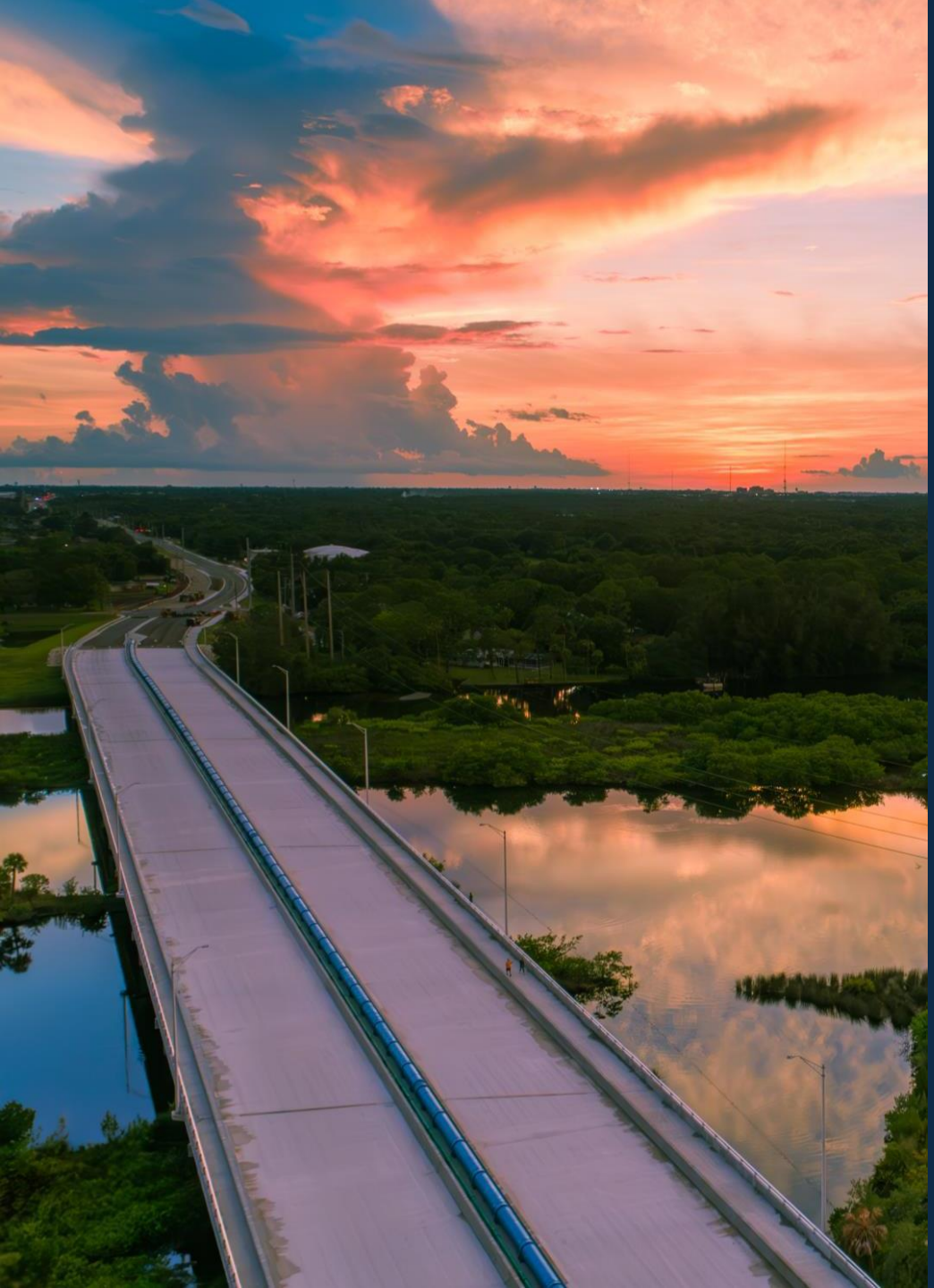
Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of
☐ physical presence or
☐ online notarization
this _____ day of _____, 2026, by Mark Stout, who
☐ is personally known to me or
☐ has produced _____ as identification.
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____
Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



MANATEE COUNTY · PUBLIC UTILITIES

Project Wolf

From County Priority → Proven Pilot → **Deployment**

TODAY'S REQUESTED ACTION

Approval of the performance agreement and associated funding necessary to move Project Wolf into final deployment at the Lena Road Landfill.

This motion delivers the outcomes you set in your Strategic Plan. Approval today cements your legacy as innovators in environmental stewardship and infrastructure.

WHY WE ARE HERE

Delivering on BOC Strategic Plan

The Board told County staff what outcomes it wanted. The County went looking for a solution. That solution is now in front of you.

Manatee County Government Strategic Plan · *Adopted by the Board of County Commissioners, December 16, 2025*

THE BOARD'S DIRECTION

- **Reclaimed water & biosolids strategy**
- **Advanced wastewater treatment**
- **Future regulatory & capacity readiness**
- **PFAS & emerging contaminants**
- **Private-sector / economic partnership**

PROJECT WOLF DELIVERS

1.6 — **Reclaimed-water & biosolids management**

Advanced treatment that returns cleaner water to the County's reuse strategy.

GOAL ACCOMPLISHED

2.1 — **Advanced wastewater treatment (AWT) strategy**

A validated AWT solution for future regulatory and capacity needs.

GOAL ACCOMPLISHED

4.3 — **PFAS, microconstituents & emerging contaminants**

Proven >90% PFAS/PFOA reduction on the County's own water.

GOAL ACCOMPLISHED

Goal 3 Efficiency & fiscal stewardship · **Goal 5 Economic development & partnerships** — advanced through privately financed infrastructure and a public/private partnership.

THE PROBLEM

Turning a Liability Into a Resource

Landfill Leachate & Biosolids effluent are the most difficult waste streams sent through County treatment. These effluents consume capacity and increase cost to facility operations. Project Wolf treats these effluents separately and produces reuseable reclaim water.



Difficult waste stream

Landfill leachate burdens County infrastructure

→



Treat separately

On-site advanced treatment at the landfill

→



Cleaner water

Treated to defined reuse / discharge quality

→



Less treatment burden

Capacity freed at existing County plants

→



Reuse · capacity · opportunity

Reclaimed water and future economic value

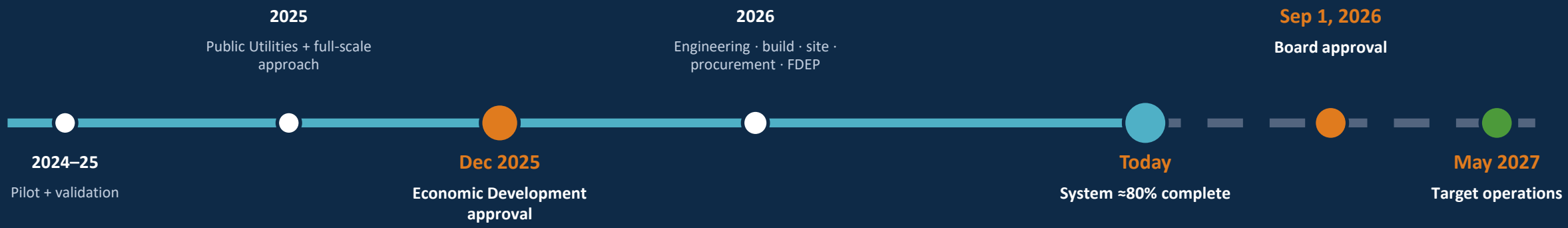
Take something that costs the County money and turn it into additional capacity, cleaner water, and potential future revenue.

THE ROADMAP

From Validated Pilot to a Real Project

Two years of testing, approvals, engineering, construction and coordination are already behind us.

Complete Remaining



- Engineering
- System manufacturing
- Site survey
- Geotechnical
- FPL coordination
- Site planning
- Permitting
- Procurement
- FDEP engagement

We are ready for deployment.

VALHALLA

ADVANCED WASTEWATER TREATMENT SYSTEM

CIP SOLUTIONS

VIKING PROJECT TIMELINE

From Board Approval to Operational Start

1 → 2 → 3 → 4 → 5 → 6 → 7

1 — SEPTEMBER 1, 2026



BOARD APPROVAL

Board authorization to proceed with project execution.

2 — SEPTEMBER 1 – OCTOBER 15, 2026



ENGINEERING & PERMIT DEVELOPMENT

McKim & Creed resumes detailed engineering, prepares permit packages, finalizes construction drawings, and coordinates utility requirements with FPL.

3 — OCTOBER 16 – DECEMBER 16, 2026



REGULATORY REVIEW & UTILITY COORDINATION

Permit applications under agency review while FPL engineering, electrical design, and service coordination progress in parallel.

4 — JANUARY 1 – FEBRUARY 28, 2027



SITE PREPARATION

Civil work including grading, foundations, containment, underground utilities, piping tie-ins, and electrical infrastructure.

5 — MARCH 1 – MARCH 31, 2027



EQUIPMENT INSTALLATION

Mobilization, equipment placement, piping, electrical connections, and mechanical completion.

6 — APRIL 1 – APRIL 30, 2027



COMMISSIONING, TESTING & TRAINING

System startup, optimization, operator training, performance testing, and final acceptance.

7 — MAY 1, 2027



OPERATIONAL START

Treatment facility begins full-scale operations.

The treatment equipment has been manufactured. The project is now advancing through the final steps for deployment — permitting, utility coordination, site construction, installation, testing, and commissioning — the critical path to safe, compliant, and reliable operation.

PLANNED
Purposeful planning from day one.

COORDINATED
Aligned teams and partners moving forward together.

COMPLIANT
Meeting all regulatory and safety requirements.

READY TO OPERATE
Delivering a reliable system built for long-term success.

WHAT IS BUILT

Project Wolf Equipment & Infrastructure – Ready to Launch







≈80% of the system is complete

- Equipment physically in Manatee County
- Site survey & geotechnical investigation completed
- Manatee County Development Services — Phase One completed
- Engineering substantially advanced
- FPL coordination underway
- Permitting / site package advanced
- Procurement process completed

The treatment equipment has been manufactured; the project is advancing through the remaining steps required for deployment. Commissioners are welcome to see it in person.

WHY NOW

Florida Is Moving in the Same Direction

At the 2026 Air & Water Management Conference, FDEP Secretary Alexis Lambert framed the State's priorities:

> ***Environmental stewardship and economic growth, hand in hand.***

> ***Local governments must pilot innovative technologies — and partner with businesses.***

> ***Develop innovative technologies for beneficial reuse and water reclamation.***

> ***Redefine, reimagine and repurpose existing waste streams.***

— FDEP Secretary Alexis Lambert, 2026 Air & Water Management Conference (keynote remarks)

Reflects keynote remarks; not a formal FDEP endorsement of Project Wolf.

Manatee County is already leading - because you demanded it.

MANATEE COUNTY HAS ALREADY DONE EACH OF THESE

- **Pilot innovative technology** — 2024–2025 pilot on County water
- **Partner with business** — Manatee County + CIP Solutions
- **Beneficial reuse** — Core objective of the project
- **Repurpose waste streams** — Leachate → treated water & resource
- **Environmental + economic value** — Capacity, reuse & potential regional revenue

Secretary Lambert also highlighted innovation at Manatee County's landfill Waste-to-Energy initiative.

WHY NOW

We Validated the Solution While the Rules Are Moving

Florida HB 1019

Florida is increasing PFAS monitoring and accountability for wastewater and biosolids — the direction of travel is clear.

FDEP

CIP Solutions has already discussed the technology and pilot data with FDEP personnel. Permitting will not be their first exposure to it.

Manatee County

The County Utilities Department and CIP Solutions partnered to validate an innovative technology solution for biosolids and leachate in advance of future legislation.

Manatee County has positioned itself to act proactively by validating a solution ahead of evolving regulatory requirements.

THE BENEFIT

Increased Reclaimed & Reuse Water for Manatee County Citizens

More reclaimed & reuse water

Supports reclaimed and reuse water availability for existing Manatee County residents.

More capacity

Removes a difficult load from existing wastewater infrastructure.

Better use of infrastructure

Improves efficiency and can help defer larger capital needs.

Regulatory readiness

Positions the County ahead of emerging PFAS and contaminant rules.

Economic opportunity

Future potential to accept qualified outside streams for a fee — a regional asset.

Your leadership delivers cleaner water and capacity relief for existing residents - today.

300,000 GPD initial treatment capacity with a future pathway toward **1 MGD** of reclaimed & reuse water.

THE FULL CIRCLE

From Strategic Plan to Results

Advanced wastewater treatment — DELIVERED
Strategic objective 2.1

Reclaimed water / biosolids strategy — DELIVERED
Strategic objective 1.6

PFAS / emerging-contaminant readiness — DELIVERED
Strategic objective 4.3

Public/private innovation & investment — DELIVERED
Goals 3 & 5

The County set the direction. → The solution was tested. → The project was built. → The next step is deployment.

From your Strategic Plan to real results – Project Wolf is your innovation, delivered.

Target Operations

May 2027

Preliminary Financial Structure

The project is privately financed for capital and structured as a County operating investment under a performance agreement. Figures are preliminary and subject to final rate analysis, legal / budget review and Board approval.

Estimated annual sources

Solid Waste Utility	**$3,790,000**
Renewable Natural Gas revenue	**$400,000**
Wastewater avoided treatment costs	**$70,000**
Available PFAS-related settlement proceeds	**$240,000**

Total estimated annual contract ≈ $4.2M–$4.5M

CIP Solutions Private Capital

CIP Solutions privately finances the treatment-system design, permitting, construction and equipment, limiting the County's upfront capital exposure.

County investment

An operating investment under a performance-based service agreement, not a capital purchase.

Rate consideration

A monthly solid-waste charge of ≈ $2.75 could be considered, subject to final rate analysis and Board direction.

Board control

Final agreement, funding, rate impacts and material terms remain subject to Board approval.

APPENDIX

Backup Detail for Commissioner Questions

Implementation timeline · before/after samples · procurement · FDEP engagement · treatment process · pilot results · PFAS & Florida HB 1019 · Strategic Plan · financial structure · reclaimed-water pathway · scale · equipment · FAQ

THE VALUE PROPOSITION

No Risk, High Reward Project

The County is not funding an untested technology — and development risk is limited, because that work is already done.

LOW COUNTY RISK

- Proven through pilot testing on Manatee County water
- Treatment equipment already manufactured
- CIP Solutions provides the treatment-system capital
- Performance-based agreement
- Project & permitting pathway substantially developed
- County retains contractual / performance protections

HIGH PUBLIC REWARD

- Increased reclaimed & reuse water
- Frees capacity within existing wastewater infrastructure
- Reduces the burden of untreated landfill leachate
- Positions Manatee County ahead of emerging contaminant requirements
- Creates a pathway toward approximately 1 MGD
- Creates future regional / economic opportunities

Validated technology. Private capital. Measurable performance. Public benefit.

THE HISTORY

Strategic Plan Implemented – Goals Achieved



2024

Pilot testing begins

Manatee County and CIP Solutions begin pilot testing — at no cost to the County, using the County's actual water.



2024–2025

Testing & validation

Testing continues, data is collected, and the treatment approach is validated.



2025

Full-scale concept

Results taken to Public Utilities; treatment process, capacity and integration developed.



Dec 2025

Economic Development approval

A major County milestone — the project moves from testing into development.

The pilot was designed to prove the concept on Manatee County leachate & biosolids effluent under actual operating conditions — not laboratory theory.

APPENDIX

Before & After: The Water Tells the Story

The clearest way to show what the system does is the actual leachate sample beside the treated-water sample. Insert real sample photos here before the meeting.

BEFORE



[Insert raw landfill leachate photo]

Raw landfill leachate

AFTER



[Insert treated water photo]

Treated water

APPENDIX

Procurement Path

The project advanced through a complete County development and procurement process following successful pilot validation.

1. Pilot validated the solution
2. Public Utilities review of pilot operations & data
3. Economic Development process — approved December 2025
4. Manatee County Development Services — Phase One process (January–May 2026)
5. Engineering & site due diligence
6. **Public procurement opportunity posted to the market**
7. **Market given the opportunity to respond**
8. **No responsive competing proposal received**
9. **Sole-source / open-market process completed**

Exact posting dates and determination to be confirmed with Procurement / County Attorney.

APPENDIX

Parallel FDEP Engagement

CIP Solutions has proactively introduced the Valhalla AWT Manatee County Project, technology, and pilot results to FDEP — supporting a soft landing into the permitting process and a more informed, coordinated path forward.



Who

Meetings with FDEP personnel including John Coates and Tim Barr, and relevant FDEP technical teams.



What

The Valhalla AWT technology, pilot results, and the anticipated permitting pathway.



Why it matters

Early regulator familiarity with the technology, project, and pilot data helps create a more informed and coordinated permitting process.

FDEP engagement is coordination and does not constitute formal approval or permitting of Project Wolf.

APPENDIX

How the System Works

Pretreat
Condition & stabilize high-strength streams

Separate
Separate ammonia, organics & volatile constituents

Capture
Remove solids, metals & PFAS-bearing residuals

Polish
Produce water for defined reuse / discharge

Reuse
Route to the approved pathway



The Valhalla system uses controlled hydrodynamic cavitation (CHC) within a modular treatment train.

The final agreement should define:

- Influent and effluent (treatment) standards
- Testing, reporting and chain-of-custody for residuals
- Payments and remedies tied to measurable performance
- Flexibility for future upgrades as regulations evolve

APPENDIX

Pilot Performance & Treatment Criteria

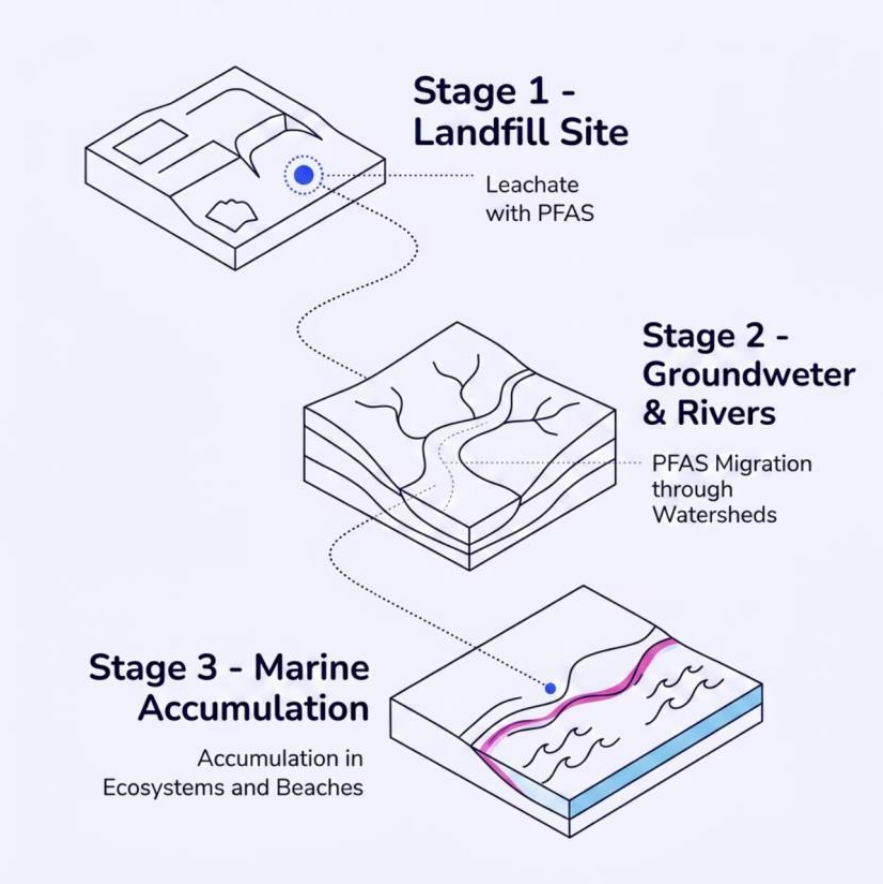
Pilot testing on Manatee County water reported reclaimed-water quality results and PFAS/PFOA reductions greater than 90%. Family-specific permitting determines final targets.

Primary & secondary	Reuse / reclaimed	Reuse / recharge	AWT criteria
Meets primary & secondary drinking-water quality standards; supports high-purity effluent and advanced polishing.	Achieves reuse / reclaimed water standards for land application; supports irrigation and non-potable offsets.	Meets recharge-quality requirements for injection and aquifer support where permitted.	Consistently meets or exceeds AWT standards — CBOD 5 mg/L, TSS 3 mg/L, TN 3 mg/L, TP 1 mg/L.

Pilot benchmarks reflect performance during pilot operations; final permitted criteria confirmed through FDEP permitting.

APPENDIX

PFAS & Florida HB 1019 — in Plain English



What PFAS is

"Forever chemicals" that persist in the environment and can move from leachate into groundwater, rivers and coastal systems.

What was tested

The pilot demonstrated PFAS/PFOA reductions greater than 90% on Manatee County's own water streams.

Why Florida HB 1019 matters

Florida is increasing PFAS monitoring and accountability for wastewater and biosolids. The significance is direction of travel — not a mandate to build this specific project.

The policy question

Act proactively after already validating a solution, or wait until requirements become more restrictive?

APPENDIX

Strategic Plan — County Language

Manatee County Government Strategic Plan · *Adopted by the Board of County Commissioners — December 16, 2025*

1.6	"Develop a comprehensive master plan to guide reclaimed water and biosolids management strategies."
2.1	"Improve resiliency and capacity of … utility infrastructure …" — Utilities action: "develop an advanced wastewater treatment (AWT) strategy to meet future regulatory and capacity needs."
4.3	"Enhance environmental regulation, monitoring, and public education …" — Utilities actions include "PFAS, microconstituents & emerging contaminants."
Goal 3	Government Efficiency, Transparency & Fiscal Stewardship — "use technology to be more efficient, save money, and stay open with the public."
Goal 5	Economic & Tourism Development — "grow our economy … working better with our regional partners."

APPENDIX

Reclaimed-Water Pathway

Initial operating period

- Treated water may initially return to the plant while reclaimed-water permitting is completed
- Even then, the plant receives much cleaner water instead of untreated leachate
- Immediate operational benefit from reduced contaminant load

After reuse / permitting modifications

- Treated water supports the County's reclaimed-water strategy
- Provides both biological (load) and hydraulic (flow) relief
- More usable reclaimed water for existing residents and community needs

The reuse focus is on serving existing Manatee County residents and community needs.

APPENDIX

Scale & Future Regional Opportunity

PHASED CAPACITY VISION

300,000 GPD

Initial treatment capacity

Future pathway toward 1 MGD of reclaimed & reuse water.

Regional leachate hub

Potential to accept qualified outside leachate for a fee, subject to permitted capacity.

Reuse pathways

Expanded treatment could increase reclaimed-water availability where permitted.

Grant / loan readiness

A documented regional environmental project may strengthen funding competitiveness.

Utility structure

Future rate, utility-district or enterprise options can be evaluated later.

Regional revenue is a potential future opportunity, not guaranteed revenue.

APPENDIX

The System — Built for Manatee County



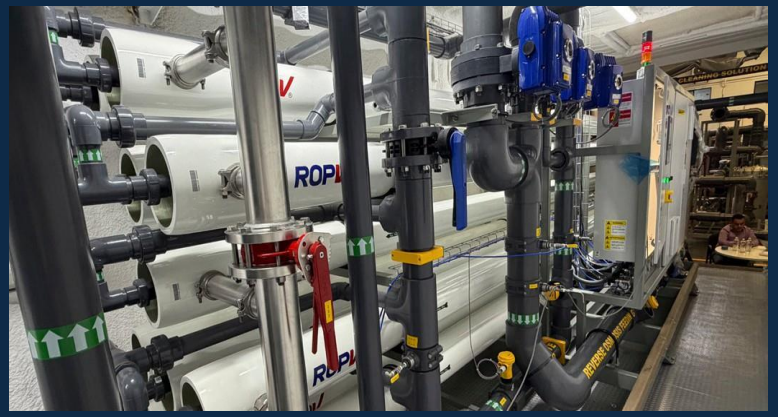
GAC & media — interior



Completed container — exterior



CHC / treatment — interior



Process piping



Membrane / polishing skid



Full system layout (render)

APPENDIX

Anticipated Commissioner Questions

Q Why now?

Project Wolf advances the Board of County Commissioners adopted Strategic Plan while positioning Manatee County alongside current legislative requirements and ahead of anticipated future regulation.

Q Why this technology?

This is the only technology proven on Manatee County's actual biosolids and leachate streams, tested under the County's real operating conditions. The full-scale system is designed to manage 100% of the County's current applicable treatment volume.

Q Is this required today?

No. Florida HB 1019 is a legislative precursor to anticipated future regulation. Project Wolf delivers operational value today — addressing a challenging treatment stream, improving efficiency, and strengthening long-term reclaimed & reuse water resiliency — with no capital investment required from the County.

Q Did anyone else bid?

The opportunity was posted to the market; no responsive competing proposal was received.

Q What happens to treated water initially?

It may return to the plant while reuse permitting is completed — reduces the treatment burden on existing facility.

Q What does the County pay for?

An operating investment under a performance agreement; CIP Solutions finances the treatment-system capital.

Q Is this potable drinking water?

No — treated water is routed to defined reuse / discharge pathways, subject to permitting.

Q What if the BOCC does not approve?

The primary risk is lost opportunity — delaying a public-private partnership, forfeiting the time value of the investment and development work already completed, potentially recreating future design and procurement costs, delaying infrastructure-efficiency improvements, and postponing a long-term reclaimed & reuse water solution.

OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY
Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY
Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY
Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS
Douglas E. Polk
Camilo A. Soto
Whittni M. Hodges
Deanne C. Fields
Katherine H. Welch
Rebecca E. Waterman
Jared M. Monahan
Kristina H. Snyderman

MEMORANDUM

DATE: July 23, 2026

TO: Aimee Johnson, Economic Development Manager, Government Relations Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 07/22/2026*

FROM: Kristina H. Snyderman on behalf of Rebecca E. Waterman, Assistant County Attorney *Approved by KHS 07/23/2026*

RE: Project Wolf (Phase II of Project Viking); RLS No. 25/26-0369

Issue Presented:
In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review for legal sufficiency a Performance Contract for Landfill Leachate and Biosolids Filtrate Treatment Services, inclusive of its exhibits and schedules (Agreement) between Chemical Injection Partners Florida, LLC d/b/a CIP Solutions (CIP Solutions) and Manatee County (County).

Brief Answer:
The Agreement is not legally sufficient to be presented to the Board for its review and consideration. Staff should make the appropriate edits based on the advice contained herein and attached and resubmit an updated contract and associated Board documents to the CAO for legal review.

*Florida Bar Board Certified in City, County and Local Government Law

Recommendation:

The CAO recommends that staff request that the Director of Utilities and the County Surveyor (both copied) review the Agreement and exhibits. It appears that CIP Solutions is proposing to construct buildings over existing County pipes. The interplay between the existing County pipes and the leasehold is nuanced, and it is concerning that the Agreement appears to be silent as to County access for maintenance or repair of said pipes, nor is there sufficient language to protect the County in the event that CIP Solutions disrupts the County's pipes.

Background:

This matter was originally submitted to the CAO as Project Viking, RLS No. 25/26-0310. During the CAO's review of RLS No. 25/26-0310, it was discovered that Procurement was never consulted and the proposed transaction had not gone through the required procurement process. The CAO closed RLS No. 25/26-0310 on May 7, 2026. On May 15, 2026, the CAO provided staff a comprehensive email detailing the steps that needed to be taken before the matter would be appropriate for legal review. Despite the fact that action items remained outstanding before the submission of the RLS at hand, the CAO accepted the RLS submission and assigned it RLS No. 25/26-0369.

Staff indicated on the RLS Submission Form that the time consideration for this matter was critical/urgent (meaning, requires the CAO's immediate attention because County team members need a response from the CAO in 15 working days or less or the County will suffer some adverse result or consequence), with the explanation that "[t]his pilot is now at the stage of needing a go/no go decision by August 2026. If not 7/28, the business is asking for a date certain." Subsequently, staff has advised that the matter is no longer critical/urgent because this Agreement will not be presented to the Board until Fall or Winter 2026.

In its RLS submission, staff neglected to provide items as requested by the CAO, specifically, the original unsolicited proposal from CIP Solutions and all supporting documents for the presentation of the Agreement to the Board. The RLS Submission Form did not list any code provisions, laws, ordinances, policies, procedures, regulations, resolutions, rules, or statutes that may be pertinent or worthy of consultation/consideration.

The RLS Submission Form purports that the Procurement Division has reviewed the relevant information specifically pertaining to the sole source request; however, the Purchasing Official advised that Government Relations staff did not request formal review of the documents by the Procurement Division, and, thus, Procurement did not provide

comments or edits on the documents or Agreement. It appears that any Procurement-related recommendations were limited to the procurement process, rather than a review of the Agreement or the proposed transaction from a business or operational standpoint.

Discussion:

As a preliminary matter, on the RLS Submission Form, staff stated that the Agreement is "an extension of the current agreement between CIP Partners and Manatee County". The current agreement that staff references is a funding agreement for economic development incentives emanating from Resolution R-25-225[1]. In that one-year agreement, the County agreed to pay up to $10,000 in economic development incentives to CIP Solutions if CIP Solutions expanded its facility and created jobs in Manatee County. The Agreement at hand is completely different. The Agreement is a multi-year, multi-million dollar performance contract and lease, outlining the terms and conditions for CIP Solutions to design, permit, construct, and operate a wastewater treatment system to treat landfill leachate and biosolids filtrate at the Lena Road Landfill, transmit wastewater to the County's wastewater treatment system, gain site and access rights, and commit the parties to certain pricing and volume requirements.

In its RLS submission, staff asserted:

> Because Project Wolf involves PFAS treatment, landfill waste streams, reclaimed water, and potential environmental and regulatory considerations, legal review is requested for form, legal sufficiency, risk allocation, indemnification, insurance, regulatory compliance, performance obligations, testing and reporting requirements, termination rights, and any other provisions the County Attorney's office deems necessary to protect the County's interests.

The request, as drafted, is not appropriate because it effectively asks the CAO to identify, develop, and evaluate the substantive business, engineering, environmental, operational, regulatory, and technical requirements that should be included in the Agreement. Those matters are the responsibility of County Administration and the respective department staff managing and overseeing any particular project or transaction and its subject matter experts, who possess the technical expertise necessary to determine the County's acceptable risk tolerances, operational objectives, performance expectations and regulatory obligations.

[1] As we have previously expressed to the Economic Development and Government Relations teams, staff should immediately cease using the form funding agreement and submit an RLS for CAO review.

The CAO reviews agreements for legal form and sufficiency based upon the business terms, policy decisions, and technical requirements provided by County Administration. While legal review necessarily includes evaluating legal provisions such as enforceability, indemnification, insurance, remedies and risk allocation, the CAO cannot independently determine what environmental safeguards, performance standards, reporting requirements, regulatory compliance obligations or testing protocols should be included in a contract.

Similarly, it is not reasonable to expect the CAO to identify “any other provisions” it believes should be added because the CAO is not privy to the County’s desired business expectations, operational objectives, project goals, or the particular interests staff believes should be protected or safeguarded through the Agreement. Those determinations are appropriately made by staff and its subject matter experts. Should staff identify particular concerns regarding the proposed transaction or its business terms and wish to discuss contractual mechanisms to address those concerns, allocate risk, or otherwise protect the County’s interests, staff should schedule a meeting with the CAO. The CAO can then work collaboratively with staff to evaluate available legal options, identify legal risks, review the proposed provisions for legal sufficiency, and recommend revisions to help protect the County's legal interests.

Thus, the CAO’s review does not include any examination of the business terms, as the CAO must presuppose that staff has carefully examined those from a business standpoint, understands them, and is prepared to comply with all obligations and responsibilities from an operational standpoint. Additionally, the CAO presumes that staff has conducted the necessary and appropriate due diligence such that staff is comfortable that there are no encumbrances or other impediments that would interfere with the County’s plans and intended use of the Lena Landfill, nor responsibilities that the County is not willing to undertake should the County proceed with the transaction as proposed. For its review, the CAO trusts that staff understands the business deal, including the timing and intricacies of this complex transaction, which pose myriad business, operational, and policy issues that are not without risk to the County. The CAO has not performed any analysis or consideration of budgeting, financial, or funding issues that may be implicated, as those are outside the scope of legal review and this RLS. I note only that the Agreement’s terms are multifaceted and deserve careful consideration.

As currently drafted, the Agreement contains no termination for convenience rights, has automatic renewal options that will bind the County for five (5) years at a time, and does not have a set expiration date. While all of those are legally sufficient, it is not without risk to the County. For example, there are no protections for the County if the County’s

population were to substantially decrease, the County starts funneling its trash to another landfill, or advances in waste management technologies create less leachate. Additionally, the Scope of Work seems to be missing several important business terms that would protect the County and provide clarity as to CIP Solutions' obligations, such as a clearer sampling schedule. Finally, the Agreement is devoid of any audit terms to protect the County.

Finally, the CAO must presume that staff has carefully reviewed all of the terms and assertions in the Agreement and that the Agreement is factually accurate. The Agreement appears to contain several incorrect internal and external references. Staff is responsible for identifying and editing all references to ensure accuracy.

I have limited my review to identifying legal issues that could give rise to claim or case against the County. Staff has not identified any particular clauses or provisions that are believed to be questionable or legally concerning. Attached are annotated and redlined copies of the Agreement. Exhibits B, C-1, C-2, and C-3 are not legally sufficient and should be reviewed by the County's Surveyor. For example, Exhibit B, Project Site, appears to include existing County buildings. It does not appear that staff intends to lease County buildings to CIP Solutions as part of the Project Site. If the County buildings are intended to be included in the Project Site, additional business and legal terms must be negotiated and included in the Agreement. While the CAO defers to the County Surveyor on the following topic, it is generally accepted that surveys, sketches, and legal descriptions should be used in all exhibits.

Conclusion:
The Agreement is not legally sufficient to be presented to the Board for review and consideration. Staff should carefully review this RLS Response Memo, the comments and redline edits on the Agreement, intelligently update the Agreement, and resubmit to the CAO for legal review. Except as otherwise indicated, I have not reviewed or revised the Agreement for thoroughness, accuracy, typographical errors, or ADA accessibility. I express no opinion as to the business judgment or policy decision of entering into this Agreement. This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Attachments:
Performance Contract for Landfill Leachate and Biosolids Filtrate Treatment Services

Copies with attachment to:

Charlie Bishop, County Administrator, County Administration
Bryan Parnell, Deputy County Administrator, County Administration
Corey Stutte, Deputy County Administrator, County Administration
Stephanie Garrison, Director, Government Relations Department
Claudia Campos, Interim Chief Financial Officer, Financial Management Department
Cary Knight, Director, Property Management Department
Patrick Shea, Director, Utilities Department
Brent Sargent, Purchasing Official, Financial Management Department
Danny Swain, County Surveyor, Property Management Department

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PERFORMANCE CONTRACT
FOR
LANDFILL LEACHATE AND BIOSOLIDS FILTRATE TREATMENT SERVICES

By and Between

Chemical Injection Partners Florida, LLC d/b/a CIP Solutions

and

Manatee County

_____, 2026

PERFORMANCE CONTRACT
FOR
LANDFILL LEACHATE AND BIOSOLIDS FILTRATE TREATMENT SERVICES

This **PERFORMANCE CONTRACT FOR SERVICES** ("Performance Contract") is made by and between MANATEE COUNTY, a political subdivision of the State of Florida ("County"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and CHEMICAL INJECTION PARTNERS FLORIDA, LLC, a Florida limited liability company d/b/a CIP Solutions (**"**CIP Solutions") with offices located at 6230 University Parkway, Suite 201, Lakewood Ranch, Florida 34240. County and CIP Solutions are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County owns and operates the Lena Road Landfill and the Southeast Water Reclamation Facility (SEWRF), which generates Landfill Leachate and Biosolids Filtrate (all defined below); and

WHEREAS, CIP Solutions has conducted a pilot study for a scalable, energy-efficient, non-chemical wastewater treatment system to process and treat Landfill Leachate and Biosolids Filtrate (the "**Project**"); and

WHEREAS, the Project serves a valid public purpose by providing a scalable, energy-efficient, non-chemical wastewater treatment system to process Landfill Leachate and Biosolids Filtrate; and

WHEREAS, the Board of Commissioners of Manatee County, Florida ("Board") hereby finds that it is in the best interest of the County to enter into the Performance Agreement, that CIP Solutions is the highest and best bidder for the Project (as defined below), and the Project is the highest and best use of the Project Site (as defined below); and

WHEREAS, the Parties wish to enter into this Performance Contract whereby CIP Solutions will design, permit, construct and operate the Project and the County will compensate CIP Solutions for the treatment of Landfill Leachate and Biosolids Filtrate, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

Commented [A1]: This should mirror the title.

Deleted: this ___ day of _____, 2026 ("Effective Date"),

Commented [A3]: I confirmed with staff that the pilot study was Phase 1 and has already been performed.

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Commented [A4]: Project is defined here as something that has already occurred and in the definitions section as the topic of this Agreement. Staff to choose one definition and intelligently amend the document to accurately reflect the chosen definition.

Deleted: WHEREAS, pursuant to Section 125.045, Florida Statutes, and Resolution No. R-25-225, the County has approved a Funding Agreement with CIP Solutions to provide economic development incentives for the Project; and¶
¶
WHEREAS, the Project serves a valid public purpose by providing economic development activities within the meaning of Section 125.045, Florida Statutes; and¶

Commented [A6]: Here is one of many instances where, if the above definition of Project (as something that has already occurred) is used, this sentence does not make sense.

AGREEMENT

1. **CONTRACT DOCUMENTS**. The Recitals set forth above are incorporated by reference. In addition to the terms and conditions of this Performance Contract, the following schedules and exhibits hereto are incorporated into, and shall be deemed an integral part of, this Performance Contract; provided, for the avoidance of doubt, Schedule 1 will not include this Performance Contract or any schedule or exhibit not affixed respectively to it (other than definitions contained herein or therein and used in Schedule 1):

    Exhibit 1 – Anti-Human Trafficking Affidavit
    Exhibit 2 – Foreign Countries of Concern Affidavit
    Exhibit 3 – Scope of Work
    Exhibit 4 – Insurance Requirements
    Schedule 1 – Lease and Access Agreement
        Exhibit A – Landfill
        Exhibit B – Project Site
        Exhibit C-1 – Access Easement Area
        Exhibit C-2 – Pipeline Easement Area
        Exhibit C-3 – Electric Easement Area
        Exhibit D – Anti-Human Trafficking Affidavit
        Exhibit E – Foreign Countries of Concern Affidavit

    Terms not otherwise defined in this Performance Contract shall have the meaning ascribed to such terms in the schedules and exhibits referenced herein. In the event of any conflicting or cumulative rights and responsibilities between the Schedules and the main body of this Performance Contract, this Performance Contract shall take precedence and govern with respect to rights and responsibilities of the Parties.

2. **DEFINITIONS.** Each of the following initially capitalized terms as used herein shall have the following meanings:

    "Access Easement Area" means the nonexclusive easements on, over, across, and through that portion of the Landfill more particularly described on Exhibit C-1 of Schedule 1 for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon.

    "Applicable Law" or "Applicable Laws" means all applicable federal, state, and local laws, rules, regulations, and permits in effect at the time of determination, including common law and Environmental Laws. References to "Applicable Law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

Commented [A7]: Schedules and Exhibits do not appear to be defined.

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Commented [A8]: With Nicole for review.

Commented [A9]: Nicole to consider whether insurance requirements are necessary for the Lease and Access Agreement.

Commented [A10]: and definitions?

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Commented [A11]: The CAO suggests that an order of precedence be established for the definitions.

"Biosolids Filtrate" means the filtrate wastewater produced by wastewater drying operations at the Landfill.

"Business Day" means any day that is not a Saturday, Sunday, or holiday in the State of Florida.

"Commercial Operations Date" means the date the Project demonstrates that it has treated SEWRF Wastewater to the Minimum Treatment Standard.

"Connection Point" means the interconnection between the LCS and the Project.

"Contract Documents" mean this Performance Contract, its schedules, and exhibits referenced therein and attached to the Performance Contract.

"Contractor Personnel" means CIP Solutions and its agents, contractors, subcontractors of any tier, consultants, vendors and suppliers.

"Easement Area" means, collectively, the Access Easement Area, the Pipeline Easement Area, and the Electric Easement Area.

"Electric Easement Area" means that portion of the Landfill more particularly described on Exhibit C-3 of Schedule 1 for the purpose of installing, maintaining, and operating any equipment or facilities necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project, which shall be reimbursed by CIP Solutions pursuant to Section 2.5 of Exhibit 3, Scope of Work.

"Environmental Law" means any law, rule, or regulation relating to or imposing standards of conduct concerning pollution or protection of the environment, including the Comprehensive Environmental Response, Compensation, and Liability Act and the Superfund Amendments and Reauthorization Act of 1986 (codified in sections of 26 U.S.C., 33 U.S.C., and 42 U.S.C. Section 9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); the Clean Water Act (33 U.S.C. Section 1251 et seq.); the Clean Air Act (42 U.S.C. Section 7401 et seq.); the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Section 136 et seq.); and the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

Commented [A12]: If Project is used as defined in the Recitals, this date has already occurred. This will be my last note regarding that issue.

Commented [A13]: Staff to confirm.

Deleted: "Emergency Condition" means an imminent or current material threat to any person or property or the environment. ¶

Commented [A15]: I trust that staff has consulted with the County's subject matter experts and determined that this is an accurate and exhaustive list.

"Governmental Authority" means any federal, state, municipal, or local government entity, any court or judicial body, any regulatory or administrative body, any entity with the authority to act with the force of law, and any Person acting under color of the foregoing.

"Hazardous Substance" means, collectively, (a) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls, (b) any chemicals or other materials or substances that are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants," or words of similar import under any Environmental Law, and (c) any other chemical or other material or substance, exposure to which is now or hereafter regulated under any Environmental Law.

"Landfill" means the Lena Road Landfill located at 3333 Lena Road, Bradenton, Florida 34211 and more fully described in Exhibit A of Schedule 1 (Lease and Access Agreement).

"Landfill Leachate" means the leachate wastewater collected from the LCS.

"SEWRF Wastewater" means Landfill Leachate and Biosolids Filtrate that satisfies the Minimum Influent Standard and is delivered to the Project for treatment.

Commented [A16]: 1.Place in alphabetical order. 2.Staff must review the definitions of SEWRF Wastewater and Minimum Influent Standard (please see comment on Minimum Influent Standard).

"Leachate Collection System" or "LCS" means the Landfill Leachate collection and control system at the Landfill, including extraction wells, above- and below-grade pipelines and headers, monitoring equipment, and other extraction-related equipment installed for the purpose of recovering Landfill Leachate from the Landfill and transporting it to a Connection Point, in each case upstream of the Connection Point and as expanded or modified from time to time.

"Lease and Access Agreement" or "Lease" or "Schedule 1" means Schedule 1 with supporting exhibits attached hereto.

Commented [A17]: Staff to confirm whether this should be hereto or thereto.

"Minimum Influent Standard" means the standard for SEWRF Wastewater delivered to the Project for treatment, as more particularly described in Exhibit 3, the Scope of Work.

Commented [A18]: The CAO is not confident that, should a dispute arise between the Parties relative to SEWRF Wastewater and Minimum Influent Standard, the CAO understands the definitions as currently drafted. The CAO invites staff to contact the CAO for assistance crafting the definitions such that they can be legally defended. As the definitions of SEWRF Wastewater and Minimum Influent Standard are currently drafted, there is risk to the County.

"Minimum Volume Commitment" or "MVC" shall have the meaning set forth in Section 4.b.

"MVC Year" means (i) for the first MVC Year, the period commencing on the first day of the calendar month following the Commercial Operations Date and ending one year thereafter, and (ii) for each subsequent MVC Year, each subsequent 1-year period.

"Minimum Treatment Standard" means the standard for treated Landfill Leachate and Biosolids Filtrate produced by the Project, as more particularly described in Exhibit 3, Scope of Work.

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"Permit" means, with respect to a Party, any freedom, permission, authorization, or consent issued by any Governmental Authority and required for that Party's performance hereunder.

"Person" means any individual, entity, or Governmental Authority.

"Pipeline Easement Area" means that portion of the Landfill more particularly described on Exhibit C-2 of Schedule 1 for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation SEWRF Wastewater to the Project and for the transportation of treated SEWRF Wastewater to the County's Wastewater Treatment System.

"Project" means the design, engineering, installation, construction, implementation, and operation of the Project to process and treat Landfill Leachate and Biosolids Filtrate and transmit treated wastewater to the County's Wastewater Treatment System, as more particularly described in Exhibit 3, the Scope of Work, and to provide associated maintenance, operations, and other relevant services pursuant to this Performance Contract and the Lease.

Commented [A19]: This was previously defined. Staff must choose a definition to use and intelligently revise the Agreement.
If staff decides to use this definition, it must be redrafted so as not to use the defined term within its definition.

"Project Site" means the portion of the Landfill that Manatee County will be leasing to CIP Solutions pursuant to the Lease, and more fully described in Exhibit B of Schedule 1.

"Scope of Work" means the description of the Project attached hereto and incorporated herein by reference as Exhibit 3.

"SEWRF" means the Southeast Water Reclamation Facility, which is a wastewater treatment plant operated by Manatee County, which is located at 3331 Lena Road, Bradenton, FL 34211.

"Wastewater Treatment System" means the County's wastewater collection and treatment system, including the County's sewer system and the County's reclaimed

water system, owned, maintained and operated by the County pursuant to Florida Statute 125.01 and Chapter 2-31 of the County's Code of Ordinances.

3. PURPOSE. In accordance with the terms and conditions set forth herein and in the Lease:

a. County leases to CIP Solutions the Project Site and grants to CIP Solutions nonexclusive easements on, over, across, and through the Easement Area.

b. CIP Solutions shall (a) develop, construct, install, operate, maintain, modify, replace, and/or remove the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater; and (b) undertake all other activities and uses reasonably related thereto and reasonably related to its performance of this Performance Contract.

c. CIP Solutions shall be responsible for obtaining necessary building Permits for the Project. CIP Solutions shall have no responsibility for obtaining Permit modifications or other regulatory approvals for the use or disposal of the SEWRF Wastewater once treated to the Minimum Treatment Standards. The handling of treated SEWRF Wastewater by the County, once treated to the Minimum Treatment Standards and delivered to the County, or any redirecting or reuse of such treated SEWRF Wastewater, shall be the sole responsibility of, at the sole risk of, the County.

d. The Project shall be developed and operated as more particularly described in Exhibit 3, Scope of Work. Operations of the Project shall commence on the Commercial Operations Date.

e. The County shall be responsible for providing the County deliverables and other services specified in Exhibit 3, Scope of Work.

4. CONSIDERATION AND PAYMENT.

a. Commencing the first day of the calendar month after the Commercial Operations Date, the County shall pay CIP Solutions for the volume of SEWRF Wastewater treated in the prior calendar month (including but not limited to the SEWRF Wastewater treated during the month in which the Commercial Operations Date occurs) at annual rates of:

i. SEVEN CENTS ($0.07) per gallon for the first seventy-two million (72,000,000) gallons.

ii. SIX CENTS ($0.06) per gallon for any SEWRF Wastewater treated in excess of seventy-two million (72,000,000) gallons.

Commented [A20]: Should this be limited to wastewater and sewer systems located at the Landfill?

Commented [A21]: The CAO trusts that the reference to Chapter 2-31, Code of Ordinances, is intentional and that staff does not feel that referencing Chapter 2-16, Code of Ordinances, is appropriate.

Commented [A22]: Staff to consider whether Operations should be defined.

Commented [A23]: This term has already been defined. Please confirm that this matches the definition.

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Commented [A24]: Isn't this the definition of MVC Year?

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Commented [A25]: The Sole Source Memo has this as 72M gallons per year. Please check with Procurement on whether this needs to match exactly.

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The foregoing rates shall be applied on an annual basis to the total SEWRF Wastewater treated (i) in the period commencing on the Commercial Operations Date and concluding at the end of the first MVC Year, and (ii) in each MVC Year thereafter.

b. CIP Solutions is making a substantial capital investment to design, construct and operate the Project, which it intends to recoup entirely through the payments made by the County pursuant to this Performance Contract (with no third-party financing). Accordingly, to assure that CIP Solutions recoups its capital investment in the project, in each MVC Year throughout the Initial Term (defined below), the County shall provide a minimum volume of sixty million (60,000,000) gallons per MVC Year of SEWRF Wastewater (the "Minimum Volume Commitment" or "MVC") for treatment by the Project. The County may satisfy the MVC on an annual basis for each MVC Year during the Initial Term. At the conclusion of each MVC Year, if the County has provided less SEWRF Wastewater than the MVC (either because the volume of SEWRF Wastewater delivered to the Project is less than the MVC or because the SEWRF Wastewater is unable to meet the Minimum Influent Standard), the County shall compensate CIP Solutions for the shortfall, at the same rate applicable to treated SEWRF Wastewater pursuant to Subsection 4.a.ii.

5. TERM.

a. The initial term of this Performance Contract shall commence on the Effective Date and shall extend for five (5) MVC Years (the "Initial Term"), and, subject to the County making sufficient annual appropriations, will be automatically renewed for periods of five (5) years (each a "Renewal Term") unless either Party notifies the other Party of its decision not to renew at least sixty (60) days prior to such renewal date.

b. Other than in the case of a termination for default pursuant to Section 8, neither Party shall have the right to terminate this Performance Contract during the Initial Term or any Renewal Term.

6. COUNTY FINANCING; TREATMENT; TAXES.

a. The Parties acknowledge and agree that CIP Solutions is not making any representation or warranty to County with respect to matters not expressly addressed in this Performance Contract, including, but not limited to, compliance with applicable procurement rules, regulations, or Applicable Law; County's proper legal, tax, accounting, or credit rating agency treatment relating to this Performance Contract or the Lease; or the

Commented [A26]: Isn't this period of time defined as MVC Year?

Deleted: Such payments shall be made monthly within thirty (30) days of receipt of an invoice from CIP Solutions.

Commented [A28]: This sentence is unclear to the CAO. The CAO trusts that staff understands the meaning of this sentence and can comply.

Commented [A29]: The CAO recommends that all payments are made pursuant to the Prompt Payment Act. Staff should consult with the Procurement Division on Florida's Prompt Payment Act and the Manatee County Procurement Administrative Standards and Procedures Manual.

Deleted: Such payments shall be made within thirty (30) days of receipt from CIP Solutions of an invoice for payment for any shortfalls below the MVC in the prior MVC Year, together with a report documenting such shortfalls.

Commented [A30]: Staff to note that there is no expiration date defined and no termination for convenience clause.

necessity of County to raise taxes or seek additional funding for any purpose.

b. The Parties acknowledge and agree that the County shall be responsible to comply, at its cost and expense, with all Applicable Law(s) that relate(s) to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Performance Contract.

Commented [A31]: Why are these representations not mutual?

7. LIMITATION OF LIABILITY.

a. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, REMOTE, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES OF ANY NATURE, REGARDLESS OF HOW CHARACTERIZED OR A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, INCLUDING, LOSS OF ANTICIPATED PROFITS OR REVENUE, LOSS OF CONTRACTS, INVENTORY OR USE CHARGES, INTEREST CHARGES OR COST OF CAPITAL, OR BUSINESS INTERRUPTIONS, ARISING IN ANY MANNER FROM THIS PERFORMANCE CONTRACT, WHETHER CONDITIONED OR APPLIED IN TORT, BY AGREEMENT, OR OTHERWISE.

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b. The foregoing waivers and limitations are fundamental elements of the basis for this Performance Contract between CIP Solutions and County, and each Party acknowledges that CIP Solutions would not be able to provide the work and services contemplated by this Performance Contract on an economic basis in the absence of such waivers and limitations and would not have entered into this Performance Contract without such waivers and limitations, nor would County enter into this Performance Contract in absence of such waivers and limitations.

c. Notwithstanding anything to the contrary, unless otherwise expressly set forth, County understands and agrees that: (a) County shall have no recourse against any persons with ownership interests in CIP Solutions and County's sole recourse shall be against the assets of CIP Solutions, irrespective of any failure to comply with Applicable Law or any provision of this Performance Contract; (b) no claim shall be made against any participants in CIP Solutions in connection with this Performance Contract; (c) County shall have no right to any claim against CIP Solutions for any capital contributions from any participants in CIP Solutions; and (d) this

representation is made expressly for the benefit of the participants in CIP Solutions.

Commented [A32]: This is a business decision with legal consequences and not without risk to the County.

8. DEFAULT AND REMEDIES.

a. **Events of Default.** An "Event of Default" hereunder means a Party's failure to perform, or breach of, any term, provision, condition, covenant, warranty, representation, or promise herein which (unless another period is specified herein or in the Lease with respect to the cure of such failure or breach) continues beyond the date that is thirty (30) days from the date the defaulting Party receives written notice of such failure or breach ("Notice of Default") from the non-defaulting Party. If an Event of Default cannot reasonably be cured within such period or cannot be cured with the payment of money, such period will be extended as reasonably necessary, but not more than ninety (90) days from the date the defaulting Party receives the relevant Notice of Default, to permit such cure if the defaulting Party is actively pursuing such cure.

b. **Remedies.** Each Party agrees that, in the event of an uncured Event of Default, the other Party may suffer irreparable injury for which money damages alone may be an inadequate remedy, such that the non-defaulting Party will be entitled to seek all remedies, at law or in equity, including specific performance, without posting a bond. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non-defaulting Party will have the right to terminate this Performance Contract and the Lease by providing written notice to the other Party.

Commented [A33]: This is a business decision with legal implications.

c. **Limitation of Liability.** Excluding only a Party's obligations with respect to third-party indemnity owed to the other Party, nothing to the contrary herein withstanding, and except as expressly provided herein, neither Party will be liable to the other for any consequential, speculative, punitive, exemplary, future, incidental, or indirect damages, including lost profits, hereunder. Notwithstanding the foregoing, and subject to the County's annual appropriation of lawful funds for same, if CIP Solutions terminates this Performance Agreement during the Initial Term as a result of an uncured Event of Default on the part of the County, CIP Solutions shall be entitled to receive payment for any remaining years of compensation for the MVC, in addition to any other legal remedies.

Commented [A34]: Staff to carefully consider this provision.

9. GOVERNING LAW, JURISDICTION, AND VENUE. This Performance Contract and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Any action filed regarding this Performance Contract, Exhibits, or Schedules will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

10. **WAIVER OF TRIAL BY JURY.** Each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury regarding any claim or cause or action based upon, arising out of or in connection with this Performance Contract.

11. **ASSIGNMENT.** Except as otherwise set forth herein and in the Lease, neither Party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. CIP Solutions may, with prior written approval of the County, delegate its duties and performance under this Performance Contract, and/or utilize subcontractors, provided that any delegee(s) or subcontractor(s) shall fully comply with the terms of this Performance Contract. Nothing herein shall relieve CIP Solutions of its obligations under this Performance Contract and the Lease. This Section shall not be construed to prohibit CIP Solutions from pledging a security interest in its rights under this Performance Agreement together with other assets of CIP Solutions.

12. **CONSENTS; APPROVALS; COOPERATION**. Whenever a Party's consent, approval, satisfaction or determination shall be required or permitted under this Performance Contract, and this Performance Contract does not expressly state that a Party may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed. Whenever County's cooperation is required by CIP Solutions in order to carry out CIP Solutions' obligations hereunder, County agrees that it shall act in good faith and reasonably in so cooperating with CIP Solutions and/or CIP Solutions' designated representatives or assignees or subcontractors, provided that if such cooperation requires Board approval, the Board members' independent voting rights are preserved and this Agreement does not bind the Board.

AVAILABILITY OF FUNDING. The obligations of County under this Performance Contract are subject to the availability of funds lawfully appropriated annually for its purposes by the Board of County Commissioners of Manatee County, Florida, and the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Performance Contract, County shall have the option of terminating this Performance Contract and obligations hereunder without being deemed to be in default of this Performance Contract. If County terminates this Performance Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Performance Contract shall terminate.

13.

14. **FURTHER ASSURANCES.** The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions

Commented [A35]: Staff must confirm with the Procurement Division that this is allowable under the Sole Source solicitation and approval.

Deleted: , whether or not such a "reasonableness" standard is expressly stated in this Performance Contract.…

Commented [A36]: Why is this not a mutual obligation?

Commented [A37]: The CAO offers this language for staff's consideration.

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of this Performance Contract. The County's ability to satisfy this condition is subject to the Board's approval and such approval shall not be unreasonably withheld.

15. **RELATIONSHIP OF PARTIES.** The relationship of the Parties hereunder shall be that of independent contractors. Nothing in this Performance Contract shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the Parties.

16. **NO CONFLICT**. By accepting award of this Performance Contract, CIP Solutions, which shall include its directors, officers and employees, represents that is presently has no interest in and shall acquire no interest in any business or activity that would conflict in any manner with the performance of duties or services required hereunder.

17. **PUBLIC ENTITY CRIMES**. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in this Performance Contract and the Lease by Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CIP Solutions warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

18. **E-VERIFY**. CIP Solutions, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees of CIP Solutions or any subcontractor in accordance with Section 448.095, Florida Statutes. CIP Solutions hereby represents and warrants that it has, and shall remain throughout the duration of the Performance Contract, registered with, and uses and shall continue to use, the E-Verify system in accordance with Section 448.095(5), Florida Statutes. CIP Solutions shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If CIP Solutions enters into a contract with a subcontractor, the

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subcontractor shall provide CIP Solutions with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CIP Solutions shall maintain a copy of such affidavit for the duration of the Performance Contract. This article serves as notice to CIP Solutions regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Performance Contract and Lease if it has a good faith belief that CIP Solutions has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, CIP Solutions will not be eligible for the award of a public contract for at least one (1) year after the date of such termination. CIP Solutions will be liable for any additional costs incurred by County due to contract termination under this Section.

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19. **TAXES**. The County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CIP Solutions is prohibited from charging or imposing any sales or service taxes on the County. Nothing herein shall affect CIP Solutions' normal tax liability. CIP Solutions shall be responsible for payment of federal, state, and local taxes which may be imposed upon CIP Solutions under Applicable Law to the extent that CIP Solutions is responsible for the payment of same under Applicable Law.

20. **POWER AND AUTHORITY.** Each Party represents and warrants to the other that (a) it has all requisite power and authority to execute and deliver this Performance Contract and perform its obligations hereunder; (b) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Performance Contract have been or will be obtained; and (c) this Performance Contract constitutes its legal, valid, and binding obligation.

21. **SEVERABILITY.** In the event that any clause, provision, or portion of this Performance Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Performance Contract unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either Party under this Performance Contract.

22. **NO STATE OR COUNTY OBLIGATION.** This Performance Contract does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

23. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes, to the extent CIP Solutions is performing services on behalf of County, CIP Solutions shall:

a. Keep and maintain public records that would ordinarily be required by County to perform the service.

b. Upon request from County's custodian of public records, provide County 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.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Performance Contract and following completion of this Performance Contract if CIP Solutions does not transfer the records to County.

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

IF CIP SOLUTIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIP SOLUTIONS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PERFORMANCE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org
Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

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24. **COMPLETE AGREEMENT.** It is understood and agreed that this Performance Contract including all Exhibits and Schedules contains the entire agreement between the Parties relating to all issues involving the subject matter of this Performance

Contract. No binding understandings, statements, promises or inducements contrary to this Performance Contract exist. This Performance Contract supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. This Performance Contract does not affect or modify the funding agreement between the County and CIP Solutions for economic development incentives dated . Each of the Parties expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither Party is relying upon any statement or representation of the other that is not expressly set forth in this Performance Contract. Each Party hereto is relying exclusively on the terms of this Performance Contract, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Performance Contract.

25. HEADINGS. The captions and titles in this Performance Contract are for convenience only and shall not affect the interpretation or meaning of this Performance Contract.

26. COUNTERPARTS. This Performance Contract may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.

27. INDEMNIFICATION.

a. CIP Solutions shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CIP Solutions, its agents, servants, personnel, design professional and other person employed or utilized by CIP Solutions in the performance of this Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all retained fees and costs. County reserves the right to defend itself.

b. CIP Solutions shall indemnify, defend, save and hold harmless the County, its officers, and employees from and against all third-party claims, liabilities, loss, or cause of action that alleges that the services provided hereunder constitute an infringement of any third-party intellectual property right(s), unless such claim is determined by a court of competent jurisdiction to be as a result of the County's wrongful or illegitimate use of the services. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees. The foregoing states the entire liability of CIP Solutions and the sole

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and exclusive remedy for County with respect to any third-party claim of infringement or misappropriation of intellectual property rights.

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c. Throughout the Term, CIP Solutions will procure and maintain, at its cost, insurance coverage of the types, characteristics, and amounts described in Exhibit 4. Proof of such coverages, including limits and additional named insured status, shall be provided annually as described in Exhibit 4.

County is self-insured and shall provide liability coverage in accordance with Section 768.28, Florida Statutes. County may also purchase and maintain excess insurance coverages to protect itself from catastrophic loss. Purchased excess insurance coverage shall not be interpreted as a waiver of County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes. Upon CIP Solutions written request, County shall provide annually a letter of self-insurance, signed by County's risk manager or other designated official, verifying its self-insured coverage. If there is any period during the Term when County is not self-insured, County will obtain commercial insurance coverage applicable to such period.

28. NOTICES. All notices to be given by either Party to the other shall be (a) in writing and mailed by certified mail, return receipt requested; (b) sent by a courier service which renders a receipt upon delivery; or (c) at such other addresses either Party may hereinafter designate by notice to the other Party. Notices are deemed delivered upon actual receipt and the signed return receipt or courier receipt shall be prime facie proof thereof. Communication via email shall not constitute legal notice and emailing is provided as a courtesy.

To CIP Solutions:

CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151
Email: bgalvano@grimesgalvano.com

To County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Phone: (941) 748-4501
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statues or immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Performance Contract. No term or condition contained in this Performance Contract shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

30. **AMENDMENTS**. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.

31. **LEGAL REFERENCES**. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision.

32. **CONSTRUCTION.** The Parties agree that they have participated in the drafting of this Performance Contract and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement.

33. **ANTI-HUMAN TRAFFICKING.** CIP Solutions shall provide County with a sworn affidavit herein attached as Exhibit 1 to be signed by an officer or a representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be provided to County on or before the Performance Contract Effective Date and at the commencement of each Renewal Term. This Performance Contract shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

34. **FOREIGN COUNTRIES OF CONCERN**. Pursuant to Section 287.138, Florida Statutes, CIP Solutions must provide County with an affidavit signed by an officer or representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in CIP Solutions, and that CIP Solutions is not organized under the laws of or has its principal place of business in a foreign country of concern ("Foreign Country Affidavit"). The Foreign Country Affidavit must be in a form substantially similar to Exhibit 2. This Performance Contract shall not be effective unless and until County receives the Foreign Country Affidavit from CIP Solutions and must be provided to County on or before the commencement of any Renewal Term.

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35. **NON-DISCRIMINATION.** CIP Solutions shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Performance Contract on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Performance Contract by Section 287.134(3)(a), Florida Statutes:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

CIP Solutions warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and

occurs under the Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

36. **SCRUTINIZED COMPANIES**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Performance Contract constitutes certification by CIP Solutions that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. CIP Solutions further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CIP Solutions acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. CIP Solutions further understands that the Performance Contract with County for goods or services of any amount may be terminated at County's option if CIP Solutions (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

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37. **LEGAL FEES AND COSTS.** Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgement proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Performance Contract or its Exhibits or Schedules

38. **FORCE MAJEURE.** Neither Party will be responsible to the other Party for damages, loss, injury, or delay caused by Force Majeure Events. Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, tropical storm, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Performance Contract, is beyond the control and without the fault or negligence of the Party seeking relief under this Performance Contract.

39. **NO DEVELOPMENT RIGHTS CONFERRED**. The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project, Project Site, or Easement Area. Nothing contained in this Performance Contract shall: (i) create any development rights in favor of CIP Solutions; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Manatee County Board of County Commissioners pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

[SIGNATURE PAGES TO FOLLOW]

Commented [A42]: This is a business decision with legal implications.

Commented [A43]: Force Majeure Events is not a defined term.

Commented [A44]: As a business decision, staff may consider adding "not caused by a Party" here.

Commented [A45]: Staff should consider whether it wants to include anything about ground water, a decrease of County population by a certain percentage, or similar. What else could be outside the County's control that could affect the leachate or other items that the County must provide? The Director of Utilities should be consulted.

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IN WITNESS WHEREOF, the Parties hereto have caused this Performance Contract to be duly executed on the date set forth below.

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CHEMICAL INJECTION PARTNERS FLORIDA, LLC,
a Florida limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED by the Board of County Commissioners of Manatee County, Florida with a quorum present and voting, on this _____, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Chairperson, Board of County Commissioners

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT 1

ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT 2

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. I hereby attest that:
    a. Entity is not owned by the government of a foreign country of concern;
    b. No government of a foreign country of concern has a controlling interest in Entity; and
    c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign county of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT 3
SCOPE OF WORK

1. Project Overview

The purpose of the Project is to pre-treat SEWRF Wastewater, and then initially discharge it into the headworks of the SEWRF. Manatee County will work in cooperation with CIP Solutions to prepare a modification to the existing permit to allow treated effluent to be directly discharged into the reclaim and reuse ponds through a tie-into the existing pipeline system located at the SEWRF.

1.1 Project Components and Wastewater Sources

The Project consists of the design, permitting, construction, and operation of a treatment system to process SEWRF Wastewater, defined as a combination of (i) Landfill Leachate collected from the Leachate Collection System (LCS) at the Landfill and (ii) Biosolids Filtrate generated from the County's wastewater treatment operations.

Landfill Leachate will be sourced from the existing LCS and delivered to the Project at the designated Connection Point. Biosolids Filtrate is not generated from the Landfill and will be supplied separately by the County.

The Parties will work together to transport Biosolids Filtrate to the Project's influent treatment system.

1.2 Objectives and Treatment

The Project is intended to provide a reliable and scalable treatment solution for SEWRF Wastewater and to support the County's overall wastewater management objectives, including integration with the County's Wastewater Treatment System (SEWRF or equivalent facilities).

Treatment of Landfill Leachate through the Project will reduce hydraulic and contaminant loading to the County's Wastewater Treatment System, thereby increasing available treatment capacity within SEWRF and associated facilities.

The Project is designed to treat both streams concurrently as a combined influent, providing an integrated and operationally efficient solution for overall wastewater management.

The goal of the Project is to eliminate up to 300,000 gallons per day of SEWRF Wastewater via CIP Solutions' Valhalla treatment by discharging directly into the County's reclaim water system and thereby increasing the available operational capacity of the SEWRF.

Commented [A46]: Staff must carefully review and reassess this SOW. It seems to be missing substantial business terms that leave the County exposed to risk, create ambiguity as to the administration of the contract, and do not fully encompass the Parties' agreement.

Commented [A47]: The Procurement Division should be consulted and should advise as to whether this SOW aligns with the solicitation.

Commented [A48]: How long is "initially"? What happens after "initially"? When does "initially" end? Who determines or what determines what "initially" means?

Commented [A49]: What permit? If a County permit, the County cannot promise to grant any permits. Staff to consider adding guardrails to County's promised cooperation.

Commented [A50]: How?

Commented [A51]: What happens if CIP has too many demands? What if the Parties do not agree? Who pays for this transport? What if something happens during transport? Where is the "handoff" location where County's obligations end and CIP's begin?

Commented [A52]: More information is needed here. What is "both streams"? This is a new term.

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Commented [A54]: Where? Location?

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Deleted: Project Viking is a designated economic development project authorized by the Manatee County Board of County Commissioners on December 15, 2025.…

2. Scope of Work

2.1 Engineering, Surveying, and Design

CIP Solutions shall provide all engineering and design services required for the Project, including basis of design development, field verification, site layout, civil and structural design, mechanical and process design, electrical design, controls engineering, and preparation of installation and as-built documentation.

2.2 Minimum Influent Standard

The design shall use the following Influent wastewater characteristics (contractual upper limits):

Commented [A56]: This does not appear to be a defined term. Either define it or make it lowercase and update throughout the document.

- pH: 4.0 to 8.5
- Conductivity: up to 10 ms/cm
- Total Dissolved Solids: up to 8,000 mg/L
- Total Suspended Solids: up to 200 mg/L
- Turbidity: up to 150 NTU
- Total Organic Carbon: up to 500 mg/L
- Chemical Oxygen Demand: up to 1,200 mg/L
- Total Phosphorus: up to 75 mg/L
- Total Nitrogen: up to 600 mg/L
- Ammonia: up to 500 mg/L
- Total VOCs: up to 100 µg/L
- Total Semi-VOCs: up to 100 µg/L
- PFAS (Method 1633A mass): up to 6,000 ng/L
- TOP Assay: up to 25%

Influent is considered outside baseline conditions if any parameter exceeds its limit during any one-month period. Influent outside baseline conditions may require operational adjustments, system modifications, or equitable commercial adjustments.

During any period in which the Influent is outside of any parameters, CIP Solutions shall have no obligation to meet the Effluent Quality Requirements in Section 2.12 hereof, and the County shall remain responsible for full payment during such period.

2.3 Equipment and Materials Provided by CIP Solutions

CIP Solutions shall furnish, install, and integrate all equipment required for a complete Project treatment system including:

- Valhalla cavitation treatment system
- Media filtration system
- Granular activated carbon polishing system
- Equalization and buffer tank systems
- Backwash and filtrate management tanks
- Process pump skids and transfer pumps
- Polymer preparation and dosing system
- Belt press solids dewatering system
- Filtrate return system
- Flow, turbidity, pressure, and level instrumentation
- PLC control panels and internal electrical distribution
- All valves, hoses, manifolds, and process piping required for a complete integrated treatment system

2.4 Installation and System Integration

CIP Solutions shall install and anchor all modular treatment equipment, install process piping, complete mechanical and electrical interconnections, install internal electrical distribution from the County termination point, integrate all treatment components, and perform system integration testing and pre-commissioning verification.

2.5 Electrical Service

The County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200 amp electrical service, transformer, service drop, metering, and utility-side infrastructure.

The County shall make best efforts to complete installation of the electrical service infrastructure in line with overall project timing.

The County shall be responsible for setting up all electrical accounts associated with operation of the treatment system. CIP Solutions shall reimburse the County for all metered electricity specific to this Project on a monthly basis. The County shall provide details on monthly electrical usage and costs when submitting for reimbursement from CIP Solutions. The electrical reimbursement shall be due within fifteen (15) days after CIP Solutions' receipt of an invoice therefor.

CIP Solutions shall perform all electrical work downstream of the County-provided service termination point.

2.6 Commissioning and Performance Testing

CIP Solutions shall conduct wet commissioning and functional testing, verify mechanical, electrical, and instrumentation functionality, perform performance testing to confirm compliance with the Minimum Treatment Standard, and prepare a commissioning summary and Project performance demonstration report for FDEP permit modification.

Commented [A58]: Staff should consider whether "or any other treatment system that will treat the leachate as required" (or similar language) should be inserted, or whether the County only wants the Valhalla treatment system. If the County is just looking for CIP to perform the process and provide the outcome, regardless of the name of the system, then the appropriate changes should be made after consultation with the Procurement Division to ensure compliance with the solicitation.

Commented [A59]: Is it only modular equipment that will be allowed and used?

Commented [A60]: Need to check on how this can be accomplished.

Commented [A60R2]: This is OK

Commented [A60R3]: Pat Shea confirmed this is okay on 4/30/26

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Commented [A61]: Are there any other permits that may be required? If so, this language needs to be broadened.

2.7 Sampling and Laboratory Testing

CIP Solutions will cause independent laboratory testing of the treated Effluent to be conducted to establish that the Minimum Treatment Standard of the Performance Contract has been achieved for payment. Said testing is at CIP Solutions' sole cost and expense. At a minimum, samples will be collected and tested twice weekly during the first two weeks of system operations. Once the performance criteria have been verified, samples shall be processed as per the specifications.

Monthly Influent sampling shall include the following parameters with twelve samples per year collected for each parameter plus one QA/QC sample annually:

- pH
- Specific Conductivity
- Total Dissolved Solids
- Total Suspended Solids
- Turbidity
- Total Organic Carbon
- Chemical Oxygen Demand
- Biochemical Oxygen Demand (CBOD5)
- Total Phosphorus
- Total Nitrogen
- Ammonia
- Fecal Coliform
- PFAS — Method 1633A Total PFAS Mass

Quarterly Influent sampling shall also include:

- Total VOCs
- Total Semi-VOCs
- TOP Assay (Convertible PFAS Precursors)

Each quarterly parameter shall include four samples per year plus one QA/QC sample annually.

Effluent samples shall be collected at the designated system discharge sampling location.

Monthly Effluent monitoring shall include:

- pH
- Turbidity
- Total Suspended Solids
- Biochemical Oxygen Demand (CBOD5)
- Total Phosphorus

Commented [A62]: Generally, staff should review this SOW and ensure that it contains enough specificity to demand compliance. This section in particular seems to be lacking substantial business terms needed for County protection and agreement clarity.

Commented [A63]: If CIP conducts the testing, it is not ***independent*** laboratory testing. CIP should hire a third party to conduct the independent lab testing if it is the Parties' intentions that the testing be done by a third party. The CAO offers the edits in this section for staff's consideration.

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Commented [A64]: Staff should add a reference as to where the specifications are found in this SOW or Performance Contract.

Commented [A65]: Although QA/QC is a generally known abbreviation, best practices is that an abbreviation should not be used unless it has been previously defined.

Commented [A66]: As currently drafted, this is confusing and needs context.

Commented [A67]: Who designates the location?

Commented [A68]: This is not a defined term. Either define or remove the capitalization.

- Total Nitrogen
- Fecal Coliform

Each parameter shall include twenty-four samples per year plus two QA/QC samples annually.

PFAS monitoring shall be conducted to evaluate treatment performance and quantify total PFAS mass reduction across the treatment system.

Effluent PFAS sampling shall be performed twice per month, with two different samples during each test, using EPA Method 1633A Full PFAS Parameter List totaling forty-eight samples annually plus four QA/QC samples.

Quarterly PFAS precursor testing, with two different samples for each quarterly test, shall also be conducted using the TOP Assay totaling eight samples annually plus two QA/QC samples.

PFAS treatment performance will be evaluated by comparing Influent PFAS concentrations with Effluent PFAS concentrations measured at the system discharge sampling location.

Sampling results shall be documented in the monthly operational reporting package.

2.8 Operations and Maintenance

CIP Solutions shall conduct daily monitoring and operation, adjust flows, filtration, carbon polishing, and backwash cycles, perform preventive and corrective maintenance, calibrate instrumentation, provide monthly operational reports, and manage solids, chemical usage, and filtrate return in accordance with CIP Solutions' operating procedures.

2.9 Solids Handling and Return

CIP Solutions shall collect media and carbon backwash in designated tanks, transfer backwash to solids handling equipment, add polymer and dewater solids using CIP Solutions' belt press, place dewatered solids into County-provided open-top containers, return filtrate to the treatment system, and maintain logs documenting solids volumes and disposal frequency.

The County shall be responsible for transportation and disposal of solids generated by the treatment system.

The County shall remove filled containers at a minimum frequency of once per week.

2.10 Permitting Services

Commented [A69]: As currently drafted, this is confusing and needs context.

Commented [A70]: Staff to confirm that this term has been previously defined.

Commented [A72]: Is this different than the "Effluent" that was previously used undefined?

Commented [A73]: This is a business term. Flagging because, as currently drafted, the County has no input in CIP's operating procedures.

Commented [A74]: I trust that staff has reviewed these provisions and are comfortable with, and can comply with, these business terms.

CIP Solutions shall prepare, submit, coordinate, manage, and obtain all permits and approvals required for the Project including but not limited to site, environmental, utility, and construction related permits and documentation required by any Government Authority, including but not limited to FDEP approvals.

The County shall cooperate with CIP Solutions in preparation of permit modification requests associated with treated Effluent discharge to the reclaim and reuse ponds.

The County shall provide required comments and responses associated with permit applications and regulatory submittals within thirty days of receipt.

2.11 Reporting Deliverables

CIP Solutions shall provide the following deliverables:

- Basis of Design
- Process flow diagrams and P&IDs
- Hydraulic calculations
- Site layout and integration drawings
- Equipment specifications and system configuration
- Commissioning plan and commissioning summary
- Monthly laboratory reports
- Monthly operational reports
- Solids handling logs
- Project performance demonstration report
- As built drawings
- Operating SOPs applicable to the Project

2.12 Payment and Performance Requirements

CIP Solutions shall invoice the County on a monthly basis.

Payment terms and the Minimum Volume Commitment (MVC) defined in the payment provisions of the Performance Contract.

Invoices shall include metered flow records, laboratory results, and required supporting documentation and any other items as may be required by the County's Utilities Division and the Clerk of Court.

Performance requirements apply only when Influent quality remains within the limits defined in Section 2.1.

2.13 County Deliverables

To support the Project the County shall provide:

Deleted: for

Commented [A75]: The County's cooperation should have guardrails.

Deleted: signatures, approvals,

Deleted: ,

Commented [A77]: This entire section seems to be missing important business terms.

Commented [A78]: What about the quarterly and annual reports from Section 2.7?

Commented [A79]: Hasn't this previously been defined? There should only be one definition per term.

Deleted: rate

Deleted: shall be

Commented [A81]: This is an incorrect reference. Staff must ensure that internal references and citations are accurate.

Commented [A82]: I trust that staff has reviewed these deliverables, understands them, and is prepared to comply with same.

- Electrical service including 1,200 amp electrical capacity, transformer, service drop, and metering, and payment of all electrical usage.
- Continuous SEWRF Wastewater supply of up to 300,000 gallons per day delivered to the CIP Solutions inlet connection point.
- Provision of sufficient SEWRF Wastewater consistent with the Minimum Volume Commitment, as provided in Section 4.6 of the Performance Contract.
- Access to the Project site on a 24 hour per day, 7 day per week basis including entry credentials or passes, in accordance with Applicable Laws and County standard operating procedures and security policies and procedures.
- Site access, staging areas, and interconnection points necessary for installation and operation, as more fully set forth in Schedule 1 and in accordance with Applicable Laws and County standard operating procedures and security policies and procedures.
- Open top containers for dewatered solids.
- Transportation and disposal of solids generated by the treatment system at a County designated landfill in accordance with Section 2.9 of this Exhibit 3, Scope of Work.
- Removal of solids containers at a minimum frequency of once per week in accordance with Section 2.9 of this Exhibit 3, Scope of Work.

Commented [A83]: Note: This means not to exceed.

Commented [A84]: Shouldn't this be referencing the defined term **P**roject **S**ite?

Deleted: <#>Execution of required signatures and cooperation necessary for permit applications and regulatory approvals within thirty days.¶

2.14 Minimum Treatment Standard

The Project treatment system shall produce treated Effluent in compliance with reclaimed, reuse, and Advanced Wastewater Treatment standards under Chapters 62-600 and 62-610, Florida Administrative Code ("Minimum Treatment Standard") as follows:

Commented [A85]: I trust that staff, as subject matter experts, have reviewed this in consultation with the Director of Utilities and has determined that this is appropriate, that other provisions such as F.A.C. 62-40 are irrelevant, and that no other laws or regulations are appropriate to reference.

Commercial Operations Date

For the first testing of the Minimum Treatment Standards, CIP Solutions will conduct a singular test of the following criterion. As defined in the Performance Contract, the Commercial Operations Date will mean the date in which a singular test meets the criterion below. CIP Solutions may take multiple tests until these Minimum Treatment Standards are met. For clarity, the Commercial Operations Date shall mean the date in which the water sample was taken and not the date in which the sample test results are received.

- CBOD5: 5 mg/L
- Total Suspended Solids: 3 mg/L
- Total Nitrogen: 3 mg/L
- Total Phosphorus: 1 mg/L
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Ongoing Monthly Testing:

- CBOD5: 5 mg/L monthly average
- Total Suspended Solids: 3 mg/L monthly average

- Total Nitrogen: 3 mg/L monthly average
- Total Phosphorus: 1 mg/L monthly average
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Treated Effluent shall meet the Minimum Treatment Standard.

PFAS monitoring conducted during the Project term is intended to characterize Influent PFAS composition and quantify treatment performance to support future treatment design.

Commented [A86]: As currently drafted, this table makes no sense and is not relevant. The CAO recommends that the table is deleted in its entirety unless staff can explain the relevance to the transaction, in which case the CAO can assist staff with drafting language to clearly define the table's importance to the Performance Contract.

PROJECT VIKING - CONTRACT SAMPLING PROGRAM

PART 1 - SEWRF WASTEWATER - INFLUENT (COMPLIANCE-OUT-OF-SCOPE) CONDITIONS			
MONTHLY - INFLUENT SAMPLING	**# of Samples per year**	**QA/QC**	**Subtotals**
pH	12	1	**13**
Spec Conductivity	12	1	**13**
TDS-Total Dissolved Solids	12	1	**13**
TSS-Total Suspended Solids	12	1	**13**
Turbidity	12	1	**13**
TOC - Total Organic Carbon	12	1	**13**
COD-Chemical Oxygen Demand	12	1	**13**
CBOD5- Biochemical Oxygen Demand	12	1	**13**
TP - Total Phosphorus	12	1	**13**
TN - Total Nitrogen	12	1	**13**
NH3-N - Ammonia	12	1	**13**
Fecal Coliform	12	1	**13**
Total Method 1633A PFAS Mass	12	1	**13**
QUARTERLY - INFLUENT SAMPLING			
Total VOCs	4	1	**5**
Total SemiVOCs	4	1	**5**
TOP Assay (Convertible PFAS Precursors)	4	1	**5**

Note: Leachate Influent samples will be collected at **one (1)** point at the front of VCHC pilot system.

PART 2 - VCHC EFFLUENT MONITORING - WW TREATMENT (REUSE) PERFORMANCE			
MONTHLY - EFFLUENT SAMPLING	**# of Samples per year**	**QA/QC**	**Subtotals**
pH	24	2	**26**
Turbidity	24	2	**26**
TSS-Total Suspended Solids	24	2	**26**
CBOD5- Biochemical Oxygen Demand	24	2	**26**
TP - Total Phosphorus	24	2	**26**
TN - Total Nitrogen	24	2	**26**
Fecal coliform	24	2	**26**

Note: VCHC Effluent samples will be collected at **two (2)** locations - Post Filtation & Post RO

PART 3 - VCHC EFFLUENT MONITORING - PFAS REMOVAL EFFICIENCY			
MONTHLY - EFFLUENT SAMPLING	**# of Samples per year**	**QA/QC**	**Subtotals**
Method 1633A - Full 40 PFAS Parameter List	48	4	**52**
QUARTERLY -EFLUENT SAMPLING	**# of Samples per year**	**QA/QC**	**Subtotals**
TOP Assay (Convertible PFAS Precursors)	8	2	**10**

Note: VCHC Effluent samples will be collected at **two (2)** locations - Post Filtation & Post RO

Note: Monthly Effluent samples will be collected twice per month from **two (2)** locations - Post Filtation & Post RO, and each value averaged to represent the "Monthly Average"

3. PFAS Responsibility and Indemnification

3.1 Vendor Responsibilities

Suppliers of carbon or PFAS removal media are responsible for PFAS related certifications, compliant handling, and any PFAS releases or improper disposal under their control.

3.2 County and CIP Solutions Responsibilities

CIP Solutions will coordinate and manage the removal, transportation, and off-site handling of spent GAC media containing PFAS residuals in accordance with all applicable federal, state, and local regulations.

CIP Solutions will transfer spent media to qualified, properly permitted third-party vendors for processing, including regeneration or other approved management practices consistent with current regulatory guidance.

All handling and processing will be performed in accordance with applicable regulations and accepted industry practices at the time of service.

4. Limitations

This Scope of Work defines the complete responsibilities of CIP Solutions and County for the Project. Services or materials not expressly included shall be excluded unless added through written amendment. All work shall comply with applicable regulations and accepted engineering and operational practices.

Commented [A87]: This is not a defined term.

Commented [A88]: Staff must confirm that this is the Parties' intent.

Deleted: S

Deleted: will be transferred

Commented [A89]: Why is this not Applicable Laws?

EXHIBIT 4
INSURANCE REQUIREMENTS

Commented [A90]: The County's Risk Manager is reviewing the insurance provisions.

CIP Solutions shall procure and maintain for the duration of the Performance Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CIP Solutions, its agents, representatives, employees, or subcontractors.

Commercial General Liability

Coverage must be afforded under a per occurrence policy form for limits not less than $2,000,000 each occurrence, $5,000,000 general aggregate, $1,000,000 Products/Completed Operations Aggregate, $2,000,000 Personal and Advertising Injury Liability, $100,000 Fire Damage Liability, $5,000 Medical Expense and $1,000,000 Third Party Property Damage.

Automobile Liability

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than $1,000,000 combined single limit each accident, or $500,000 bodily injury and $500,000 property damage.

Workers' Compensation and Employers' Liability

Statutory coverage to apply for all employees in compliance with the laws and statutes of the State of Florida, and Federal government. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Employers' Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

Should CIP Solutions have "leased" employees, CIP Solutions or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.

Should CIP Solutions have subcontractors, CIP Solutions is responsible for providing evidence of a Workers' Compensation policy and an Employers' Liability policy for all subcontractors on the worksite and in compliance with the above requirements.

Hazardous Materials Insurance

Hazardous materials include all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.

Pollution Liability

Coverage must be afforded under a per occurrence policy form for limits not less than $5,000,000, and to include sudden and gradual release, each claim and aggregate.

Disposal

Coverage must be afforded under a per occurrence policy form for limits not less than $5,000,000 for Sudden, Non-Sudden and Accidental Occurrences, each claim and aggregate.

The Policies Are to Contain, Or Be Endorsed to Contain, The Following Provisions:

1. Commercial General Liability, Automobile Liability, and Hazardous Materials (Pollution Liability, Asbestos Liability & Disposal) Coverages:

   a. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respects to: Liability arising out of activities performed by or on behalf of CIP Solutions, its agents, representatives, and employees; products and completed operations of CIP Solutions; or automobiles owned, leased, hired or borrowed by CIP Solutions. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

   CIP Solutions shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respects to the policy.

   b. CIP Solutions' insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CIP Solutions' insurance and shall be non-contributory.

2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by CIP Solutions for the County.

3. General Insurance Provisions Applicable to All Policies:

   a. Prior to the execution of this Performance Contract, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Performance Contract remains in effect, CIP Solutions shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or contract number, and name or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Named Insured on the applicable coverage(s) set forth above.

   b. CIP Solutions shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.

   c. CIP Solutions agrees that should at any time CIP Solutions fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Performance Contract.

   d. CIP Solutions waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages, which occur during the Performance Contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

   e. CIP Solutions has the sole responsibility for all insurance premiums and policy deductibles.

   f. It is CIP Solutions' responsibility to ensure that its agents, representatives and subcontractors comply with the insurance requirements set forth herein. CIP Solutions shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CIP Solutions shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth.

CIP Solutions understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County reserves these rights to the full extent allowed by law.

CIP Solutions understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of CIP Solutions' obligation to provide and maintain the insurance coverage specified.

SCHEDULE 1

LEASE AND ACCESS AGREEMENT

This Lease and Access Agreement (including any attachments hereto, "**Lease**") is entered into by and between Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions ("**Lessee**"), and Manatee County, a political subdivision of the State of Florida ("**County**") (individually, a "**Party**" and together, the "**Parties**").

Deleted: and effective this __ day of _____, 2026 ("**Effective Date**"),

Deleted: "**CIP Solutions**" or

Recitals

WHEREAS, County owns and operates the municipal solid waste landfill known as the Lena Road Landfill located at 3333 Lena Road in Bradenton, Florida 34211, as more fully described in Exhibit A (the "**Landfill**"); and

Commented [CAO3]: I trust that the County's Surveyor and Director of Utilities have reviewed this exhibit.

WHEREAS, Lessee intends to design, permit, construct and operate a water treatment facility at the Landfill to treat Landfill Leachate and Biosolids Filtrate from the SEWRF (the "**Project**") pursuant to a Performance Contract between Lessee and County of even date herewith ("**Performance Contract**"); and

Commented [CAO4]: Should this be Project Site?

WHEREAS, the Performance Contract contemplated the Parties' execution, delivery, and performance of this Lease; and

Deleted: ¶
¶

WHEREAS, the Board of County Commissioners of Manatee County, Florida (Board) finds that it is in the best interest of the County to enter into this Lease so that Lessee can perform the Project pursuant to the terms of the Performance Contract and this Lease; and

WHEREAS, the Board finds that the Project is in the best interest of the County, that Lessee was the highest and best bidder for Project, and the Project is the highest and best use of the Project Site (as defined below); and

WHEREAS, Lessee desires to lease from County and County desires to lease to Lessee a portion of the Landfill more fully described in Exhibit B ("**Project Site**") solely for those purposes consistent with the Performance Contract and this Lease.

Commented [CAO5]: This exhibit needs substantial rework to be legally sufficient, as it should, at a minimum, be to scale and show where the Project Site is located within the Landfill. Ideally, Exhibit B would include a legal description and sketch. Most concerning is that the red box contains several existing County buildings that would be included as part of the Lease. Below, you will see a note indicating that the legal description and sketch should be added to the Agreement; however, even before that occurs, before the Board executes this Lease, the exhibit needs substantial rework.

NOW THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

Agreement

1. **Interpretation.**

    a. The foregoing Recitals are incorporated by reference as though fully set forth herein.

    b. Capitalized words, terms, and phrases not otherwise defined herein shall have the meaning ascribed to them in the Performance Contract, which was executed on this same date, its Schedules, or its Exhibits, which definitions are incorporated herein by reference.

    c. No ambiguity herein will be construed against either Party for having drafted it, this Lease being the product of negotiation.

    d. Words of any gender shall include all other genders, the singular shall include the plural, and vice versa.

    e. Reference to any person or entity will include successors and permitted assigns thereof, and reference to any law, instrument, or document will be thereto as amended, modified, revised, or restated from time to time.

    f. "Include" and the like will be deemed followed by "without limitation," and "herein" and the like will refer to this entire Lease.

    g. Headings are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Lease. If for any reason there is a conflict between content and headings, the content will control.

    h. Any reference to a "day" or "year" will be to a calendar day or calendar year, as applicable, unless specified otherwise.

    i. All sums herein are expressed in U.S. currency.

2. **Lease and Easements.**

    a. **Lease.**

County hereby leases to Lessee, and Lessee hereby leases from County, upon the terms and subject to the conditions herein, the Project Site, together with all rights, privileges, easements, and appurtenances belonging or in any way pertaining to the Project Site, for Lessee's development, construction, installation, operation, repair, maintenance, modification, replacement, and removal of the Project and related activities and infrastructure, in each case on a twenty-four (24) hours per day, seven (7) days per week basis. Subject to County's rights explicitly set forth herein or in the Performance Contract, Lessee shall have the right to exclusively occupy the Project Site during the Term.

Commented [CAO6]: If there is a difference between the definitions, which document's definition prevails? The Performance Contract is silent as to a conflict in definitions (the Performance Contract states that the Performance Contract takes precedence over any conflicting rights and responsibilities). I would add a sentence as to conflict in definitions. Although it is not leally required, staff may consider adding a sentence mirroring the Performance Contract's order of precedence regarding rights and responsiblities.

Commented [CAO7]: Although not legally required, I would add an exhibit list and incorporate all exhibits by reference.

Commented [CAO8]: Staff to confirm that this reflects their understanding of the business terms. Are there other easements that go through the Project Site? What about the County's existing pipes? This is where the details of Exhibit B are so important, because, if Exhibit B is to be believed, the County is leasing to CIP at least three buildings are part of the Project Site.

b. **Easements.**

In addition to the foregoing lease, County hereby grants to Lessee and Lessee's agents and contractors nonexclusive easements on, over, across, and through (a) that portion of the Landfill more particularly described on Exhibit C-1 ("**Access Easement Area**") for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon; (b) that portion of the Landfill more particularly described on Exhibit C-2 (the "**Pipeline Easement Area**") for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation of SEWRF Wastewater to the Project and for the transportation of treated SEWRF Wastewater to the County's Wastewater Treatment System; and (c) that portion of the Landfill more particularly described on Exhibit C-3 (the "**Electric Easement Area**") for the purpose of installing, maintaining, and operating any equipment or facilities necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project. (Access Easement Area, Pipeline Easement Area, and Electric Easement Area, collectively, "Easement Area").

c. **Permitted Uses.**

During the Term (as defined below), and on the terms and subject to the conditions herein, Lessee (inclusive of all Contractor Personnel) shall have the exclusive right to occupy and use the Project Site solely for all purposes necessary or reasonably convenient to Lessee's performance of the Performance Contract, including (a) developing, constructing, installing, operating, maintaining, modifying, replacing, and/or removing the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater, and interconnecting to the County's Wastewater Treatment System (together, the "**Project Facilities**"); and (b) undertaking all other activities and uses reasonably related thereto and reasonably related to Lessee's performance of the Performance Contract (in each case, in a manner not inconsistent with the Performance Contract) (such purposes collectively, "**Lessee's Operations**").

3. **Term.**

This Lease will be in effect from the Effective Date and run concurrently with the Performance Contract (such period, the "**Term**") and will terminate automatically when the Performance Contract terminates without further action by either Party; provided, Lessee's rights herein will remain in effect to the extent required for the performance of any obligation to be performed by Lessee pursuant hereto or to the Performance Contract after such date. In such case, Lessee's indemnification and insurance provisions shall remain in effect until the later of Lessee's obligations pursuant to Section 11(d) are complete and Lessee has vacated the Landfill and removed all of its property from the Landfill, or as provided by the Performance Contract.

Commented [CAO9]: Note that the County is generally giving CIP an easement to lay pipe, but there are no guardrails in place. For example, I presume that CIP will be disturbing existing pavement (unless they bore); there is nothing related to work conditions, work hours, flaggers (if necessary), how long they have to repair the disturbed asphalt, etc. The foregoing are all business decisions with legal implications.

Commented [CAO10]: Project or Project Site?

Commented [CAO11]: As currently drafted, the definition of Wastewater Treatment System is not limited to the Landfill. Either update that definition or add "at Landfill" here. I suggest updating the definition in the Performance Contract.

Commented [CAO12]: Please review this proposed definition and confirm that it reflects the Parties' agreement. Easement Area is defined in the Performance Contract, and there are several instances of definitions being defined in both the Lease and the Performance Contract. For that reason, although not legally required, I recommend that this important label is identified within the Lease.

Commented [CAO14]: This is legally sufficient; however, staff should note the broad and ambiguous nature of "reasonably", which is used throughout this paragraph.

Commented [CAO15]: This needs to be clarified / better defined.

Commented [CAO16]: This needs to be clarified / better defined.

4. **Rent.**

As full consideration for the rights granted to Lessee herein, Lessee shall pay to County annual rent of one dollar ($1.00) ("**Rent**"), due on the Effective Date and on the first day of each calendar year of the Term thereafter; provided, Lessee may pay all Rent due throughout the Term in a single aggregate sum at any time, in Lessee's discretion.

Commented [CAO17]: Has staff confirmed with the Financial Management Department and the Clerk's office that this provision is acceptable?

5. **Lessee's Obligations.**

a. **General Obligations.**

Lessee's use of the Project Site and the Easement Area shall be limited to those activities reasonably related to Lessee's performance of its obligations, and enjoyment of its rights, pursuant to the Performance Contract and shall comply with all Applicable Laws. Lessee shall obtain all Permits, licenses, and like approvals in connection with its activities under the Performance Contract. Notwithstanding anything to the contrary herein or in the Performance Contract, the Project and any personal property caused to exist on the Project Site shall, as between the Parties, be and remain Lessee's personal property (and not fixtures of the Landfill) regardless of where, how, or for how long situated, other than as explicitly stated otherwise in the Performance Contract. During the Term, Lessee shall keep and maintain the Project Site in a safe and good working order, reasonable wear and tear excepted.

Commented [CAO18]: What about the Easement Area?

Lessee shall, at all times during the Term of this Lease, at its own cost and expense, perform all day-to-day maintenance and repair so as to keep the Project in an orderly, clean, well-maintained condition, and shall keep and maintain the Project in good working order, repair, and condition, as may be required by any applicable Permits or Applicable Law, subject in each case to reasonable wear and tear and scheduled and emergency shutdowns (partial or total).

Commented [CAO19]: Staff to consider as a business decision: Can the public view the Project Site and Easement Area? Do you want the Lessee to keep it looking a certain way or provide scrim for the construction, or are you satisfied with the general language of this section?

b. **Survey and Property Descriptions.**

Prior to the start of construction (including construction preparation activities) on the Project Site or Easement Area, whichever is soonest, Lessee shall have prepared, at its cost, a survey of the Project Site ("**Survey**") reflecting (a) the location of the Project Site and Easement Area, and (b) surveyed metes and bounds descriptions of the Project Site and Easement Area. If County has not notified Lessee in writing of any objection to the Survey within fifteen (15) days of receiving it, the Survey will be conclusively deemed accurate. In the event that the Project Site or Easement Area depicted in the Survey is substantially different from the Project Site or Easement Area depicted in the Exhibits to this Lease, the Parties shall execute an amendment to this Lease causing the Survey to become Exhibit B and Exhibits C-1, through and including C-3 in replacement of any then-existing such exhibits, respectively. Any amendment shall be approved by the Board prior to becoming effective.

Commented [CAO20]: Note that neither this Lease nor the Performance Contract have a timeframe indicating when the Project and construction needs to commence. This is a business term with legal implications.

Commented [CAO21]: As a business decision, I would request a sketch, too.

Commented [CAO22]: I trust that the County's Surveyor has approved this timeframe.

Commented [CAO23]: This is subjective. I suggest that the Parties amend the Lease to include the legal descriptions and sketches once the survey is complete.

Deleted: of County Commissioners

c. **Inspection Rights and Emergencies.**

County, its agents, and the representatives of any governmental authority may enter the Project Site from time to time during customary business hours to examine the Project Site to confirm Lessee's compliance herewith; provided, such entrance will not unreasonably interfere with Lessee's operations. Notwithstanding the foregoing sentence, County may take any action reasonably necessary to resolve or mitigate any condition or situation that presents an imminent or current material threat to any person or property or the environment.

Deleted: (each, an "**Emergency Condition**")

d. **Liens.**

Lessee and its contractors and agents shall not do any act to encumber County's fee simple title in and to the Landfill (including the Project Site and Easement Area) (and Lessee shall notify its contractors(s) and other providing work or materials for any improvements on the Landfill of such requirement), nor shall the interest or estate of County in the Landfill be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee (except in favor of Lessee), and any claim to or lien upon the Project Site or Easement Area arising from any act or omission of Lessee shall accrue only against the leasehold and easement estate of Lessee therein and shall be subject and subordinate to the paramount title and rights of County in and to the Landfill. At any time that it comes to the attention of any Party that a lien or encumbrance is placed on the Landfill, Lessee shall satisfy in full and have removed any liens or encumbrances on the Project Site, Easement Area, and Landfill within 30 days of notice of said lien or encumbrance. It shall be considered a breach of this Lease if a lien or encumbrance is placed on the Landfill and Lessee does not satisfy same within 30 or if a lien or encumbrance remains on the Landfill at expiration or termination of this Lease. The County's interest in the Project Site and Landfill shall not be subject to, and the County shall not be liable for, or bound by, any liens or encumbrances for improvements made by Lessee or as a result of Lessee's Operations. Lessee shall notify its contractors and others providing work or materials for such improvements of this Lease provision.

Commented [CAO25]: What is this referencing? Is this referencing this Lease? If so, I think that can go without saying and this should be stricken.

Deleted: Prior to termination or expiration of this Lease or the Performance Contract,

Deleted: or

Deleted: shall be satisfied in full and removed

The Parties shall execute a Memorandum of Lease, in the form of Exhibit D, which Lessee shall record in the Official Records of the Clerk of the Circuit Court for Manatee County. Upon the expiration or earlier termination of this Lease, the County may execute and record a notice among the same Official Records to evidence the same.

Commented [CAO26]: 1.I don't see that this was provided to the CAO for its review.
2.This exhibit is not referenced in the Performance Contract.

e. **Utilities.**

County shall reasonably cooperate with Lessee's efforts in obtaining any temporary or permanent utility services reasonably requested by Lessee (including by granting such easements or rights of way as the applicable utility provider may require in connection therewith and which do not materially interfere with County's operations on the Landfill).

Commented [CAO27]: What about other entities' easements that the County has granted? Language should be included to ensure that they do not interfere with rights that you have already given to other entities. Please let me know if you need assistance drafting such language.

Pursuant to the Performance Contract, the County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200 amp electrical service, transformer, service drop, metering, and utility-side infrastructure. The County shall make best efforts to complete installation of the electrical service infrastructure in line with overall project timing.

The County shall be responsible for setting up all electrical accounts associated with operation of the treatment system. The County shall be reimbursed for all metered electricity specific to this Project by Lessee on a monthly basis. The County shall provide details on monthly electrical usage and costs when submitting for reimbursement from Lessee. The electrical reimbursement shall be due within fifteen (15) days after Lessee's receipt of an invoice therefor.

Commented [CAO28]: Is this concept expressed by a defined term? If so, use the definition.

During the Term, Lessee shall pay directly to the appropriate utility company all bills for utility services (other than electrical utility services, which will be provided by the County prior to reimbursement) if such services are separately metered, or shall reimburse County for Lessee's share of the cost of such utility service if not separately metered within fifteen (15) days after receipt of an invoice therefor.

f. **Project Site and Easement Area Restoration.**

Upon the termination or expiration of this Lease, Lessee shall restore the Project Site and Easement Area and Lessee's improvements thereon (to the extent not removed) to substantially the same condition that existed on the Effective Date, reasonable wear, tear, casualty, and condemnation excepted. County hereby grants to Lessee a non-exclusive license to enter onto the Landfill, Project Site, and Easement Area during the period following the expiration or termination of this Lease as reasonably required for the purpose of fulfilling such obligations.

Commented [CAO29]: Note that this is very specific and does not contemplate Lessee disturbing other areas of the Landfill. Staff to consider whether additional language to broaden this clause should be added.

At the termination of this Lease, Lessee shall surrender the Project Site free and clear of all liens and encumbrances that may have been incurred by Lessee, if any, and in a reasonably safe condition and materially free of debris.

6. **County's Obligations.**

County covenants for itself and its agents, employees, representatives, contractors, successors, and assigns that it will not, except as otherwise permitted under this Lease or the Performance Contract, (a) interfere with or prohibit Lessee's exercise of its rights under this Lease or under the Performance Contract, or (b) take any action that would obstruct or prevent Lessee's access to or use of the Landfill, the Project Site, or the Easement Area for the purposes specified in this Lease and in the Performance Contract.

Commented [CAO30]: Why is the Lessee needing access to or use of the Landfill outside of the Project Site or Easement Area?

7. **Representations and Warranties.**

Each Party represents and warrants to the other Party that:

a. In the case of Lessee, it is validly existing and duly organized and in good standing under the laws of the state of Florida, and is licensed to do business in the State of Florida; and
b. In the case of County, it is a political subdivision of the State of Florida, duly organized and validly existing; and
c. It has full power and authority to execute, deliver, and perform under this Lease, and the execution, delivery, and performance hereof have been duly and validly authorized by all necessary action on its part, and will not violate (i) in the case of Lessee, the articles of organization, operating agreement, or other organizational documents of it, and (ii) in the case of the County, will not conflict with, or constitute a breach of or default under, any law, or any administrative regulation, consent decree, ordinance, resolution or any agreement or other instrument to which the County is subject, and (iii) in the case of each Party, will not violate any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which it or its assets are bound; and
d. This Lease constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally; and
e. No suit, action, or arbitration, or legal, administrative, or other proceeding, is pending or has been threatened against it that would have a material adverse effect on the validity or enforceability of this Lease or its ability to fulfill its obligations hereunder, or that could result in any material adverse change in the business or financial condition of it; and

County represents and warrants to Lessee that during the Term, Lessee will quietly possess and enjoy the Project Site.

8. No State or County Obligation.

This Lease does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

The obligations of County under this Lease are subject to the availability of funds lawfully appropriated annually for its purposes by the Board, and the availability of funds, if any, through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Lease, County shall have the option of terminating this Lease and obligations hereunder without being deemed to be in default of this Lease. If County terminates this Lease due to a lack of funding pursuant to this

Deleted: <#>No governmental approval (other than any governmental approvals which have been previously obtained or will be obtained by the date required) is required in connection with the due authorization, execution, and delivery of this Lease by it or the performance of its obligations hereunder.¶

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provision, all rights and liabilities of the Parties, with the exception of Section 15, arising under this Lease shall terminate.

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9. Hazardous Materials and Environmental Matters.

Commented [CAO31]: Although this is a business term with legal considerations, staff must carefully review. Lessee is not indemnifying the County for any negligence, injuries, etc. caused by environmental matters. Staff to review the other indemnification provisions throughout the Lease to determine whether it fully protects the County, or whether this accurately reflects negotiated business terms.

During the Term, and without waiving the County's sovereign immunity, each Party shall comply with all Applicable Laws relating to the receipt, handling, use, storage, transportation, generation, discharge, release, and disposal of any Hazardous Substance. Each Party ("**Indemnitor**") will indemnify, defend, and hold harmless the other Party, its Affiliates, their respective successors and assigns, and the employees, agents, owners, officers, and directors of the foregoing (together, "**Indemnitees**") with respect to any loss to the extent arising (a) from Indemnitor's or its agents' improper act with respect to any Hazardous Substance, or (b) Hazardous Substance while in Indemnitor's or its agents' custody or control (unless provided to it by any Indemnitee). Any indemnification obligation of the County within this Lease is specifically limited to indemnification for its own acts or omissions in accordance with and subject to the monetary limitations found in Section 768.28, Florida Statutes, and from legally available and lawfully appropriate funds.

Commented [CAO32]: This is a very large limitation.

Each Party shall promptly notify the other Party upon the notifying Party becoming aware, with respect to the Landfill, the Project Site, or the Easement Area, of: (a) any enforcement, cleanup, or other regulatory action taken or threatened against either Party by any government entity with respect to the presence of any Hazardous Substance, (b) any demands or claims made or threatened by any person against either Party relating to any loss or injury resulting from any Hazardous Substance, (c) any unlawful release, discharge, or non-routine, improper, or unlawful disposal or transportation of any Hazardous Substance, and/or (d) any matters where either Party is required by Applicable Laws to give a notice to any governmental entity with respect to Hazardous Substance.

Commented [CAO33]: Staff to consider whether there should be a geographic limitation here? Does the County need to notify Lessee for everything at Landfill?

THE PROJECT SITE IS BEING LEASED IN AN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS LEASE. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY COUNTY OR BY ANY MEMBER, OFFICER, PERSON, FIRM, AGENT, OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF COUNTY AS TO (I) THE CONDITION OR STATE OF REPAIR OF THE PROJECT SITE; (II) THE COMPLIANCE OR NON-COMPLIANCE OF THE PROJECT SITE WITH ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING OR DEVELOPMENT CODES); (III) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROJECT SITE; (IV) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROJECT SITE OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE

Commented [CAO34]: The CAO trusts that staff has read, understands, and agrees with these terms. These are business terms with legal implications.

PROJECT SITE OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES REGARDING THE SUBJECT MATTER HEREOF ARE MERGED INTO THIS LEASE AND THE EXHIBITS HERETO ANNEXED, WHICH COLLECTIVELY ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT REGARDING THE SUBJECT MATTER HEREOF, AND THAT THIS LEASE HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR FULL INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER IN DETERMINING WHETHER TO ENTER HEREINTO UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS LEASE AND THE EXHIBITS ANNEXED HERETO OR THE PERFORMANCE CONTRACT. EXCEPT FOR THOSE REPRESENTATIONS, WARRANTIES, COVENANTS, AND PROMISES EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, LESSEE WAIVES AND RELEASES COUNTY FROM ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE CONDITION, OPERATION OR ECONOMIC PERFORMANCE OF THE PROJECT SITE, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ALLEGED PRESENCE OF MATERIALS IN VIOLATION OF ENVIRONMENTAL LAWS IN, ON, UNDER OR ABOUT THE PROJECT SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER; (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND; OR (III) APPLICABLE LAWS.

10. Taxes.

Lessee shall pay when due any and all taxes and assessments and any related fine, fee, or penalty accruing with respect to its own personal or real property or operations (collectively, "**Taxes**"). Lessee will reimburse County with respect to any Taxes to the extent accruing with respect to the Project Site upon County's receipt of reasonable supporting documentation of County's payment thereof. Each Party will promptly reimburse and indemnify, defend, and hold harmless the other Party with respect to any Taxes improperly charged to or paid by the Party not responsible therefor. Nothing in this Section will or will be construed to obligate County to pay Taxes or limit either Party's right to contest any Taxes in good faith. Nothing herein shall affect Lessee's normal tax liability, including but not limited to personal property, real property, sales, service, income, or other such taxes. Lessee shall be responsible for payment of federal, state, and local taxes which may be imposed upon Lessee under Applicable Law to the extent that Lessee is responsible for the payment of same under Applicable Law.

Commented [CAO35]: and Easement Area?

11. Default and Remedies.

a. **Events of Default.**

An "**Event of Default**" hereunder means a Party's failure to perform, or breach of, any term, provision, condition, covenant, warranty, representation, or promise herein which (unless another period is specified herein or in the Performance Contract with respect to the cure of such failure or breach) continues beyond the date that is thirty (30) days from the date the defaulting Party receives written notice of such failure or breach ("**Notice of Default**") from the non-defaulting Party. If an Event of Default cannot reasonably be cured within such period or cannot be cured with the payment of money, such period will be extended as reasonably necessary, but not more than ninety (90) days from the date the defaulting Party receives the relevant Notice of Default, to permit such cure if the defaulting Party is actively pursuing such cure.

b. **Remedies.**

Each Party agrees that, in the event of an uncured Event of Default, the other Party may suffer irreparable injury for which money damages alone may be an inadequate remedy, such that the non-defaulting Party will be entitled to seek all remedies, at law or in equity, including specific performance, without posting a bond. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non-defaulting Party will have the right to terminate this Lease by providing written notice to the other Party.

c. **Limitation of Liability.**

Excluding only a Party's obligations with respect to third-party indemnity owed to the other Party, and except as expressly provided in the Performance Contract, neither Party will be liable to the other for any consequential, speculative, punitive, exemplary, future, incidental, or indirect damages, including lost profits, hereunder. Notwithstanding the foregoing, if Lessee terminates this Lease during the Initial Term as a result of an uncured Event of Default on the part of the County, Lessee shall be entitled to receive payment for any remaining years of compensation for the MVC pursuant to the Performance Contract, in addition to any other legal remedies.

d. **Effects of Termination.**

Without further expense to the County, Lessee shall, within six (6) months after the termination of this Lease (whether by expiration or by termination prior to the expiration date), remove all Lessee's property to the extent existing above-grade, including the Project, from the Project Site and seal and cap any above-grade openings caused by such removal (and Lessee's lease and easement rights herein will continue without cost during such reasonably necessary removal period). In the event Lessee fails to remove Lessee's property in accordance with this Section, Lessee shall reimburse County for the reasonable and documented cost of such removal, without markup.

Commented [CAO36]: Note that this section is a business term with legal implications. Staff should contact me with any questions or concerns.

Deleted: CIP Solutions

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Commented [CAO37]: Staff must carefully review this business term that has legal implications.

Commented [CAO38]: What about below-grade?

12. Indemnity and Insurance.

a. **Indemnity.**

In addition to its obligations pursuant to Sections 9 and 10, each Indemnitor will indemnify, defend, and hold harmless Indemnitees with respect to any third-party claim to the extent arising from negligence, willful misconduct, violation of any Applicable Laws, or breach of this Lease by Indemnitor, its officers, employees, agents, invitees or subcontractors. County's indemnification shall be limited by Section 768.28, Florida Statutes and lawfully available and appropriated funds.

b. **Insurance.**

At all times during the Term, Lessee and County shall maintain any insurance coverage required pursuant to the Performance Contract.

13. Assignment.

Neither Party may assign this Lease, in whole or in part, without the other Party's prior written consent, which consent shall not to be unreasonably withheld, conditioned, or delayed.

Deleted: This Lease touches and concerns, and will run with, the Landfill.

14. Condemnation and Casualty.

a. **Condemnation.**

If, during the Term, there is a taking for any public or quasi-public use under any Applicable Laws or by right of eminent domain of the Landfill or any material portion of the Landfill that renders the remaining portion of the Landfill unfeasible for use by Lessee (as determined by Lessee in its reasonable discretion), Lessee shall have the right to terminate this Lease and the Performance Contract upon written notice to County, such termination to be effective at the time the condemning authority shall take actual possession of the affected portion of the Landfill. Such termination shall be without prejudice to the rights of either Party to recover compensation from the condemning authority for any loss or expense caused by such condemnation. If such taking does not render the remaining portion of the Landfill unfeasible for use by Lessee (as determined by Lessee in its reasonable discretion), the Parties will negotiate in good faith any amendment hereto required to provide Lessee with the use lost via such taking. The proceeds of any condemnation award shall be allocated and paid out as follows, and in the following order: first, County will receive the portion thereof allocable to its fee interest in the Landfill, as applicable; second, Lessee will receive the portion thereof (or remainder thereof) allocable to the Project Site, including for any relocation thereof.

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Commented [CAO39]: Shouldn't this be Project Site and Easement Area?

Commented [CAO40]: This is a business term, but doesn't the County want this option, too? What if the Landfill is taken such that we need the space?

Commented [CAO41]: As currently drafted, this sentence is confusing to me. What is the County willing to amend? The County cannot provide Lessee "use". Is the County giving the Lessee a new location? Are the Parties amending payment terms? If you want to be more flexible and not provide specificity, that is acceptable, this sentence just needs to be clarified.

b. **Casualty.**

In the event of damage by fire or other casualty event to the Project Site or the Project that cannot reasonably be expected to be repaired within ninety (90) days, Lessee may, within forty-five (45) days of such period expiring, terminate this Lease and the Performance Contract upon thirty (30) days written notice to County.

Commented [CAO42]: What is this trying to say? Lessee has 45 days after 90 days to provide the County with Lessee's notice of termination?

15. Miscellaneous.

a. **Survival.**

In the event of any termination or expiration of this Lease, the following provisions will survive to the extent permitted by law: Section 1, Section 5, Sections 7 through, and including, 11, and Sections 16-20.

Commented [CAO43]: The CAO recommends Sections 12 and 27 also survive to the fullest extent possible.

b. **Force Majeure.**

Neither Party will be responsible to the other Party for damages, loss, injury, or delay caused by Force Majeure Events. Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, tropical storm, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Performance Contract, is beyond the control and without the fault or negligence of the Party seeking relief under this Lease.

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c. **No Waiver.**

No waiver or any right or remedy hereunder will be effective unless in writing and signed by the Party against which operative.

d. **Severability.**

If any term or provision of this Lease is held invalid or unenforceable, the remainder shall remain in full force and effect and the Parties shall negotiate in good faith a replacement of such term or provision that most closely reflects the intent of such term or provision.

e. **Independent Contractors.**

The Parties will always be independent contractors of each other hereunder; there shall be no agency, partnership, employment, joint venture, or like relationship formed between them by virtue of this Lease or their respective performance hereunder.

f. **Third-Party Beneficiaries, Successors, and Assigns.**

This Lease is solely for the benefit of the Parties and their respective successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto. This Lease will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

Deleted: and will touch and concern, and run with, the land…

g. **Notices.**

Any notice or communication required hereunder will be in writing and will be deemed received (i) three (3) days after mailing, if via first class U.S. mail, postage prepaid, or (ii) when shown, if sent via registered or certified mail, return receipt requested, in each case to the recipient at its address below. Communication via email shall not constitute legal notice and email addresses are provided as a courtesy. A Party may change its address for notice from time to time pursuant to this Section.

If to County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County
County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205

If to Lessee:

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CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151

Email: bgalvano@grimesgalvano.com

16. Amendment.

This Lease may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Board.

Deleted: of County Commissioners of Manatee County, Florida…

17. Governing Law and Venue.

This Lease and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Venue shall be in the 12th Judicial Circuit Court of the State of Florida, Manatee County Division, unless removed to the Federal Middle District of Florida, Tampa Division. The Parties irrevocably submit to the jurisdiction of such courts.

18. No State or County Obligation.

This Lease does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

19. Public Records.

Pursuant to Section 119.0701, Florida Statutes, to the extent Lessee is performing services on behalf of County, Lessee shall:

a. Keep and maintain public records that would ordinarily be required by County to perform the service.

b. Upon request from County's custodian of public records, provide County 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.

c. Ensure that records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease and following completion of this Lease if Lessee does not transfer the records to County.

d. Upon completion of this Lease, transfer, at no cost, to County all public records in possession of Lessee or keep and maintain public records required by County to perform the service. If Lessee transfers all public

records to County upon completion of this Lease, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon completion of this Lease, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

20. No Waiver of Sovereign Immunity.

Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statues or immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Lease. No term or condition contained in this Lease shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

21. Anti-Human Trafficking.

Lessee shall provide County with a sworn affidavit herein attached as Exhibit E to be signed by an officer or a representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("**Anti-Human Trafficking Affidavit**"). The Anti-Human Trafficking Affidavit must be provided to County on or before the Effective Date and at the commencement of each renewal of the Term. This Lease shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

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Commented [CAO44]: The Performance Contract identifies this as Exhibit D. Ensure that all references are accurate.

22. Foreign Countries of Concern.

Pursuant to Section 287.138, Florida Statutes, Lessee must provide County with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in Lessee, and that Lessee is not organized under the laws of or has its principal place of business in a foreign country of concern ("**Foreign Countries of Concern Affidavit**"). The Foreign Countries of Concern Affidavit must be in a form substantially similar to Exhibit F. This Lease shall not be effective unless and until County receives the Foreign Countries of Concern Affidavit from Lessee and must be provided to County on or before the commencement of any renewal or extension of this Lease.

Commented [CAO45]: The Performance Contract has this as Exhibit E. Ensure references are correct.

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23. Non-Discrimination.

Lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Lease on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.134(3)(a), Florida Statutes:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Lessee warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

24. Scrutinized Companies.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Lease constitutes certification by Lessee that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Lessee further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Lessee acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Lessee further understands that the Lease with County for goods or services of any amount may be terminated at County's option if Lessee (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

25. Public Entity Crimes.

The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Lessee warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted

vendor list occurs. If subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

26. E-Verify.

Lessee and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Lease, Lessee certifies that, if applicable and required by law, Lessee and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095(5), Florida Statutes. This article serves as notice to the Lessee regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Lease if it has a good faith belief that the Lessee has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Lessee will not be eligible for the award of a public contract for at least one (1) year after the date of such termination. Lessee will be liable for any additional costs incurred by County due to contract termination under this Section.

Deleted: Terms

27. No Development Rights Conferred.

The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Lease shall: (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

Deleted: except as set forth herein

Deleted: Except as set forth herein, n

28. Invalidity of Clauses.

The invalidity of any part, portion, article, paragraph, provision, or clause of this Lease will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Lease will be valid and enforced to the fullest extent permitted by law.

29. County Access.

In addition to the rights reserved to the County in this Lease and Performance Contract, County and its employees and agents shall also have the right, upon providing prior reasonable notice, to access the Project and to review and inspect Lessee's Operations from time to time during the term of this Lease in a manner that does not unreasonably

interfere with Lessee's Operations. Such review and approval shall create no warranties by County and shall be limited to the extend necessary to satisfy County that, in County's sole judgement, Lessee's Operations on the Project Site (a) comply with Applicable Law and the terms and conditions of this Lease, (b) do not affect or interfere with County, the Landfill, or County's operations at the Landfill except as contemplated herein or in the Performance Contract, and (c) are limited to permitted uses. County shall comply with Lessee's reasonable rules and requirements applicable to all persons that enter the Project as may be noticed to County in writing from time to time, and shall cause its officers, directors, employees, agents, contractors, and invitees to comply with such rules and requirements when at the Project or on the Project Site.

Deleted: to

30. Legal Fees and Costs.

Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgement proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Lease.

31. Authority to Execute.

Each Party hereto covenants to the other Party that it has lawful authority to execute and enter into this Lease.

32. Counterparts.

This Lease may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.

Signature page follows.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed effective as of the date set forth below.

Deleted: above

CHEMICAL INJECTION PARTNERS FLORIDA, LLC,
a Florida limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED by the Board of County Commissioners of Manatee County, Florida with a quorum present and voting, on this _____, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Chairperson, Board of County Commissioners

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Exhibit A

Landfill

MANATEE COUNTY PARCEL #567110051

PARCEL "A" (FORMERLY PARCEL A&B): THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO: THE N1/2 OF THE NW1/4 OF SEC 6, AND ALL OF SEC 31, TWN 34 S, RNG 19 E; LESS THAT PART OF SEC 31, LYING E OF A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, PARCEL "B": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THE PROPERTY; LESS THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6, LYING NLY OF A LN WHICH IS THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6 LYING ELY OF A LN WHICH IS PAR WITH & 1690 FT ELY OF THE E LN OF THE NW1/4 OF SD SEC 6 & ANY NLY OR SLY EXT THEREOF, ALSO THAT PART OF SEC 7, TWN 35 S, RNG 19 E LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THROUGH THE PROPERTY; PARCEL "C": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N LN OF SD SEC 6, & BOUNDED ON THE W BY THE E LN OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE S BY THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT ELY OF & PAR WITH THE E LN OF THE NW1/4 OF SD SEC 6, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N BY THE N LN OF SD SEC 31, & BOUNDED ON THE W BY A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE E BY A LN, WHICH LIES 300 FT ELY OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING ON THE N BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE W BY THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY THE S LN OF SEC 31, TWN 34 S, RNG 19 E, (ALSO BEING THE N LN OF SEC 6, TWN 35 S, RNG 19 E) & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT E OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E; PARCEL "D" (FORMERLY ADAMS PROPERTY): THE N1/2 OF THE NE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS ANY PORTION CONVEYED TO E & W COAST RAILWAY IN (DB 61 PG 547); SUBJECT TO R/W AGREEMENT REC IN (485/250) & SUBJECT TO EASMNT TO FPL CO REC IN (981/3999); PARCEL "E" (OLD GUN CLUB): S1/2 OF NE1/4 SUBJECT TO EASMNT AS DESC IN (485/242); PARCEL "F" (KNOWN AS WWTP): THE N 30 AC OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS THE W 330 FT OF FPL CO EASMNT, MORE PARTICULARLY DESC AS FOL: BEG AT THE NE COR OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E; TH N 89 DEG 31 MIN 38 SEC W, ALG THE N LN OF SD SE1/4, 2320.99 FT TO THE INT WITH THE E LN OF A 330 FT WIDE FPL CO EASMNT; TH S 00 DEG 19 MIN 24 SEC

W, ALG SD E EASMNT LN, PAR TO THE W LN OF SD SE1/4 & 330 FT ELY THEREFROM, 562.92 FT; TH S 89 DEG 31 MIN 38 SEC E, PAR TO THE N LN OF SD SE1/4, 2321.97 FT TO THE INT WITH THE E LN OF SD SE1/4; TH N 00 DEG 13 MIN 25 SEC E, ALG SD E LN, 562.92 FT THE POB, BEING & LYING IN THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, CONT 30 AC M/L; PARCEL "G" (UNDEVELOPED PROPERTY): THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS 30 AC PREVIOUSLY CONVEYED TO MAN CO, REC IN (947/1386), SUBJECT TO FPL CO EASMNT AS DESC IN (1006/2513); "H": ALSO BEGING AT THE NE COR OF SEC 12, TWN 35 S, RNG 18 E, TH N 89 DEG 30 MIN 21 SEC W ALG THE SEC LN BETWEEN SECS 1&12, TWN 35 S, RNG 18 E, A DIST OF 2655.59 FT M/L TO A CONC MON ON THE W LN OF FPL TRANSMISSION LN EASMNT REC IN (1006/2513); TH S ALG THE W LN OF SD FPL CO EASMNT A DIST OF 2580 FT M/L TO THE C/L OF HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); TH NLY ALG THE C/L OF SD EASMNT A DIST OF 3000 FT M/L TO A CONC MON ON THE E LN OF SD SEC 12 & 989.94 FT M/L TO THE NW COR OF SEC 12; TH NLY ALG THE E LN OF SD SEC 12, A DIST OF 989.94 FT M/L TO THE POB; SUBJ TO HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); ALSO SUBJ TO ACCESS EASMNT REC IN OR 2749/3191. PI#5671.1005/1

Exhibit B

Project Site

The following pages represent the Project Site, which sits within the Landfill (Parcel #567110051 in Exhibit A).

The Project Site is defined by the outlined red box on the following page. The additional pages are provided for more detail on the site layout for information purposes.

Exhibit C-1

Access Easement Area

The following page illustrates the Access Easement area (defined by the blue, rectangular box) within the Landfill to the Project Site area (defined by the red, rectangular box).

Exhibit C-2

Pipeline Easement Area

The following page illustrates the Pipeline Easement area (defined by the blue, rectangular box) within the Landfill to the Project Site area (defined by the red, rectangular box).

Exhibit C-3

Electric Easement Area

[TO BE PROVIDED BY FPL UPON FINAL PROJECT APPROVAL BY THE COUNTY]

EXHIBIT D

ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.

2. I am over eighteen years of age, and the following information is given from my own personal knowledge.

3. Entity is a nongovernmental Entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT E

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

5. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.

6. I am over eighteen years of age and the following information is given from my own personal knowledge.

7. I hereby attest that:

    a. Entity is not owned by the government of a foreign country of concern;

    b. No government of a foreign country of concern has a controlling interest in Entity; and

    c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.

8. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

9. I understand that in accordance with Section 287.138, Florida Statutes, "foreign county of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

10. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____
Signature
STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

September 1, 2026 - Regular Meeting

Subject
Updates to Agenda - August 27, 2026

Category
ANNOUNCEMENTS

Briefings
None

Contact and/or Presenter Information
Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested
Updates incorporated appropriately

Enabling/Regulating Authority
N/A

Applicable Advisory Board
N/A

Background Discussion
Below are agenda updates (dated 8/27/26) for the meeting of September 1, 2026:

GENERIC PUBLIC COMMENTS
- This agenda item was added to the Agenda.

AWARDS/PRESENTATIONS/PROCLAMATIONS
Presentations
Item 2, Project Grace Follow-Up Discussion and Staff Responses to Board and Community Questions and Concerns - District 5
- This item was updated with additional public comments.

CONSENT AGENDA
Community and Veterans Services
Item 40, Review of Proposed FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Application for Manatee County Sheriff's Office Public Safety Needs, Dr. Renese M. Remy, Criminal Justice Policy Coordinator - Countywide
- This agenda item was added to the Agenda.

Financial Management
Item 13, Adoption of Budget Amendment Resolution B-26-105; and Budget Amendment Resolution B-26-106 for Infrastructure Sales Tax

- This agenda item was updated with Budget Amendment Resolution B-26-106 and revised Budget Amendment Resolution B-26-105.

REGULAR

Administrator
Item 32, Confirmation of Appointment of Deputy County Administrator

- This agenda item was updated with Stephanie Garrison's resume.

Financial Management
Item 38, Continued Discussion Regarding County Reserve Policy, Claudia Campos, Interim Chief Financial Officer

- This agenda item was added to the Agenda.

Government Relations
Item 34, Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; and Adoption of Budget Amendment Resolution B-26-109, Aimee Johnson, Economic Development Division Manager - District 5

- This agenda item was updated with Commissioner Questions, revised Cover Sheet that includes a revised Title and Action Requested (in strikethrough/underline format), Resolution R-26-122, and the County Administrator Recommendation Memorandum (dated 8/27/26).

Human Resources
Item 37, Approval of the 2027 Medical, Dental, Vision, and Retiree cost sharing for the self-funded and fully insured employer sponsored benefits, Kate Rucker, Human Resources Manager

- This agenda item was added to the Agenda.

REPORTS

Public Works
Item 39, Projected Transit System Changes for Manatee County

- This agenda item was added to the Agenda.

Attorney Review
Not Reviewed (No apparent legal issues)

Instructions to Board Records
N/A

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A

September 1, 2026 - Regular Meeting

Subject
Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; ~~and~~ Adoption of Budget Amendment Resolution B-26-109, and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5

Category
REGULAR

Briefings
All

Contact and/or Presenter Information
Aimee Johnson, Economic Development Division Manager

Action Requested
Provide direction and Approval for staff to proceed with the proposed privately financed treatment facility at the Lena Road Landfill; and
Adoption of Budget Resolution B-26-109 amending the annual budget for Manatee County, FL, for fiscal year 2026; and
Adoption of Resolution R-26-122 authorizing leasing a portion of County property to Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions

Enabling/Regulating Authority
Chapter 125.35, Florida Statutes; Chapter 2-2, Article XII – Disposition of Surplus Lands~~N/A~~

Applicable Advisory Board
N/A

Background Discussion
The proposed privately financed treatment facility at the Lena Road Landfill would reduce leachate impacts, expand reclaimed water capacity, improve PFAS readiness, and support long-term infrastructure resilience. The private partner would finance, construct, operate, and maintain the facility, with the County purchasing treatment services or treated water. Procurement has completed the requisition process. Board approval is requested to proceed.

Attorney Review
Other (Requires explanation in field below) Waterman
On July 23, 2026, in response to RLS No. 25/26-0369, the County Attorney's Office (CAO) advised that the agreement submitted for review was not legally sufficient and recommended that staff carefully review the RLS response memorandum (attached), the comments and redlined edits in the agreement, intelligently update the agreement, and resubmit to the CAO for legal review.

Staff has declined to follow the CAO's request that the documents be resubmitted for additional legal review prior to presenting same to the Board for consideration. The CAO has not opined as to the legal sufficiency of the proposed documents and the County's Risk Manager has not approved the insurance provisions contained within the proposed agreement.

Instructions to Board Records
Aimee Johnson; Stephanie Garrison

Cost and Funds Source Account Number and Name
Solid Waste Utility

Amount and Frequency of Recurring Costs
$4.2-$4.5M, Annually

RESOLUTION NO. R-26-122

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, DECLARING CERTAIN COUNTY REAL PROPERTY AS SURPLUS AND AUTHORIZING LEASING COUNTY PROPERTY TO CHEMICAL INJECTION PARTNERS FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY D/B/A CIP SOLUTIONS PURSUANT TO SECTION 125.35, FLORIDA STATUES

WHEREAS, Manatee County, a political subdivision of the State of Florida, (County) holds title and possession to certain real property depicted in **Exhibit A** (hereinafter the Property), attached hereto and by this reference incorporated herein); and

WHEREAS, Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions (CIP), is a provider of specialized wastewater treatment support services and has requested the County lease the Property for the purpose of establishing facilities and equipment necessary to support proposed wastewater treatment activities, including the handling and processing of landfill leachate and biosolids filtrate; and

WHEREAS, Section 125.35, Florida Statues, and Article XII of Chapter 2-2 of the County's Code of Ordinances (Code) provides that the Board of County Commissioners of Manatee County, Florida (Board) is authorized to lease real property owned by the County when such property is not needed for County purposes, provided the Board is satisfied that such property is required for its intended use; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The recitals set forth above are hereby adopted as findings of this Board and are incorporated herein by reference.

2. The Property is not needed for public purpose.

3. The Board hereby declares the Property as surplus.

4. The Board determined that it is in the best interest of the County, its citizens, the taxpayers and the community to lease the Property.

5. The Board hereby, pursuant to Section 125.35, Florida Statues, authorizes and approves leasing the Property to CIP in accordance with the terms and conditions of Schedule

1 – Lease and Access Agreement of the Performance Contract for SEWRF Wastewater Treatment Services, Including Landfill Leachate and Biosolids Filtrate (Performance Contract), attached hereto as **Exhibit B** and incorporated herein by this reference.

6. The Chairperson or Vice Chairperson of the Board is hereby authorized to execute the Performance Contract on behalf of the County.

7. The provisions of this Resolution shall supersede the provisions of any other rule, policy, or Resolution that conflicts with and cannot be reconciled with the provisions of this Resolution.

8. If any section, sentence, clause, or other provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

9. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this 1st day of September, 2026.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

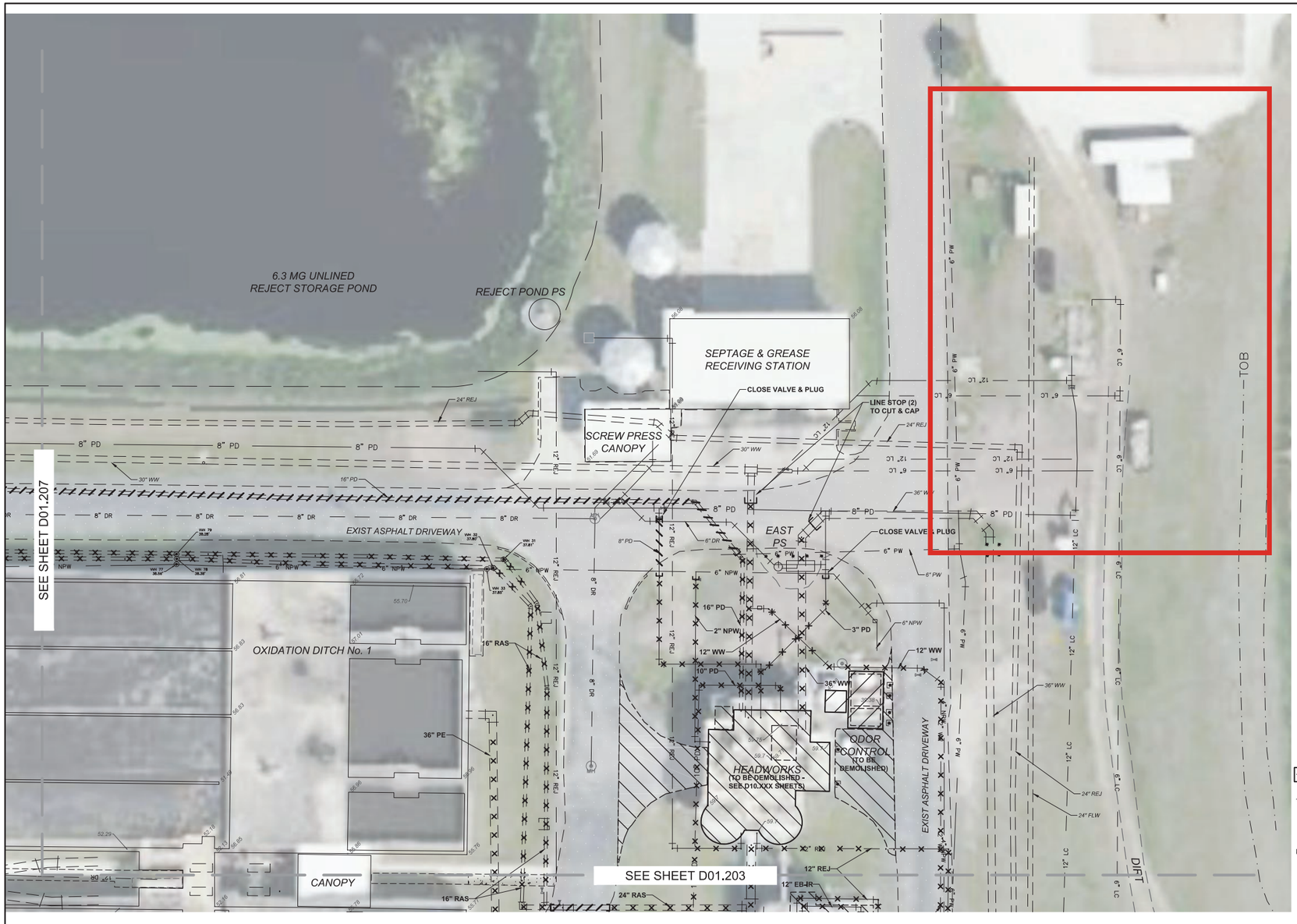
By: _____
Deputy Clerk

Exhibit A

Project Site

The following page represent the Project Site, which sits within the Landfill (Parcel #567110051 in Exhibit A).

The Project Site is defined by the outlined red box on the following page.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL A. CHIAVAROLI ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCHEL A. CHIAVAROLI P.E. No. 56335

Jacobs

McKIM&CREED
1365 Hamlet Avenue
Clearwater, Florida 33756-3331
Phone: (727) 442-7196, Fax: (727) 461-3827
CA Lic. No. 29588
www.mckimcreed.com

Manatee County FLORIDA
UTILITIES DEPARTMENT
4410 66th Street West
Bradenton, Florida 34210
(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

C:\USERS\JKELLY\DC\ACCDOCS\MCKIM & CREED, INC-\01024-0195_MANATEE_SEWRF_CAP_IMP\PROJECT FILES\01-DESIGN\MCKIM_CREED\01-ACAD\04-SHEETS\42-DEMO\D01.2 - DEMO PLAN.DWG 06/26/2024 14:19:28 JOHN KELLY

260430 v8a

PERFORMANCE CONTRACT
FOR
SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE

By and Between
Chemical Injection Partners Florida, LLC d/b/a CIP Solutions

and

Manatee County

_____, 2026

PERFORMANCE CONTRACT
FOR
SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE

This **PERFORMANCE CONTRACT FOR SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE** ("Performance Contract") is made by and between MANATEE COUNTY, a political subdivision of the State of Florida ("County"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and CHEMICAL INJECTION PARTNERS FLORIDA, LLC, a Florida limited liability company d/b/a CIP Solutions (**"**CIP Solutions") with offices located at 6230 University Parkway, Suite 201, Lakewood Ranch, Florida 34240. County and CIP Solutions are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County owns and operates the Lena Road Landfill and the Southeast Water Reclamation Facility located at 3333 Lena Road, Bradenton, FL 34211 ("SEWRF"), which is a wastewater treatment plant that generates Landfill Leachate and Biosolids Filtrate (all defined below);

WHEREAS, CIP Solutions has conducted a pilot study for a scalable, energy-efficient, treatment-media-based wastewater treatment system to process and treat Landfill Leachate and Biosolids Filtrate (the "Pilot");

WHEREAS, CIP Solutions and the County desire to enter into this Performance Contract to expand the scope of the Pilot into the Project (as defined below);

WHEREAS, the Project serves a valid public purpose by providing a scalable, energy-efficient, treatment-media-based wastewater treatment system to process Landfill Leachate and Biosolids Filtrate;

WHEREAS, the Board has determined that it is in the best interest of the County to enter into this Performance Contract, that CIP Solutions is the highest and best bidder for the Project, and the Project is the highest and best use of the Project Site (as defined below); and

WHEREAS, the Parties acknowledge that CIP Solutions is making a substantial, Project-specific capital investment in reliance upon the County's commitments under this Performance Contract, including the Minimum Volume Commitment and the full Initial

Term, and that CIP Solutions' ability to recover that investment depends on performance of those commitments;

WHEREAS, the Parties wish to enter into this Performance Contract whereby CIP Solutions will design, permit, construct and operate the Project and the County will compensate CIP Solutions for the treatment of Landfill Leachate and Biosolids Filtrate, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. **CONTRACT DOCUMENTS**. The Recitals set forth above are incorporated by reference. In addition to the terms and conditions of this Performance Contract, the following Exhibits and Schedules are incorporated into, and shall be deemed an integral part of, this Performance Contract; provided, however, that, for the avoidance of doubt, Schedule 1, the Lease and Access Agreement, shall be a stand-alone agreement. The two agreements are interdependent: a default under either is a default under both, neither may be terminated without the other, and CIP Solutions' obligations under the Lease are subject to the County's payment and other obligations under this Performance Contract.

   Exhibit 1 – Anti-Human Trafficking Affidavit
   Exhibit 2 – Foreign Countries of Concern Affidavit
   Exhibit 3 – Scope of Work
   Exhibit 4 – Insurance Requirements

   Schedule 1 – Lease and Access Agreement
      Exhibit A – Landfill
      Exhibit B – Project Site
      Exhibit C-1 – Access Easement Area
      Exhibit C-2 – Pipeline Easement Area
      Exhibit C-3 – Electric Easement Area
      Exhibit D – Anti-Human Trafficking Affidavit
      Exhibit E – Foreign Countries of Concern Affidavit

   Terms and definitions not otherwise defined in this Performance Contract shall have the meaning ascribed to such terms in the Exhibits and Schedules referenced herein. In the event of any conflicting or cumulative rights and responsibilities between the Schedules and this Performance Contract, this Performance Contract shall take precedence and govern with respect to payment, the Minimum Volume Commitment, Termination Compensation, treatment-performance obligations, and all other commercial rights and responsibilities of the Parties.

2. DEFINITIONS. Each of the following initially capitalized terms as used herein shall have the following meanings:

"Access Easement Area" means the nonexclusive easements on, over, across, and through that portion of the Landfill more particularly described on Exhibit C-1 of Schedule 1 for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon.

"Applicable Law" means all applicable federal, state, and local laws, rules, regulations, and permits in effect at the time of determination, including common law and Environmental Law. References to "Applicable Law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

"Biosolids Filtrate" means filtrate wastewater produced by or associated with the County's biosolids dewatering or drying operations, whether generated at SEWRF, the Landfill, or another County facility, and delivered or made available by or on behalf of the County to the Project for treatment.

"Board" means the Board of County Commissioners of Manatee County, Florida.

"Business Day" means any day that is not a Saturday, Sunday, or holiday in the State of Florida.

"Commercial Operations Date" means the date on which a water sample is collected that, upon laboratory analysis, establishes that the Project has treated SEWRF Wastewater to the Minimum Treatment Standard, as further described in Section 2.14 of Exhibit 3.

"Connection Point" means the interconnection between the LCS and the Project.

"Contract Documents" mean this Performance Contract, its Schedules, and its Exhibits referenced herein and attached to or incorporated into this Performance Contract.

"Contractor Personnel" means CIP Solutions and its agents, contractors, subcontractors of any tier, consultants, vendors and suppliers.

"Easement Areas" means, collectively, the Access Easement Area, the Pipeline Easement Area, and the Electric Easement Area.

“Effluent” means treated SEWRF Wastewater produced by the Project after treatment and measured at the designated system discharge sampling location for purposes of sampling, monitoring, laboratory testing, reporting, and verifying compliance with the Minimum Treatment Standard.

“Electric Easement Area” means that portion of the Landfill more particularly described on Exhibit C-3 of Schedule 1 for the purpose of installing, maintaining, and operating any equipment or facilities necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project, which shall be reimbursed by CIP Solutions pursuant to Section 2.5 of Exhibit 3, Scope of Work.

"Effective Date" means the latest to occur of (a) execution of this Performance Contract by both Parties, (b) approval of this Performance Contract by the Board, and (c) the County's receipt of the affidavits required under Sections 32 and 33, in each case as evidenced by the date inserted on the signature page below.

“Environmental Law” means any applicable federal, state, or local law, statute, ordinance, code, rule, regulation, permit, license, approval, authorization, order, consent order, consent decree, directive, or other requirement of any Governmental Authority relating to pollution, protection of the environment, natural resources, public health or safety, worker exposure to Hazardous Substances, wastewater, reclaimed water, reuse water, stormwater, groundwater, surface water, drinking water, air emissions, wetlands, solid waste, biosolids, landfill operations, hazardous materials, hazardous substances, toxic substances, contaminants, pollutants, PFAS or other emerging contaminants, or the generation, use, storage, handling, treatment, transportation, disposal, discharge, release, reporting, investigation, remediation, or cleanup of any Hazardous Substance or other regulated material, including CERCLA, RCRA, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, FIFRA, EPCRA, and any applicable Florida environmental laws and regulations, including rules and requirements administered by FDEP and any applicable local environmental ordinances or permit conditions, in each case as amended and including any successor laws.

“Exhibits” means the exhibits attached to, incorporated into, or otherwise made a part of this Performance Contract, including the exhibits to any Schedule, as the same may be amended, supplemented, replaced, or otherwise modified in accordance with this Performance Contract.

“Force Majeure Event” means an extraordinary event or circumstance that is beyond the reasonable control of, and not caused by the fault, negligence, breach, financial

condition, lack of funds, failure to plan, failure to maintain, failure to obtain permits or approvals, failure to secure labor, materials, equipment, transportation, utilities, subcontractors, vendors, or supplies, or other act or omission of, the Party seeking relief, and that could not reasonably have been avoided or overcome through the exercise of reasonable diligence. Unless caused by an event that falls within the foregoing description, Force Majeure Events may include acts of God, declared states of emergency, hurricanes, tropical storms, floods, fires, earthquakes, explosions, war, terrorism, civil unrest, epidemics or pandemics, embargoes, or binding governmental orders that make performance impossible or illegal. Force Majeure Events shall not include changes in the quantity, availability, composition, or quality of Landfill Leachate, Biosolids Filtrate, SEWRF Wastewater, Effluent, groundwater, or other wastewater streams, except to the extent such change results from the County's delivery of SEWRF Wastewater materially exceeding the Minimum Influent Standard and such exceedance prevents the Project from achieving the Minimum Treatment Standard; ordinary course equipment failure; maintenance issues; labor disputes involving only the affected Party or its subcontractors; market conditions; price increases; inability to obtain financing; lack of appropriated funds; or any event that merely increases the cost or difficulty of performance. The affected Party's relief shall be limited to an extension of time for the period of actual delay directly caused by the Force Majeure Event, and only for the affected obligation.

"GAC" means granular activated carbon, a porous carbon-based treatment media used in the Project for polishing, adsorption, and removal or reduction of PFAS and other contaminants from SEWRF Wastewater or Effluent.

"Governmental Authority" means any federal, state, municipal, or local government entity, any court or judicial body, any regulatory or administrative body, any entity with the authority to act with the force of law, and any Person acting under color of the foregoing.

"Hazardous Substance" means, collectively, (a) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls, (b) any chemicals or other materials or substances that are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants," or words of similar import under any Environmental Law, and (c) any other chemical or other material or substance, exposure to which is now or hereafter regulated under any Environmental Law.

“Landfill” means the Lena Road Landfill located at 3333 Lena Road, Bradenton, Florida 34211 and more fully described in Exhibit A of Schedule 1 (Lease and Access Agreement).

“Landfill Leachate” means the leachate wastewater collected from the LCS.

“Leachate Collection System” or “LCS” means the Landfill Leachate collection and control system at the Landfill, including extraction wells, above- and below-grade pipelines and headers, monitoring equipment, and other extraction-related equipment installed for the purpose of recovering Landfill Leachate from the Landfill and transporting it to a Connection Point, in each case upstream of the Connection Point and as expanded or modified from time to time.

“Lease and Access Agreement” or “Lease” or “Schedule 1” means the Lease and Access Agreement attached as Schedule 1, together with its supporting Exhibits.

“Minimum Influent Standard” means the influent quality parameters, concentration limits, and ranges applicable to SEWRF Wastewater delivered by or on behalf of the County to the Project at the designated influent connection point, as set forth in Section 2.2 of Exhibit 3, Scope of Work. SEWRF Wastewater shall be evaluated for compliance with the Minimum Influent Standard based on representative influent sampling at such point and in accordance with the sampling and testing requirements of this Performance Contract and Exhibit 3. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of any obligation, or reduce any credit toward the Minimum Volume Commitment, except to the extent expressly provided in this Performance Contract, including CIP Solutions' payment and rejection rights set forth in Section 2.2 of Exhibit 3.

“Minimum Volume Commitment” or “MVC” shall have the meaning set forth in Section 4.b.

“MVC Year” means (i) for the first MVC Year, the period commencing on the first day of the calendar month following the Commercial Operations Date and ending one year thereafter, and (ii) each subsequent 1-year period thereafter.

“Minimum Treatment Standard” means the standard for treated SEWRF Wastewater produced by the Project, as more particularly described in Exhibit 3, Scope of Work.

“Permit” means, with respect to a Party, any permit, license, approval, authorization, consent, certificate, registration, notice, or similar governmental authorization issued, granted, required, or accepted by any Governmental Authority and required for that

Party's performance under this Performance Contract or the Lease and Access Agreement.

"Person" means any individual, entity, or Governmental Authority.

"Pipeline Easement Area" means that portion of the Landfill more particularly described on Exhibit C-2 of Schedule 1 for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation of SEWRF Wastewater to the Project and for the transportation of treated SEWRF Wastewater from the Project to the County's Wastewater Treatment System.

"Project" means the treatment system and related infrastructure, together with all related design, engineering, permitting, installation, construction, implementation, commissioning, operation, maintenance, modification, replacement, removal, and related services, for processing and treating SEWRF Wastewater and transmitting treated SEWRF Wastewater to the County's Wastewater Treatment System, all as more particularly described in Exhibit 3, Scope of Work, and as performed pursuant to this Performance Contract and the Lease and Access Agreement.

"Project Site" means the portion of the Landfill that Manatee County will be leasing to CIP Solutions pursuant to the Lease and Access Agreement, and more fully described in Exhibit B of Schedule 1.

"Scope of Work" means the description of the Project attached hereto and incorporated herein by reference as Exhibit 3.
"Schedules" means the schedules attached to, incorporated into, or otherwise made a part of this Performance Contract, including Schedule 1, as the same may be amended, supplemented, replaced, or otherwise modified in accordance with this Performance Contract.

"SEWRF Wastewater" means untreated Landfill Leachate and Biosolids Filtrate, individually or together as a combined influent stream, that is delivered or made available by or on behalf of the County to the Project for treatment. For purposes of treatment-performance obligations, SEWRF Wastewater shall be evaluated against the Minimum Influent Standard as provided in this Performance Contract and Exhibit 3; provided, however, that a temporary, isolated, or non-material exceedance of the Minimum Influent Standard shall not cause such delivered or available wastewater to be excluded from SEWRF Wastewater or reduce credit toward the Minimum Volume Commitment unless expressly provided in this Performance Contract.

"TOP Assay" means Total Oxidizable Precursor Assay, a laboratory analytical procedure used to estimate the concentration of PFAS precursor compounds that may oxidize into measurable per- and polyfluoroalkyl substances.

"Wastewater Treatment System" means the County's wastewater collection, transmission, treatment, reclaimed water, reuse, disposal, and related wastewater-management facilities, infrastructure, systems, and operations owned, maintained, operated, or controlled by the County, including SEWRF, the Landfill-related wastewater facilities, reclaim and reuse ponds, interconnections, pipelines, appurtenances, and related facilities, pursuant to Florida Statute 125.01, Chapters 2-16 and 2-31 of the County's Code of Ordinances, and other Applicable Law.

3. **PURPOSE.** In accordance with the terms and conditions set forth herein and, in the Lease, and Access Agreement:

a. County leases to CIP Solutions the Project Site and grants to CIP Solutions nonexclusive easements on, over, across, and through the Easement Areas.

b. CIP Solutions shall (a) develop, construct, install, operate, maintain, modify, replace, and/or remove the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater; and (b) undertake all other activities and uses reasonably related thereto and reasonably related to its performance of this Performance Contract.

c. CIP Solutions shall be responsible for obtaining necessary building Permits for the Project. CIP Solutions shall have no responsibility for obtaining Permit modifications or other regulatory approvals for the County's use, reuse, discharge, disposal, redirecting, or other management of SEWRF Wastewater once treated to the Minimum Treatment Standard and delivered to the County; provided, however, that CIP Solutions shall provide the reasonable technical support, sampling data, commissioning reports, performance demonstration reports, and other documentation expressly required under Exhibit 3 in connection with such Permit modifications, regulatory approvals, notices, certifications, or other submittals. The handling of treated SEWRF Wastewater by the County, once treated to the Minimum Treatment Standard and delivered to the County, or any redirecting or reuse of such treated SEWRF Wastewater, shall be the sole responsibility of, at the sole risk of, the County.

d. The Project shall be developed and operated as more particularly described in Exhibit 3, Scope of Work.

e. The County shall be responsible for providing the County deliverables and other services specified in Exhibit 3, Scope of Work.

4. CONSIDERATION AND PAYMENT.

a. Commencing on the first day of the initial MVC Year, the County shall pay CIP Solutions monthly for the volume of SEWRF Wastewater treated during the prior calendar month; provided, however, that the first monthly payment shall also include payment for any SEWRF Wastewater treated during the calendar month in which the Commercial Operations Date occurs. Payments shall be calculated at the following annual rates:

   i. SEVEN CENTS ($0.07) per gallon for the first seventy-two million (72,000,000) gallons.

   ii. SIX CENTS ($0.06) per gallon for any SEWRF Wastewater treated in excess of seventy-two million (72,000,000) gallons.

   The foregoing rates shall be applied on an annual basis to the total SEWRF Wastewater treated in each MVC Year. Each monthly invoice shall be due and payable within forty-five (45) days after the County's receipt of the invoice.

b. CIP Solutions is making a substantial capital investment to design, construct and operate the Project, which it intends to recoup through the payments made by the County pursuant to this Performance Contract. Accordingly, during each MVC Year throughout the Initial Term, the County shall make available for treatment by the Project a minimum volume of sixty million (60,000,000) gallons per MVC Year of SEWRF Wastewater, subject to the terms of this Performance Contract (the “Minimum Volume Commitment” or “MVC”). The County may satisfy the MVC on an annual basis for each MVC Year during the Initial Term. For purposes of determining compliance with the MVC, all SEWRF Wastewater delivered or made available by or on behalf of the County to the Project during the applicable MVC Year shall be credited toward the MVC, whether or not CIP Solutions actually treats such volume, except to the extent such volume is not treated solely because of the County’s uncured material breach of an express obligation under this Performance Contract. A temporary, isolated, or non-material exceedance of the Minimum Influent Standard shall not reduce MVC credit, constitute a County default, or give rise to any shortfall payment. CIP Solutions shall receive payment for, and MVC credit for, out-of-spec wastewater as provided in Section 2.2 of Exhibit 3. If, at the conclusion of an MVC Year, the County has failed to make available the MVC for any reason other than (i) Force Majeure, (ii) non-appropriation as provided in the Availability of

Funding provision, (iii) a prohibition imposed by Applicable Law or a Governmental Authority that is not the result of the County's own act or omission, or (iv) CIP Solutions' uncured material breach,, then the County shall compensate CIP Solutions for the resulting shortfall, if any, at the same rate applicable to treated SEWRF Wastewater pursuant to Subsection 4.a.ii. No MVC shortfall, payment adjustment, credit reduction, or other relief shall apply based on influent quality unless expressly provided in this Performance Contract or agreed in a written amendment approved by the County. In addition, and notwithstanding anything to the contrary in this Performance Contract or the Lease and Access Agreement, any volume of SEWRF Wastewater that the County fails to deliver or make available, or that CIP Solutions is prevented from treating, as a result of any County action, restriction, suspension, rerouting, access limitation, or operational decision taken under the County's reserved rights (whether or not constituting a breach), other than (i) a documented Emergency Condition of limited duration, (ii) Force Majeure, or (iii) an act or omission required by Applicable Law, shall be credited toward the Minimum Volume Commitment for the applicable MVC Year.

c. Termination Compensation. If this Performance Contract or the Lease and Access Agreement is terminated before the end of the Initial Term for any reason other than CIP Solutions' uncured Event of Default, including termination due to non-appropriation, termination for convenience by the County, condemnation, or casualty, the County shall pay to CIP Solutions a termination payment equal to CIP Solutions' unrecovered, Project-specific capital investment as of the effective date of termination, less amounts previously recovered through payments hereunder. Such termination payment shall be subject to annual appropriation; provided that the County shall include the applicable termination payment amount in its budget request for the then-current fiscal year, and the County's obligation to pay any portion so appropriated shall survive termination. Nothing in this Section shall be construed to create a debt or multi-year obligation of the County within the meaning of Section 21 or applicable Florida law.

5. TERM.

a. The term of this Performance Contract shall commence on the Effective Date. The period beginning on the first day of the initial MVC Year and continuing for five (5) consecutive MVC Years thereafter shall be the “Initial Term.” At the expiration of the Initial Term, and subject to the County making sufficient annual appropriations, this Performance Contract may be renewed for successive five-year renewal terms, with each renewal term corresponding to the next MVC Year after the then-current term expires

(each, a "Renewal Term"), only upon the written approval of the County, acting through the Board or other duly authorized County representative, and CIP Solutions before the applicable renewal date. The Parties shall have no obligation to renew this Performance Contract, and failure to approve or execute a Renewal Term shall not constitute a default or breach by either Party.

b. Other than in the case of a termination for default pursuant to Section 8, neither Party shall have the right to terminate this Performance Contract during the Initial Term or any Renewal Term. Any such termination shall be subject to the Termination Compensation provisions of Section 4.c.

6. COUNTY FINANCING; TREATMENT; TAXES.

a. The Parties acknowledge and agree that neither Party is making any representation or warranty to the other Party with respect to matters not expressly addressed in this Performance Contract, including, without limitation, such other Party's compliance with Applicable Law, procurement rules or regulations, internal approvals, legal, tax, accounting, financing, or credit rating agency treatment relating to this Performance Contract or the Lease and Access Agreement, or the necessity of such other Party to raise taxes, obtain appropriations, secure financing, or seek additional funding for any purpose.

b. Each Party shall be responsible, at its own cost and expense, for complying with all Applicable Law related to such Party's execution, delivery, and performance of this Performance Contract and the Lease and Access Agreement, including, without limitation, any approvals, authorizations, procurement requirements, legal, accounting, engineering, financing, tax, or other reviews required or obtained by such Party in connection therewith; provided, however, that the County shall remain solely responsible for complying with all Applicable Law applicable to public procurement, performance contracting, annual appropriations, and any approvals or actions required of the County, the Board, or any other County body or official.

7. LIMITATION OF LIABILITY.

a. Except for payment obligations expressly due and payable under this Performance Contract, the Termination Compensation payable under Section 4.c, express indemnity obligations, confidentiality obligations, public records obligations, statutory compliance obligations, equitable or injunctive relief, fraud, intentional misrepresentation, intentional misconduct, willful misconduct, criminal conduct, knowing violations of law, liabilities that cannot be waived or limited under Applicable Law, and any obligations that

expressly survive termination, neither Party shall be liable to the other Party for any special, punitive, remote, consequential, indirect, incidental, exemplary, speculative, future, loss of profits or revenue, loss of use, or similar damages of any nature, regardless of how characterized or whether a Party has been advised of the possibility of such damages, arising in any manner from this Performance Contract, whether in contract, tort, statute, equity, or otherwise.

b. The waivers and limitations set forth in this Section are fundamental elements of the basis for this Performance Contract, and each Party acknowledges that it would not have entered into this Performance Contract in the absence of such waivers and limitations; provided, however, that nothing in this Section shall limit the County's rights, defenses, immunities, annual appropriation limitations, or protections under Applicable Law, including Section 768.28, Florida Statutes.

c. Notwithstanding anything to the contrary, unless otherwise expressly set forth, County understands and agrees that: (a) County shall have no recourse against any persons with ownership interests in CIP Solutions, and County's sole recourse shall be against the assets of CIP Solutions; (b) no claim shall be made against any participants in CIP Solutions in connection with this Performance Contract; (c) County shall have no right to require any capital contribution from any participants in CIP Solutions; and (d) this provision is made expressly for the benefit of the participants in CIP Solutions. Notwithstanding the foregoing, the limitations set forth in this Section shall not limit or impair any claim, remedy, or recovery arising from fraud, intentional misrepresentation, intentional misconduct, willful misconduct, criminal conduct, or knowing violation of law by CIP Solutions or any participant in CIP Solutions; any equitable remedy or injunctive relief available under Applicable Law; any express indemnity, confidentiality, payment, insurance, public records, statutory compliance, or surviving obligation under this Performance Contract; or any liability that cannot be waived or limited under Applicable Law.

8. DEFAULT AND REMEDIES.

a. **Events of Default.** An "Event of Default" hereunder means a Party's failure to perform, or breach of, any term, provision, condition, covenant, warranty, representation, or promise herein which (unless another period is specified herein or in the Lease and Access Agreement with respect to the cure of such failure or breach) continues beyond the date that is thirty (30) days from the date the defaulting Party receives written notice of such failure or breach ("Notice of Default") from the non-defaulting Party. If an Event of Default cannot reasonably be cured within such period or cannot be cured with the payment of money, such period will be extended as reasonably necessary, but not more than ninety (90) days from the date the defaulting

Party receives the relevant Notice of Default, to permit such cure if the defaulting Party is actively pursuing such cure.

b. **Remedies.** Each Party agrees that, in the event of an uncured Event of Default, the other Party may suffer irreparable injury for which money damages alone may be an inadequate remedy, such that the non-defaulting Party may seek all remedies available at law or in equity, including specific performance and injunctive relief, without posting a bond, except to the extent a bond is required by Applicable Law or court order. Notwithstanding the foregoing, any equitable relief, specific performance, injunctive relief, or other remedy sought or awarded against the County shall remain subject to the County's annual appropriation of lawful funds, the Availability of Funding provision, the County's sovereign-immunity protections, the independent voting rights and approval authority of the Board, the County's governmental and regulatory discretion, any required permit or development approval, and all other limitations applicable to the County under Applicable Law. Nothing in this Section shall require the County, the Board, or any County official or body to take any legislative, quasi-judicial, regulatory, appropriations, funding, permitting, land use, development, or enforcement action except as required by Applicable Law. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non-defaulting Party will have the right to terminate this Performance Contract and the Lease and Access Agreement by providing written notice to the other Party.

c. **Limitation of Liability; Remedies After Default.** The remedies available to a non-defaulting Party under this Section 8 are subject to the waivers, limitations, exclusions, and carveouts set forth in Section 7. For clarity, a non-defaulting Party may seek termination, specific performance, injunctive relief, payment of amounts then due and payable, express indemnity, Termination Compensation under Section 4.c, and any other remedy expressly provided in this Performance Contract or available under Applicable Law, If CIP Solutions terminates this Performance Contract during the Initial Term as a result of an uncured Event of Default by the County, CIP Solutions may seek recovery of amounts expressly due and payable under this Performance Contract through the effective date of termination and any other remedy expressly available under this Performance Contract or Applicable Law, but CIP Solutions shall not be entitled to accelerated payment of compensation for future MVC Years unless such payment is lawfully appropriated and expressly required by this Performance Contract. For the avoidance of doubt, the Termination Compensation payable under Section 4.c represents recovery of CIP Solutions' unrecovered capital investment and stipulated lost margin, is not "future compensation" or speculative damages barred by this Section or

Section 7, and shall be payable upon the County's uncured Event of Default, subject to appropriation as provided in Section 4.c.

9. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Performance Contract and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Any action filed regarding this Performance Contract, Exhibits, or Schedules will be filed only in Manatee County, Florida, or in Federal Court, the Middle District of Florida, Tampa Division.

10. **WAIVER OF TRIAL BY JURY.** Each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury regarding any claim or cause of action based upon, arising out of or in connection with this Performance Contract.

11. **ASSIGNMENT.** Except as otherwise set forth herein and in the Lease and Access Agreement, neither Party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. CIP Solutions may, with prior written approval of the County, delegate its duties and performance under this Performance Contract, and/or utilize subcontractors, provided that any delegee(s) or subcontractor(s) shall fully comply with the terms of this Performance Contract. Nothing herein shall relieve CIP Solutions of its obligations under this Performance Contract and the Lease and Access Agreement. This Section shall not be construed to prohibit CIP Solutions from pledging a security interest in its rights under this Performance Contract together with other assets of CIP Solutions.

12. **CONSENTS; APPROVALS; COOPERATION**. Whenever a Party's consent, approval, satisfaction or determination shall be required or permitted under this Performance Contract, and this Performance Contract does not expressly state that a Party may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed. Whenever County's cooperation is required by CIP Solutions in order to carry out CIP Solutions' obligations hereunder, County agrees that it shall act in good faith and reasonably in so cooperating with CIP Solutions and/or CIP Solutions' designated representatives or assignees or subcontractors, provided that if such cooperation requires Board approval, the Board members' independent voting rights are preserved and this Performance Contract does not bind the Board.

13. **AVAILABILITY OF FUNDING.** The obligations of County under this Performance Contract are subject to the availability of funds lawfully appropriated annually for its purposes by the Board, and the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Performance Contract, either Party shall have the option of terminating this Performance Contract and obligations hereunder without

being deemed to be in default of this Performance Contract. If County terminates this Performance Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Performance Contract shall terminate except for (a) amounts then due and payable, (b) Termination Compensation under Section 4.c, and (c) obligations that expressly survive.

14. FURTHER ASSURANCES. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Performance Contract. The County's ability to satisfy this condition is subject to the Board's approval and such approval shall not be unreasonably withheld.

15. RELATIONSHIP OF PARTIES. The relationship of the Parties hereunder shall be that of independent contractors. Nothing in this Performance Contract shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the Parties.

16. NO CONFLICT. By accepting award of this Performance Contract, CIP Solutions, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity that would conflict in any manner with the performance of duties or services required hereunder.

17. PUBLIC ENTITY CRIMES. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in this Performance Contract and the Lease and Access Agreement by Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CIP Solutions warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

18. **E-VERIFY**. CIP Solutions, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees of CIP Solutions or any subcontractor in accordance with Section 448.095, Florida Statutes. CIP Solutions hereby represents and warrants that it has and shall remain throughout the duration of the Performance Contract, registered with, and uses and shall continue to use, the E-Verify system in accordance with Section 448.095(5), Florida Statutes. CIP Solutions shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If CIP Solutions enters into a contract with a subcontractor, the subcontractor shall provide CIP Solutions with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CIP Solutions shall maintain a copy of such affidavit for the duration of the Performance Contract. This article serves as notice to CIP Solutions regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Performance Contract and Lease and Access Agreement if it has a good faith belief that CIP Solutions has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, CIP Solutions will not be eligible for the award of a public contract for at least one (1) year after the date of such termination. CIP Solutions will be liable for any additional costs incurred by County due to contract termination under this Section.

19. **TAXES**. The County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CIP Solutions is prohibited from charging or imposing any sales or service taxes on the County. Nothing herein shall affect CIP Solutions' normal tax liability. CIP Solutions shall be responsible for payment of federal, state, and local taxes which may be imposed upon CIP Solutions under Applicable Law to the extent that CIP Solutions is responsible for the payment of same under Applicable Law.

20. **POWER AND AUTHORITY.** Each Party represents and warrants to the other that (a) it has all requisite power and authority to execute and deliver this Performance Contract and perform its obligations hereunder; (b) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Performance Contract have been or will be obtained; and (c) this Performance Contract constitutes its legal, valid, and binding obligation.

21. **SEVERABILITY.** In the event that any clause, provision, or portion of this Performance Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Performance Contract unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either Party under this Performance Contract.

22. **NO STATE OR COUNTY OBLIGATION.** This Performance Contract does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

23. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes, to the extent CIP Solutions is performing services on behalf of County, CIP Solutions shall:

    a. Keep and maintain public records that would ordinarily be required by County to perform the service.

    b. Upon request from County's custodian of public records, provide County 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.

    c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Performance Contract and following completion of this Performance Contract if CIP Solutions does not transfer the records to County.

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

IF CIP SOLUTIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIP SOLUTIONS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PERFORMANCE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org
Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

24. COMPLETE AGREEMENT. It is understood and agreed that this Performance Contract, including all Exhibits and Schedules, contains the entire agreement between the Parties relating to all issues involving the subject matter of this Performance Contract. No binding understandings, statements, promises or inducements contrary to this Performance Contract exist. This Performance Contract supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. This Performance Contract does not affect or modify the funding agreement between the County and CIP Solutions for economic development incentives dated 12/16/2025. Each of the Parties expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither Party is relying upon any statement or representation of the other that is not expressly set forth in this Performance Contract. Each Party hereto is relying exclusively on the terms of this Performance Contract, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Performance Contract.

25. HEADINGS. The captions and titles in this Performance Contract are for convenience only and shall not affect the interpretation or meaning of this Performance Contract.

26. COUNTERPARTS. This Performance Contract may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.

27. INDEMNIFICATION.

a. CIP Solutions shall indemnify, defend, and hold harmless County, its officers, officials, employees, volunteers, agents, and representatives from and against all claims, demands, causes of action, liabilities, damages, losses, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CIP Solutions or its agents, servants, personnel, design professionals, contractors, subcontractors, suppliers, or any other person employed or utilized by CIP Solutions in the performance of this Performance Contract. The foregoing defense obligation shall apply upon tender of a claim by County, subject to

CIP Solutions' right to reserve rights as to any portion of such claim not subject to indemnification under this Section. Such indemnification shall include payment or reimbursement of all covered claims, demands, losses, damages, settlements, judgments, liabilities, reasonable attorneys' fees, expert fees, court costs, investigation costs, and other reasonable costs and expenses incurred in connection therewith, whether incurred before or after final adjudication, to the extent caused by the conduct described in this Section. County reserves the right, at its option, to participate in or assume its own defense, and such participation or assumption shall not relieve CIP Solutions of its indemnity obligations to the extent provided herein.

b. CIP Solutions shall indemnify, defend, save and hold harmless the County, its officers, and employees from and against all third-party claims, liabilities, loss, or cause of action that alleges that the services provided hereunder constitute an infringement of any third-party intellectual property right(s), unless such claim is determined by a court of competent jurisdiction to be as a result of the County's wrongful or illegitimate use of the services. Such indemnification shall include payment or reimbursement of all covered claims, demands, losses, damages, settlements, judgments, liabilities, reasonable attorneys' fees, expert fees, court costs, investigation costs, and other reasonable costs and expenses incurred in connection therewith, whether incurred before or after final adjudication. The foregoing states the entire liability of CIP Solutions and the sole and exclusive remedy for County with respect to any third-party claim of infringement or misappropriation of intellectual property rights.

c. Throughout the Term, CIP Solutions will procure and maintain, at its cost, insurance coverage of the types, characteristics, and amounts described in Exhibit 4. Proof of such coverage, including applicable limits and additional insured status, shall be provided annually as described in Exhibit 4.

   County is self-insured and shall provide liability coverage in accordance with Section 768.28, Florida Statutes. County may also purchase and maintain excess insurance coverages to protect itself from catastrophic loss. Purchased excess insurance coverage shall not be interpreted as a waiver of County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes. Upon CIP Solutions written request, County shall provide annually a letter of self-insurance, signed by County's risk manager or other designated official, verifying its self-insured coverage. If there is any period during the Term when County is not self-insured, County will obtain commercial insurance coverage applicable to such period.

28. NOTICES. All notices to be given by either Party to the other shall be (a) in writing and mailed by certified mail, return receipt requested; (b) sent by a courier service which renders a receipt upon delivery; or (c) at such other addresses either Party

may hereinafter designate by notice to the other Party. Notices are deemed delivered upon actual receipt and the signed return receipt or courier receipt shall be prima facie proof thereof. Communication via email shall not constitute legal notice and emailing is provided as a courtesy.

To CIP Solutions:

CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151
Email: bgalvano@grimesgalvano.com

To County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Phone: (941) 748-4501
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or

immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Performance Contract. No term or condition contained in this Performance Contract shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

30. AMENDMENTS. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.

31. LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision.

32. CONSTRUCTION. The Parties agree that they have participated in the drafting of this Performance Contract and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Performance Contract.

33. ANTI-HUMAN TRAFFICKING. CIP Solutions shall provide County with a sworn affidavit herein attached as Exhibit 1 to be signed by an officer or a representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be provided to County on or before the Performance Contract Effective Date and at the commencement of each Renewal Term. This Performance Contract shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

34. FOREIGN COUNTRIES OF CONCERN. Pursuant to Section 287.138, Florida Statutes, CIP Solutions must provide County with an affidavit signed by an officer or representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in CIP Solutions, and that CIP Solutions is not organized under the laws of or has its principal place of business in a foreign country of concern ("Foreign Country Affidavit"). The Foreign Country Affidavit must be in a form substantially similar to Exhibit 2. This Performance Contract shall not be effective unless and until County receives the Foreign Country Affidavit from CIP Solutions and must be provided to County on or before the commencement of any Renewal Term.

35. NON-DISCRIMINATION. CIP Solutions shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Performance Contract on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Performance Contract by Section 287.134(3)(a), Florida Statutes:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

CIP Solutions warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under the Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

36. SCRUTINIZED COMPANIES. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Performance Contract constitutes certification by CIP Solutions that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. CIP Solutions further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CIP Solutions acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. CIP Solutions further understands that the Performance Contract with County for goods or services of any amount may be terminated at County's option if CIP Solutions (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS.** Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Performance Contract or its Exhibits or Schedules.

38. **FORCE MAJEURE.** Neither Party shall be deemed in default or liable for damages to the extent, and only to the extent, that such Party's performance of a non-payment obligation under this Performance Contract is actually and directly delayed or prevented by a Force Majeure Event, provided that the affected Party gives the other Party prompt written notice describing the event, the obligations affected, the expected duration of the delay, and the actions being taken to mitigate the effects of the event, and thereafter uses commercially reasonable and diligent efforts to resume performance as soon as practicable. Force Majeure shall not excuse any obligation to pay amounts that became due and payable before the Force Majeure Event, shall not excuse CIP Solutions' obligation to reimburse the County for Project-specific electrical usage or other reimbursable amounts then due, and shall not modify, extend, waive, reduce, or otherwise affect the Minimum Volume Commitment, the County's annual appropriation rights, the Availability of Funding provision, the County's sovereign-immunity protections, or any requirement for Board approval, except to the extent expressly provided in this Performance Contract.

39. **NO DEVELOPMENT RIGHTS CONFERRED**. The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project, Project Site, or Easement Areas. Nothing contained in this Performance Contract shall: (i)

create any development rights in favor of CIP Solutions; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Performance Contract to be duly executed on the date set forth below.

CHEMICAL INJECTION PARTNERS FLORIDA, LLC,
a Florida limited liability company
By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED by the Board with a quorum present and voting, on this _____, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida
By: Board of County Commissioners
By: _____
Chairperson, Board of County Commissioners

Date: _____
ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
By: _____
Deputy Clerk

EXHIBIT 1

ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity, and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT 2
FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. I hereby attest that:
    a. Entity is not owned by the government of a foreign country of concern;
    b. No government of a foreign country of concern has a controlling interest in Entity; and
    c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT 3
SCOPE OF WORK

1. Project Overview

The purpose of the Project is to treat SEWRF Wastewater and, as an initial or interim discharge configuration, discharge treated SEWRF Wastewater into the headworks of SEWRF. Manatee County will work in cooperation with CIP Solutions to prepare any required permit applications, permit modifications, regulatory approvals, notices, certifications, or other submittals necessary to allow treated SEWRF Wastewater to be directly discharged into the reclaim and reuse ponds through a tie-in to the existing pipeline system located at SEWRF.

1.1 Project Components and Wastewater Sources

The Project consists of the design, permitting, construction, and operation of a treatment system to process SEWRF Wastewater.

Landfill Leachate will be sourced from the existing LCS and delivered to the Project at the designated Connection Point. Biosolids Filtrate consists of filtrate wastewater produced by or associated with the County's biosolids dewatering or drying operations, whether generated at SEWRF, the Landfill, or another County facility, and will be delivered or made available by or on behalf of the County to the Project for treatment.

The Parties will cooperate in good faith regarding the logistics for transporting Biosolids Filtrate to the Project's influent treatment system, subject to the terms of this Performance Contract, Applicable Law, and County operational requirements.

1.2 Objectives and Treatment

The Project is intended to provide a reliable and scalable treatment solution for SEWRF Wastewater and to support the County's overall wastewater management objectives, including integration with the County's Wastewater Treatment System. Treatment of SEWRF Wastewater through the Project will reduce hydraulic and contaminant loading to the County's Wastewater Treatment System, thereby increasing available treatment capacity within SEWRF and associated facilities.

The Project is designed to treat Landfill Leachate and Biosolids Filtrate streams concurrently as a combined influent, providing an integrated and operationally efficient solution for overall wastewater management.

The goal of the Project is to provide treatment capacity for up to 300,000 gallons per day of SEWRF Wastewater via CIP Solutions' Valhalla treatment by discharging treated SEWRF Wastewater directly into the County's reclaim water system at the Landfill, thereby increasing the available operational capacity of SEWRF. For clarity, the foregoing describes the Project's intended treatment capacity and operational objective and does not create a daily minimum volume commitment by the County separate from the Minimum Volume Commitment set forth in Section 4.b of the Performance Contract.

2. Scope of Work

2.1 Engineering, Surveying, and Design

CIP Solutions shall provide all engineering and design services required for the Project, including basis of design development, field verification, site layout, civil and structural design, mechanical and process design, electrical design, controls engineering, and preparation of installation and as-built documentation.

2.2 Minimum Influent Standard

The Minimum Influent Standard consists of the influent wastewater characteristics and objective quality parameters listed below, which shall be used as design assumptions and performance-evaluation criteria for SEWRF Wastewater delivered to the Project at the designated influent connection point:

- pH: 4.0 to 8.5
- Specific Conductivity: up to 10 mS/cm
- Total Dissolved Solids: up to 8,000 mg/L
- Total Suspended Solids: up to 200 mg/L
- Turbidity: up to 150 NTU
- Total Organic Carbon: up to 500 mg/L
- Chemical Oxygen Demand: up to 1,200 mg/L
- Total Phosphorus: up to 75 mg/L
- Total Nitrogen: up to 600 mg/L
- Ammonia: up to 500 mg/L
- Total VOCs: up to 100 µg/L
- Total Semi-VOCs: up to 100 µg/L
- PFAS (Method 1633A mass): up to 6,000 ng/L
- TOP Assay: up to 25%

Compliance with the Minimum Influent Standard shall be determined based on representative influent sampling at the designated influent connection point and in accordance with the sampling and testing requirements of this Exhibit 3 and the Performance Contract. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of its treatment, operation, maintenance, reporting, or other obligations, or reduce any credit toward the Minimum Volume Commitment.

If representative influent sampling demonstrates a material and continuing exceedance of one or more Minimum Influent Standard parameters that directly prevents the Project from achieving the Minimum Treatment Standard despite CIP Solutions' commercially reasonable operation and mitigation efforts, CIP Solutions shall promptly notify the County in writing, provide supporting sampling data and operating records, identify the affected treatment obligation, and use commercially reasonable efforts to continue treatment, mitigate the effect of the exceedance. CIP Solutions shall be paid for all SEWRF Wastewater treated during such period at the rates set forth in Section 4.a of the Performance Contract, whether or not

the Effluent meets the Minimum Treatment Standard, provided CIP Solutions is using commercially reasonable efforts to treat such wastewater, and CIP Solutions shall not be in default of the Minimum Treatment Standard to the extent such non-compliance is caused by the influent exceedance. If any influent parameter is, or is reasonably expected to be, materially out of spec on a sustained basis in a manner that could damage, impair, or overload the Project or its treatment media, CIP Solutions may, upon reasonable advance written notice to the County, decline to accept such wastewater until the influent returns to within the Minimum Influent Standard or until the Parties agree on operational adjustments, and any wastewater so declined shall be credited toward the Minimum Volume Commitment. During such period, the Parties shall cooperate in good faith to develop operational and commercial adjustments to address any sustained, material influent exceedance.

2.3 Equipment and Materials Provided by CIP Solutions
CIP Solutions shall furnish, install, and integrate all equipment required for a complete Project treatment system including:

- Valhalla cavitation treatment system
- Media filtration system
- Granular activated carbon polishing system
- Equalization and buffer tank systems
- Backwash and filtrate management tanks
- Process pump skids and transfer pumps
- Polymer preparation and dosing system
- Belt press solids dewatering system
- Filtrate return system
- Flow, turbidity, pressure, and level instrumentation
- PLC control panels and internal electrical distribution
- All valves, hoses, manifolds, and process piping required for a complete integrated treatment system

2.4 Installation and System Integration
CIP Solutions shall install and anchor all treatment equipment, install process piping, complete mechanical and electrical interconnections, install internal electrical distribution from the County termination point, integrate all treatment components, and perform system integration testing and pre-commissioning verification.

2.5 Electrical Service
The County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200-amp electrical service, transformer, service drop, metering, and utility-side infrastructure.

The County shall use commercially reasonable efforts to complete installation of the electrical service infrastructure in line with overall project timing.

The County shall be responsible for setting up all electrical accounts associated with operation of the treatment system. CIP Solutions shall reimburse the County for all metered electricity specific to this Project on a monthly basis. The County shall provide details on monthly electrical usage and costs when submitting for reimbursement from CIP Solutions. The electrical reimbursement shall be due within fifteen (15) days after CIP Solutions' receipt of an invoice therefor.

CIP Solutions shall perform all electrical work downstream of the County-provided service termination point.

2.6 Commissioning and Performance Testing

CIP Solutions shall conduct wet commissioning and functional testing, verify mechanical, electrical, and instrumentation functionality, perform performance testing to confirm compliance with the Minimum Treatment Standard, and prepare a commissioning summary and Project performance demonstration report for use in connection with any required permit applications, permit modifications, regulatory approvals, notices, certifications, or other submittals to FDEP or any other Governmental Authority having jurisdiction over the Project.

2.7 Sampling and Laboratory Testing

CIP Solutions will cause independent laboratory testing of treated SEWRF Wastewater to be conducted to establish that the Minimum Treatment Standard of the Performance Contract has been achieved for payment. Said testing is at CIP Solutions' sole cost and expense. At a minimum, samples will be collected and tested twice weekly during the first two weeks of system operations. Once the performance criteria have been verified, samples shall be processed as per the specifications.

Monthly Influent sampling shall include the following parameters with twelve samples per year collected for each parameter plus one quality assurance/quality control sample annually:

- pH
- Specific Conductivity
- Total Dissolved Solids
- Total Suspended Solids
- Turbidity
- Total Organic Carbon
- Chemical Oxygen Demand
- Carbonaceous Biochemical Oxygen Demand (CBOD5)

- Total Phosphorus
- Total Nitrogen
- Ammonia
- Fecal Coliform
- PFAS — Method 1633A Total PFAS Mass

Quarterly Influent sampling shall also include:

- Total VOCs
- Total Semi-VOCs
- TOP Assay (Convertible PFAS Precursors)

For each quarterly parameter, four samples shall be collected annually, together with one annual quality assurance/quality control sample.

Effluent samples shall be collected at a system discharge sampling location selected jointly by County staff and CIP Solutions.

Monthly Effluent monitoring shall include:

- pH
- Turbidity
- Total Suspended Solids
- Carbonaceous Biochemical Oxygen Demand (CBOD5)
- Total Phosphorus
- Total Nitrogen
- Fecal Coliform

For each monthly Effluent monitoring parameter, two samples shall be collected each month, for a total of twenty-four samples annually, together with two annual quality assurance/quality control samples.

PFAS monitoring shall be conducted to evaluate treatment performance and quantify total PFAS mass reduction across the treatment system.

Effluent PFAS sampling shall be performed twice per month, with two different samples during each test, using EPA Method 1633A Full PFAS Parameter List totaling forty-eight samples annually plus four quality assurance/quality control samples.

Quarterly PFAS precursor testing, with two different samples for each quarterly test, shall also be conducted using the TOP Assay totaling eight samples annually plus two quality assurance/quality control samples.

PFAS treatment performance will be evaluated by comparing influent PFAS concentrations with Effluent PFAS concentrations measured at the system discharge sampling location.

Sampling results shall be documented in the monthly operational reporting package.

2.8 Operations and Maintenance

CIP Solutions shall operate, monitor, and maintain the Project on a daily basis in a safe, diligent, workmanlike, and commercially reasonable manner, in accordance with Applicable Law, Environmental Law, applicable permits and regulatory approvals, manufacturer recommendations, County site access and safety requirements, accepted industry practices, and operating procedures approved by the County for the Project. CIP Solutions' obligations shall include adjusting flows, filtration, carbon polishing, and backwash cycles; performing preventive and corrective maintenance; calibrating instrumentation; maintaining operating logs; promptly addressing operational deficiencies; and managing allowable treatment chemicals, solids handling activities, and filtrate return in accordance with this Performance Contract, including Section 2.9 of this Exhibit 3. CIP Solutions shall provide monthly operational reports in a form reasonably acceptable to the County, including flow data, operating status, downtime, maintenance activities, chemical and media usage, solids volumes, filtrate return information, sampling and testing results, alarms, excursions, corrective actions, and any material operational or compliance issues. Nothing in this Section shall shift to CIP Solutions the County's responsibility for transportation and disposal of dewatered solids except to the extent expressly provided in Section 2.9.

2.9 Solids Handling and Return

CIP Solutions shall collect media and carbon backwash in designated tanks, transfer backwash to solids handling equipment, add polymer and dewater solids using CIP Solutions' belt press, place dewatered solids into County-provided open-top containers, return filtrate to the treatment system, and maintain logs documenting solids volumes and disposal frequency. Before any County pickup, transportation, or disposal of dewatered solids, CIP Solutions shall ensure that such solids are properly dewatered, containerized, labeled as reasonably required by the County, characterized as reasonably necessary for lawful transportation and disposal, and accompanied by supporting documentation reasonably required by the County to verify the nature, quantity, condition, and regulatory classification of the solids. CIP Solutions shall promptly notify the County of any condition, sampling result, operational issue, or regulatory classification that may affect the County's ability to transport, accept, or dispose of such solids at a County-designated landfill.

The County shall be responsible for transportation and disposal of solids generated by the treatment system.

The County shall remove filled containers at a minimum frequency of once per week.

2.10 Permitting Services

CIP Solutions shall prepare, submit, coordinate, manage, and obtain all permits and approvals required for the Project including but not limited to site, environmental, utility, and construction-related permits and documentation required by any Governmental Authority, including but not limited to FDEP approvals.

The County shall cooperate with CIP Solutions in preparation of permit modification requests associated with treated SEWRF Wastewater discharge to the reclaim and reuse ponds.

The County shall use commercially reasonable efforts to provide required comments and responses associated with permit applications and regulatory submittals within thirty (30) days after receipt of a complete and reasonably detailed request from CIP Solutions, subject to the County's receipt of all information reasonably necessary to evaluate the request, internal review requirements, availability of County staff and consultants, required Board approval or other County approval, applicable regulatory processes, and Applicable Law. Failure to provide comments or responses within such period shall not constitute a County default if the County is using commercially reasonable efforts to respond.

2.11 Reporting Deliverables

CIP Solutions shall provide the following deliverables:

- Basis of Design
- Process flow diagrams and P&IDs
- Hydraulic calculations
- Site layout and integration drawings
- Equipment specifications and system configuration
- Commissioning plan and commissioning summary
- Monthly laboratory reports
- Monthly operational reports
- Solids handling logs
- Project performance demonstration report
- As-built drawings
- Operating SOPs applicable to the Project

- Independent laboratory testing results for treated SEWRF Wastewater used to establish achievement of the Minimum Treatment Standard for payment and performance-verification purposes
- Sampling records and supporting documentation for all influent, Effluent, PFAS, and TOP Assay sampling required under Section 2.7, including sample dates, sample locations, sampling frequency, parameters tested, and laboratory analytical methods used
- Chain-of-custody records, laboratory bench sheets or equivalent analytical support, quality assurance/quality control documentation, data validation notes, and any laboratory qualifiers or exceptions applicable to reported sampling results
- Documentation confirming twice-weekly testing during the first two weeks of system operations and all post-verification sampling processed in accordance with the specifications and requirements of Section 2.7
- Monthly influent and Effluent monitoring results, PFAS monitoring results using EPA Method 1633A, TOP Assay results for PFAS precursor testing, and related total PFAS mass-reduction information required to evaluate treatment performance
- A complete monthly sampling and laboratory reporting package sufficient to support County review, payment verification, regulatory submittals, operational reporting, and verification of CIP Solutions' compliance with the sampling, testing, performance, and reporting obligations in this Exhibit 3

2.12 Payment and Performance Requirements

CIP Solutions shall invoice the County on a monthly basis. Each invoice shall be due and payable within forty-five (45) days after the County's receipt of the invoice.

Payment terms and the Minimum Volume Commitment (MVC) are set forth in Section 4 of the Performance Contract.

Invoices shall include metered flow records, laboratory results, and required supporting documentation and any other items as may be required by the County's Utilities Division and the Clerk of Court.

Performance requirements shall be evaluated in accordance with the Minimum Influent Standard and Section 2.2 of this Exhibit 3. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of its treatment, operation, maintenance, reporting, payment-support, or other obligations, reduce any credit toward the Minimum Volume Commitment, or give rise to any payment adjustment, equitable adjustment, schedule extension, performance relief, or other remedy. If representative influent sampling demonstrates a material and continuing

exceedance of one or more Minimum Influent Standard parameters that directly prevents the Project from achieving the Minimum Treatment Standard despite CIP Solutions' commercially reasonable operation and mitigation efforts, CIP Solutions shall provide written notice and supporting documentation in accordance with Section 2.2. During any such period, CIP Solutions shall continue to use commercially reasonable efforts to operate the Project, mitigate the effect of the exceedance, and cooperate with the County regarding appropriate operational adjustments. No payment adjustment, MVC credit reduction, equitable adjustment, schedule extension, performance relief, or other remedy shall apply except to the extent expressly provided in this Performance Contract, including CIP Solutions' payment, non-default, and rejection rights under Section 2.2, or agreed in a written amendment approved by the County.

2.13 County Deliverables

To support the Project, the County shall provide:

- Electrical service, including 1,200-amp electrical capacity, transformer, service drop, and metering, with the County to initially pay electrical usage charges subject to reimbursement by CIP Solutions in accordance with Section 2.5 of this Exhibit 3.
- SEWRF Wastewater supply targeted to support Project operations at up to 300,000 gallons per day, subject to wastewater availability, operational conditions, Applicable Law, regulatory restrictions, maintenance, outages, emergencies, and the terms of this Performance Contract; provided, however, that the County's enforceable minimum volume obligation shall be limited to the Minimum Volume Commitment set forth in Section 4.b of the Performance Contract, and any obligation to provide or make available SEWRF Wastewater shall be measured solely against that Minimum Volume Commitment.
- Access to the Project Site on a 24-hours-per-day, 7-days-per-week basis, including entry credentials or passes, in accordance with Applicable Law and County standard operating procedures and security policies and procedures.
- Site access, staging areas, and interconnection points necessary for installation and operation, as more fully set forth in Schedule 1 and in accordance with Applicable Law and County standard operating procedures and security policies and procedures.
- Open-top containers for dewatered solids.
- Transportation and disposal of solids generated by the treatment system at a County-designated landfill in accordance with Section 2.9 of this Exhibit 3.
- Removal of solids containers at a minimum frequency of once per week in accordance with Section 2.9 of this Exhibit 3.

2.14 Minimum Treatment Standard

The Project treatment system shall produce treated SEWRF Wastewater in compliance with reclaimed, reuse, and Advanced Wastewater Treatment standards under Chapters 62-600 and 62-610, Florida Administrative Code ("Minimum Treatment Standard") as follows:

Commercial Operations Date:
For the first testing of the Minimum Treatment Standard, CIP Solutions will conduct a singular test of the following criterion. As defined in the Performance Contract, the Commercial Operations Date will mean the date on which a singular test meets the criterion below. CIP Solutions may take multiple tests until the Minimum Treatment Standard is met. For clarity, the Commercial Operations Date shall mean the date on which the water sample was taken and not the date on which the sample test results are received. For the avoidance of doubt, the single-sample criteria in this Section establish the Commercial Operations Date on a one-time basis, and the monthly-average criteria set forth below govern only ongoing operational compliance after the Commercial Operations Date and shall not be a condition to establishing the Commercial Operations Date.

- Carbonaceous Biochemical Oxygen Demand (CBOD5): ≤ 5 mg/L
- Total Suspended Solids: ≤ 3 mg/L
- Total Nitrogen: ≤ 3 mg/L
- Total Phosphorus: ≤ 1 mg/L
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Ongoing Monthly Testing:

- Carbonaceous Biochemical Oxygen Demand (CBOD5): ≤ 5 mg/L monthly average
- Total Suspended Solids: ≤ 3 mg/L monthly average
- Total Nitrogen: ≤ 3 mg/L monthly average
- Total Phosphorus: ≤ 1 mg/L monthly average
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Treated SEWRF Wastewater shall meet the Minimum Treatment Standard.

PFAS monitoring conducted during the Project term is intended to characterize influent PFAS composition and quantify treatment performance to support future treatment design.

3. PFAS Responsibility and Indemnification

3.1 Vendor Responsibilities

Suppliers of carbon or PFAS removal media are responsible for PFAS-related certifications, compliant handling, and any PFAS releases or improper disposal under their control.

3.2 County and CIP Solutions Responsibilities

CIP Solutions shall transfer spent media only to qualified, properly licensed and permitted third-party vendors approved by the County, such approval not to be unreasonably withheld, conditioned, or delayed, for regeneration, destruction, disposal, or other lawful management practices in accordance with Applicable Law, Environmental Law, applicable permits, then-current regulatory guidance, and accepted industry practices. CIP Solutions shall remain responsible for arranging, coordinating, documenting, and verifying the proper removal, transportation, handling, processing, regeneration, destruction, disposal, or other management of spent media and any PFAS-containing residuals generated by or under the control of CIP Solutions or its vendors. CIP Solutions shall provide the County, upon request, with applicable manifests, bills of lading, certificates of recycling, regeneration, destruction or disposal, vendor permits, chain-of-custody documentation, and other records reasonably necessary to verify lawful management of such materials. No transfer of spent media or PFAS-containing residuals shall relieve CIP Solutions of any responsibility under this Performance Contract, Applicable Law, Environmental Law, or any applicable permit, except to the extent such responsibility is expressly assumed by the County in writing. The County shall approve a proposed vendor that demonstrates it is qualified and holds the licenses and permits required by Applicable Law for the applicable management practice; the County may request reasonable documentation of such qualifications, licenses, and permits.

4. Limitations

This Scope of Work defines the complete responsibilities of CIP Solutions and County for the Project. Services or materials not expressly included shall be excluded unless added through written amendment. All work shall comply with Applicable Law, Environmental Law, applicable federal, state, and local regulations, applicable permits and regulatory approvals, and accepted engineering and operational practices.

EXHIBIT 4
INSURANCE REQUIREMENTS

CIP Solutions shall procure and maintain for the duration of the Performance Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CIP Solutions, its agents, representatives, employees, or subcontractors.

Commercial General Liability

Coverage must be afforded under a per occurrence policy form for limits not less than $2,000,000 each occurrence, $5,000,000 general aggregate, $1,000,000 Products/Completed Operations Aggregate, $2,000,000 Personal and Advertising Injury Liability, $100,000 Fire Damage Liability, $5,000 Medical Expense and $1,000,000 Third Party Property Damage.

Automobile Liability

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than $1,000,000 combined single limit each accident, or $500,000 bodily injury and $500,000 property damage.

Workers' Compensation and Employers' Liability

Statutory coverage to apply for all employees in compliance with the laws and statutes of the State of Florida, and Federal government. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Employers' Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

Should CIP Solutions have "leased" employees, CIP Solutions or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.

Should CIP Solutions have subcontractors, CIP Solutions is responsible for providing evidence of a Workers' Compensation policy and an Employers' Liability policy for all subcontractors on the worksite and in compliance with the above requirements.

Hazardous Materials Insurance

Hazardous materials include 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.

Pollution Liability

Coverage must be afforded under a per occurrence policy form for limits not less than $5,000,000, and to include sudden and gradual release, each claim and aggregate. Such coverage shall include, or shall be endorsed to include, claims arising from PFAS and other emerging contaminants, spent media, treatment residuals, transportation, loading and unloading, non-owned disposal sites, completed operations, and pollution conditions arising from or related to the Project, to the extent commercially available on commercially reasonable terms.

Disposal

Coverage must be afforded under a per occurrence policy form for limits not less than $5,000,000 for Sudden, Non-Sudden and Accidental Occurrences, each claim and aggregate. Such coverage shall include, or shall be endorsed to include, disposal, regeneration, destruction, recycling, transportation, loading and unloading, non-owned disposal sites, spent media, treatment residuals, and PFAS or other emerging-contaminant liabilities arising from or related to the Project, to the extent commercially available on commercially reasonable terms.

<u>The Policies Are to Contain, Or Be Endorsed to Contain, The Following Provisions:</u>

1. Commercial General Liability, Automobile Liability, and Hazardous Materials (Pollution Liability, Asbestos Liability & Disposal) Coverages:
   a. “Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured with respect to: Liability arising out of activities performed by or on behalf of CIP Solutions, its agents, representatives, and employees; products and completed operations of CIP Solutions; or automobiles owned, leased, hired or borrowed by CIP Solutions. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

      CIP Solutions shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. CIP Solutions' insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CIP Solutions' insurance and shall be non-contributory.

2. Workers' Compensation and Employers' Liability Coverages

   The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by CIP Solutions for the County.

3. General Insurance Provisions Applicable to All Policies:
   a. Prior to the execution of this Performance Contract, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Performance Contract remains in effect, CIP Solutions shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or contract number, and name or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

   b. CIP Solutions shall provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.

   c. CIP Solutions agrees that should at any time CIP Solutions fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Performance Contract.

   d. CIP Solutions waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the Performance Contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

   e. CIP Solutions has the sole responsibility for all insurance premiums and policy deductibles.

   f. It is CIP Solutions' responsibility to ensure that its agents, representatives and subcontractors comply with the insurance requirements set forth herein. CIP Solutions shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CIP Solutions shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working

on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth.

CIP Solutions understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County reserves these rights to the full extent allowed by law.

CIP Solutions understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of CIP Solutions' obligation to provide and maintain the insurance coverage specified.

SCHEDULE 1

LEASE AND ACCESS AGREEMENT

This Lease and Access Agreement (including any attachments hereto, "**Lease**") is entered into by and between Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions ("**Lessee**"), and Manatee County, a political subdivision of the State of Florida ("**County**") (individually, a "**Party**" and together, the "**Parties**").

Recitals

WHEREAS, County owns and operates the municipal solid waste landfill known as the Lena Road Landfill located at 3333 Lena Road in Bradenton, Florida 34211, as more fully described in Exhibit A (the "**Landfill**"); and

WHEREAS, Lessee intends to design, permit, construct, and operate a water treatment facility at the Landfill to treat Landfill Leachate and Biosolids Filtrate from the SEWRF (the "**Project**") pursuant to a Performance Contract between Lessee and County of even date herewith ("**Performance Contract**"); and

WHEREAS, the Performance Contract contemplated the Parties' execution, delivery, and performance of this Lease; and

WHEREAS, the Board finds that entry into this Lease, together with the Performance Contract, serves a valid public purpose and is in the best interest of the County, subject to the terms, conditions, limitations, and County-reserved rights set forth herein and in the Performance Contract; and

WHEREAS, Lessee desires to lease from County, and County desires to lease to Lessee, only that portion of the Landfill more fully described in Exhibit B (the "Project Site"), solely for the limited purposes expressly authorized by this Lease and the Performance Contract, as limited and controlled by this Lease, and subject at all times to County's ownership of the Landfill, County's reserved rights, and County's governmental, regulatory, operational, safety, emergency-response, environmental, and public obligations.

NOW THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

Agreement

1. Interpretation.

a. The foregoing Recitals are incorporated by reference as though fully set forth herein.

b. Capitalized words, terms, and phrases used but not defined in this Lease shall have the meanings ascribed to them in the Performance Contract, including its schedules and exhibits, which definitions are incorporated herein by reference solely to the extent applicable and not inconsistent with this Lease. If a capitalized word, term, or phrase is defined in both this Lease and the Performance Contract, the definition in this Lease shall control for purposes of this Lease. If a capitalized word, term, or phrase is defined in the Performance Contract or any schedule or exhibit thereto in a manner that is inconsistent with, limits, or otherwise conflicts with County's ownership of the Landfill, County's reserved rights, Applicable Law, applicable Permits, County's governmental or regulatory duties, or County's operational, safety, security, emergency-response, environmental, access-control, or public obligations under this Lease, the Performance Contract and this Lease shall be read together and reconciled to give effect to both to the greatest extent possible. The Performance Contract shall govern the commercial terms, payment obligations, Minimum Volume Commitment, Termination Compensation, and treatment-performance rights and obligations of the Parties, and nothing in this Lease shall be construed to reduce, offset, excuse, or eliminate any payment or compensation obligation of the County under the Performance Contract.

c. No ambiguity herein will be construed against either Party for having drafted it, this Lease being the product of negotiation.

d. Words of any gender shall include all other genders, the singular shall include the plural, and vice versa.

e. Reference to any person or entity will include successors and permitted assigns thereof, and reference to any law, instrument, or document will be thereto as amended, modified, revised, or restated from time to time.

f. "Include" and the like will be deemed followed by "without limitation," and "herein" and the like will refer to this entire Lease.

g. Headings are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Lease. If for any reason there is a conflict between content and headings, the content will control.

h. Any reference to a "day" or "year" will be to a calendar day or calendar year, as applicable, unless specified otherwise.

i. All sums herein are expressed in U.S. currency.

j. Schedule 1 – Lease and Access Agreement Exhibit List:

Exhibit A – Landfill
Exhibit B – Project Site
Exhibit C-1 – Access Easement Area
Exhibit C-2 – Pipeline Easement Area
Exhibit C-3 – Electric Easement Area
Exhibit D – Anti-Human Trafficking Affidavit
Exhibit E – Foreign Countries of Concern Affidavit

2. Lease and Easements.

a. **Lease.**

County hereby leases to Lessee, and Lessee hereby leases from County, upon the terms and subject to the conditions of this Lease and the Performance Contract, as limited and controlled by this Lease, the Project Site solely for Lessee's development, construction, installation, operation, repair, maintenance, modification, replacement, and removal of the Project and related activities and infrastructure expressly permitted herein. Lessee's use and occupancy of the Project Site shall be limited to such purposes and shall remain subordinate and subject at all times to County's ownership, use, and operation of the Landfill, No Performance Contract definition, schedule, exhibit, project description, scope provision, or other incorporated document shall be construed to expand Lessee's leasehold rights, use rights, occupancy rights, or access rights beyond the rights expressly granted and limited in this Lease. Subject to the foregoing and County's rights expressly reserved herein or in the Performance Contract, Lessee may occupy the Project Site during the Term solely for Lessee's Operations.

b. **Easements.**

In addition to the foregoing lease, County hereby grants to Lessee and Lessee's agents and contractors limited, nonexclusive easements on, over, across, and through the applicable portions of the Landfill described below, subject and subordinate at all times to County's ownership of the Landfill. : (a) that portion of the Landfill more particularly described on Exhibit C-1 ("**Access Easement Area**") for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon; (b) that portion of the Landfill more particularly described on Exhibit C-2 (the "**Pipeline Easement Area**") for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation of SEWRF Wastewater to the Project Site and for the transportation of treated SEWRF Wastewater to the County's Wastewater Treatment System at Landfill; and (c) that portion of the Landfill more particularly described on Exhibit C-3 (the "**Electric Easement Area**") for the purpose of installing, maintaining, and operating any equipment or facilities

necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project. The Access Easement Area, Pipeline Easement Area, and Electric Easement Area are collectively referred to herein as the "**Easement Areas**." No easement granted herein shall be construed to convey any fee interest, exclusive possessory interest, development right, utility ownership right, or right to use any portion of the Landfill except as expressly provided in this Lease and the Performance Contract, as limited and controlled by this Lease.

c. **Permitted Uses.**

During the Term (as defined below), and on the terms and subject to the conditions of this Lease and the Performance Contract, as limited and controlled by this Lease, Lessee (inclusive of all Contractor Personnel) shall have the limited right to occupy and use the Project Site to the extent reasonably necessary, for Lessee's performance of the Performance Contract and Lessee's Operations, including (a) developing, constructing, installing, operating, maintaining, modifying, replacing, and/or removing the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater, and interconnecting to the County's Wastewater Treatment System (together, the "**Project Facilities**"); and (b) undertaking other activities and uses directly related thereto and necessary for Lessee's performance of the Performance Contract, but only in each case to the extent such activities and uses are not inconsistent with the Performance Contract, this Lease, or Applicable Law For purposes of this Lease, "**Lessee's Operations**" means only the activities expressly authorized by this Lease and necessary for Lessee's performance under the Performance Contract, as limited by this Lease.

3. Term.

This Lease will be in effect from the Effective Date and run concurrently with the Performance Contract (such period, the "**Term**") and will terminate automatically when the Performance Contract terminates without further action by either Party. Notwithstanding the foregoing, if Lessee is delayed in achieving the Commercial Operations Date as a result of the County's failure to timely provide the electrical service, site access, or other County deliverables under this Lease or the Performance Contract, Lessee's obligations that are measured from or dependent on the Effective Date, shall be extended day-for-day for the period of such delay. Any continued access, occupancy, use, removal, restoration, surrender, indemnity, insurance, reimbursement, public-records, confidentiality, lien-removal, documentation, or other obligation that by its nature should survive expiration or termination shall survive to the extent necessary to give effect to such obligation and to protect County's ownership, operations, regulatory compliance, public obligations, and rights under this Lease and the Performance Contract. Any post-termination rights of Lessee shall be limited to the extent County determines necessary for Lessee to perform surviving obligations and shall remain subject to County's operational,

safety, security, access-control, regulatory, environmental, and other requirements. Lessee's indemnification and insurance obligations shall remain in effect until the later of Lessee's completion of all restoration, removal, surrender, reimbursement, documentation, and other surviving obligations, Lessee's vacation of the Landfill, removal of all Lessee property from the Landfill, completion of all restoration obligations, and satisfaction of all surviving obligations under this Lease and the Performance Contract.

4. Rent.

As consideration solely for the limited leasehold, access, and easement rights expressly granted to Lessee herein, Lessee shall pay to County annual rent of one dollar ($1.00) ("**Rent**"), due on the Effective Date and on the first day of each calendar year of the Term thereafter. Payment of Rent shall not expand Lessee's rights, create any exclusive or possessory interest beyond those expressly granted herein, limit County's reserved rights, or affect Lessee's separate payment, reimbursement, indemnity, restoration, insurance, tax, utility, lien-removal, or other obligations under this Lease or the Performance Contract. Lessee may pay all Rent due throughout the Term in a single aggregate sum at any time.

5. Lessee's Obligations.

a. **General Obligations.**

Lessee's use of the Project Site and the Easement Areas shall be limited to those activities directly related to, and necessary for, Lessee's performance of its obligations, and enjoyment of its rights, pursuant to the Performance Contract, as limited and controlled by this Lease, and shall comply with all Applicable Laws. Lessee shall obtain all Permits, licenses, and like approvals in connection with its activities under the Performance Contract and this Lease. Notwithstanding anything to the contrary herein or in the Performance Contract, the Project and any personal property caused to exist on the Project Site shall, as between the Parties, be and remain Lessee's personal property and not fixtures of the Landfill, except as explicitly stated otherwise in the Performance Contract and only to the extent not inconsistent with this Lease. During the Term, Lessee shall, at its sole cost and expense, keep and maintain the Project, Project Site, Easement Areas, and any affected portions of the Landfill in an orderly, clean, safe, legally compliant, and well-maintained condition and in good working order, repair, and condition, as required by Applicable Law, applicable Permits, this Lease, the Performance Contract, and County's safety, security, traffic, operational, environmental, access-control, and regulatory requirements. Ordinary wear and tear shall be excepted only to the extent such wear and tear does not impair safety, regulatory compliance, County operations, County property, the Landfill, the Project Site, the Easement Areas, or County's rights under this Lease or the Performance Contract.

b. **Survey and Property Descriptions.**

Prior to the start of any construction, construction preparation, mobilization, staging, installation, or other physical activity on the Project Site or within any Easement Area, whichever occurs first, Lessee shall have prepared, at its sole cost and expense, a survey of the Project Site and Easement Areas ("**Survey**") showing, at a minimum, (a) the precise location and boundaries of the Project Site and each Easement Area, (b) surveyed metes and bounds descriptions of the Project Site and Easement Areas, (c) all access routes, utility routes, encroachments, improvements, and material site features relevant to Lessee's proposed use, and (d) any other information reasonably requested by County to confirm the location and scope of the rights granted herein. No Survey, exhibit, drawing, depiction, metes and bounds description, Project document, or Performance Contract attachment shall define, modify, expand, relocate, burden, or otherwise affect the Project Site or any Easement Area for purposes of this Lease unless approved by County in writing and incorporated into this Lease by amendment if required herein. County's failure to object to any Survey shall not be deemed a waiver of County's ownership rights, regulatory obligations, reserved rights, or right to require correction of any error, encroachment, operational conflict, safety issue, or inconsistency with this Lease, the Performance Contract, Applicable Law, applicable Permits, or County's operational requirements. If County approves a Survey in writing and the Project Site or Easement Areas depicted in the Survey differ from those depicted in the Exhibits to this Lease, the Parties shall execute an amendment to this Lease causing the approved Survey to become Exhibit B and Exhibits C-1 through C-3, as applicable, in replacement of any then-existing such exhibits. Any amendment shall be approved by the Board prior to becoming effective.

c. **Inspection Rights and Emergencies.**

County, its agents, and the representatives of any governmental authority may enter the Project Site and any Easement Area from time to time during customary business hours, or at any other time as County determines necessary or appropriate for safety, operational, regulatory, inspection, emergency, compliance, public health, environmental, Landfill-related, or other governmental or public purposes, to examine the Project Site or Easement Areas, confirm Lessee's compliance herewith, protect County property or operations, or satisfy County's governmental or regulatory obligations. For purposes of this Lease, "**Emergency Condition**" means any actual, threatened, imminent, or reasonably perceived condition, event, circumstance, release, discharge, damage, failure, outage, obstruction, access issue, safety concern, regulatory concern, environmental concern, operational conflict, or other matter that County reasonably determines requires immediate or prompt action to protect persons, property, the Landfill, the Project Site, any Easement Area, County operations, public health or safety, regulatory compliance, or the environment. County may take any action it determines necessary or appropriate to avoid, respond to, resolve, or mitigate any Emergency Condition.

d. **Liens.**

i. Lessee, its contractors, subcontractors, suppliers, vendors, agents, invitees, and all other persons or entities acting by, through, or under Lessee shall not do, permit, or suffer any act that could encumber, cloud, impair, or otherwise affect County's fee simple title in and to the Landfill, including the Project Site and Easement Areas. Lessee shall notify all contractors, subcontractors, suppliers, vendors, and other persons providing work, labor, services, materials, equipment, or improvements in connection with Lessee's Operations that County's fee interest in the Landfill, Project Site, and Easement Areas shall not be subject to any lien, claim, charge, or encumbrance arising from Lessee's Operations or from any express or implied contract with Lessee. Any claim to or lien upon the Project Site or Easement Areas arising from any act or omission of Lessee or any person acting by, through, or under Lessee shall accrue only against Lessee's limited leasehold or easement interest, if any, and shall remain subject and subordinate to County's paramount title, ownership, reserved rights, and governmental, regulatory, operational, and public obligations. If any lien, claim, charge, or encumbrance is filed, asserted, or threatened against the Landfill, Project Site, Easement Areas, or County's interest therein by reason of Lessee's Operations or any act or omission of Lessee or any person acting by, through, or under Lessee, Lessee shall, at its sole cost and expense, cause such lien, claim, charge, or encumbrance to be satisfied, bonded off, released, discharged, or otherwise removed of record within thirty (30) days after Lessee receives notice thereof, or sooner if County determines that earlier action is necessary to protect County's title, operations, financing, regulatory compliance, public obligations, or other interests. Failure to timely satisfy, bond off, release, discharge, or remove any such lien, claim, charge, or encumbrance shall constitute an Event of Default. County's interest in the Landfill, Project Site, and Easement Areas shall not be subject to, and County shall not be liable for or bound by, any lien, claim, charge, or encumbrance arising from Lessee's Operations or from improvements made by or for Lessee.

ii. The Parties shall execute a Memorandum of Lease on a form mutually agreed to by the Parties and approved by County, which Lessee shall record in the Official Records of the Clerk of the Circuit Court for Manatee County at Lessee's sole cost and expense. The Memorandum of Lease shall not define, expand, modify, interpret, supplement, or create any rights beyond those expressly granted in this Lease and shall state that Lessee's rights are limited, subordinate to County's fee ownership and reserved rights, and subject to the terms and conditions of this Lease and the Performance Contract, as limited and controlled by this Lease. If the Memorandum of Lease or any recorded instrument is inconsistent with this Lease, this Lease shall control as between the Parties. Upon the expiration or earlier

termination of this Lease, County may execute and record, without Lessee's joinder, a notice of expiration, termination, release, or other instrument evidencing the termination of Lessee's rights under this Lease.

e. **Utilities.**

i. County shall cooperate with Lessee's efforts in obtaining any temporary or permanent utility services requested by Lessee to the extent that such cooperation does not interfere with County's ownership, operation, maintenance, permitting, regulatory compliance, or use of the Landfill. Any easement, right of way, utility access, or related right requested by Lessee or a utility provider shall be subject to County's prior written approval, which shall be granted, conditioned, or withheld in County's reasonable discretion.

ii. Pursuant to the Performance Contract, the County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200-amp electrical service, transformer, service drop, metering, and utility-side infrastructure. The County shall use commercially reasonable and diligent efforts, to complete installation of the electrical service infrastructure as promptly as reasonably practicable following the Effective Date. Because the Commercial Operations Date cannot be achieved until electrical service is available, any delay in the availability of electrical service that is attributable to the County shall extend, on a day-for-day basis, each of CIP Solutions' deadlines, milestones, and obligations under this Lease and the Performance Contract that are dependent on or measured from the Effective Date, and no such delay shall constitute or contribute to a CIP Solutions default. The Parties shall cooperate in good faith to establish an anticipated electrical service in-service date once known, but the absence of a fixed date shall not limit CIP Solutions' day-for-day extension for County-attributable delay.

iii. County shall be responsible for establishing electrical utility accounts associated with operation of the Project Site only to the extent required by the Performance Contract. Lessee shall reimburse County for all metered electricity specific to the Project, together with any taxes, fees, charges, adjustments, penalties, deposits, administrative charges, or other amounts charged to County in connection with such Project-related electricity, unless expressly excluded by the Performance Contract. County shall provide available details regarding monthly electrical usage and costs when submitting an invoice for reimbursement. Lessee shall pay each electrical reimbursement invoice within fifteen (15) days after receipt.

iv. During the Term, Lessee shall pay directly to the appropriate utility provider all bills for utility services used by or attributable to Lessee,

the Project, the Project Site, or Lessee's Operations, other than electrical utility services initially provided through County accounts and reimbursed by Lessee as provided above. If any utility service is not separately metered, Lessee shall reimburse County for the portion of such utility service that County determines is attributable to Lessee, the Project, the Project Site, or Lessee's Operations within fifteen (15) days after Lessee's receipt of an invoice therefor. Lessee shall not install, modify, relocate, connect, disconnect, or materially change any utility service, meter, line, equipment, or related facility affecting the Landfill, Project Site, or Easement Areas without County's prior written approval.

f. **Project Site, Easement Areas, Landfill-Affected Areas, and Related Restoration.**

i. Upon the termination or expiration of this Lease Lessee shall, at its sole cost and expense, restore the Project Site, Easement Areas, and any other portion of the Landfill or County property affected by Lessee, Lessee's Operations, the Project, any Project Facilities, any utility work, any access activity, or any act or omission of Lessee or any person acting by, through, or under Lessee. Such restoration shall include, without limitation, removal of Lessee's property and improvements to the extent required by County, repair of any damage or disturbance, stabilization of affected areas, closure or securing of any openings or penetrations, restoration of access routes and utility areas, removal and lawful disposal of debris, waste, materials, equipment, and any Hazardous Substances introduced, released, disturbed, or exacerbated by Lessee, and completion of any testing, monitoring, permitting, reporting, engineering, environmental, or other work County determines necessary or appropriate. All restoration shall be performed in a manner, scope, schedule, and condition satisfactory to County, in compliance with Applicable Law, applicable Permits, this Lease, the Performance Contract, and County's operational, safety, security, environmental, access-control, regulatory, and Landfill-related requirements, and shall restore the affected areas to at least substantially the same condition that existed on the Effective Date, or such better condition as County determines necessary to protect County's interests, regulatory compliance, operations, property, or the environment. Ordinary wear and tear shall be excepted only to the extent such wear and tear does not impair safety, regulatory compliance, County operations, County property, environmental conditions, or the condition, use, closure, post-closure care, permitting, or regulatory status of the Landfill, Project Site, or Easement Areas. County may require Lessee to submit restoration plans, schedules, contractor information, permits, insurance evidence, test results, certifications, lien releases, closeout documentation, and other information County determines necessary before, during, or after restoration. County hereby grants to Lessee a limited, nonexclusive,

revocable license to enter onto the Landfill, Project Site, and Easement Areas after expiration or termination solely to the extent County determines necessary for Lessee to fulfill such obligations, and subject at all times to County's operational, safety, security, regulatory, environmental, access-control, scheduling, escort, insurance, indemnity, lien-removal, reimbursement, and other requirements. If Lessee fails to timely or properly perform any restoration obligation, County may perform or cause the performance of such work without waiving any Event of Default, and Lessee shall reimburse County for all costs and expenses incurred by County in connection therewith, including administrative, oversight, legal, engineering, environmental, permitting, testing, monitoring, disposal, restoration, repair, replacement, professional-service, and contractor costs.

ii. Restoration Enforcement. Without limiting any other right or remedy of County, County may enforce Lessee's restoration obligations by any one or more of the following means: (a) requiring Lessee to commence, diligently pursue, modify, accelerate, suspend, or complete restoration work within the deadlines, sequencing, access limitations, and conditions specified by County; (b) requiring Lessee to provide restoration plans, schedules, budgets, contractor qualifications, permits, evidence of insurance, bonds or other financial assurances if available under the Performance Contract or Applicable Law, test results, certifications, lien releases, closeout documentation, and other documentation County determines necessary; (c) withholding, conditioning, suspending, or limiting Lessee's access to the Landfill, Project Site, or Easement Areas until County is satisfied that restoration can be performed safely, lawfully, and without impairing County operations, regulatory compliance, public health or safety, property, or the environment; (d) performing or causing the performance of any restoration, removal, repair, testing, monitoring, disposal, permitting, engineering, environmental, legal, administrative, oversight, or other related work if County determines that Lessee has failed to timely or properly perform, that prompt action is necessary or appropriate, or that Lessee's proposed work is insufficient to protect County's interests; and (e) recovering from Lessee all costs and expenses incurred by County in connection with the foregoing, whether incurred before or after expiration or termination of this Lease. Amounts payable by Lessee under this Section shall be due within fifteen (15) days after Lessee's receipt of County's invoice and available supporting documentation, shall constitute additional amounts due under this Lease, and shall survive expiration or termination. County may pursue injunctive relief, specific performance, and/or declaratory relief, to the extent permitted by the Performance Contract and Applicable Law. Exercise of any enforcement right shall not waive any Event of Default, release Lessee from any obligation, limit County's indemnity or reimbursement rights, or require County to

perform any restoration work before pursuing Lessee for performance or payment. All rights and remedies under this Section are cumulative.

iii. At the termination or expiration of this Lease, Lessee shall surrender the Project Site, Easement Areas, and any affected portions of the Landfill free and clear of all liens, claims, encumbrances, debris, waste, equipment, materials, personal property, hazardous substances introduced or released by Lessee, and other conditions arising from Lessee's Operations, and in a safe, clean, orderly, restored, and legally compliant condition satisfactory to County. County's acceptance of surrender shall not waive any claim, remedy, indemnity, reimbursement right, restoration obligation, or other right of County under this Lease, the Performance Contract, Applicable Law, or applicable Permits.

6. County's Obligations.

County covenants for itself and its agents, employees, representatives, contractors, successors, and assigns that, subject at all times to County's ownership of the Landfill, County's governmental and regulatory duties, County's reserved rights under this Lease and the Performance Contract, Applicable Law, applicable Permits, and County's continuing operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, or other use of the Landfill, County will not intentionally and without lawful or contractual basis prevent Lessee from exercising the limited rights expressly granted to Lessee under this Lease and the Performance Contract. No action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations shall constitute a breach of this Section, or give rise to any liability of County, if County reasonably determines that such matter is necessary for Landfill ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, protection of persons or property, compliance with Applicable Law or applicable Permits, or any other governmental, regulatory, operational, public, or environmental purpose. Lessee acknowledges that its rights under this Lease are limited, nonexclusive where applicable, subordinate to County's fee ownership and reserved rights, and subject to temporary or permanent limitations imposed by County in accordance with this Lease, the Performance Contract, Applicable Law, applicable Permits, and County's responsibilities as owner and operator of the Landfill.

7. Representations and Warranties.

a. Each Party represents and warrants to the other Party that:

i. In the case of Lessee, it is validly existing and duly organized and in good standing under the laws of the state of Florida, and is licensed to do business in the State of Florida; and

ii. In the case of County, it is a political subdivision of the State of Florida, duly organized and validly existing; and

iii. It has full power and authority to execute, deliver, and perform under this Lease, and the execution, delivery, and performance hereof have been duly and validly authorized by all necessary action on its part, and will not violate (i) in the case of Lessee, the articles of organization, operating agreement, or other organizational documents of it, and (ii) in the case of the County, will not conflict with, or constitute a breach of or default under, any law, or any administrative regulation, consent decree, ordinance, resolution or any agreement or other instrument to which the County is subject, and (iii) in the case of each Party, will not violate any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which it or its assets are bound; and

iv. This Lease constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally; and

v. No suit, action, or arbitration, or legal, administrative, or other proceeding, is pending or has been threatened against it that would have a material adverse effect on the validity or enforceability of this Lease or its ability to fulfill its obligations hereunder, or that could result in any material adverse change in its business or financial condition; and

b. County represents and warrants to Lessee that, during the Term and subject and subordinate at all times to this Lease, the Performance Contract, Applicable Law, applicable Permits, County's reserved rights, County's governmental and regulatory duties, and County's ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, and use of the Landfill, Lessee may possess and use the Project Site solely for the purposes expressly permitted herein. No action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of

County's rights or obligations shall breach this representation or warranty, interfere with Lessee's possession or use, or give rise to any liability of County, if County reasonably determines that such matter is necessary for any governmental, regulatory, operational, public, safety, security, emergency, compliance, Landfill-related, or environmental purpose.

8. No State or County Obligation.

a. This Lease does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

b. County's obligations under this Lease are subject at all times to the availability of funds lawfully appropriated by the Board for such purposes and to the availability of any applicable contract, grant, or other legally available funding. Nothing in this Lease shall be construed as a pledge of County revenues, a commitment of future appropriations, or an obligation of County beyond funds lawfully appropriated and available for such purpose. If funds are not appropriated, are withdrawn, are terminated, or are otherwise unavailable, County may terminate this Lease and any related obligations without being deemed in default and without liability to Lessee, except to the extent expressly required by law. Upon any such termination, the Parties' rights and obligations under this Lease shall terminate except for obligations that expressly survive or that by their nature must survive, including Lessee's Termination Compensation and removal rights and indemnity, insurance, public records, lien removal, reimbursement, restoration, restoration enforcement, surrender, removal of Lessee's property, County access, County reserved rights, no waiver of sovereign immunity, limitation of liability, and accrued payment, performance, documentation, or compliance obligations.

9. Hazardous Materials and Environmental Matters.

a. During the Term, and without waiving County's sovereign immunity or expanding County's liability beyond the limits of Section 768.28, Florida Statutes, each Party shall comply with all Applicable Laws relating to the receipt, handling, use, storage, transportation, generation, discharge, release, and disposal of any Hazardous Substance to the extent arising from or attributable to such Party's activities under this Lease. Lessee shall be solely responsible for, and shall indemnify, defend, reimburse, and hold harmless County and its officers, employees, agents, representatives, successors, and assigns from and against, any and all losses, claims, demands, liabilities, damages, fines, penalties, enforcement actions, cleanup obligations, remediation costs, testing, monitoring, reporting,

engineering, legal, consultant, administrative, and other costs or expenses to the extent arising from or attributable to (a) any Hazardous Substance introduced, released, discharged, generated, handled, used, stored, transported, disposed of, disturbed, exacerbated, migrated, or allowed to migrate by Lessee or any person acting by, through, or under Lessee; (b) Lessee's Operations, the Project, the Project Facilities, the Project Site, the Easement Areas, or any utility, access, construction, removal, restoration, or other activity undertaken by or for Lessee; (c) Lessee's failure to comply with Applicable Law, applicable Permits, this Lease, the Performance Contract, or County environmental, safety, operational, or regulatory requirements; or (d) any act or omission of Lessee or any person acting by, through, or under Lessee. County shall not be responsible for, and Lessee assumes the risk of, any pre-existing, latent, known, unknown, disclosed, undisclosed, or naturally occurring Hazardous Substance, environmental condition, Landfill condition, regulatory condition, leachate condition, groundwater condition, soil condition, gas condition, waste condition, or other condition at, on, under, from, or affecting the Landfill, Project Site, or Easement Areas, except to the extent caused solely by County's own negligent or wrongful act after the Effective Date or arising from the pre-existing condition of the Landfill not caused or exacerbated by Lessee, and only to the extent liability is not barred or limited by Applicable Law, Section 768.28, Florida Statutes, sovereign immunity, appropriations law, or any other limitation, defense, or immunity available to County. Prior to commencing construction, CIP Solutions shall have the right, at its sole cost, to inspect, sample, test, and photograph the Project Site and Easement Areas to document a baseline record of pre-existing conditions, and the County shall provide reasonable access for such purpose. Such baseline record shall, absent manifest error, serve as evidence of the condition of the Project Site and Easement Areas as of the Effective Date for purposes of CIP Solutions' restoration and environmental obligations, and CIP Solutions shall bear no responsibility for any pre-existing condition documented therein. County shall have no indemnification obligation except to the limited extent expressly required by Applicable Law and Section 768.28, Florida Statutes, and only from legally available and lawfully appropriated funds.

b. Each Party shall promptly notify the other Party upon the notifying Party becoming aware, with respect to the Landfill, the Project Site, or the Easement Areas, of: (a) any enforcement, cleanup, or other regulatory action taken or threatened against either Party by any government entity with respect to the presence of any Hazardous Substance, (b) any demands or claims made or threatened by any person against either Party relating to any loss or injury resulting from any Hazardous Substance, (c) any unlawful release, discharge, or non-routine, improper, or unlawful disposal or transportation of any Hazardous Substance, and/or (d) any matters where

either Party is required by Applicable Laws to give a notice to any governmental entity with respect to Hazardous Substance.

THE LANDFILL, PROJECT SITE, EASEMENT AREAS, AND ALL AREAS, FACILITIES, ACCESS ROUTES, UTILITIES, ENVIRONMENTAL CONDITIONS, REGULATORY CONDITIONS, AND OTHER CONDITIONS RELATING THERETO ARE BEING MADE AVAILABLE TO LESSEE IN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS LEASE. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, AS LIMITED AND CONTROLLED BY THIS LEASE, COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY, REGARDING THE CONDITION, STATE OF REPAIR, SUITABILITY, ACCESSIBILITY, AVAILABILITY, VALUE, EXPENSE OF OPERATION, INCOME POTENTIAL, COMPLIANCE OR NON-COMPLIANCE WITH APPLICABLE LAW, PERMITTING STATUS, REGULATORY STATUS, ENVIRONMENTAL CONDITION, SOIL CONDITION, GROUNDWATER CONDITION, LEACHATE CONDITION, GAS CONDITION, WASTE CONDITION, HAZARDOUS SUBSTANCE CONDITION, OR ANY OTHER FACT OR CONDITION AFFECTING THE LANDFILL, PROJECT SITE, EASEMENT AREAS, OR ANY PORTION THEREOF. LESSEE ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS LEASE AFTER FULL INVESTIGATION, OR WITH THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATION AS LESSEE DEEMS NECESSARY, AND HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, COVENANT, OR PROMISE OF COUNTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, AS LIMITED AND CONTROLLED BY THIS LEASE. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE WAIVES AND RELEASES COUNTY FROM ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE CONDITION, OPERATION, ACCESSIBILITY, AVAILABILITY, ECONOMIC PERFORMANCE, ENVIRONMENTAL CONDITION, REGULATORY CONDITION, OR LEGAL STATUS OF THE LANDFILL, PROJECT SITE, EASEMENT AREAS, OR ANY PORTION THEREOF, INCLUDING CLAIMS RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES OR MATERIALS UNDER ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAW, EXCEPT ONLY TO THE LIMITED EXTENT SUCH CLAIMS ARE CAUSED SOLELY BY COUNTY'S OWN NEGLIGENT OR WRONGFUL ACT AFTER THE EFFECTIVE DATE AND ARE NOT BARRED OR LIMITED BY APPLICABLE LAW, SECTION 768.28, FLORIDA STATUTES, SOVEREIGN IMMUNITY, APPROPRIATIONS LAW, OR ANY OTHER LIMITATION, DEFENSE, OR IMMUNITY AVAILABLE TO COUNTY.

10. Taxes.

Lessee shall pay when due any and all taxes, assessments, charges, fees, fines, penalties, interest, and similar governmental or utility impositions arising from or attributable to Lessee, Lessee's property, the Project, the Project Site, the Easement Areas, Lessee's Operations, or Lessee's rights under this Lease or the Performance Contract (collectively, "Taxes"). Lessee shall reimburse County for any Taxes paid or incurred by County to the extent arising from or attributable to Lessee, Lessee's property, the Project, the Project Site, the

Easement Areas, Lessee's Operations, or Lessee's rights under this Lease or the Performance Contract, within fifteen (15) days after Lessee's receipt of an invoice and available supporting documentation. Lessee shall indemnify, defend, and hold harmless County from and against any Taxes for which Lessee is responsible. Nothing in this Section shall obligate County to pay Taxes for which Lessee is responsible, waive any exemption or immunity of County, or limit County's right to contest any Taxes in good faith. Lessee remains responsible for all federal, state, and local taxes imposed upon Lessee under Applicable Law, including personal property, real property, sales, service, income, utility, or other taxes.

11. Default and Remedies.

a. **Events of Default.**

An "**Event of Default**" hereunder means a Party's failure to perform, or breach of, any material term, provision, condition, covenant, warranty, representation, or promise expressly applicable to such Party under this Lease which, unless another period is specified herein or in the Performance Contract with respect to such failure or breach, continues beyond thirty (30) days after the defaulting Party receives written notice of such failure or breach ("**Notice of Default**") from the non-defaulting Party. If an Event of Default by Lessee cannot be cured within the applicable cure period and cannot be cured by the payment of money, such period may be extended only to the extent County determines necessary and appropriate, but not more than ninety (90) days from the date Lessee receives the relevant Notice of Default, and only if Lessee is diligently and continuously pursuing such cure and the continued default does not impair safety, regulatory compliance, County operations, the Landfill, the Project Site, any Easement Area, County's rights, restoration, surrender, title, access, public obligations, or the environment.

b. **Remedies.**

Upon the occurrence of an Event of Default by Lessee, County may exercise any one or more remedies available under this Lease, the Performance Contract, Applicable Law, applicable Permits, or equity, including termination, suspension or limitation of Lessee's rights, access control, specific performance, injunctive relief, declaratory relief and any other remedy available at law or in equity. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non defaulting Party will have the right to terminate this Lease by providing written notice to the other Party.

c. **Limitation of Liability.**

Excluding only Lessee's obligations with respect to indemnity, reimbursement, restoration, removal, surrender, lien removal,

environmental matters, Taxes, utilities, public records, statutory compliance, and other obligations owed to County under this Lease or the Performance Contract, and excluding the County's obligation to pay Termination Compensation and other amounts due under the Performance Contract, and except only to the extent expressly required by Applicable Law, neither Party will be liable to the other for any consequential, speculative, punitive, exemplary, future, incidental, special, or indirect damages, including lost profits, lost revenues, loss of business opportunity, diminution in value, financing costs, or similar damages. Nothing in this Section shall expand County's liability beyond the remedies expressly available under this Lease, the Performance Contract, Applicable Law, and the limitations of Section 768.28, Florida Statutes, nor shall this Section be construed as a waiver of County's sovereign immunity, budgetary limitations, appropriation requirements, defenses, immunities, or limitations on liability. Any payment, compensation, reimbursement, abatement, credit, offset, extension, termination payment, lost-revenue claim, lost-profit claim, or other monetary or equitable remedy claimed by Lessee as a result of any alleged County default, delay, act, omission, restriction, access limitation, utility issue, regulatory action, operational decision, funding limitation, or other matter shall be available only to the extent expressly authorized by the Performance Contract or this Lease, approved and appropriated as required by law, and not barred or limited by Applicable Law, this Lease, County's reserved rights, Section 768.28, Florida Statutes, sovereign immunity, or any other limitation, defense, or immunity available to County. County shall not be liable for any claim arising from County's exercise of reserved rights, regulatory or governmental duties, Landfill operations, emergency response, public-health or safety obligations, access control, funding or appropriation limitations, or compliance with Applicable Law or applicable Permits.

d. **Effects of Termination.**

Without further expense to County, Lessee shall, within the period specified by County and in no event later than six (6) months after the termination or expiration of this Lease unless County approves a shorter or longer period in writing, remove all Lessee property, improvements, equipment, materials, waste, debris, utilities, Project Facilities, and other items placed, installed, used, stored, released, generated, or caused to exist by or for Lessee, whether above-grade or below-grade, from the Project Site, Easement Areas, and any affected portions of the Landfill, and shall seal, cap, secure, restore, and make safe any openings, penetrations, disturbed areas, utility corridors, access routes, or other affected areas caused by such removal or by Lessee's Operations. Any post-termination lease, license, easement, access, or occupancy rights shall continue only to the extent County determines necessary for Lessee to complete County-approved removal, restoration, surrender, and closeout obligations, shall be revocable and nonexclusive, shall be without cost or liability to County, and shall remain subject at all times to County's access, safety, security, operational, traffic,

scheduling, escort, insurance, indemnity, lien-removal, regulatory, environmental, and Landfill-related requirements. If Lessee fails to timely or properly perform any removal, restoration, surrender, closeout, or related obligation, County may, without notice except as County determines practicable, perform or cause performance of such work, dispose of or store Lessee's property or materials as County determines appropriate, and recover from Lessee all costs and expenses incurred by County in connection therewith, including administrative, legal, engineering, consultant, environmental, permitting, testing, monitoring, disposal, storage, restoration, repair, replacement, professional-service, contractor, oversight, access-control, and enforcement costs. Any Lessee property not removed within the applicable period may, at County's election and without limiting County's remedies, be deemed abandoned ; provided that County shall not deem abandoned, dispose of, or take title to any Project Facilities, treatment equipment, or media of material value without first providing Lessee not less than thirty (30) days' written notice and a reasonable opportunity to remove the same, except where County reasonably determines immediate action is required to address an Emergency Condition. but such deemed abandonment shall not relieve Lessee of any removal, restoration, reimbursement, indemnity, environmental, lien-removal, or other obligation. All obligations under this Section shall survive expiration or termination of this Lease.

12. Indemnity and Insurance.

a. **Indemnity.**

Lessee shall indemnify, defend, reimburse, and hold harmless County and its officers, employees, agents, representatives, successors, and assigns from and against any and all third-party claims, losses, liabilities, damages, fines, penalties, costs, expenses, demands, actions, proceedings, causes of action, judgments, and obligations, including legal, administrative, professional-service, consultant, engineering, environmental, testing, monitoring, restoration, removal, and enforcement costs, to the extent arising from or attributable to Lessee, Lessee's Operations, the Project, the Project Facilities, the Project Site, the Easement Areas, any Hazardous Materials or environmental matters, Taxes, utilities, reimbursement obligations, restoration, restoration enforcement, surrender, removal, lien removal, statutory compliance, or any act or omission of Lessee or any person acting by, through, or under Lessee, including negligence, willful misconduct, violation of Applicable Law, violation of applicable Permits, or breach of this Lease or the Performance Contract. County shall have no indemnification obligation except to the limited extent expressly required by Applicable Law and Section 768.28, Florida Statutes, and only from legally available and lawfully appropriated funds. Nothing in this Section shall waive or limit County's sovereign immunity, defenses, immunities, or statutory limitations of liability.

b. **Insurance.**

At all times during the Term, Lessee shall obtain and maintain all insurance coverage required by the Performance Contract, this Lease, Applicable Law, and County requirements, and shall provide evidence of such coverage to County upon request. County's insurance obligations, if any, shall be limited to any express self-insurance or risk-management obligations approved by County in writing and shall remain subject at all times to sovereign immunity, Section 768.28, Florida Statutes, legally available and lawfully appropriated funds, County policies, and Applicable Law. Nothing in this Lease or the Performance Contract shall require County to purchase commercial insurance, waive sovereign immunity, expand County liability, or create any third-party beneficiary rights unless expressly required by Applicable Law.

13. Assignment.

Lessee may not assign this Lease, in whole or in part, without County's prior written consent, which may be granted, conditioned, or withheld in County's sole discretion. County may assign this Lease, in whole or in part, without Lessee's consent to any successor governmental owner or operator of the Landfill or other public entity assuming ownership, operation, or regulatory responsibility for the Landfill.

14. Condemnation and Casualty.

a. **Condemnation.**

If, during the Term, there is a taking for any public or quasi-public use under any Applicable Laws or by right of eminent domain of the Landfill or any material portion of the Landfill that renders the remaining portion of the Project Site and Easement Areas unfeasible for use by Lessee, as determined by County in its reasonable discretion after consultation with Lessee, either Party shall have the right to terminate this Lease and the Performance Contract upon written notice, such termination to be effective at the time the condemning authority shall take actual possession of the affected portion of the Landfill. Such termination shall be without prejudice to the rights of either Party to recover compensation from the condemning authority for any loss or expense caused by such condemnation. The proceeds of any condemnation award shall be allocated and paid out as follows, and in the following order: first, County will receive the portion thereof allocable to its fee interest in the Landfill and any impairment of County's ownership, operation, maintenance, regulatory compliance, replacement, relocation, or use of the Landfill, as applicable; second, Lessee will receive any remaining portion thereof allocable solely to Lessee's compensable interest, if any, in the Project Site, but not in diminution of County's fee interest or Landfill-related recovery.

b. **Casualty.**

In the event of damage by fire or other casualty event to the Project Site or the Project that County determines renders the Project Site or Project infeasible for continued use or repair within ninety (90) days without impairing Landfill operations, regulatory compliance, public health or safety, property, or the environment, either Party may terminate this Lease and the Performance Contract upon thirty (30) days written notice to the other Party. Any repair, restoration, continued access, or continued use following a casualty shall be subject to County's prior written approval and County's operational, safety, security, regulatory, environmental, access-control, and other requirements. No County decision, restriction, interruption, delay, access control, suspension, denial, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations following a casualty shall constitute interference with Lessee's rights, breach of this Lease, or give rise to any liability of County, if County reasonably determines that such matter is necessary for any governmental, regulatory, operational, public, safety, security, emergency, compliance, Landfill-related, or environmental purpose.

15. Miscellaneous.

a. **Survival.**

In the event of any termination or expiration of this Lease, all provisions that expressly survive or that by their nature should survive shall survive to the extent permitted by law and to the extent necessary to protect County's rights and give effect to the Parties' obligations.

b. **Force Majeure.**

Neither Party will be responsible to the other Party for damages, loss, injury, or delay caused solely by a Force Majeure Event to the extent such Force Majeure Event actually prevents performance and the affected Party gives prompt notice and uses diligent efforts to mitigate the effect of such event. Notwithstanding the foregoing, Force Majeure shall not excuse or delay Lessee's payment, reimbursement, indemnity, insurance, public-records, statutory compliance, environmental, restoration, removal, surrender, safety, security, access-control, lien-removal, or other County-protective obligations, except to the limited extent County expressly agrees in writing or Applicable Law expressly requires otherwise.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, tropical storm, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different

nature, existing or future; provided that the cause, whether or not enumerated in this Lease, is beyond the control and without the fault or negligence of the Party seeking relief under this Lease. Notwithstanding the foregoing, no County governmental, regulatory, permitting, enforcement, emergency-response, operational, safety, security, environmental, public-health, public-welfare, access-control, funding, appropriation, or Landfill-related act, omission, condition, decision, requirement, restriction, or delay shall be construed to limit County's reserved rights, create any County obligation to accommodate Lessee, constitute a County default, or constitute a Force Majeure Event excusing Lessee's payment, reimbursement, indemnity, insurance, public-records, statutory compliance, environmental, restoration, removal, surrender, safety, security, access-control, lien-removal, or other County-protective obligations unless and only to the extent expressly required by Applicable Law.

Notwithstanding the foregoing, a change in the quantity, availability, composition, or quality of SEWRF Wastewater resulting from the County's delivery of wastewater materially exceeding the Minimum Influent Standard shall not be charged against Lessee, and no Force Majeure Event shall reduce Lessee's Minimum Volume Commitment credit or Termination Compensation rights under the Performance Contract except to the extent expressly provided therein.

c. **No Waiver.**

No waiver of any right, power, privilege, default, breach, or remedy under this Lease shall be effective unless in writing and signed by the Party against which the waiver is asserted. No delay, omission, course of dealing, acceptance of payment, approval, inspection, review, or failure to enforce any provision shall operate as a waiver of any right or remedy, and any waiver shall be limited to the specific matter expressly waived.

d. **Severability.**

If any term or provision of this Lease is held invalid, illegal, or unenforceable, the remainder of this Lease shall remain in full force and effect to the fullest extent permitted by law. To the extent permitted by law, the invalid, illegal, or unenforceable term or provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving, as nearly as possible, the Parties' intent and County's ownership, regulatory, operational, public, safety, environmental, and sovereign-immunity interests.

e. **Independent Contractors.**

The Parties will always be independent contractors of each other hereunder; there shall be no agency, partnership, employment, joint

venture, or like relationship formed between them by virtue of this Lease or their respective performance hereunder.

f. **Third-Party Beneficiaries, Successors, and Assigns.**

This Lease is solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to, and shall not, confer any rights, remedies, claims, or benefits on any third party not a signatory hereto. This Lease shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns, subject at all times to the assignment restrictions, County's reserved rights, and the limitations set forth herein.

g. **Notices.**

Any notice or communication required hereunder will be in writing and will be deemed received (i) three (3) days after mailing, if via first class U.S. mail, postage prepaid, or (ii) when shown, if sent via registered or certified mail, return receipt requested, in each case to the recipient at its address below. Communication via email shall not constitute legal notice and email addresses are provided as a courtesy. A Party may change its address for notice from time to time pursuant to this Section.

If to County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County
County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205

If to Lessee:

CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151
Email: bgalvano@grimesgalvano.com

16. Amendment.

This Lease may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, extended, assigned, waived, or terminated, in whole or in part, other than as expressly provided herein, except by a written instrument executed by all Parties and approved by the Board to the extent required by law or County policy. No course of conduct, approval, inspection, review, notice, email communication, oral statement, or administrative act shall amend this Lease or waive any County right unless expressly set forth in such written instrument.

17. Governing Law and Venue.

This Lease and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Venue shall be in the 12th Judicial Circuit Court of the State of Florida, Manatee County Division, unless removed to the Federal Middle District of Florida, Tampa Division. The Parties irrevocably submit to the jurisdiction of such courts.

18. Public Records.

Pursuant to Section 119.0701, Florida Statutes, to the extent Lessee is performing services on behalf of County, Lessee shall:

a. Keep and maintain public records that would ordinarily be required by County to perform the service.

b. Upon request from County's custodian of public records, provide County 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.

c. Ensure that records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease and following completion of this Lease if Lessee does not transfer the records to County.

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

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

19. No Waiver of Sovereign Immunity.

Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Lease. No term or condition contained in this Lease shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

20. Anti-Human Trafficking.

Lessee shall provide County with a sworn affidavit herein attached as Exhibit D to be signed by an officer or a representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be provided to County on or before the Effective Date and at the commencement of each

renewal of the Term. This Lease shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

21. Foreign Countries of Concern.

Pursuant to Section 287.138, Florida Statutes, Lessee must provide County with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in Lessee, and that Lessee is not organized under the laws of or has its principal place of business in a foreign country of concern ("**Foreign Countries of Concern Affidavit**"). The Foreign Countries of Concern Affidavit must be in a form substantially similar to Exhibit E; provided, however, that Exhibit E and any affidavit delivered thereunder shall not modify, limit, or supersede any representation, covenant, default right, termination right, statutory compliance obligation, or County remedy set forth in this Lease or required by Applicable Law. This Lease shall not be effective unless and until County receives the Foreign Countries of Concern Affidavit from Lessee, and Lessee must provide an updated Foreign Countries of Concern Affidavit to County on or before the commencement of any renewal or extension of this Lease.

22. Non-Discrimination.

a. Lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Lease on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.134(3)(a), Florida Statutes:

   An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

b. Lessee warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If

subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

23. Scrutinized Companies.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Lease constitutes certification by Lessee that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Lessee further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Lessee acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Lessee further understands that the Lease with County for goods or services of any amount may be terminated at County's option if Lessee (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

24. Public Entity Crimes.

a. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. Lessee warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

25. E-Verify.

Lessee and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Lease, Lessee certifies that, if applicable and required by law, Lessee and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095(5), Florida Statutes. This article serves as notice to Lessee regarding the requirements of Section 448.095, Florida Statutes, and County's rights and obligations under Section 448.095 if County has a good faith belief that Lessee has knowingly violated Section 448.09(1), Florida Statutes. If this Lease is terminated pursuant to Section 448.095, Florida Statutes, Lessee will not be eligible for the award of a public contract for at least one (1) year after the date of such termination and will be liable for any additional costs incurred by County due to such termination.

26. No Development Rights Conferred.

The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Lease shall: (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County

Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

27. County Access.

In addition to the rights reserved to the County in this Lease and the Performance Contract, County and its employees and agents shall also have the right, upon such prior notice as County determines practicable under the circumstances, to access the Project and to review and inspect Lessee's Operations from time to time during the term of this Lease in a manner that does not unreasonably interfere with Lessee's Operations. Such review and approval shall create no warranties by County and shall be limited to the extent necessary to satisfy County that, in County's sole judgment, Lessee's Operations on the Project Site (a) comply with Applicable Law and the terms and conditions of this Lease, (b) do not affect or interfere with County, the Landfill, or County's operations at the Landfill except as expressly contemplated herein or in the Performance Contract, and (c) are limited to permitted uses. County shall comply with Lessee's written safety rules and requirements applicable to all persons that enter the Project only to the extent such rules and requirements do not conflict with County's rights, duties, policies, Applicable Law, applicable Permits, Landfill operations, regulatory obligations, emergency response, or other governmental or public purposes.

28. Legal Fees and Costs.

Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Lease.

29. Authority to Execute.

Each Party hereto covenants to the other Party that it has lawful authority to execute and enter into this Lease.

30. Counterparts.

This Lease may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed effective as of the date set forth below.

CHEMICAL INJECTION PARTNERS FLORIDA, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

APPROVED by the Board with a quorum present and voting, on this _____, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Chairperson, Board of County Commissioners

Date: _____

ATTEST:

ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Exhibit A

Landfill

MANATEE COUNTY PARCEL #567110051

PARCEL "A" (FORMERLY PARCEL A&B): THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO: THE N1/2 OF THE NW1/4 OF SEC 6, AND ALL OF SEC 31, TWN 34 S, RNG 19 E; LESS THAT PART OF SEC 31, LYING E OF A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, PARCEL "B": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THE PROPERTY; LESS THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6, LYING NLY OF A LN WHICH IS THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6 LYING ELY OF A LN WHICH IS PAR WITH & 1690 FT ELY OF THE E LN OF THE NW1/4 OF SD SEC 6 & ANY NLY OR SLY EXT THEREOF, ALSO THAT PART OF SEC 7, TWN 35 S, RNG 19 E LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THROUGH THE PROPERTY; PARCEL "C": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N LN OF SD SEC 6, & BOUNDED ON THE W BY THE E LN OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE S BY THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT ELY OF & PAR WITH THE E LN OF THE NW1/4 OF SD SEC 6, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N BY THE N LN OF SD SEC 31, & BOUNDED ON THE W BY A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE E BY A LN, WHICH LIES 300 FT ELY OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING ON THE N BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE W BY THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY THE S LN OF SEC 31, TWN 34 S, RNG 19 E, (ALSO BEING THE N LN OF SEC 6, TWN 35 S, RNG 19 E) & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT E OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E; PARCEL "D" (FORMERLY ADAMS PROPERTY): THE N1/2 OF THE NE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS ANY PORTION CONVEYED TO E & W COAST RAILWAY IN (DB 61 PG 547); SUBJECT TO R/W AGREEMENT REC IN (485/250) & SUBJECT TO EASMNT TO FPL CO REC IN (981/3999); PARCEL "E" (OLD GUN CLUB): S1/2 OF NE1/4 SUBJECT TO EASMNT AS DESC IN (485/242); PARCEL "F" (KNOWN AS WWTP): THE N 30 AC OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS THE W 330 FT OF FPL CO EASMNT, MORE PARTICULARLY DESC AS FOL: BEG AT THE NE COR OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E; TH N 89 DEG 31 MIN 38 SEC W, ALG THE N LN OF SD SE1/4, 2320.99 FT TO THE INT WITH THE E LN OF A 330 FT WIDE FPL CO EASMNT; TH S 00 DEG 19 MIN 24 SEC W, ALG SD E EASMNT LN, PAR TO THE W LN OF SD SE1/4 & 330 FT ELY THEREFROM, 562.92 FT; TH S 89 DEG 31 MIN 38 SEC E, PAR TO THE N LN OF SD

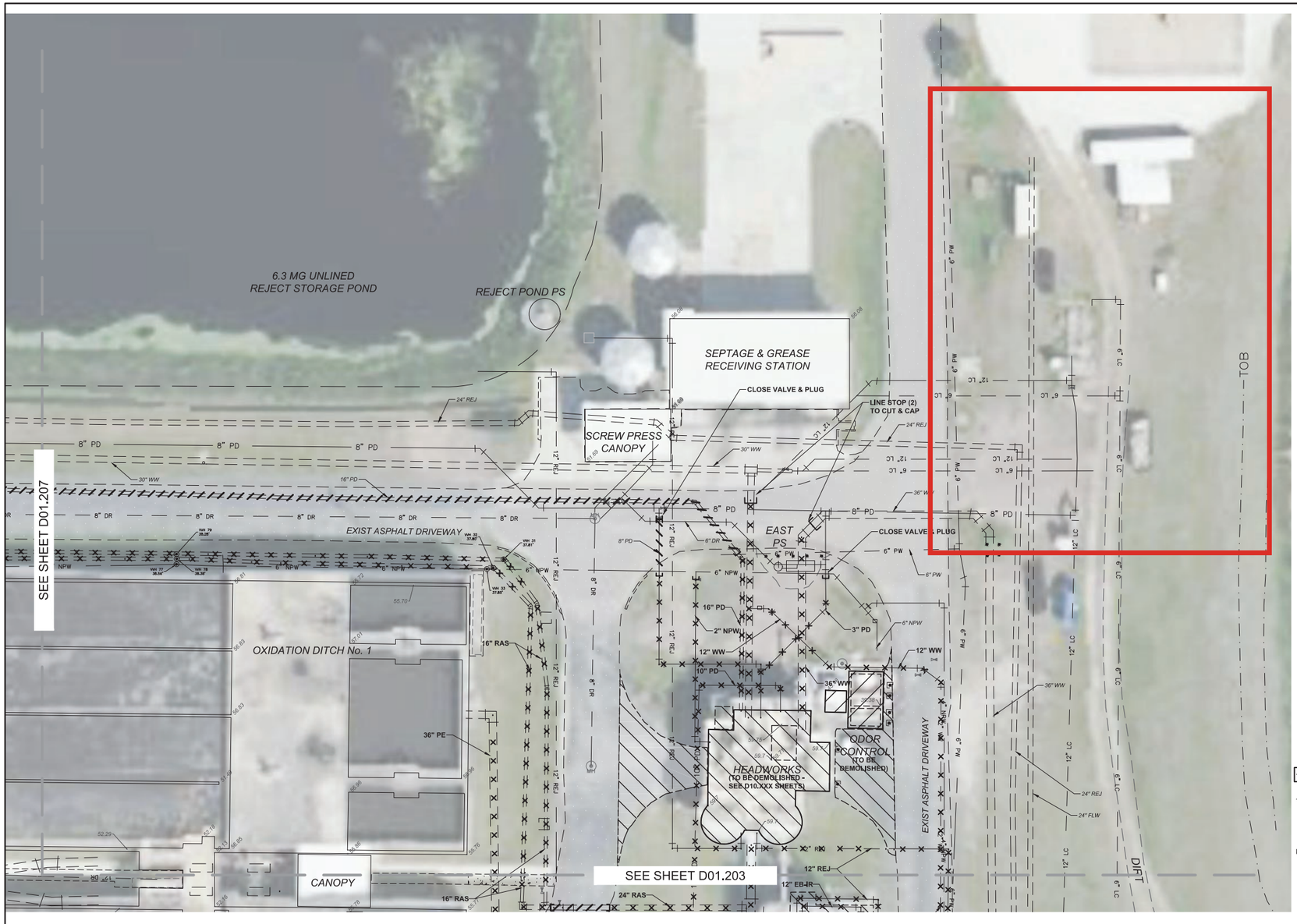
SE1/4, 2321.97 FT TO THE INT WITH THE E LN OF SD SE1/4; TH N 00 DEG 13 MIN 25 SEC E, ALG SD E LN, 562.92 FT THE POB, BEING & LYING IN THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, CONT 30 AC M/L; PARCEL "G" (UNDEVELOPED PROPERTY): THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS 30 AC PREVIOUSLY CONVEYED TO MAN CO, REC IN (947/1386), SUBJECT TO FPL CO EASMNT AS DESC IN (1006/2513); "H": ALSO BEGING AT THE NE COR OF SEC 12, TWN 35 S, RNG 18 E, TH N 89 DEG 30 MIN 21 SEC W ALG THE SEC LN BETWEEN SECS 1&12, TWN 35 S, RNG 18 E, A DIST OF 2655.59 FT M/L TO A CONC MON ON THE W LN OF FPL TRANSMISSION LN EASMNT REC IN (1006/2513); TH S ALG THE W LN OF SD FPL CO EASMNT A DIST OF 2580 FT M/L TO THE C/L OF HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); TH NLY ALG THE C/L OF SD EASMNT A DIST OF 3000 FT M/L TO A CONC MON ON THE E LN OF SD SEC 12 & 989.94 FT M/L TO THE NW COR OF SEC 12; TH NLY ALG THE E LN OF SD SEC 12, A DIST OF 989.94 FT M/L TO THE POB; SUBJ TO HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); ALSO SUBJ TO ACCESS EASMNT REC IN OR 2749/3191. PI#5671.1005/1

Exhibit B

Project Site

The following pages represent the Project Site, which sits within the Landfill (Parcel #567110051 in Exhibit A).

The Project Site is defined by the outlined red box on the following page. The additional pages are provided for more detail on the site layout for information purposes.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL A. CHIAVAROLI ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCHEL A. CHIAVAROLI P.E. No. 56335

Jacobs

McKIM&CREED
1365 Hamlet Avenue
Clearwater, Florida 33756-3331
Phone: (727) 442-7196, Fax: (727) 461-3827
CA Lic. No. 29588
www.mckimcreed.com

Manatee County FLORIDA
UTILITIES DEPARTMENT
4410 66th Street West
Bradenton, Florida 34210
(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

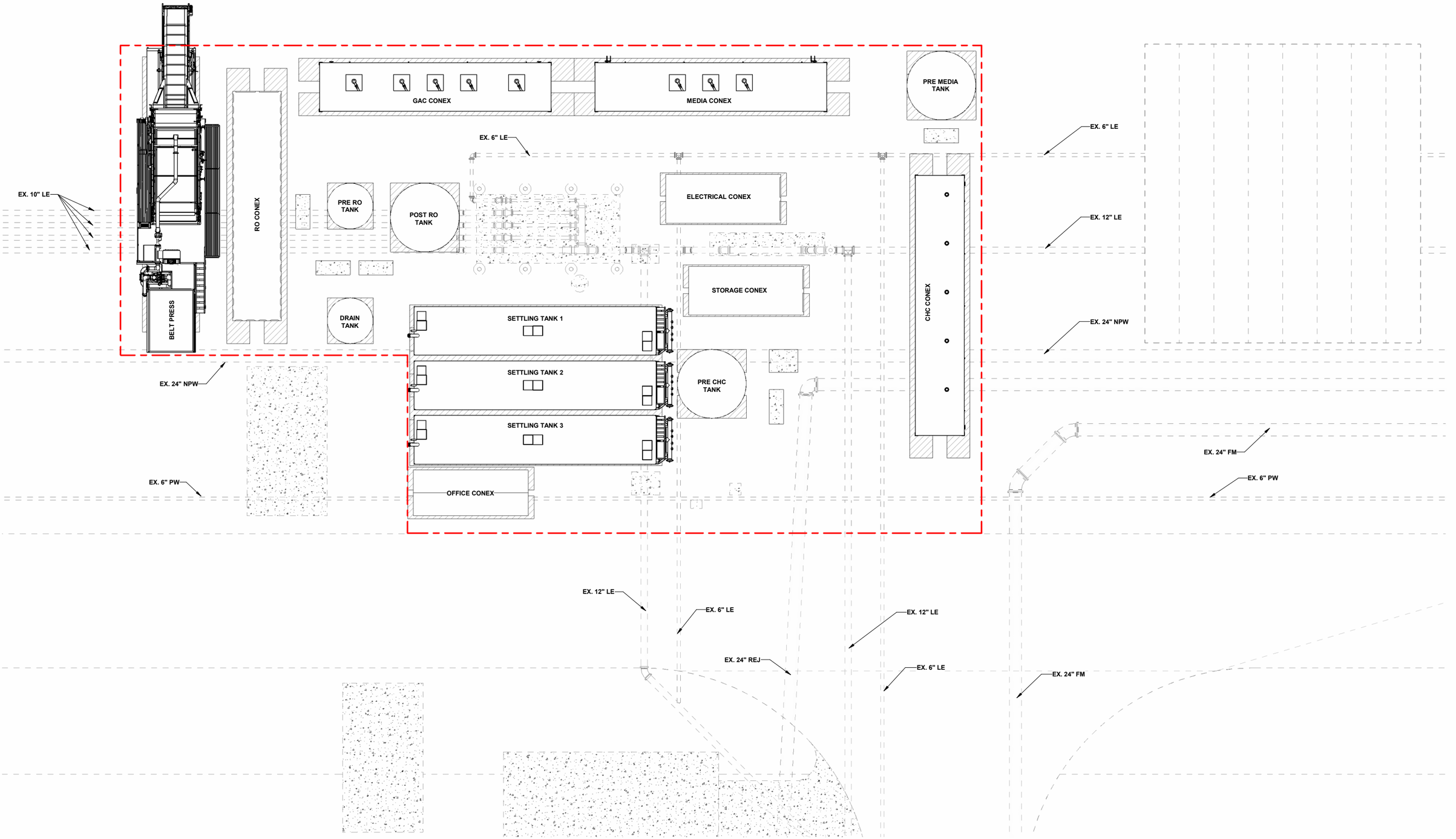
ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

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REV. NO.	DESCRIPTION	DATE

REVISIONS

McKIM&CREED
4300 Edwards Mill Rd., Suite 200
Raleigh, North Carolina 27612
Phone: (919) 233-8091, Fax: (919) 233-8031

NC License# F-1222
www.mckimcreed.com

CHEMICAL INJECTION PARTNERS

PROJECT VIKING

MECHANICAL

SITE LAYOUT

ISSUE DATE:	APRIL, 2026
MCE PROJ. #	10029-0003
DRAWN	DES
DESIGNED	DES
CHECKED	PJL
PROJ. MGR	TPL

SCALE: 1/8" = 1'-0"

DRAWING NUMBER: M.01

REVISION:

STATUS: Pilot
Not For Construction



Key:
Dimension Tolerance: ±0'-6.0"
Black - Road and Site Outline
Red - Existing Equipment (No Mans Land)
Green - Water Storage Tanks
Blue - Conex Boxes and Belt Press
Hatched Blue - Door Swing Out
Brown - Transfer Pump Skids and Pre Filtration



PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF VORTEX CHC.
ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF VORTEX CHC IS PROHIBITED.

SIGN OFF:		UNLESS OTHERWISE SPECIFIED:		NAME	DATE
		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ±	DRAWN	RLR	01-07-2026
			CHECKED	GM	01-07-2026
			ENG APPR.	CAS	01-07-2026
			MFG APPR.		
		INTERPRET GEOMETRIC TOLERANCING PER:	Q.A.		
		MATERIAL	COMMENTS:		
NEXT ASSY	USED ON	FINISH			
APPLICATION		DO NOT SCALE DRAWING			

Vortex CHC
121 Interpark Dr. # 704
San Antonio, Texas

TITLE: CIP Manatee Site Layout

SIZE	DWG. NO.	REV
D		A

SCALE: 1:80	WEIGHT:	SHEET 1 OF 1

Property Record Card

Created at: https://www.manateepao.gov on February 3, 2026

Parcel ID:	567110051
Ownership:	MANATEE COUNTY
Owner Type:	UTILITIES
Mailing Address:	MANATEE COUNTY, P O BOX 1000, BRADENTON FL 34206
Situs Address:	3009 LENA RD, BRADENTON, FL 34211
Jurisdiction:	UNINCORPORATED MANATEE COUNTY
Tax District:	0310; EAST MANATEE FIRE RESCUE DISTRICT
Sec/Twp/Rge:	01-35S-18E
Neighborhood:	4619; MISC.AC SR 64 AND LENA RD
Parcel Type:	REAL PROPERTY
Parcel Created:	08/03/1994
Map Number:	5CN0
FEMA Value:	$2,036,680 as of January 1, 2025
Land Use:	8600; COUNTY
Land Size:	1,170.0000 Acres or 50,965,200 Square Feet
Building Area:	29,566 SqFt Under Roof / 24,170 SqFt Living or Business Area / 672 SqFt Residential Impervious Area
Living Units:	1
Commercial Bldgs:	6
Residential Bldgs:	1



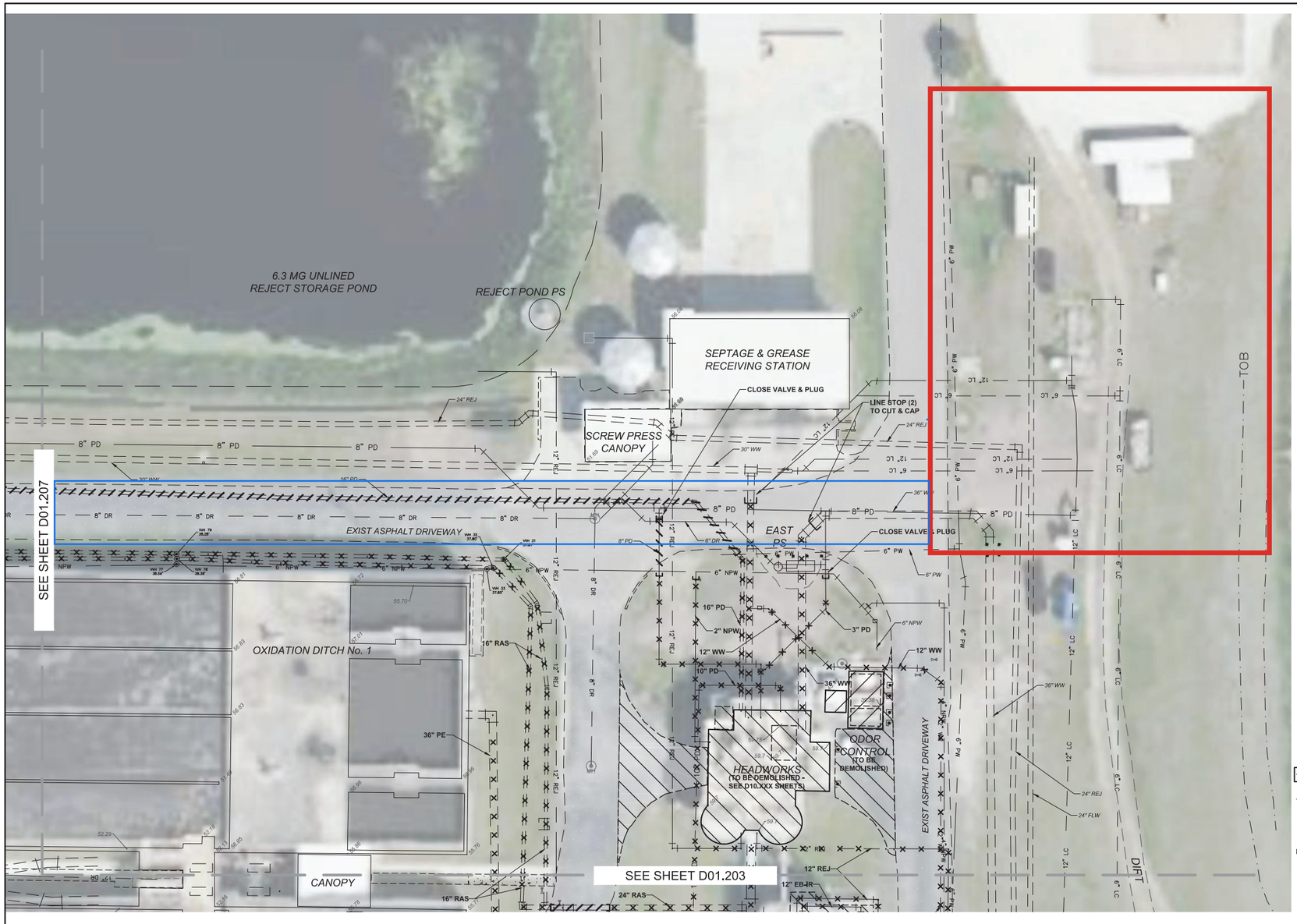
DESCRIPTION

PARCEL "A" (FORMERLY PARCEL A&B): THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO: THE N1/2 OF THE NW1/4 OF SEC 6, AND ALL OF SEC 31, TWN 34 S, RNG 19 E; LESS THAT PART OF SEC 31, LYING E OF A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, PARCEL "B": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THE PROPERTY; LESS THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6, LYING NLY OF A LN WHICH IS THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6 LYING ELY OF A LN WHICH IS PAR WITH & 1690 FT ELY OF THE E LN OF THE NW1/4 OF SD SEC 6 & ANY NLY OR SLY EXT THEREOF, ALSO THAT PART OF SEC 7, TWN 35 S, RNG 19 E LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THROUGH THE PROPERTY; PARCEL "C": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N LN OF SD SEC 6, & BOUNDED ON THE W BY THE E LN OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE S BY THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT ELY OF & PAR WITH THE E LN OF THE NW1/4 OF SD SEC 6, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N BY THE N LN OF SD SEC 31, & BOUNDED ON THE W BY A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE E BY A LN, WHICH LIES 300 FT ELY OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING ON THE N BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE W BY THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY THE S LN OF SEC 31, TWN 34 S, RNG 19 E, (ALSO BEING THE N LN OF SEC 6, TWN 35 S, RNG 19 E) & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT E OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E; PARCEL "D" (FORMERLY ADAMS PROPERTY): THE N1/2 OF THE NE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS ANY PORTION CONVEYED TO E & W COAST RAILWAY IN (DB 61 PG 547); SUBJECT TO R/W AGREEMENT REC IN (485/250) & SUBJECT TO EASMNT TO FPL CO REC IN (981/3999); PARCEL "E" (OLD GUN CLUB): S1/2 OF NE1/4 SUBJECT TO EASMNT AS DESC IN (485/242); PARCEL "F" (KNOWN AS WWTP): THE N 30 AC OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS THE W 330 FT OF FPL CO EASMNT, MORE PARTICULARLY DESC AS FOL: BEG AT THE NE COR OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E; TH N 89 DEG 31 MIN 38 SEC W, ALG THE N LN OF SD SE1/4, 2320.99 FT TO THE INT WITH THE E LN OF A 330 FT WIDE FPL CO EASMNT; TH S 00 DEG 19 MIN 24 SEC W, ALG SD E EASMNT LN, PAR TO THE W LN OF SD SE1/4 & 330 FT ELY THEREFROM, 562.92 FT; TH S 89 DEG 31 MIN 38 SEC E, PAR TO THE N LN OF SD SE1/4, 2321.97 FT TO THE INT WITH THE E LN OF SD SE1/4; TH N 00 DEG 13 MIN 25 SEC E, ALG SD E LN, 562.92 FT THE POB, BEING & LYING IN THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, CONT 30 AC M/L; PARCEL "G" (UNDEVELOPED PROPERTY): THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS 30 AC PREVIOUSLY CONVEYED TO MAN CO, REC IN (947/1386), SUBJECT TO FPL CO EASMNT AS DESC IN (1006/2513); "H": ALSO BEGING AT THE NE COR OF SEC 12, TWN 35 S, RNG 18 E, TH N 89 DEG 30 MIN 21 SEC W ALG THE SEC LN BETWEEN SECS 1&12, TWN 35 S, RNG 18 E, A DIST OF 2655.59 FT M/L TO A CONC MON ON THE W LN OF FPL TRANSMISSION LN EASMNT REC IN (1006/2513); TH S ALG THE W LN OF SD FPL CO EASMNT A DIST OF 2580 FT M/L TO THE C/L OF HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); TH NLY ALG THE C/L OF SD EASMNT A DIST OF 3000 FT M/L TO A CONC MON ON THE E LN OF SD SEC 12 & 989.94 FT M/L TO THE NW COR OF SEC 12; TH NLY ALG THE E LN OF SD SEC 12, A DIST OF 989.94 FT M/L TO THE POB; SUBJ TO HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); ALSO SUBJ TO ACCESS EASMNT REC IN OR 2749/3191. PI#5671.1005/1

Exhibit C-1

Access Easement Area

The following page illustrates the Access Easement Area, which may consist of one or more access corridors or depicted areas, within the Landfill and leading to the Project Site. Lessee's rights within the Access Easement Area are limited, nonexclusive, and solely for pedestrian and vehicular ingress, egress, and access to and from the Project Site by means of the existing roadway and only to the extent necessary, as determined by County in its reasonable discretion, for Lessee's performance of the Performance Contract and Lessee's Operations. Lessee's use of the Access Easement Area shall remain subject and subordinate at all times to County's ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, and use of the Landfill, County's reserved rights of access, inspection, oversight, traffic control, temporary closure, rerouting, relocation, and emergency response, and County's safety, security, traffic, operational, and environmental requirements, as determined by County. Lessee shall not obstruct, damage, alter, improve, or expand any roadway or other portion of the Access Easement Area, park or store vehicles, equipment, materials, or supplies thereon, or interfere with County's operations at the Landfill, except as expressly authorized in advance by County in writing. County may temporarily or permanently restrict, reroute, suspend, relocate, modify, condition, or control access through the Access Easement Area as County determines necessary or appropriate for Landfill operations, public health or safety, regulatory compliance, maintenance, emergency response, protection of persons or property, environmental protection, or any other governmental, regulatory, operational, public, or environmental purpose. No such County action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations shall constitute interference with Lessee's access rights, breach of this Lease, or give rise to any liability of County. County may, but shall not be obligated to, provide alternate access to the Project Site when practicable and when doing so does not impair County's operations, regulatory obligations, public duties, or environmental responsibilities.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL A. CHIAVAROLI ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCHEL A. CHIAVAROLI P.E. No. 56335

Jacobs

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1365 Hamlet Avenue
Clearwater, Florida 33756-3331
Phone: (727) 442-7196, Fax: (727) 461-3827
CA Lic. No. 29588
www.mckimcreed.com

Manatee County FLORIDA

UTILITIES DEPARTMENT
4410 66th Street West
Bradenton, Florida 34210
(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

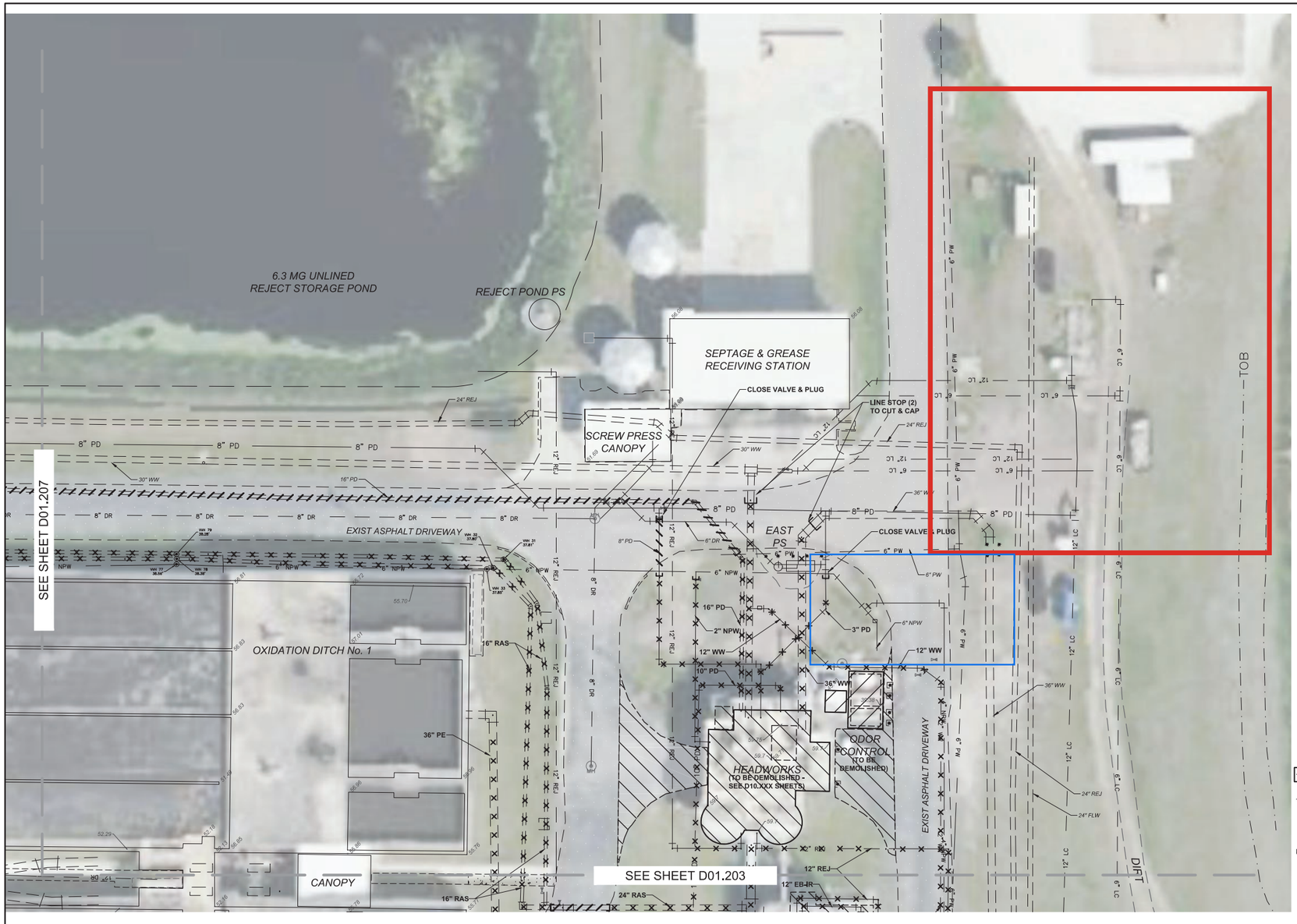
STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

C:\USERS\JKELLY\DC\ACCDOCS\MCKIM & CREED, INC-\01024-0195_MANATEE_SEWRF_CAP_IMP\PROJECT FILES\01-DESIGN\MCKIM_CREED\01-ACAD\04-SHEETS\42-DEMO\D01.2 - DEMO PLAN.DWG 06/26/2024 14:19:28 JOHN KELLY

Exhibit C-2

Pipeline Easement Area

The following page illustrates the Pipeline Easement Area within the Landfill and leading to the Project Site.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL A. CHIAVAROLI ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCHEL A. CHIAVAROLI P.E. No. 56335

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Manatee County FLORIDA
UTILITIES DEPARTMENT
4410 66th Street West
Bradenton, Florida 34210
(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

C:\USERS\JKELLY\DC\ACCDOCS\MCKIM & CREED, INC-\01024-0195_MANATEE_SEWRF_CAP_IMP\PROJECT FILES\01-DESIGN\MCKIM_CREED\01-ACAD\04-SHEETS\42-DEMO\D01.2 - DEMO PLAN.DWG 06/26/2024 14:19:28 JOHN KELLY

Exhibit C-3

Electric Easement Area

[TO BE PROVIDED BY FPL AND APPROVED BY COUNTY IN WRITING UPON FINAL PROJECT APPROVAL; NO ELECTRIC EASEMENT AREA SHALL BE DEFINED, EFFECTIVE, OR ENFORCEABLE UNLESS AND UNTIL INCORPORATED INTO THIS LEASE BY A WRITTEN AMENDMENT APPROVED BY COUNTY. NO FPL DESCRIPTION, UTILITY REQUIREMENT, PROJECT DOCUMENT, OR PERFORMANCE CONTRACT PROVISION SHALL EXPAND OR DEFINE THE ELECTRIC EASEMENT AREA ABSENT SUCH AMENDMENT.]

EXHIBIT D

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental Entity, and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____
Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____
Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT E

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. I hereby attest that:
    a. Entity is not owned by the government of a foreign country of concern;
    b. No government of a foreign country of concern has a controlling interest in Entity; and
    c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of
☐ physical presence or
☐ online notarization
this _____ day of _____, 2026, by Mark Stout, who
☐ is personally known to me or
☐ has produced _____ as identification.
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____
Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Government Relations Department
Economic Development Division
9000 Town Center Parkway
Lakewood Ranch, Florida 34202
Post Office Box 1000
Bradenton, Florida 34206
Phone number: (941) 748-4501

MEMORANDUM

To: Board of County Commissioners

From: Charlie Bishop, County Administrator CHB

Date: August 27, 2026

Subject: Recommendation report to declare property as surplus and authorize its lease for a portion of the property located at: 3333 Lena Road, Bradenton, Florida 34211.

1. **Any potential use of the parcel for a county purpose**: At this time, although the parent parcel contains and supports operations for the Lena Road Landfill and the Southeast Water Reclamation Facility (SEWRF), the specific portion proposed for Lease (Leased Area) has no identified county use and may be available for wastewater treatment support activities.

2. **Potential lessee of the property, if known**; Potential Lessee, Chemical Injection Partners Florida, a Florida limited liability company LLC d/b/a CIP Solutions (Lessee) with offices located at 6230 University Parkway, Suite 201, Lakewood Ranch, Florida 34240.

3. **Current zoning, site dimensions, and other factors related to use of the site**; The subject property currently supports operations for the Lena Road Landfill and the Southeast Water Reclamation Facility (SEWRF), a wastewater treatment plant that produces landfill leachate and biosolids filtrate. The site is zoned "PD-MU" and "PD-PI." The area proposed for lease comprises approximately 11,200 square feet.

4. **Value estimate**; The subject parcel has an estimated annual lease rate of $19,000.00, based on an in-house valuation completed by Manatee County's Real Property Appraiser, David Hummel, on August 26, 2026.

5. **Recommended Lease Conditions (e.g., limitation on access or use)**; Lessee may occupy and use the Leased Area only as necessary to provide wastewater-treatment support services and must do so in full compliance with all applicable County land-development regulations.

VACANT District 1 | AMANDA BALLARD District 2 | TAL SIDDIQUE District 3 | MIKE RAHN District 4 | DR. BOB MCCANN District 5 | JASON BEARDEN At Large | GEORGE W. KRUSE At Large

6. **Estimated costs associated with the lease to be paid by the county, if any**; According to the agenda item's cover sheet, Manatee County will pay the Lessee approximately $4.2 to $4.5 million per year for the volume of SEWRF wastewater treated.

I recommend leasing this property and moving forward with the lease and access agreement for the designated portion of the site, in accordance with Section 125.35, Florida Statutes; Article XII of Chapter 2-2 of the Manatee County Code of Ordinances; and County Ordinance 14-26.

Project Wolf – FAQ

1. **What is Project Wolf?**
   Project Wolf is the second phase of a new water treatment project at the Lena Road Landfill. It will treat difficult wastewater, including landfill leachate and biosolids, before it goes through the County's regular wastewater system. The goal is to create cleaner, reusable water while freeing up capacity at existing treatment plants. A big bonus is that it also removes up to 90% of PFAS in a proven pilot (Project Viking)

2. **How do we know the technology works?**
   The County tested the technology in 2024 and 2025 using actual Manatee County water, not just laboratory samples. The pilot was successful, and the treatment approach was validated before the County moved forward.

3. **What will Project Wolf cost residents?**
   The estimated contract is $4.2 million to $4.5 million per year for five years. The goal is to use grants, existing revenues and new revenue opportunities to reduce the amount residents have to pay over the life of the agreement. CIP Solutions will privately finance the infrastructure, treatment equipment and construction, so the County does not have to make the upfront capital investment. The agreement would be structured as an operating expense based on performance. The County plans to use several funding sources to help cover the cost, including:
   - PFAS settlement funds
   - Revenue from the County's Renewable Natural Gas project
   - Innovation and other grant funding the County plans to pursue
   - Potential future revenue from treating qualified waste streams for other communities or organizations
   - Avoided wastewater treatment costs
   - If needed, a proposed solid-waste charge estimated at about $2.75 per month

4. **What does Manatee County get in return?**
   The project will reduce the burden on existing wastewater plants, create additional treatment capacity, potentially create more reclaim water if we process others leachate, and help prepare the County for future rules involving PFAS and other contaminants. The initial system is designed to treat about 300,000 gallons per day, with a future pathway toward 1 million gallons per day.

5. **Is the County taking a risk on an experimental project?**
   The technology has already been tested in a pilot (Project Viking) on Manatee County water, and a third party test has verified the proof of concept. About 80% of the system is complete. The equipment has been manufactured and is already in Manatee County. The County's agreement is also structured around performance rather than buying the equipment outright.

6. **Why does the County need to do this now?**
   The project is a direct response to three major Utilities Department actions in the 2026 Strategic Plan: improved reclaimed water & biosolids management, implement our advanced wastewater treatment strategy, and address PFAS and emerging contaminants. Florida is increasing its focus on these areas too, with the recent passing of HB 1019. Instead of waiting for regulations to become more restrictive, Manatee County could lead, and be among the first to have a potential solution in advance.

7. **Can we get a better rate than $0.07/gal?**
   CIP offers treatment to reclaimed/reuse standards with more than 90% PFAS reduction, no upfront County capital cost, and a rate below comparable market alternatives. Typical onsite RO systems require $3–$5 million in capital, cost $0.08–$0.23/gal, and still leave a reject stream for disposal. The County's solicitation received no responses. Any lower proposal should be compared on treatment performance, residuals, uptime, and independent validation.

8. **Is CIP truly the only provider? Does it have competitors?**
   Other vendors treat PFAS in landfill leachate, biosolids, and industrial wastewater. CIP's distinction is its turnkey, modular system designed for difficult influent conditions and reclaimed/reuse treatment standards. MCG used the Sole Source Procurement Process which requires public advertisement for two weeks. No additional outside bids were submitted.

9. **Could we charge neighboring communities for leachate treatment?**
   No third-party rate structure is included in this agreement. If the project creates capacity to accept outside waste, rates should fully recover County costs and benefit County ratepayers. Rates would depend on pollutant loads, treatment requirements, capacity, and compliance costs. Indicative ranges depend on pollutant loads, method, capacity, compliance requirements:

- Common quotes: roughly $0.03–$0.16/gal depending on load and complexity.
- Advanced treatment (PFAS, tighter limits): can raise costs to roughly $0.05–$0.20/gal when stricter discharge requirements apply.

The priority is treating Manatee County's most challenging waste streams, particularly landfill leachate, separately so they no longer burden our existing wastewater system, freeing up capacity for our growing community. In the future, the facility may also be able to accept qualified waste streams from outside the County for a fee. That could help offset the County's operating costs and potentially turn the facility into a regional asset.

10. **What protects against cost increases as population grows?**
    The unit price is fixed for the five-year term and does not increase with volume. It decreases from $0.07 to $0.06/gal once annual treatment exceeds 72 million gallons.

11. **Why not also address potable water?**
    Potable water is addressed separately through the County's water strategy and Basin D project. Project Wolf complements that work by creating reclaimed/reuse water, reducing demand for potable water where reuse is appropriate. Drinking water treatment has separate regulatory and certification requirements.

12. **Is third-party verification included?**
    Yes. Pilot studies using Manatee County waste streams were analyzed by an independent laboratory and showed reclaimed/reuse treatment performance and PFAS/PFOA reductions exceeding 90%. The full-scale project includes ongoing influent and effluent testing, PFAS monitoring, and performance reporting.

13. **What health information supports PFAS removal, and why act now?**
    PFAS are persistent chemicals linked to significant health concerns. HB 1019, signed in July 2026, requires PFAS monitoring and reporting for wastewater and biosolids. Treating leachate and biosolids water before the SEWTF reduces concentrated chemical loading, supports reclaimed-water production, and prepares the County for increased regulatory requirements.

14. **How long is the agreement?**
    The initial term is five years after operations begin. Renewals are in five-year periods, and either party may decline renewal with at least 60 days' notice.

15. **What if a future Board does not renew?**
    A future Board is not required to renew. The agreement ends after the current term if the County gives notice, and each extension requires Board approval and annual appropriation.

16. **How is the County protected?**
    The SEWRF remains the backup pathway for off-spec water. Standard contractual protections and this redundancy minimize County risk.

17. **Will this affect capital projects or rates?**
    The project does not affect current capital projects. MCG will use the revenue from the RNG project, as well as settlement funds, and any grant related funds. If necessary, the project may require an additional $2.75 monthly solid-waste rate increase to cover treatment costs. The vendor funds construction of the treatment facility, so the County does not take on any upfront capital cost.

18. **When will Project Wolf be operating?**
    If the Board approves the project, the remaining work includes permitting, site preparation, installation, testing and commissioning. The current target is for the treatment facility to begin full-scale operations in May 2027. About 80% of the treatment system is already complete, and the equipment has been manufactured and is physically in Manatee County.

19. **What happens if CIP does not meet the required performance standards?**
    The agreement is performance-based, with treatment standards, testing and reporting requirements used to measure performance. If treated water does not meet the required standards, the County retains its existing treatment pathway as a backup. Payments and remedies are tied to measurable performance under the final agreement.

20. **Is Project Wolf required by the State or FDEP?**
    No. Project Wolf is not currently required by the State or FDEP. Florida is increasing PFAS monitoring and accountability, and the County chose to test a solution before regulations become more restrictive and costly. Project Wolf also provides benefits today by reducing a difficult waste stream, freeing wastewater capacity and potentially creating more reclaimed/reuse water.

September 1, 2026 - Regular Meeting

Subject
Updates to Agenda - August 31, 2026

Category
ANNOUNCEMENTS

Briefings
None

Contact and/or Presenter Information
Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested
Updates incorporated appropriately

Enabling/Regulating Authority
N/A

Applicable Advisory Board
N/A

Background Discussion
Below are agenda updates (dated 8/31/26) for the meeting of September 1, 2026:

ANNOUNCEMENTS
Generic Public Comments
- This agenda item was updated with additional comments.

AWARDS/PRESENTATIONS/PROCLAMATIONS
Presentations
Item 2, **9:00 A.M. TIME CERTAIN** - Project Grace Follow-Up Discussion and Staff Responses to Board and Community Questions and Concerns - District 5
- This agenda item was updated with public comments.

CONSENT AGENDA
Community and Veterans Services
Item 11, Execution of Lease Agreement between Manatee County and The Eternity Temple Washington Park Community Development Corporation, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2

- This agenda item was updated with a revised Lease Agreement.

12, Execution of Lease Agreement between Manatee County and Rubonia Community Association, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2

- This agenda item was updated with a revised Lease Agreement.

Financial Management

Item 13, Adoption of Budget Amendment Resolution B-26-105; and Budget Amendment Resolution B-26-106 for Infrastructure Sales Tax, Claudia Campos, Interim Chief Financial Officer

- This agenda item was updated with final Budget Amendment Resolution B-26-106.

Natural Resource Department

Item 41, Acceptance and Refund of Donation from Big Bill Foundation for 18th Annual Robinson Preserve 5K/10K Race, Aedan Stockdale, Education & Volunteer Division Manager - District 3

- This agenda item was added to the Agenda.

Property Management

Item 25, Execution of Lease Agreement between Manatee County and SPCA Property Co, LLC, for the property located at 5516 21st Avenue West, Bradenton, Florida 34209, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with revised Instructions to Board Records (in strikethrough/underline format) and public comment.

Public Safety

Item 26, Adoption of Resolution R-26-110, accepting a State Grant Award from the State of Florida, Division of Emergency Management, for the Emergency Management Preparedness and Assistance (EMPA) Grant Agreement FY 26/27; and the Adoption of Budget Amendment Resolution B-26-098, Joel Richmond, Deputy Chief of Emergency Management - Countywide

- This agenda item was updated to revise the Action Requested to include Adoption of Budget Amendment Resolution B-26-098 (in strikethrough/underline format).

Public Works

Item 27, Adoption Resolution R-26-087, authorizing the Chairperson or designee to sign the Federal Fiscal Year (FFY) 2026 annual Federal Transit Administration (FTA) Certifications and Assurances, Benita Zarr, Interim Transit Division - Countywide

- This agenda item was updated to revise the Action Requested (in strikethrough/ underline format) and attach a Letter designating Signature of Authority for FTA Assistance and Awards.

ADVERTISED PUBLIC HEARINGS – LEGISLATIVE

Presentations Scheduled

Item 30, Adoption of Ordinance 26-40, Amending Article IV of Chapter 2-25 of the Manatee County Code and Revising ELMAC Membership Eligibility, Terms, Number of Seats and Procedures, Kara Koenig, Environmental Lands Program Manager - Countywide

- This agenda item was updated with the clean version of Ordinance 26-40 and the strikethrough/underline version of Ordinance 26-40.

REGULAR

Government Relations

Item 34, Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5

- This agenda item was updated with public comment and a revised PowerPoint Presentation.

Property Management

Item 35, Adoption of Resolution R-26-97 authorizing the conveyance of County-owned property, known as the GTE building, located at 1009 4th Avenue West, Bradenton, Florida 34205, and execution of a County Deed to the City of Bradenton, a Florida municipal corporation, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with public comments.

REPORTS

Public Works

Item 36, Light Up Manatee Project Status Update, Aaron Burkett, Traffic Operations Division Manager, and Chris DeCosta, Sr, Assessment Coordinator

- This agenda item was updated with public comments and a PowerPoint Presentation.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

September 1, 2026 - Regular Meeting

Subject
Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; ~~and~~ Adoption of Budget Amendment Resolution B-26-109, and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5

Category
REGULAR

Briefings
All

Contact and/or Presenter Information
Aimee Johnson, Economic Development Division Manager

Action Requested
Provide direction and Approval for staff to proceed with the proposed privately financed treatment facility at the Lena Road Landfill; and
Adoption of Budget Resolution B-26-109 amending the annual budget for Manatee County, FL, for fiscal year 2026; and
Adoption of Resolution R-26-122 authorizing leasing a portion of County property to Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions

Enabling/Regulating Authority
Chapter 125.35, Florida Statutes; Chapter 2-2, Article XII – Disposition of Surplus Lands~~N/A~~

Applicable Advisory Board
N/A

Background Discussion
The proposed privately financed treatment facility at the Lena Road Landfill would reduce leachate impacts, expand reclaimed water capacity, improve PFAS readiness, and support long-term infrastructure resilience. The private partner would finance, construct, operate, and maintain the facility, with the County purchasing treatment services or treated water. Procurement has completed the requisition process. Board approval is requested to proceed.

Attorney Review
Other (Requires explanation in field below) Waterman
On July 23, 2026, in response to RLS No. 25/26-0369, the County Attorney's Office (CAO) advised that the agreement submitted for review was not legally sufficient and recommended that staff carefully review the RLS response memorandum (attached), the comments and redlined edits in the agreement, intelligently update the agreement, and resubmit to the CAO for legal review.

Staff has declined to follow the CAO's request that the documents be resubmitted for additional legal review prior to presenting same to the Board for consideration. The CAO has not opined as to the legal sufficiency of the proposed documents and the County's Risk Manager has not approved the insurance provisions contained within the proposed agreement.

Instructions to Board Records
Aimee Johnson; Stephanie Garrison

Cost and Funds Source Account Number and Name
Solid Waste Utility

Amount and Frequency of Recurring Costs
$4.2-$4.5M, Annually

RESOLUTION NO. R-26-122

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, DECLARING CERTAIN COUNTY REAL PROPERTY AS SURPLUS AND AUTHORIZING LEASING COUNTY PROPERTY TO CHEMICAL INJECTION PARTNERS FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY D/B/A CIP SOLUTIONS PURSUANT TO SECTION 125.35, FLORIDA STATUES

WHEREAS, Manatee County, a political subdivision of the State of Florida, (County) holds title and possession to certain real property depicted in **Exhibit A** (hereinafter the Property), attached hereto and by this reference incorporated herein); and

WHEREAS, Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions (CIP), is a provider of specialized wastewater treatment support services and has requested the County lease the Property for the purpose of establishing facilities and equipment necessary to support proposed wastewater treatment activities, including the handling and processing of landfill leachate and biosolids filtrate; and

WHEREAS, Section 125.35, Florida Statues, and Article XII of Chapter 2-2 of the County's Code of Ordinances (Code) provides that the Board of County Commissioners of Manatee County, Florida (Board) is authorized to lease real property owned by the County when such property is not needed for County purposes, provided the Board is satisfied that such property is required for its intended use; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The recitals set forth above are hereby adopted as findings of this Board and are incorporated herein by reference.

2. The Property is not needed for public purpose.

3. The Board hereby declares the Property as surplus.

4. The Board determined that it is in the best interest of the County, its citizens, the taxpayers and the community to lease the Property.

5. The Board hereby, pursuant to Section 125.35, Florida Statues, authorizes and approves leasing the Property to CIP in accordance with the terms and conditions of Schedule

1 – Lease and Access Agreement of the Performance Contract for SEWRF Wastewater Treatment Services, Including Landfill Leachate and Biosolids Filtrate (Performance Contract), attached hereto as **Exhibit B** and incorporated herein by this reference.

6. The Chairperson or Vice Chairperson of the Board is hereby authorized to execute the Performance Contract on behalf of the County.

7. The provisions of this Resolution shall supersede the provisions of any other rule, policy, or Resolution that conflicts with and cannot be reconciled with the provisions of this Resolution.

8. If any section, sentence, clause, or other provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

9. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this 1st day of September, 2026.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

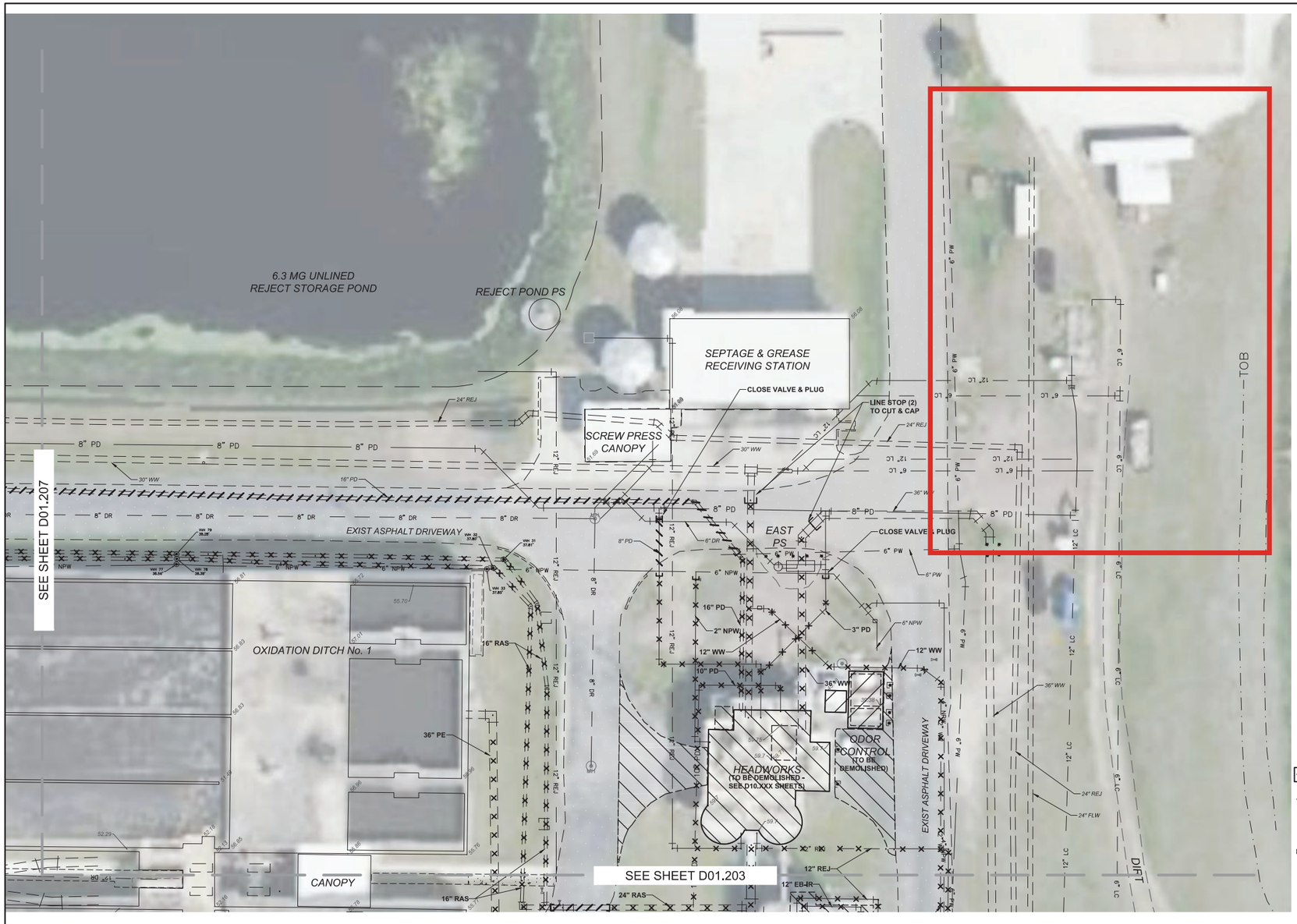
By: _____
Deputy Clerk

Exhibit A

Project Site

The following page represent the Project Site, which sits within the Landfill (Parcel #567110051 in Exhibit A).

The Project Site is defined by the outlined red box on the following page.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL A. CHIAVAROLI ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCHEL A. CHIAVAROLI P.E. No. 56335

Jacobs

McKIM&CREED
1365 Hamlet Avenue
Clearwater, Florida 33756-3331
Phone: (727) 442-7196, Fax: (727) 461-3827
CA Lic. No. 29588
www.mckimcreed.com

Manatee County FLORIDA
UTILITIES DEPARTMENT
4410 66th Street West
Bradenton, Florida 34210
(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

C:\USERS\JKELLY\DC\ACCDOCS\MCKIM & CREED, INC-\01024-0195_MANATEE_SEWRF_CAP_IMP\PROJECT FILES\01-DESIGN\MCKIM_CREED\01-ACAD\04-SHEETS\42-DEMO\D01.2 - DEMO PLAN.DWG 06/26/2024 14:19:28 JOHN KELLY

260430 v8a

PERFORMANCE CONTRACT
FOR
SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE

By and Between
Chemical Injection Partners Florida, LLC d/b/a CIP Solutions

and

Manatee County

_____, 2026

PERFORMANCE CONTRACT
FOR
SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE

This **PERFORMANCE CONTRACT FOR SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE** ("Performance Contract") is made by and between MANATEE COUNTY, a political subdivision of the State of Florida ("County"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and CHEMICAL INJECTION PARTNERS FLORIDA, LLC, a Florida limited liability company d/b/a CIP Solutions (**"**CIP Solutions") with offices located at 6230 University Parkway, Suite 201, Lakewood Ranch, Florida 34240. County and CIP Solutions are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County owns and operates the Lena Road Landfill and the Southeast Water Reclamation Facility located at 3333 Lena Road, Bradenton, FL 34211 ("SEWRF"), which is a wastewater treatment plant that generates Landfill Leachate and Biosolids Filtrate (all defined below);

WHEREAS, CIP Solutions has conducted a pilot study for a scalable, energy-efficient, treatment-media-based wastewater treatment system to process and treat Landfill Leachate and Biosolids Filtrate (the "Pilot");

WHEREAS, CIP Solutions and the County desire to enter into this Performance Contract to expand the scope of the Pilot into the Project (as defined below);

WHEREAS, the Project serves a valid public purpose by providing a scalable, energy-efficient, treatment-media-based wastewater treatment system to process Landfill Leachate and Biosolids Filtrate;

WHEREAS, the Board has determined that it is in the best interest of the County to enter into this Performance Contract, that CIP Solutions is the highest and best bidder for the Project, and the Project is the highest and best use of the Project Site (as defined below); and

WHEREAS, the Parties acknowledge that CIP Solutions is making a substantial, Project-specific capital investment in reliance upon the County's commitments under this Performance Contract, including the Minimum Volume Commitment and the full Initial

Term, and that CIP Solutions' ability to recover that investment depends on performance of those commitments;

WHEREAS, the Parties wish to enter into this Performance Contract whereby CIP Solutions will design, permit, construct and operate the Project and the County will compensate CIP Solutions for the treatment of Landfill Leachate and Biosolids Filtrate, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. **CONTRACT DOCUMENTS**. The Recitals set forth above are incorporated by reference. In addition to the terms and conditions of this Performance Contract, the following Exhibits and Schedules are incorporated into, and shall be deemed an integral part of, this Performance Contract; provided, however, that, for the avoidance of doubt, Schedule 1, the Lease and Access Agreement, shall be a stand-alone agreement. The two agreements are interdependent: a default under either is a default under both, neither may be terminated without the other, and CIP Solutions' obligations under the Lease are subject to the County's payment and other obligations under this Performance Contract.

   Exhibit 1 – Anti-Human Trafficking Affidavit
   Exhibit 2 – Foreign Countries of Concern Affidavit
   Exhibit 3 – Scope of Work
   Exhibit 4 – Insurance Requirements

   Schedule 1 – Lease and Access Agreement
      Exhibit A – Landfill
      Exhibit B – Project Site
      Exhibit C-1 – Access Easement Area
      Exhibit C-2 – Pipeline Easement Area
      Exhibit C-3 – Electric Easement Area
      Exhibit D – Anti-Human Trafficking Affidavit
      Exhibit E – Foreign Countries of Concern Affidavit

   Terms and definitions not otherwise defined in this Performance Contract shall have the meaning ascribed to such terms in the Exhibits and Schedules referenced herein. In the event of any conflicting or cumulative rights and responsibilities between the Schedules and this Performance Contract, this Performance Contract shall take precedence and govern with respect to payment, the Minimum Volume Commitment, Termination Compensation, treatment-performance obligations, and all other commercial rights and responsibilities of the Parties.

2. DEFINITIONS. Each of the following initially capitalized terms as used herein shall have the following meanings:

"Access Easement Area" means the nonexclusive easements on, over, across, and through that portion of the Landfill more particularly described on Exhibit C-1 of Schedule 1 for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon.

"Applicable Law" means all applicable federal, state, and local laws, rules, regulations, and permits in effect at the time of determination, including common law and Environmental Law. References to "Applicable Law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

"Biosolids Filtrate" means filtrate wastewater produced by or associated with the County's biosolids dewatering or drying operations, whether generated at SEWRF, the Landfill, or another County facility, and delivered or made available by or on behalf of the County to the Project for treatment.

"Board" means the Board of County Commissioners of Manatee County, Florida.

"Business Day" means any day that is not a Saturday, Sunday, or holiday in the State of Florida.

"Commercial Operations Date" means the date on which a water sample is collected that, upon laboratory analysis, establishes that the Project has treated SEWRF Wastewater to the Minimum Treatment Standard, as further described in Section 2.14 of Exhibit 3.

"Connection Point" means the interconnection between the LCS and the Project.

"Contract Documents" mean this Performance Contract, its Schedules, and its Exhibits referenced herein and attached to or incorporated into this Performance Contract.

"Contractor Personnel" means CIP Solutions and its agents, contractors, subcontractors of any tier, consultants, vendors and suppliers.

"Easement Areas" means, collectively, the Access Easement Area, the Pipeline Easement Area, and the Electric Easement Area.

“Effluent” means treated SEWRF Wastewater produced by the Project after treatment and measured at the designated system discharge sampling location for purposes of sampling, monitoring, laboratory testing, reporting, and verifying compliance with the Minimum Treatment Standard.

“Electric Easement Area” means that portion of the Landfill more particularly described on Exhibit C-3 of Schedule 1 for the purpose of installing, maintaining, and operating any equipment or facilities necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project, which shall be reimbursed by CIP Solutions pursuant to Section 2.5 of Exhibit 3, Scope of Work.

"Effective Date" means the latest to occur of (a) execution of this Performance Contract by both Parties, (b) approval of this Performance Contract by the Board, and (c) the County's receipt of the affidavits required under Sections 32 and 33, in each case as evidenced by the date inserted on the signature page below.

“Environmental Law” means any applicable federal, state, or local law, statute, ordinance, code, rule, regulation, permit, license, approval, authorization, order, consent order, consent decree, directive, or other requirement of any Governmental Authority relating to pollution, protection of the environment, natural resources, public health or safety, worker exposure to Hazardous Substances, wastewater, reclaimed water, reuse water, stormwater, groundwater, surface water, drinking water, air emissions, wetlands, solid waste, biosolids, landfill operations, hazardous materials, hazardous substances, toxic substances, contaminants, pollutants, PFAS or other emerging contaminants, or the generation, use, storage, handling, treatment, transportation, disposal, discharge, release, reporting, investigation, remediation, or cleanup of any Hazardous Substance or other regulated material, including CERCLA, RCRA, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, FIFRA, EPCRA, and any applicable Florida environmental laws and regulations, including rules and requirements administered by FDEP and any applicable local environmental ordinances or permit conditions, in each case as amended and including any successor laws.

“Exhibits” means the exhibits attached to, incorporated into, or otherwise made a part of this Performance Contract, including the exhibits to any Schedule, as the same may be amended, supplemented, replaced, or otherwise modified in accordance with this Performance Contract.

“Force Majeure Event” means an extraordinary event or circumstance that is beyond the reasonable control of, and not caused by the fault, negligence, breach, financial

condition, lack of funds, failure to plan, failure to maintain, failure to obtain permits or approvals, failure to secure labor, materials, equipment, transportation, utilities, subcontractors, vendors, or supplies, or other act or omission of, the Party seeking relief, and that could not reasonably have been avoided or overcome through the exercise of reasonable diligence. Unless caused by an event that falls within the foregoing description, Force Majeure Events may include acts of God, declared states of emergency, hurricanes, tropical storms, floods, fires, earthquakes, explosions, war, terrorism, civil unrest, epidemics or pandemics, embargoes, or binding governmental orders that make performance impossible or illegal. Force Majeure Events shall not include changes in the quantity, availability, composition, or quality of Landfill Leachate, Biosolids Filtrate, SEWRF Wastewater, Effluent, groundwater, or other wastewater streams, except to the extent such change results from the County's delivery of SEWRF Wastewater materially exceeding the Minimum Influent Standard and such exceedance prevents the Project from achieving the Minimum Treatment Standard; ordinary course equipment failure; maintenance issues; labor disputes involving only the affected Party or its subcontractors; market conditions; price increases; inability to obtain financing; lack of appropriated funds; or any event that merely increases the cost or difficulty of performance. The affected Party's relief shall be limited to an extension of time for the period of actual delay directly caused by the Force Majeure Event, and only for the affected obligation.

"GAC" means granular activated carbon, a porous carbon-based treatment media used in the Project for polishing, adsorption, and removal or reduction of PFAS and other contaminants from SEWRF Wastewater or Effluent.

"Governmental Authority" means any federal, state, municipal, or local government entity, any court or judicial body, any regulatory or administrative body, any entity with the authority to act with the force of law, and any Person acting under color of the foregoing.

"Hazardous Substance" means, collectively, (a) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls, (b) any chemicals or other materials or substances that are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants," or words of similar import under any Environmental Law, and (c) any other chemical or other material or substance, exposure to which is now or hereafter regulated under any Environmental Law.

“Landfill” means the Lena Road Landfill located at 3333 Lena Road, Bradenton, Florida 34211 and more fully described in Exhibit A of Schedule 1 (Lease and Access Agreement).

“Landfill Leachate” means the leachate wastewater collected from the LCS.

“Leachate Collection System” or “LCS” means the Landfill Leachate collection and control system at the Landfill, including extraction wells, above- and below-grade pipelines and headers, monitoring equipment, and other extraction-related equipment installed for the purpose of recovering Landfill Leachate from the Landfill and transporting it to a Connection Point, in each case upstream of the Connection Point and as expanded or modified from time to time.

“Lease and Access Agreement” or “Lease” or “Schedule 1” means the Lease and Access Agreement attached as Schedule 1, together with its supporting Exhibits.

“Minimum Influent Standard” means the influent quality parameters, concentration limits, and ranges applicable to SEWRF Wastewater delivered by or on behalf of the County to the Project at the designated influent connection point, as set forth in Section 2.2 of Exhibit 3, Scope of Work. SEWRF Wastewater shall be evaluated for compliance with the Minimum Influent Standard based on representative influent sampling at such point and in accordance with the sampling and testing requirements of this Performance Contract and Exhibit 3. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of any obligation, or reduce any credit toward the Minimum Volume Commitment, except to the extent expressly provided in this Performance Contract, including CIP Solutions' payment and rejection rights set forth in Section 2.2 of Exhibit 3.

“Minimum Volume Commitment” or “MVC” shall have the meaning set forth in Section 4.b.

“MVC Year” means (i) for the first MVC Year, the period commencing on the first day of the calendar month following the Commercial Operations Date and ending one year thereafter, and (ii) each subsequent 1-year period thereafter.

“Minimum Treatment Standard” means the standard for treated SEWRF Wastewater produced by the Project, as more particularly described in Exhibit 3, Scope of Work.

“Permit” means, with respect to a Party, any permit, license, approval, authorization, consent, certificate, registration, notice, or similar governmental authorization issued, granted, required, or accepted by any Governmental Authority and required for that

Party's performance under this Performance Contract or the Lease and Access Agreement.

"Person" means any individual, entity, or Governmental Authority.

"Pipeline Easement Area" means that portion of the Landfill more particularly described on Exhibit C-2 of Schedule 1 for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation of SEWRF Wastewater to the Project and for the transportation of treated SEWRF Wastewater from the Project to the County's Wastewater Treatment System.

"Project" means the treatment system and related infrastructure, together with all related design, engineering, permitting, installation, construction, implementation, commissioning, operation, maintenance, modification, replacement, removal, and related services, for processing and treating SEWRF Wastewater and transmitting treated SEWRF Wastewater to the County's Wastewater Treatment System, all as more particularly described in Exhibit 3, Scope of Work, and as performed pursuant to this Performance Contract and the Lease and Access Agreement.

"Project Site" means the portion of the Landfill that Manatee County will be leasing to CIP Solutions pursuant to the Lease and Access Agreement, and more fully described in Exhibit B of Schedule 1.

"Scope of Work" means the description of the Project attached hereto and incorporated herein by reference as Exhibit 3.
"Schedules" means the schedules attached to, incorporated into, or otherwise made a part of this Performance Contract, including Schedule 1, as the same may be amended, supplemented, replaced, or otherwise modified in accordance with this Performance Contract.

"SEWRF Wastewater" means untreated Landfill Leachate and Biosolids Filtrate, individually or together as a combined influent stream, that is delivered or made available by or on behalf of the County to the Project for treatment. For purposes of treatment-performance obligations, SEWRF Wastewater shall be evaluated against the Minimum Influent Standard as provided in this Performance Contract and Exhibit 3; provided, however, that a temporary, isolated, or non-material exceedance of the Minimum Influent Standard shall not cause such delivered or available wastewater to be excluded from SEWRF Wastewater or reduce credit toward the Minimum Volume Commitment unless expressly provided in this Performance Contract.

"TOP Assay" means Total Oxidizable Precursor Assay, a laboratory analytical procedure used to estimate the concentration of PFAS precursor compounds that may oxidize into measurable per- and polyfluoroalkyl substances.

"Wastewater Treatment System" means the County's wastewater collection, transmission, treatment, reclaimed water, reuse, disposal, and related wastewater-management facilities, infrastructure, systems, and operations owned, maintained, operated, or controlled by the County, including SEWRF, the Landfill-related wastewater facilities, reclaim and reuse ponds, interconnections, pipelines, appurtenances, and related facilities, pursuant to Florida Statute 125.01, Chapters 2-16 and 2-31 of the County's Code of Ordinances, and other Applicable Law.

3. **PURPOSE.** In accordance with the terms and conditions set forth herein and, in the Lease, and Access Agreement:

a. County leases to CIP Solutions the Project Site and grants to CIP Solutions nonexclusive easements on, over, across, and through the Easement Areas.

b. CIP Solutions shall (a) develop, construct, install, operate, maintain, modify, replace, and/or remove the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater; and (b) undertake all other activities and uses reasonably related thereto and reasonably related to its performance of this Performance Contract.

c. CIP Solutions shall be responsible for obtaining necessary building Permits for the Project. CIP Solutions shall have no responsibility for obtaining Permit modifications or other regulatory approvals for the County's use, reuse, discharge, disposal, redirecting, or other management of SEWRF Wastewater once treated to the Minimum Treatment Standard and delivered to the County; provided, however, that CIP Solutions shall provide the reasonable technical support, sampling data, commissioning reports, performance demonstration reports, and other documentation expressly required under Exhibit 3 in connection with such Permit modifications, regulatory approvals, notices, certifications, or other submittals. The handling of treated SEWRF Wastewater by the County, once treated to the Minimum Treatment Standard and delivered to the County, or any redirecting or reuse of such treated SEWRF Wastewater, shall be the sole responsibility of, at the sole risk of, the County.

d. The Project shall be developed and operated as more particularly described in Exhibit 3, Scope of Work.

e. The County shall be responsible for providing the County deliverables and other services specified in Exhibit 3, Scope of Work.

4. CONSIDERATION AND PAYMENT.

a. Commencing on the first day of the initial MVC Year, the County shall pay CIP Solutions monthly for the volume of SEWRF Wastewater treated during the prior calendar month; provided, however, that the first monthly payment shall also include payment for any SEWRF Wastewater treated during the calendar month in which the Commercial Operations Date occurs. Payments shall be calculated at the following annual rates:

   i. SEVEN CENTS ($0.07) per gallon for the first seventy-two million (72,000,000) gallons.

   ii. SIX CENTS ($0.06) per gallon for any SEWRF Wastewater treated in excess of seventy-two million (72,000,000) gallons.

   The foregoing rates shall be applied on an annual basis to the total SEWRF Wastewater treated in each MVC Year. Each monthly invoice shall be due and payable within forty-five (45) days after the County's receipt of the invoice.

b. CIP Solutions is making a substantial capital investment to design, construct and operate the Project, which it intends to recoup through the payments made by the County pursuant to this Performance Contract. Accordingly, during each MVC Year throughout the Initial Term, the County shall make available for treatment by the Project a minimum volume of sixty million (60,000,000) gallons per MVC Year of SEWRF Wastewater, subject to the terms of this Performance Contract (the “Minimum Volume Commitment” or “MVC”). The County may satisfy the MVC on an annual basis for each MVC Year during the Initial Term. For purposes of determining compliance with the MVC, all SEWRF Wastewater delivered or made available by or on behalf of the County to the Project during the applicable MVC Year shall be credited toward the MVC, whether or not CIP Solutions actually treats such volume, except to the extent such volume is not treated solely because of the County’s uncured material breach of an express obligation under this Performance Contract. A temporary, isolated, or non-material exceedance of the Minimum Influent Standard shall not reduce MVC credit, constitute a County default, or give rise to any shortfall payment. CIP Solutions shall receive payment for, and MVC credit for, out-of-spec wastewater as provided in Section 2.2 of Exhibit 3. If, at the conclusion of an MVC Year, the County has failed to make available the MVC for any reason other than (i) Force Majeure, (ii) non-appropriation as provided in the Availability of

Funding provision, (iii) a prohibition imposed by Applicable Law or a Governmental Authority that is not the result of the County's own act or omission, or (iv) CIP Solutions' uncured material breach,, then the County shall compensate CIP Solutions for the resulting shortfall, if any, at the same rate applicable to treated SEWRF Wastewater pursuant to Subsection 4.a.ii. No MVC shortfall, payment adjustment, credit reduction, or other relief shall apply based on influent quality unless expressly provided in this Performance Contract or agreed in a written amendment approved by the County. In addition, and notwithstanding anything to the contrary in this Performance Contract or the Lease and Access Agreement, any volume of SEWRF Wastewater that the County fails to deliver or make available, or that CIP Solutions is prevented from treating, as a result of any County action, restriction, suspension, rerouting, access limitation, or operational decision taken under the County's reserved rights (whether or not constituting a breach), other than (i) a documented Emergency Condition of limited duration, (ii) Force Majeure, or (iii) an act or omission required by Applicable Law, shall be credited toward the Minimum Volume Commitment for the applicable MVC Year.

c. Termination Compensation. If this Performance Contract or the Lease and Access Agreement is terminated before the end of the Initial Term for any reason other than CIP Solutions' uncured Event of Default, including termination due to non-appropriation, termination for convenience by the County, condemnation, or casualty, the County shall pay to CIP Solutions a termination payment equal to CIP Solutions' unrecovered, Project-specific capital investment as of the effective date of termination, less amounts previously recovered through payments hereunder. Such termination payment shall be subject to annual appropriation; provided that the County shall include the applicable termination payment amount in its budget request for the then-current fiscal year, and the County's obligation to pay any portion so appropriated shall survive termination. Nothing in this Section shall be construed to create a debt or multi-year obligation of the County within the meaning of Section 21 or applicable Florida law.

5. TERM.

a. The term of this Performance Contract shall commence on the Effective Date. The period beginning on the first day of the initial MVC Year and continuing for five (5) consecutive MVC Years thereafter shall be the “Initial Term.” At the expiration of the Initial Term, and subject to the County making sufficient annual appropriations, this Performance Contract may be renewed for successive five-year renewal terms, with each renewal term corresponding to the next MVC Year after the then-current term expires

(each, a "Renewal Term"), only upon the written approval of the County, acting through the Board or other duly authorized County representative, and CIP Solutions before the applicable renewal date. The Parties shall have no obligation to renew this Performance Contract, and failure to approve or execute a Renewal Term shall not constitute a default or breach by either Party.

b. Other than in the case of a termination for default pursuant to Section 8, neither Party shall have the right to terminate this Performance Contract during the Initial Term or any Renewal Term. Any such termination shall be subject to the Termination Compensation provisions of Section 4.c.

6. COUNTY FINANCING; TREATMENT; TAXES.

a. The Parties acknowledge and agree that neither Party is making any representation or warranty to the other Party with respect to matters not expressly addressed in this Performance Contract, including, without limitation, such other Party's compliance with Applicable Law, procurement rules or regulations, internal approvals, legal, tax, accounting, financing, or credit rating agency treatment relating to this Performance Contract or the Lease and Access Agreement, or the necessity of such other Party to raise taxes, obtain appropriations, secure financing, or seek additional funding for any purpose.

b. Each Party shall be responsible, at its own cost and expense, for complying with all Applicable Law related to such Party's execution, delivery, and performance of this Performance Contract and the Lease and Access Agreement, including, without limitation, any approvals, authorizations, procurement requirements, legal, accounting, engineering, financing, tax, or other reviews required or obtained by such Party in connection therewith; provided, however, that the County shall remain solely responsible for complying with all Applicable Law applicable to public procurement, performance contracting, annual appropriations, and any approvals or actions required of the County, the Board, or any other County body or official.

7. LIMITATION OF LIABILITY.

a. Except for payment obligations expressly due and payable under this Performance Contract, the Termination Compensation payable under Section 4.c, express indemnity obligations, confidentiality obligations, public records obligations, statutory compliance obligations, equitable or injunctive relief, fraud, intentional misrepresentation, intentional misconduct, willful misconduct, criminal conduct, knowing violations of law, liabilities that cannot be waived or limited under Applicable Law, and any obligations that

expressly survive termination, neither Party shall be liable to the other Party for any special, punitive, remote, consequential, indirect, incidental, exemplary, speculative, future, loss of profits or revenue, loss of use, or similar damages of any nature, regardless of how characterized or whether a Party has been advised of the possibility of such damages, arising in any manner from this Performance Contract, whether in contract, tort, statute, equity, or otherwise.

b. The waivers and limitations set forth in this Section are fundamental elements of the basis for this Performance Contract, and each Party acknowledges that it would not have entered into this Performance Contract in the absence of such waivers and limitations; provided, however, that nothing in this Section shall limit the County's rights, defenses, immunities, annual appropriation limitations, or protections under Applicable Law, including Section 768.28, Florida Statutes.

c. Notwithstanding anything to the contrary, unless otherwise expressly set forth, County understands and agrees that: (a) County shall have no recourse against any persons with ownership interests in CIP Solutions, and County's sole recourse shall be against the assets of CIP Solutions; (b) no claim shall be made against any participants in CIP Solutions in connection with this Performance Contract; (c) County shall have no right to require any capital contribution from any participants in CIP Solutions; and (d) this provision is made expressly for the benefit of the participants in CIP Solutions. Notwithstanding the foregoing, the limitations set forth in this Section shall not limit or impair any claim, remedy, or recovery arising from fraud, intentional misrepresentation, intentional misconduct, willful misconduct, criminal conduct, or knowing violation of law by CIP Solutions or any participant in CIP Solutions; any equitable remedy or injunctive relief available under Applicable Law; any express indemnity, confidentiality, payment, insurance, public records, statutory compliance, or surviving obligation under this Performance Contract; or any liability that cannot be waived or limited under Applicable Law.

8. DEFAULT AND REMEDIES.

a. **Events of Default.** An "Event of Default" hereunder means a Party's failure to perform, or breach of, any term, provision, condition, covenant, warranty, representation, or promise herein which (unless another period is specified herein or in the Lease and Access Agreement with respect to the cure of such failure or breach) continues beyond the date that is thirty (30) days from the date the defaulting Party receives written notice of such failure or breach ("Notice of Default") from the non-defaulting Party. If an Event of Default cannot reasonably be cured within such period or cannot be cured with the payment of money, such period will be extended as reasonably necessary, but not more than ninety (90) days from the date the defaulting

Party receives the relevant Notice of Default, to permit such cure if the defaulting Party is actively pursuing such cure.

b. **Remedies.** Each Party agrees that, in the event of an uncured Event of Default, the other Party may suffer irreparable injury for which money damages alone may be an inadequate remedy, such that the non-defaulting Party may seek all remedies available at law or in equity, including specific performance and injunctive relief, without posting a bond, except to the extent a bond is required by Applicable Law or court order. Notwithstanding the foregoing, any equitable relief, specific performance, injunctive relief, or other remedy sought or awarded against the County shall remain subject to the County's annual appropriation of lawful funds, the Availability of Funding provision, the County's sovereign-immunity protections, the independent voting rights and approval authority of the Board, the County's governmental and regulatory discretion, any required permit or development approval, and all other limitations applicable to the County under Applicable Law. Nothing in this Section shall require the County, the Board, or any County official or body to take any legislative, quasi-judicial, regulatory, appropriations, funding, permitting, land use, development, or enforcement action except as required by Applicable Law. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non-defaulting Party will have the right to terminate this Performance Contract and the Lease and Access Agreement by providing written notice to the other Party.

c. **Limitation of Liability; Remedies After Default.** The remedies available to a non-defaulting Party under this Section 8 are subject to the waivers, limitations, exclusions, and carveouts set forth in Section 7. For clarity, a non-defaulting Party may seek termination, specific performance, injunctive relief, payment of amounts then due and payable, express indemnity, Termination Compensation under Section 4.c, and any other remedy expressly provided in this Performance Contract or available under Applicable Law, If CIP Solutions terminates this Performance Contract during the Initial Term as a result of an uncured Event of Default by the County, CIP Solutions may seek recovery of amounts expressly due and payable under this Performance Contract through the effective date of termination and any other remedy expressly available under this Performance Contract or Applicable Law, but CIP Solutions shall not be entitled to accelerated payment of compensation for future MVC Years unless such payment is lawfully appropriated and expressly required by this Performance Contract. For the avoidance of doubt, the Termination Compensation payable under Section 4.c represents recovery of CIP Solutions' unrecovered capital investment and stipulated lost margin, is not "future compensation" or speculative damages barred by this Section or

Section 7, and shall be payable upon the County's uncured Event of Default, subject to appropriation as provided in Section 4.c.

9. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Performance Contract and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Any action filed regarding this Performance Contract, Exhibits, or Schedules will be filed only in Manatee County, Florida, or in Federal Court, the Middle District of Florida, Tampa Division.

10. **WAIVER OF TRIAL BY JURY.** Each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury regarding any claim or cause of action based upon, arising out of or in connection with this Performance Contract.

11. **ASSIGNMENT.** Except as otherwise set forth herein and in the Lease and Access Agreement, neither Party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. CIP Solutions may, with prior written approval of the County, delegate its duties and performance under this Performance Contract, and/or utilize subcontractors, provided that any delegee(s) or subcontractor(s) shall fully comply with the terms of this Performance Contract. Nothing herein shall relieve CIP Solutions of its obligations under this Performance Contract and the Lease and Access Agreement. This Section shall not be construed to prohibit CIP Solutions from pledging a security interest in its rights under this Performance Contract together with other assets of CIP Solutions.

12. **CONSENTS; APPROVALS; COOPERATION**. Whenever a Party's consent, approval, satisfaction or determination shall be required or permitted under this Performance Contract, and this Performance Contract does not expressly state that a Party may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed. Whenever County's cooperation is required by CIP Solutions in order to carry out CIP Solutions' obligations hereunder, County agrees that it shall act in good faith and reasonably in so cooperating with CIP Solutions and/or CIP Solutions' designated representatives or assignees or subcontractors, provided that if such cooperation requires Board approval, the Board members' independent voting rights are preserved and this Performance Contract does not bind the Board.

13. **AVAILABILITY OF FUNDING.** The obligations of County under this Performance Contract are subject to the availability of funds lawfully appropriated annually for its purposes by the Board, and the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Performance Contract, either Party shall have the option of terminating this Performance Contract and obligations hereunder without

being deemed to be in default of this Performance Contract. If County terminates this Performance Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Performance Contract shall terminate except for (a) amounts then due and payable, (b) Termination Compensation under Section 4.c, and (c) obligations that expressly survive.

14. FURTHER ASSURANCES. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Performance Contract. The County's ability to satisfy this condition is subject to the Board's approval and such approval shall not be unreasonably withheld.

15. RELATIONSHIP OF PARTIES. The relationship of the Parties hereunder shall be that of independent contractors. Nothing in this Performance Contract shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the Parties.

16. NO CONFLICT. By accepting award of this Performance Contract, CIP Solutions, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity that would conflict in any manner with the performance of duties or services required hereunder.

17. PUBLIC ENTITY CRIMES. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in this Performance Contract and the Lease and Access Agreement by Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CIP Solutions warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

18. **E-VERIFY**. CIP Solutions, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees of CIP Solutions or any subcontractor in accordance with Section 448.095, Florida Statutes. CIP Solutions hereby represents and warrants that it has and shall remain throughout the duration of the Performance Contract, registered with, and uses and shall continue to use, the E-Verify system in accordance with Section 448.095(5), Florida Statutes. CIP Solutions shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If CIP Solutions enters into a contract with a subcontractor, the subcontractor shall provide CIP Solutions with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CIP Solutions shall maintain a copy of such affidavit for the duration of the Performance Contract. This article serves as notice to CIP Solutions regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Performance Contract and Lease and Access Agreement if it has a good faith belief that CIP Solutions has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, CIP Solutions will not be eligible for the award of a public contract for at least one (1) year after the date of such termination. CIP Solutions will be liable for any additional costs incurred by County due to contract termination under this Section.

19. **TAXES**. The County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CIP Solutions is prohibited from charging or imposing any sales or service taxes on the County. Nothing herein shall affect CIP Solutions' normal tax liability. CIP Solutions shall be responsible for payment of federal, state, and local taxes which may be imposed upon CIP Solutions under Applicable Law to the extent that CIP Solutions is responsible for the payment of same under Applicable Law.

20. **POWER AND AUTHORITY.** Each Party represents and warrants to the other that (a) it has all requisite power and authority to execute and deliver this Performance Contract and perform its obligations hereunder; (b) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Performance Contract have been or will be obtained; and (c) this Performance Contract constitutes its legal, valid, and binding obligation.

21. **SEVERABILITY.** In the event that any clause, provision, or portion of this Performance Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Performance Contract unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either Party under this Performance Contract.

22. **NO STATE OR COUNTY OBLIGATION.** This Performance Contract does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

23. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes, to the extent CIP Solutions is performing services on behalf of County, CIP Solutions shall:

    a. Keep and maintain public records that would ordinarily be required by County to perform the service.

    b. Upon request from County's custodian of public records, provide County 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.

    c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Performance Contract and following completion of this Performance Contract if CIP Solutions does not transfer the records to County.

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

IF CIP SOLUTIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIP SOLUTIONS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PERFORMANCE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org
Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

24. COMPLETE AGREEMENT. It is understood and agreed that this Performance Contract, including all Exhibits and Schedules, contains the entire agreement between the Parties relating to all issues involving the subject matter of this Performance Contract. No binding understandings, statements, promises or inducements contrary to this Performance Contract exist. This Performance Contract supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. This Performance Contract does not affect or modify the funding agreement between the County and CIP Solutions for economic development incentives dated 12/16/2025. Each of the Parties expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither Party is relying upon any statement or representation of the other that is not expressly set forth in this Performance Contract. Each Party hereto is relying exclusively on the terms of this Performance Contract, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Performance Contract.

25. HEADINGS. The captions and titles in this Performance Contract are for convenience only and shall not affect the interpretation or meaning of this Performance Contract.

26. COUNTERPARTS. This Performance Contract may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.

27. INDEMNIFICATION.

a. CIP Solutions shall indemnify, defend, and hold harmless County, its officers, officials, employees, volunteers, agents, and representatives from and against all claims, demands, causes of action, liabilities, damages, losses, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CIP Solutions or its agents, servants, personnel, design professionals, contractors, subcontractors, suppliers, or any other person employed or utilized by CIP Solutions in the performance of this Performance Contract. The foregoing defense obligation shall apply upon tender of a claim by County, subject to

CIP Solutions' right to reserve rights as to any portion of such claim not subject to indemnification under this Section. Such indemnification shall include payment or reimbursement of all covered claims, demands, losses, damages, settlements, judgments, liabilities, reasonable attorneys' fees, expert fees, court costs, investigation costs, and other reasonable costs and expenses incurred in connection therewith, whether incurred before or after final adjudication, to the extent caused by the conduct described in this Section. County reserves the right, at its option, to participate in or assume its own defense, and such participation or assumption shall not relieve CIP Solutions of its indemnity obligations to the extent provided herein.

b. CIP Solutions shall indemnify, defend, save and hold harmless the County, its officers, and employees from and against all third-party claims, liabilities, loss, or cause of action that alleges that the services provided hereunder constitute an infringement of any third-party intellectual property right(s), unless such claim is determined by a court of competent jurisdiction to be as a result of the County's wrongful or illegitimate use of the services. Such indemnification shall include payment or reimbursement of all covered claims, demands, losses, damages, settlements, judgments, liabilities, reasonable attorneys' fees, expert fees, court costs, investigation costs, and other reasonable costs and expenses incurred in connection therewith, whether incurred before or after final adjudication. The foregoing states the entire liability of CIP Solutions and the sole and exclusive remedy for County with respect to any third-party claim of infringement or misappropriation of intellectual property rights.

c. Throughout the Term, CIP Solutions will procure and maintain, at its cost, insurance coverage of the types, characteristics, and amounts described in Exhibit 4. Proof of such coverage, including applicable limits and additional insured status, shall be provided annually as described in Exhibit 4.

   County is self-insured and shall provide liability coverage in accordance with Section 768.28, Florida Statutes. County may also purchase and maintain excess insurance coverages to protect itself from catastrophic loss. Purchased excess insurance coverage shall not be interpreted as a waiver of County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes. Upon CIP Solutions written request, County shall provide annually a letter of self-insurance, signed by County's risk manager or other designated official, verifying its self-insured coverage. If there is any period during the Term when County is not self-insured, County will obtain commercial insurance coverage applicable to such period.

28. NOTICES. All notices to be given by either Party to the other shall be (a) in writing and mailed by certified mail, return receipt requested; (b) sent by a courier service which renders a receipt upon delivery; or (c) at such other addresses either Party

may hereinafter designate by notice to the other Party. Notices are deemed delivered upon actual receipt and the signed return receipt or courier receipt shall be prima facie proof thereof. Communication via email shall not constitute legal notice and emailing is provided as a courtesy.

To CIP Solutions:

CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151
Email: bgalvano@grimesgalvano.com

To County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Phone: (941) 748-4501
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or

immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Performance Contract. No term or condition contained in this Performance Contract shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

30. AMENDMENTS. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.

31. LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision.

32. CONSTRUCTION. The Parties agree that they have participated in the drafting of this Performance Contract and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Performance Contract.

33. ANTI-HUMAN TRAFFICKING. CIP Solutions shall provide County with a sworn affidavit herein attached as Exhibit 1 to be signed by an officer or a representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be provided to County on or before the Performance Contract Effective Date and at the commencement of each Renewal Term. This Performance Contract shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

34. FOREIGN COUNTRIES OF CONCERN. Pursuant to Section 287.138, Florida Statutes, CIP Solutions must provide County with an affidavit signed by an officer or representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in CIP Solutions, and that CIP Solutions is not organized under the laws of or has its principal place of business in a foreign country of concern ("Foreign Country Affidavit"). The Foreign Country Affidavit must be in a form substantially similar to Exhibit 2. This Performance Contract shall not be effective unless and until County receives the Foreign Country Affidavit from CIP Solutions and must be provided to County on or before the commencement of any Renewal Term.

35. NON-DISCRIMINATION. CIP Solutions shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Performance Contract on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Performance Contract by Section 287.134(3)(a), Florida Statutes:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

CIP Solutions warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under the Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

36. SCRUTINIZED COMPANIES. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Performance Contract constitutes certification by CIP Solutions that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. CIP Solutions further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CIP Solutions acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. CIP Solutions further understands that the Performance Contract with County for goods or services of any amount may be terminated at County's option if CIP Solutions (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS.** Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Performance Contract or its Exhibits or Schedules.

38. **FORCE MAJEURE.** Neither Party shall be deemed in default or liable for damages to the extent, and only to the extent, that such Party's performance of a non-payment obligation under this Performance Contract is actually and directly delayed or prevented by a Force Majeure Event, provided that the affected Party gives the other Party prompt written notice describing the event, the obligations affected, the expected duration of the delay, and the actions being taken to mitigate the effects of the event, and thereafter uses commercially reasonable and diligent efforts to resume performance as soon as practicable. Force Majeure shall not excuse any obligation to pay amounts that became due and payable before the Force Majeure Event, shall not excuse CIP Solutions' obligation to reimburse the County for Project-specific electrical usage or other reimbursable amounts then due, and shall not modify, extend, waive, reduce, or otherwise affect the Minimum Volume Commitment, the County's annual appropriation rights, the Availability of Funding provision, the County's sovereign-immunity protections, or any requirement for Board approval, except to the extent expressly provided in this Performance Contract.

39. **NO DEVELOPMENT RIGHTS CONFERRED**. The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project, Project Site, or Easement Areas. Nothing contained in this Performance Contract shall: (i)

create any development rights in favor of CIP Solutions; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Performance Contract to be duly executed on the date set forth below.

CHEMICAL INJECTION PARTNERS FLORIDA, LLC,
a Florida limited liability company
By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED by the Board with a quorum present and voting, on this _____, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida
By: Board of County Commissioners
By: _____
Chairperson, Board of County Commissioners

Date: _____
ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
By: _____
Deputy Clerk

EXHIBIT 1

ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity, and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT 2
FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. I hereby attest that:
    a. Entity is not owned by the government of a foreign country of concern;
    b. No government of a foreign country of concern has a controlling interest in Entity; and
    c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT 3
SCOPE OF WORK

1. Project Overview

The purpose of the Project is to treat SEWRF Wastewater and, as an initial or interim discharge configuration, discharge treated SEWRF Wastewater into the headworks of SEWRF. Manatee County will work in cooperation with CIP Solutions to prepare any required permit applications, permit modifications, regulatory approvals, notices, certifications, or other submittals necessary to allow treated SEWRF Wastewater to be directly discharged into the reclaim and reuse ponds through a tie-in to the existing pipeline system located at SEWRF.

1.1 Project Components and Wastewater Sources

The Project consists of the design, permitting, construction, and operation of a treatment system to process SEWRF Wastewater.

Landfill Leachate will be sourced from the existing LCS and delivered to the Project at the designated Connection Point. Biosolids Filtrate consists of filtrate wastewater produced by or associated with the County's biosolids dewatering or drying operations, whether generated at SEWRF, the Landfill, or another County facility, and will be delivered or made available by or on behalf of the County to the Project for treatment.

The Parties will cooperate in good faith regarding the logistics for transporting Biosolids Filtrate to the Project's influent treatment system, subject to the terms of this Performance Contract, Applicable Law, and County operational requirements.

1.2 Objectives and Treatment

The Project is intended to provide a reliable and scalable treatment solution for SEWRF Wastewater and to support the County's overall wastewater management objectives, including integration with the County's Wastewater Treatment System. Treatment of SEWRF Wastewater through the Project will reduce hydraulic and contaminant loading to the County's Wastewater Treatment System, thereby increasing available treatment capacity within SEWRF and associated facilities.

The Project is designed to treat Landfill Leachate and Biosolids Filtrate streams concurrently as a combined influent, providing an integrated and operationally efficient solution for overall wastewater management.

The goal of the Project is to provide treatment capacity for up to 300,000 gallons per day of SEWRF Wastewater via CIP Solutions' Valhalla treatment by discharging treated SEWRF Wastewater directly into the County's reclaim water system at the Landfill, thereby increasing the available operational capacity of SEWRF. For clarity, the foregoing describes the Project's intended treatment capacity and operational objective and does not create a daily minimum volume commitment by the County separate from the Minimum Volume Commitment set forth in Section 4.b of the Performance Contract.

2. Scope of Work

2.1 Engineering, Surveying, and Design

CIP Solutions shall provide all engineering and design services required for the Project, including basis of design development, field verification, site layout, civil and structural design, mechanical and process design, electrical design, controls engineering, and preparation of installation and as-built documentation.

2.2 Minimum Influent Standard

The Minimum Influent Standard consists of the influent wastewater characteristics and objective quality parameters listed below, which shall be used as design assumptions and performance-evaluation criteria for SEWRF Wastewater delivered to the Project at the designated influent connection point:

- pH: 4.0 to 8.5
- Specific Conductivity: up to 10 mS/cm
- Total Dissolved Solids: up to 8,000 mg/L
- Total Suspended Solids: up to 200 mg/L
- Turbidity: up to 150 NTU
- Total Organic Carbon: up to 500 mg/L
- Chemical Oxygen Demand: up to 1,200 mg/L
- Total Phosphorus: up to 75 mg/L
- Total Nitrogen: up to 600 mg/L
- Ammonia: up to 500 mg/L
- Total VOCs: up to 100 µg/L
- Total Semi-VOCs: up to 100 µg/L
- PFAS (Method 1633A mass): up to 6,000 ng/L
- TOP Assay: up to 25%

Compliance with the Minimum Influent Standard shall be determined based on representative influent sampling at the designated influent connection point and in accordance with the sampling and testing requirements of this Exhibit 3 and the Performance Contract. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of its treatment, operation, maintenance, reporting, or other obligations, or reduce any credit toward the Minimum Volume Commitment.

If representative influent sampling demonstrates a material and continuing exceedance of one or more Minimum Influent Standard parameters that directly prevents the Project from achieving the Minimum Treatment Standard despite CIP Solutions' commercially reasonable operation and mitigation efforts, CIP Solutions shall promptly notify the County in writing, provide supporting sampling data and operating records, identify the affected treatment obligation, and use commercially reasonable efforts to continue treatment, mitigate the effect of the exceedance. CIP Solutions shall be paid for all SEWRF Wastewater treated during such period at the rates set forth in Section 4.a of the Performance Contract, whether or not

the Effluent meets the Minimum Treatment Standard, provided CIP Solutions is using commercially reasonable efforts to treat such wastewater, and CIP Solutions shall not be in default of the Minimum Treatment Standard to the extent such non-compliance is caused by the influent exceedance. If any influent parameter is, or is reasonably expected to be, materially out of spec on a sustained basis in a manner that could damage, impair, or overload the Project or its treatment media, CIP Solutions may, upon reasonable advance written notice to the County, decline to accept such wastewater until the influent returns to within the Minimum Influent Standard or until the Parties agree on operational adjustments, and any wastewater so declined shall be credited toward the Minimum Volume Commitment. During such period, the Parties shall cooperate in good faith to develop operational and commercial adjustments to address any sustained, material influent exceedance.

2.3 Equipment and Materials Provided by CIP Solutions
CIP Solutions shall furnish, install, and integrate all equipment required for a complete Project treatment system including:

- Valhalla cavitation treatment system
- Media filtration system
- Granular activated carbon polishing system
- Equalization and buffer tank systems
- Backwash and filtrate management tanks
- Process pump skids and transfer pumps
- Polymer preparation and dosing system
- Belt press solids dewatering system
- Filtrate return system
- Flow, turbidity, pressure, and level instrumentation
- PLC control panels and internal electrical distribution
- All valves, hoses, manifolds, and process piping required for a complete integrated treatment system

2.4 Installation and System Integration
CIP Solutions shall install and anchor all treatment equipment, install process piping, complete mechanical and electrical interconnections, install internal electrical distribution from the County termination point, integrate all treatment components, and perform system integration testing and pre-commissioning verification.

2.5 Electrical Service
The County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200-amp electrical service, transformer, service drop, metering, and utility-side infrastructure.

The County shall use commercially reasonable efforts to complete installation of the electrical service infrastructure in line with overall project timing.

The County shall be responsible for setting up all electrical accounts associated with operation of the treatment system. CIP Solutions shall reimburse the County for all metered electricity specific to this Project on a monthly basis. The County shall provide details on monthly electrical usage and costs when submitting for reimbursement from CIP Solutions. The electrical reimbursement shall be due within fifteen (15) days after CIP Solutions' receipt of an invoice therefor.

CIP Solutions shall perform all electrical work downstream of the County-provided service termination point.

2.6 Commissioning and Performance Testing

CIP Solutions shall conduct wet commissioning and functional testing, verify mechanical, electrical, and instrumentation functionality, perform performance testing to confirm compliance with the Minimum Treatment Standard, and prepare a commissioning summary and Project performance demonstration report for use in connection with any required permit applications, permit modifications, regulatory approvals, notices, certifications, or other submittals to FDEP or any other Governmental Authority having jurisdiction over the Project.

2.7 Sampling and Laboratory Testing

CIP Solutions will cause independent laboratory testing of treated SEWRF Wastewater to be conducted to establish that the Minimum Treatment Standard of the Performance Contract has been achieved for payment. Said testing is at CIP Solutions' sole cost and expense. At a minimum, samples will be collected and tested twice weekly during the first two weeks of system operations. Once the performance criteria have been verified, samples shall be processed as per the specifications.

Monthly Influent sampling shall include the following parameters with twelve samples per year collected for each parameter plus one quality assurance/quality control sample annually:

- pH
- Specific Conductivity
- Total Dissolved Solids
- Total Suspended Solids
- Turbidity
- Total Organic Carbon
- Chemical Oxygen Demand
- Carbonaceous Biochemical Oxygen Demand (CBOD5)

- Total Phosphorus
- Total Nitrogen
- Ammonia
- Fecal Coliform
- PFAS — Method 1633A Total PFAS Mass

Quarterly Influent sampling shall also include:

- Total VOCs
- Total Semi-VOCs
- TOP Assay (Convertible PFAS Precursors)

For each quarterly parameter, four samples shall be collected annually, together with one annual quality assurance/quality control sample.

Effluent samples shall be collected at a system discharge sampling location selected jointly by County staff and CIP Solutions.

Monthly Effluent monitoring shall include:

- pH
- Turbidity
- Total Suspended Solids
- Carbonaceous Biochemical Oxygen Demand (CBOD5)
- Total Phosphorus
- Total Nitrogen
- Fecal Coliform

For each monthly Effluent monitoring parameter, two samples shall be collected each month, for a total of twenty-four samples annually, together with two annual quality assurance/quality control samples.

PFAS monitoring shall be conducted to evaluate treatment performance and quantify total PFAS mass reduction across the treatment system.

Effluent PFAS sampling shall be performed twice per month, with two different samples during each test, using EPA Method 1633A Full PFAS Parameter List totaling forty-eight samples annually plus four quality assurance/quality control samples.

Quarterly PFAS precursor testing, with two different samples for each quarterly test, shall also be conducted using the TOP Assay totaling eight samples annually plus two quality assurance/quality control samples.

PFAS treatment performance will be evaluated by comparing influent PFAS concentrations with Effluent PFAS concentrations measured at the system discharge sampling location.

Sampling results shall be documented in the monthly operational reporting package.

2.8 Operations and Maintenance

CIP Solutions shall operate, monitor, and maintain the Project on a daily basis in a safe, diligent, workmanlike, and commercially reasonable manner, in accordance with Applicable Law, Environmental Law, applicable permits and regulatory approvals, manufacturer recommendations, County site access and safety requirements, accepted industry practices, and operating procedures approved by the County for the Project. CIP Solutions' obligations shall include adjusting flows, filtration, carbon polishing, and backwash cycles; performing preventive and corrective maintenance; calibrating instrumentation; maintaining operating logs; promptly addressing operational deficiencies; and managing allowable treatment chemicals, solids handling activities, and filtrate return in accordance with this Performance Contract, including Section 2.9 of this Exhibit 3. CIP Solutions shall provide monthly operational reports in a form reasonably acceptable to the County, including flow data, operating status, downtime, maintenance activities, chemical and media usage, solids volumes, filtrate return information, sampling and testing results, alarms, excursions, corrective actions, and any material operational or compliance issues. Nothing in this Section shall shift to CIP Solutions the County's responsibility for transportation and disposal of dewatered solids except to the extent expressly provided in Section 2.9.

2.9 Solids Handling and Return

CIP Solutions shall collect media and carbon backwash in designated tanks, transfer backwash to solids handling equipment, add polymer and dewater solids using CIP Solutions' belt press, place dewatered solids into County-provided open-top containers, return filtrate to the treatment system, and maintain logs documenting solids volumes and disposal frequency. Before any County pickup, transportation, or disposal of dewatered solids, CIP Solutions shall ensure that such solids are properly dewatered, containerized, labeled as reasonably required by the County, characterized as reasonably necessary for lawful transportation and disposal, and accompanied by supporting documentation reasonably required by the County to verify the nature, quantity, condition, and regulatory classification of the solids. CIP Solutions shall promptly notify the County of any condition, sampling result, operational issue, or regulatory classification that may affect the County's ability to transport, accept, or dispose of such solids at a County-designated landfill.

The County shall be responsible for transportation and disposal of solids generated by the treatment system.

The County shall remove filled containers at a minimum frequency of once per week.

2.10 Permitting Services

CIP Solutions shall prepare, submit, coordinate, manage, and obtain all permits and approvals required for the Project including but not limited to site, environmental, utility, and construction-related permits and documentation required by any Governmental Authority, including but not limited to FDEP approvals.

The County shall cooperate with CIP Solutions in preparation of permit modification requests associated with treated SEWRF Wastewater discharge to the reclaim and reuse ponds.

The County shall use commercially reasonable efforts to provide required comments and responses associated with permit applications and regulatory submittals within thirty (30) days after receipt of a complete and reasonably detailed request from CIP Solutions, subject to the County's receipt of all information reasonably necessary to evaluate the request, internal review requirements, availability of County staff and consultants, required Board approval or other County approval, applicable regulatory processes, and Applicable Law. Failure to provide comments or responses within such period shall not constitute a County default if the County is using commercially reasonable efforts to respond.

2.11 Reporting Deliverables

CIP Solutions shall provide the following deliverables:

- Basis of Design
- Process flow diagrams and P&IDs
- Hydraulic calculations
- Site layout and integration drawings
- Equipment specifications and system configuration
- Commissioning plan and commissioning summary
- Monthly laboratory reports
- Monthly operational reports
- Solids handling logs
- Project performance demonstration report
- As-built drawings
- Operating SOPs applicable to the Project

- Independent laboratory testing results for treated SEWRF Wastewater used to establish achievement of the Minimum Treatment Standard for payment and performance-verification purposes
- Sampling records and supporting documentation for all influent, Effluent, PFAS, and TOP Assay sampling required under Section 2.7, including sample dates, sample locations, sampling frequency, parameters tested, and laboratory analytical methods used
- Chain-of-custody records, laboratory bench sheets or equivalent analytical support, quality assurance/quality control documentation, data validation notes, and any laboratory qualifiers or exceptions applicable to reported sampling results
- Documentation confirming twice-weekly testing during the first two weeks of system operations and all post-verification sampling processed in accordance with the specifications and requirements of Section 2.7
- Monthly influent and Effluent monitoring results, PFAS monitoring results using EPA Method 1633A, TOP Assay results for PFAS precursor testing, and related total PFAS mass-reduction information required to evaluate treatment performance
- A complete monthly sampling and laboratory reporting package sufficient to support County review, payment verification, regulatory submittals, operational reporting, and verification of CIP Solutions' compliance with the sampling, testing, performance, and reporting obligations in this Exhibit 3

2.12 Payment and Performance Requirements

CIP Solutions shall invoice the County on a monthly basis. Each invoice shall be due and payable within forty-five (45) days after the County's receipt of the invoice.

Payment terms and the Minimum Volume Commitment (MVC) are set forth in Section 4 of the Performance Contract.

Invoices shall include metered flow records, laboratory results, and required supporting documentation and any other items as may be required by the County's Utilities Division and the Clerk of Court.

Performance requirements shall be evaluated in accordance with the Minimum Influent Standard and Section 2.2 of this Exhibit 3. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of its treatment, operation, maintenance, reporting, payment-support, or other obligations, reduce any credit toward the Minimum Volume Commitment, or give rise to any payment adjustment, equitable adjustment, schedule extension, performance relief, or other remedy. If representative influent sampling demonstrates a material and continuing

exceedance of one or more Minimum Influent Standard parameters that directly prevents the Project from achieving the Minimum Treatment Standard despite CIP Solutions' commercially reasonable operation and mitigation efforts, CIP Solutions shall provide written notice and supporting documentation in accordance with Section 2.2. During any such period, CIP Solutions shall continue to use commercially reasonable efforts to operate the Project, mitigate the effect of the exceedance, and cooperate with the County regarding appropriate operational adjustments. No payment adjustment, MVC credit reduction, equitable adjustment, schedule extension, performance relief, or other remedy shall apply except to the extent expressly provided in this Performance Contract, including CIP Solutions' payment, non-default, and rejection rights under Section 2.2, or agreed in a written amendment approved by the County.

2.13 County Deliverables

To support the Project, the County shall provide:

- Electrical service, including 1,200-amp electrical capacity, transformer, service drop, and metering, with the County to initially pay electrical usage charges subject to reimbursement by CIP Solutions in accordance with Section 2.5 of this Exhibit 3.
- SEWRF Wastewater supply targeted to support Project operations at up to 300,000 gallons per day, subject to wastewater availability, operational conditions, Applicable Law, regulatory restrictions, maintenance, outages, emergencies, and the terms of this Performance Contract; provided, however, that the County's enforceable minimum volume obligation shall be limited to the Minimum Volume Commitment set forth in Section 4.b of the Performance Contract, and any obligation to provide or make available SEWRF Wastewater shall be measured solely against that Minimum Volume Commitment.
- Access to the Project Site on a 24-hours-per-day, 7-days-per-week basis, including entry credentials or passes, in accordance with Applicable Law and County standard operating procedures and security policies and procedures.
- Site access, staging areas, and interconnection points necessary for installation and operation, as more fully set forth in Schedule 1 and in accordance with Applicable Law and County standard operating procedures and security policies and procedures.
- Open-top containers for dewatered solids.
- Transportation and disposal of solids generated by the treatment system at a County-designated landfill in accordance with Section 2.9 of this Exhibit 3.
- Removal of solids containers at a minimum frequency of once per week in accordance with Section 2.9 of this Exhibit 3.

2.14 Minimum Treatment Standard

The Project treatment system shall produce treated SEWRF Wastewater in compliance with reclaimed, reuse, and Advanced Wastewater Treatment standards under Chapters 62-600 and 62-610, Florida Administrative Code ("Minimum Treatment Standard") as follows:

Commercial Operations Date:
For the first testing of the Minimum Treatment Standard, CIP Solutions will conduct a singular test of the following criterion. As defined in the Performance Contract, the Commercial Operations Date will mean the date on which a singular test meets the criterion below. CIP Solutions may take multiple tests until the Minimum Treatment Standard is met. For clarity, the Commercial Operations Date shall mean the date on which the water sample was taken and not the date on which the sample test results are received. For the avoidance of doubt, the single-sample criteria in this Section establish the Commercial Operations Date on a one-time basis, and the monthly-average criteria set forth below govern only ongoing operational compliance after the Commercial Operations Date and shall not be a condition to establishing the Commercial Operations Date.

- Carbonaceous Biochemical Oxygen Demand (CBOD5): ≤ 5 mg/L
- Total Suspended Solids: ≤ 3 mg/L
- Total Nitrogen: ≤ 3 mg/L
- Total Phosphorus: ≤ 1 mg/L
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Ongoing Monthly Testing:

- Carbonaceous Biochemical Oxygen Demand (CBOD5): ≤ 5 mg/L monthly average
- Total Suspended Solids: ≤ 3 mg/L monthly average
- Total Nitrogen: ≤ 3 mg/L monthly average
- Total Phosphorus: ≤ 1 mg/L monthly average
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Treated SEWRF Wastewater shall meet the Minimum Treatment Standard.

PFAS monitoring conducted during the Project term is intended to characterize influent PFAS composition and quantify treatment performance to support future treatment design.

3. PFAS Responsibility and Indemnification

3.1 Vendor Responsibilities

Suppliers of carbon or PFAS removal media are responsible for PFAS-related certifications, compliant handling, and any PFAS releases or improper disposal under their control.

3.2 County and CIP Solutions Responsibilities

CIP Solutions shall transfer spent media only to qualified, properly licensed and permitted third-party vendors approved by the County, such approval not to be unreasonably withheld, conditioned, or delayed, for regeneration, destruction, disposal, or other lawful management practices in accordance with Applicable Law, Environmental Law, applicable permits, then-current regulatory guidance, and accepted industry practices. CIP Solutions shall remain responsible for arranging, coordinating, documenting, and verifying the proper removal, transportation, handling, processing, regeneration, destruction, disposal, or other management of spent media and any PFAS-containing residuals generated by or under the control of CIP Solutions or its vendors. CIP Solutions shall provide the County, upon request, with applicable manifests, bills of lading, certificates of recycling, regeneration, destruction or disposal, vendor permits, chain-of-custody documentation, and other records reasonably necessary to verify lawful management of such materials. No transfer of spent media or PFAS-containing residuals shall relieve CIP Solutions of any responsibility under this Performance Contract, Applicable Law, Environmental Law, or any applicable permit, except to the extent such responsibility is expressly assumed by the County in writing. The County shall approve a proposed vendor that demonstrates it is qualified and holds the licenses and permits required by Applicable Law for the applicable management practice; the County may request reasonable documentation of such qualifications, licenses, and permits.

4. Limitations

This Scope of Work defines the complete responsibilities of CIP Solutions and County for the Project. Services or materials not expressly included shall be excluded unless added through written amendment. All work shall comply with Applicable Law, Environmental Law, applicable federal, state, and local regulations, applicable permits and regulatory approvals, and accepted engineering and operational practices.

EXHIBIT 4
INSURANCE REQUIREMENTS

CIP Solutions shall procure and maintain for the duration of the Performance Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CIP Solutions, its agents, representatives, employees, or subcontractors.

Commercial General Liability

Coverage must be afforded under a per occurrence policy form for limits not less than $2,000,000 each occurrence, $5,000,000 general aggregate, $1,000,000 Products/Completed Operations Aggregate, $2,000,000 Personal and Advertising Injury Liability, $100,000 Fire Damage Liability, $5,000 Medical Expense and $1,000,000 Third Party Property Damage.

Automobile Liability

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than $1,000,000 combined single limit each accident, or $500,000 bodily injury and $500,000 property damage.

Workers' Compensation and Employers' Liability

Statutory coverage to apply for all employees in compliance with the laws and statutes of the State of Florida, and Federal government. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Employers' Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

Should CIP Solutions have "leased" employees, CIP Solutions or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.

Should CIP Solutions have subcontractors, CIP Solutions is responsible for providing evidence of a Workers' Compensation policy and an Employers' Liability policy for all subcontractors on the worksite and in compliance with the above requirements.

Hazardous Materials Insurance

Hazardous materials include 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.

Pollution Liability

Coverage must be afforded under a per occurrence policy form for limits not less than $5,000,000, and to include sudden and gradual release, each claim and aggregate. Such coverage shall include, or shall be endorsed to include, claims arising from PFAS and other emerging contaminants, spent media, treatment residuals, transportation, loading and unloading, non-owned disposal sites, completed operations, and pollution conditions arising from or related to the Project, to the extent commercially available on commercially reasonable terms.

Disposal

Coverage must be afforded under a per occurrence policy form for limits not less than $5,000,000 for Sudden, Non-Sudden and Accidental Occurrences, each claim and aggregate. Such coverage shall include, or shall be endorsed to include, disposal, regeneration, destruction, recycling, transportation, loading and unloading, non-owned disposal sites, spent media, treatment residuals, and PFAS or other emerging-contaminant liabilities arising from or related to the Project, to the extent commercially available on commercially reasonable terms.

<u>The Policies Are to Contain, Or Be Endorsed to Contain, The Following Provisions:</u>

1. Commercial General Liability, Automobile Liability, and Hazardous Materials (Pollution Liability, Asbestos Liability & Disposal) Coverages:
   a. “Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured with respect to: Liability arising out of activities performed by or on behalf of CIP Solutions, its agents, representatives, and employees; products and completed operations of CIP Solutions; or automobiles owned, leased, hired or borrowed by CIP Solutions. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

      CIP Solutions shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. CIP Solutions' insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CIP Solutions' insurance and shall be non-contributory.

2. Workers' Compensation and Employers' Liability Coverages

   The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by CIP Solutions for the County.

3. General Insurance Provisions Applicable to All Policies:
   a. Prior to the execution of this Performance Contract, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Performance Contract remains in effect, CIP Solutions shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or contract number, and name or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

   b. CIP Solutions shall provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.

   c. CIP Solutions agrees that should at any time CIP Solutions fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Performance Contract.

   d. CIP Solutions waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the Performance Contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

   e. CIP Solutions has the sole responsibility for all insurance premiums and policy deductibles.

   f. It is CIP Solutions' responsibility to ensure that its agents, representatives and subcontractors comply with the insurance requirements set forth herein. CIP Solutions shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CIP Solutions shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working

on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth.

CIP Solutions understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County reserves these rights to the full extent allowed by law.

CIP Solutions understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of CIP Solutions' obligation to provide and maintain the insurance coverage specified.

SCHEDULE 1

LEASE AND ACCESS AGREEMENT

This Lease and Access Agreement (including any attachments hereto, "**Lease**") is entered into by and between Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions ("**Lessee**"), and Manatee County, a political subdivision of the State of Florida ("**County**") (individually, a "**Party**" and together, the "**Parties**").

Recitals

WHEREAS, County owns and operates the municipal solid waste landfill known as the Lena Road Landfill located at 3333 Lena Road in Bradenton, Florida 34211, as more fully described in Exhibit A (the "**Landfill**"); and

WHEREAS, Lessee intends to design, permit, construct, and operate a water treatment facility at the Landfill to treat Landfill Leachate and Biosolids Filtrate from the SEWRF (the "**Project**") pursuant to a Performance Contract between Lessee and County of even date herewith ("**Performance Contract**"); and

WHEREAS, the Performance Contract contemplated the Parties' execution, delivery, and performance of this Lease; and

WHEREAS, the Board finds that entry into this Lease, together with the Performance Contract, serves a valid public purpose and is in the best interest of the County, subject to the terms, conditions, limitations, and County-reserved rights set forth herein and in the Performance Contract; and

WHEREAS, Lessee desires to lease from County, and County desires to lease to Lessee, only that portion of the Landfill more fully described in Exhibit B (the "Project Site"), solely for the limited purposes expressly authorized by this Lease and the Performance Contract, as limited and controlled by this Lease, and subject at all times to County's ownership of the Landfill, County's reserved rights, and County's governmental, regulatory, operational, safety, emergency-response, environmental, and public obligations.

NOW THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

Agreement

1. Interpretation.

a. The foregoing Recitals are incorporated by reference as though fully set forth herein.

b. Capitalized words, terms, and phrases used but not defined in this Lease shall have the meanings ascribed to them in the Performance Contract, including its schedules and exhibits, which definitions are incorporated herein by reference solely to the extent applicable and not inconsistent with this Lease. If a capitalized word, term, or phrase is defined in both this Lease and the Performance Contract, the definition in this Lease shall control for purposes of this Lease. If a capitalized word, term, or phrase is defined in the Performance Contract or any schedule or exhibit thereto in a manner that is inconsistent with, limits, or otherwise conflicts with County's ownership of the Landfill, County's reserved rights, Applicable Law, applicable Permits, County's governmental or regulatory duties, or County's operational, safety, security, emergency-response, environmental, access-control, or public obligations under this Lease, the Performance Contract and this Lease shall be read together and reconciled to give effect to both to the greatest extent possible. The Performance Contract shall govern the commercial terms, payment obligations, Minimum Volume Commitment, Termination Compensation, and treatment-performance rights and obligations of the Parties, and nothing in this Lease shall be construed to reduce, offset, excuse, or eliminate any payment or compensation obligation of the County under the Performance Contract.

c. No ambiguity herein will be construed against either Party for having drafted it, this Lease being the product of negotiation.

d. Words of any gender shall include all other genders, the singular shall include the plural, and vice versa.

e. Reference to any person or entity will include successors and permitted assigns thereof, and reference to any law, instrument, or document will be thereto as amended, modified, revised, or restated from time to time.

f. "Include" and the like will be deemed followed by "without limitation," and "herein" and the like will refer to this entire Lease.

g. Headings are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Lease. If for any reason there is a conflict between content and headings, the content will control.

h. Any reference to a "day" or "year" will be to a calendar day or calendar year, as applicable, unless specified otherwise.

i. All sums herein are expressed in U.S. currency.

j. Schedule 1 – Lease and Access Agreement Exhibit List:

Exhibit A – Landfill
Exhibit B – Project Site
Exhibit C-1 – Access Easement Area
Exhibit C-2 – Pipeline Easement Area
Exhibit C-3 – Electric Easement Area
Exhibit D – Anti-Human Trafficking Affidavit
Exhibit E – Foreign Countries of Concern Affidavit

2. Lease and Easements.

a. **Lease.**

County hereby leases to Lessee, and Lessee hereby leases from County, upon the terms and subject to the conditions of this Lease and the Performance Contract, as limited and controlled by this Lease, the Project Site solely for Lessee's development, construction, installation, operation, repair, maintenance, modification, replacement, and removal of the Project and related activities and infrastructure expressly permitted herein. Lessee's use and occupancy of the Project Site shall be limited to such purposes and shall remain subordinate and subject at all times to County's ownership, use, and operation of the Landfill, No Performance Contract definition, schedule, exhibit, project description, scope provision, or other incorporated document shall be construed to expand Lessee's leasehold rights, use rights, occupancy rights, or access rights beyond the rights expressly granted and limited in this Lease. Subject to the foregoing and County's rights expressly reserved herein or in the Performance Contract, Lessee may occupy the Project Site during the Term solely for Lessee's Operations.

b. **Easements.**

In addition to the foregoing lease, County hereby grants to Lessee and Lessee's agents and contractors limited, nonexclusive easements on, over, across, and through the applicable portions of the Landfill described below, subject and subordinate at all times to County's ownership of the Landfill. : (a) that portion of the Landfill more particularly described on Exhibit C-1 ("**Access Easement Area**") for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon; (b) that portion of the Landfill more particularly described on Exhibit C-2 (the "**Pipeline Easement Area**") for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation of SEWRF Wastewater to the Project Site and for the transportation of treated SEWRF Wastewater to the County's Wastewater Treatment System at Landfill; and (c) that portion of the Landfill more particularly described on Exhibit C-3 (the "**Electric Easement Area**") for the purpose of installing, maintaining, and operating any equipment or facilities

necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project. The Access Easement Area, Pipeline Easement Area, and Electric Easement Area are collectively referred to herein as the "**Easement Areas**." No easement granted herein shall be construed to convey any fee interest, exclusive possessory interest, development right, utility ownership right, or right to use any portion of the Landfill except as expressly provided in this Lease and the Performance Contract, as limited and controlled by this Lease.

c. **Permitted Uses.**

During the Term (as defined below), and on the terms and subject to the conditions of this Lease and the Performance Contract, as limited and controlled by this Lease, Lessee (inclusive of all Contractor Personnel) shall have the limited right to occupy and use the Project Site to the extent reasonably necessary, for Lessee's performance of the Performance Contract and Lessee's Operations, including (a) developing, constructing, installing, operating, maintaining, modifying, replacing, and/or removing the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater, and interconnecting to the County's Wastewater Treatment System (together, the "**Project Facilities**"); and (b) undertaking other activities and uses directly related thereto and necessary for Lessee's performance of the Performance Contract, but only in each case to the extent such activities and uses are not inconsistent with the Performance Contract, this Lease, or Applicable Law For purposes of this Lease, "**Lessee's Operations**" means only the activities expressly authorized by this Lease and necessary for Lessee's performance under the Performance Contract, as limited by this Lease.

3. Term.

This Lease will be in effect from the Effective Date and run concurrently with the Performance Contract (such period, the "**Term**") and will terminate automatically when the Performance Contract terminates without further action by either Party. Notwithstanding the foregoing, if Lessee is delayed in achieving the Commercial Operations Date as a result of the County's failure to timely provide the electrical service, site access, or other County deliverables under this Lease or the Performance Contract, Lessee's obligations that are measured from or dependent on the Effective Date, shall be extended day-for-day for the period of such delay. Any continued access, occupancy, use, removal, restoration, surrender, indemnity, insurance, reimbursement, public-records, confidentiality, lien-removal, documentation, or other obligation that by its nature should survive expiration or termination shall survive to the extent necessary to give effect to such obligation and to protect County's ownership, operations, regulatory compliance, public obligations, and rights under this Lease and the Performance Contract. Any post-termination rights of Lessee shall be limited to the extent County determines necessary for Lessee to perform surviving obligations and shall remain subject to County's operational,

safety, security, access-control, regulatory, environmental, and other requirements. Lessee's indemnification and insurance obligations shall remain in effect until the later of Lessee's completion of all restoration, removal, surrender, reimbursement, documentation, and other surviving obligations, Lessee's vacation of the Landfill, removal of all Lessee property from the Landfill, completion of all restoration obligations, and satisfaction of all surviving obligations under this Lease and the Performance Contract.

4. Rent.

As consideration solely for the limited leasehold, access, and easement rights expressly granted to Lessee herein, Lessee shall pay to County annual rent of one dollar ($1.00) ("**Rent**"), due on the Effective Date and on the first day of each calendar year of the Term thereafter. Payment of Rent shall not expand Lessee's rights, create any exclusive or possessory interest beyond those expressly granted herein, limit County's reserved rights, or affect Lessee's separate payment, reimbursement, indemnity, restoration, insurance, tax, utility, lien-removal, or other obligations under this Lease or the Performance Contract. Lessee may pay all Rent due throughout the Term in a single aggregate sum at any time.

5. Lessee's Obligations.

a. **General Obligations.**

Lessee's use of the Project Site and the Easement Areas shall be limited to those activities directly related to, and necessary for, Lessee's performance of its obligations, and enjoyment of its rights, pursuant to the Performance Contract, as limited and controlled by this Lease, and shall comply with all Applicable Laws. Lessee shall obtain all Permits, licenses, and like approvals in connection with its activities under the Performance Contract and this Lease. Notwithstanding anything to the contrary herein or in the Performance Contract, the Project and any personal property caused to exist on the Project Site shall, as between the Parties, be and remain Lessee's personal property and not fixtures of the Landfill, except as explicitly stated otherwise in the Performance Contract and only to the extent not inconsistent with this Lease. During the Term, Lessee shall, at its sole cost and expense, keep and maintain the Project, Project Site, Easement Areas, and any affected portions of the Landfill in an orderly, clean, safe, legally compliant, and well-maintained condition and in good working order, repair, and condition, as required by Applicable Law, applicable Permits, this Lease, the Performance Contract, and County's safety, security, traffic, operational, environmental, access-control, and regulatory requirements. Ordinary wear and tear shall be excepted only to the extent such wear and tear does not impair safety, regulatory compliance, County operations, County property, the Landfill, the Project Site, the Easement Areas, or County's rights under this Lease or the Performance Contract.

b. **Survey and Property Descriptions.**

Prior to the start of any construction, construction preparation, mobilization, staging, installation, or other physical activity on the Project Site or within any Easement Area, whichever occurs first, Lessee shall have prepared, at its sole cost and expense, a survey of the Project Site and Easement Areas ("**Survey**") showing, at a minimum, (a) the precise location and boundaries of the Project Site and each Easement Area, (b) surveyed metes and bounds descriptions of the Project Site and Easement Areas, (c) all access routes, utility routes, encroachments, improvements, and material site features relevant to Lessee's proposed use, and (d) any other information reasonably requested by County to confirm the location and scope of the rights granted herein. No Survey, exhibit, drawing, depiction, metes and bounds description, Project document, or Performance Contract attachment shall define, modify, expand, relocate, burden, or otherwise affect the Project Site or any Easement Area for purposes of this Lease unless approved by County in writing and incorporated into this Lease by amendment if required herein. County's failure to object to any Survey shall not be deemed a waiver of County's ownership rights, regulatory obligations, reserved rights, or right to require correction of any error, encroachment, operational conflict, safety issue, or inconsistency with this Lease, the Performance Contract, Applicable Law, applicable Permits, or County's operational requirements. If County approves a Survey in writing and the Project Site or Easement Areas depicted in the Survey differ from those depicted in the Exhibits to this Lease, the Parties shall execute an amendment to this Lease causing the approved Survey to become Exhibit B and Exhibits C-1 through C-3, as applicable, in replacement of any then-existing such exhibits. Any amendment shall be approved by the Board prior to becoming effective.

c. **Inspection Rights and Emergencies.**

County, its agents, and the representatives of any governmental authority may enter the Project Site and any Easement Area from time to time during customary business hours, or at any other time as County determines necessary or appropriate for safety, operational, regulatory, inspection, emergency, compliance, public health, environmental, Landfill-related, or other governmental or public purposes, to examine the Project Site or Easement Areas, confirm Lessee's compliance herewith, protect County property or operations, or satisfy County's governmental or regulatory obligations. For purposes of this Lease, "**Emergency Condition**" means any actual, threatened, imminent, or reasonably perceived condition, event, circumstance, release, discharge, damage, failure, outage, obstruction, access issue, safety concern, regulatory concern, environmental concern, operational conflict, or other matter that County reasonably determines requires immediate or prompt action to protect persons, property, the Landfill, the Project Site, any Easement Area, County operations, public health or safety, regulatory compliance, or the environment. County may take any action it determines necessary or appropriate to avoid, respond to, resolve, or mitigate any Emergency Condition.

d. **Liens.**

i. Lessee, its contractors, subcontractors, suppliers, vendors, agents, invitees, and all other persons or entities acting by, through, or under Lessee shall not do, permit, or suffer any act that could encumber, cloud, impair, or otherwise affect County's fee simple title in and to the Landfill, including the Project Site and Easement Areas. Lessee shall notify all contractors, subcontractors, suppliers, vendors, and other persons providing work, labor, services, materials, equipment, or improvements in connection with Lessee's Operations that County's fee interest in the Landfill, Project Site, and Easement Areas shall not be subject to any lien, claim, charge, or encumbrance arising from Lessee's Operations or from any express or implied contract with Lessee. Any claim to or lien upon the Project Site or Easement Areas arising from any act or omission of Lessee or any person acting by, through, or under Lessee shall accrue only against Lessee's limited leasehold or easement interest, if any, and shall remain subject and subordinate to County's paramount title, ownership, reserved rights, and governmental, regulatory, operational, and public obligations. If any lien, claim, charge, or encumbrance is filed, asserted, or threatened against the Landfill, Project Site, Easement Areas, or County's interest therein by reason of Lessee's Operations or any act or omission of Lessee or any person acting by, through, or under Lessee, Lessee shall, at its sole cost and expense, cause such lien, claim, charge, or encumbrance to be satisfied, bonded off, released, discharged, or otherwise removed of record within thirty (30) days after Lessee receives notice thereof, or sooner if County determines that earlier action is necessary to protect County's title, operations, financing, regulatory compliance, public obligations, or other interests. Failure to timely satisfy, bond off, release, discharge, or remove any such lien, claim, charge, or encumbrance shall constitute an Event of Default. County's interest in the Landfill, Project Site, and Easement Areas shall not be subject to, and County shall not be liable for or bound by, any lien, claim, charge, or encumbrance arising from Lessee's Operations or from improvements made by or for Lessee.

ii. The Parties shall execute a Memorandum of Lease on a form mutually agreed to by the Parties and approved by County, which Lessee shall record in the Official Records of the Clerk of the Circuit Court for Manatee County at Lessee's sole cost and expense. The Memorandum of Lease shall not define, expand, modify, interpret, supplement, or create any rights beyond those expressly granted in this Lease and shall state that Lessee's rights are limited, subordinate to County's fee ownership and reserved rights, and subject to the terms and conditions of this Lease and the Performance Contract, as limited and controlled by this Lease. If the Memorandum of Lease or any recorded instrument is inconsistent with this Lease, this Lease shall control as between the Parties. Upon the expiration or earlier

termination of this Lease, County may execute and record, without Lessee's joinder, a notice of expiration, termination, release, or other instrument evidencing the termination of Lessee's rights under this Lease.

e. **Utilities.**

i. County shall cooperate with Lessee's efforts in obtaining any temporary or permanent utility services requested by Lessee to the extent that such cooperation does not interfere with County's ownership, operation, maintenance, permitting, regulatory compliance, or use of the Landfill. Any easement, right of way, utility access, or related right requested by Lessee or a utility provider shall be subject to County's prior written approval, which shall be granted, conditioned, or withheld in County's reasonable discretion.

ii. Pursuant to the Performance Contract, the County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200-amp electrical service, transformer, service drop, metering, and utility-side infrastructure. The County shall use commercially reasonable and diligent efforts, to complete installation of the electrical service infrastructure as promptly as reasonably practicable following the Effective Date. Because the Commercial Operations Date cannot be achieved until electrical service is available, any delay in the availability of electrical service that is attributable to the County shall extend, on a day-for-day basis, each of CIP Solutions' deadlines, milestones, and obligations under this Lease and the Performance Contract that are dependent on or measured from the Effective Date, and no such delay shall constitute or contribute to a CIP Solutions default. The Parties shall cooperate in good faith to establish an anticipated electrical service in-service date once known, but the absence of a fixed date shall not limit CIP Solutions' day-for-day extension for County-attributable delay.

iii. County shall be responsible for establishing electrical utility accounts associated with operation of the Project Site only to the extent required by the Performance Contract. Lessee shall reimburse County for all metered electricity specific to the Project, together with any taxes, fees, charges, adjustments, penalties, deposits, administrative charges, or other amounts charged to County in connection with such Project-related electricity, unless expressly excluded by the Performance Contract. County shall provide available details regarding monthly electrical usage and costs when submitting an invoice for reimbursement. Lessee shall pay each electrical reimbursement invoice within fifteen (15) days after receipt.

iv. During the Term, Lessee shall pay directly to the appropriate utility provider all bills for utility services used by or attributable to Lessee,

the Project, the Project Site, or Lessee's Operations, other than electrical utility services initially provided through County accounts and reimbursed by Lessee as provided above. If any utility service is not separately metered, Lessee shall reimburse County for the portion of such utility service that County determines is attributable to Lessee, the Project, the Project Site, or Lessee's Operations within fifteen (15) days after Lessee's receipt of an invoice therefor. Lessee shall not install, modify, relocate, connect, disconnect, or materially change any utility service, meter, line, equipment, or related facility affecting the Landfill, Project Site, or Easement Areas without County's prior written approval.

f. **Project Site, Easement Areas, Landfill-Affected Areas, and Related Restoration.**

i. Upon the termination or expiration of this Lease Lessee shall, at its sole cost and expense, restore the Project Site, Easement Areas, and any other portion of the Landfill or County property affected by Lessee, Lessee's Operations, the Project, any Project Facilities, any utility work, any access activity, or any act or omission of Lessee or any person acting by, through, or under Lessee. Such restoration shall include, without limitation, removal of Lessee's property and improvements to the extent required by County, repair of any damage or disturbance, stabilization of affected areas, closure or securing of any openings or penetrations, restoration of access routes and utility areas, removal and lawful disposal of debris, waste, materials, equipment, and any Hazardous Substances introduced, released, disturbed, or exacerbated by Lessee, and completion of any testing, monitoring, permitting, reporting, engineering, environmental, or other work County determines necessary or appropriate. All restoration shall be performed in a manner, scope, schedule, and condition satisfactory to County, in compliance with Applicable Law, applicable Permits, this Lease, the Performance Contract, and County's operational, safety, security, environmental, access-control, regulatory, and Landfill-related requirements, and shall restore the affected areas to at least substantially the same condition that existed on the Effective Date, or such better condition as County determines necessary to protect County's interests, regulatory compliance, operations, property, or the environment. Ordinary wear and tear shall be excepted only to the extent such wear and tear does not impair safety, regulatory compliance, County operations, County property, environmental conditions, or the condition, use, closure, post-closure care, permitting, or regulatory status of the Landfill, Project Site, or Easement Areas. County may require Lessee to submit restoration plans, schedules, contractor information, permits, insurance evidence, test results, certifications, lien releases, closeout documentation, and other information County determines necessary before, during, or after restoration. County hereby grants to Lessee a limited, nonexclusive,

revocable license to enter onto the Landfill, Project Site, and Easement Areas after expiration or termination solely to the extent County determines necessary for Lessee to fulfill such obligations, and subject at all times to County's operational, safety, security, regulatory, environmental, access-control, scheduling, escort, insurance, indemnity, lien-removal, reimbursement, and other requirements. If Lessee fails to timely or properly perform any restoration obligation, County may perform or cause the performance of such work without waiving any Event of Default, and Lessee shall reimburse County for all costs and expenses incurred by County in connection therewith, including administrative, oversight, legal, engineering, environmental, permitting, testing, monitoring, disposal, restoration, repair, replacement, professional-service, and contractor costs.

ii. Restoration Enforcement. Without limiting any other right or remedy of County, County may enforce Lessee's restoration obligations by any one or more of the following means: (a) requiring Lessee to commence, diligently pursue, modify, accelerate, suspend, or complete restoration work within the deadlines, sequencing, access limitations, and conditions specified by County; (b) requiring Lessee to provide restoration plans, schedules, budgets, contractor qualifications, permits, evidence of insurance, bonds or other financial assurances if available under the Performance Contract or Applicable Law, test results, certifications, lien releases, closeout documentation, and other documentation County determines necessary; (c) withholding, conditioning, suspending, or limiting Lessee's access to the Landfill, Project Site, or Easement Areas until County is satisfied that restoration can be performed safely, lawfully, and without impairing County operations, regulatory compliance, public health or safety, property, or the environment; (d) performing or causing the performance of any restoration, removal, repair, testing, monitoring, disposal, permitting, engineering, environmental, legal, administrative, oversight, or other related work if County determines that Lessee has failed to timely or properly perform, that prompt action is necessary or appropriate, or that Lessee's proposed work is insufficient to protect County's interests; and (e) recovering from Lessee all costs and expenses incurred by County in connection with the foregoing, whether incurred before or after expiration or termination of this Lease. Amounts payable by Lessee under this Section shall be due within fifteen (15) days after Lessee's receipt of County's invoice and available supporting documentation, shall constitute additional amounts due under this Lease, and shall survive expiration or termination. County may pursue injunctive relief, specific performance, and/or declaratory relief, to the extent permitted by the Performance Contract and Applicable Law. Exercise of any enforcement right shall not waive any Event of Default, release Lessee from any obligation, limit County's indemnity or reimbursement rights, or require County to

perform any restoration work before pursuing Lessee for performance or payment. All rights and remedies under this Section are cumulative.

iii. At the termination or expiration of this Lease, Lessee shall surrender the Project Site, Easement Areas, and any affected portions of the Landfill free and clear of all liens, claims, encumbrances, debris, waste, equipment, materials, personal property, hazardous substances introduced or released by Lessee, and other conditions arising from Lessee's Operations, and in a safe, clean, orderly, restored, and legally compliant condition satisfactory to County. County's acceptance of surrender shall not waive any claim, remedy, indemnity, reimbursement right, restoration obligation, or other right of County under this Lease, the Performance Contract, Applicable Law, or applicable Permits.

6. County's Obligations.

County covenants for itself and its agents, employees, representatives, contractors, successors, and assigns that, subject at all times to County's ownership of the Landfill, County's governmental and regulatory duties, County's reserved rights under this Lease and the Performance Contract, Applicable Law, applicable Permits, and County's continuing operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, or other use of the Landfill, County will not intentionally and without lawful or contractual basis prevent Lessee from exercising the limited rights expressly granted to Lessee under this Lease and the Performance Contract. No action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations shall constitute a breach of this Section, or give rise to any liability of County, if County reasonably determines that such matter is necessary for Landfill ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, protection of persons or property, compliance with Applicable Law or applicable Permits, or any other governmental, regulatory, operational, public, or environmental purpose. Lessee acknowledges that its rights under this Lease are limited, nonexclusive where applicable, subordinate to County's fee ownership and reserved rights, and subject to temporary or permanent limitations imposed by County in accordance with this Lease, the Performance Contract, Applicable Law, applicable Permits, and County's responsibilities as owner and operator of the Landfill.

7. Representations and Warranties.

a. Each Party represents and warrants to the other Party that:

i. In the case of Lessee, it is validly existing and duly organized and in good standing under the laws of the state of Florida, and is licensed to do business in the State of Florida; and

ii. In the case of County, it is a political subdivision of the State of Florida, duly organized and validly existing; and

iii. It has full power and authority to execute, deliver, and perform under this Lease, and the execution, delivery, and performance hereof have been duly and validly authorized by all necessary action on its part, and will not violate (i) in the case of Lessee, the articles of organization, operating agreement, or other organizational documents of it, and (ii) in the case of the County, will not conflict with, or constitute a breach of or default under, any law, or any administrative regulation, consent decree, ordinance, resolution or any agreement or other instrument to which the County is subject, and (iii) in the case of each Party, will not violate any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which it or its assets are bound; and

iv. This Lease constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally; and

v. No suit, action, or arbitration, or legal, administrative, or other proceeding, is pending or has been threatened against it that would have a material adverse effect on the validity or enforceability of this Lease or its ability to fulfill its obligations hereunder, or that could result in any material adverse change in its business or financial condition; and

b. County represents and warrants to Lessee that, during the Term and subject and subordinate at all times to this Lease, the Performance Contract, Applicable Law, applicable Permits, County's reserved rights, County's governmental and regulatory duties, and County's ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, and use of the Landfill, Lessee may possess and use the Project Site solely for the purposes expressly permitted herein. No action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of

County's rights or obligations shall breach this representation or warranty, interfere with Lessee's possession or use, or give rise to any liability of County, if County reasonably determines that such matter is necessary for any governmental, regulatory, operational, public, safety, security, emergency, compliance, Landfill-related, or environmental purpose.

8. No State or County Obligation.

a. This Lease does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

b. County's obligations under this Lease are subject at all times to the availability of funds lawfully appropriated by the Board for such purposes and to the availability of any applicable contract, grant, or other legally available funding. Nothing in this Lease shall be construed as a pledge of County revenues, a commitment of future appropriations, or an obligation of County beyond funds lawfully appropriated and available for such purpose. If funds are not appropriated, are withdrawn, are terminated, or are otherwise unavailable, County may terminate this Lease and any related obligations without being deemed in default and without liability to Lessee, except to the extent expressly required by law. Upon any such termination, the Parties' rights and obligations under this Lease shall terminate except for obligations that expressly survive or that by their nature must survive, including Lessee's Termination Compensation and removal rights and indemnity, insurance, public records, lien removal, reimbursement, restoration, restoration enforcement, surrender, removal of Lessee's property, County access, County reserved rights, no waiver of sovereign immunity, limitation of liability, and accrued payment, performance, documentation, or compliance obligations.

9. Hazardous Materials and Environmental Matters.

a. During the Term, and without waiving County's sovereign immunity or expanding County's liability beyond the limits of Section 768.28, Florida Statutes, each Party shall comply with all Applicable Laws relating to the receipt, handling, use, storage, transportation, generation, discharge, release, and disposal of any Hazardous Substance to the extent arising from or attributable to such Party's activities under this Lease. Lessee shall be solely responsible for, and shall indemnify, defend, reimburse, and hold harmless County and its officers, employees, agents, representatives, successors, and assigns from and against, any and all losses, claims, demands, liabilities, damages, fines, penalties, enforcement actions, cleanup obligations, remediation costs, testing, monitoring, reporting,

engineering, legal, consultant, administrative, and other costs or expenses to the extent arising from or attributable to (a) any Hazardous Substance introduced, released, discharged, generated, handled, used, stored, transported, disposed of, disturbed, exacerbated, migrated, or allowed to migrate by Lessee or any person acting by, through, or under Lessee; (b) Lessee's Operations, the Project, the Project Facilities, the Project Site, the Easement Areas, or any utility, access, construction, removal, restoration, or other activity undertaken by or for Lessee; (c) Lessee's failure to comply with Applicable Law, applicable Permits, this Lease, the Performance Contract, or County environmental, safety, operational, or regulatory requirements; or (d) any act or omission of Lessee or any person acting by, through, or under Lessee. County shall not be responsible for, and Lessee assumes the risk of, any pre-existing, latent, known, unknown, disclosed, undisclosed, or naturally occurring Hazardous Substance, environmental condition, Landfill condition, regulatory condition, leachate condition, groundwater condition, soil condition, gas condition, waste condition, or other condition at, on, under, from, or affecting the Landfill, Project Site, or Easement Areas, except to the extent caused solely by County's own negligent or wrongful act after the Effective Date or arising from the pre-existing condition of the Landfill not caused or exacerbated by Lessee, and only to the extent liability is not barred or limited by Applicable Law, Section 768.28, Florida Statutes, sovereign immunity, appropriations law, or any other limitation, defense, or immunity available to County. Prior to commencing construction, CIP Solutions shall have the right, at its sole cost, to inspect, sample, test, and photograph the Project Site and Easement Areas to document a baseline record of pre-existing conditions, and the County shall provide reasonable access for such purpose. Such baseline record shall, absent manifest error, serve as evidence of the condition of the Project Site and Easement Areas as of the Effective Date for purposes of CIP Solutions' restoration and environmental obligations, and CIP Solutions shall bear no responsibility for any pre-existing condition documented therein. County shall have no indemnification obligation except to the limited extent expressly required by Applicable Law and Section 768.28, Florida Statutes, and only from legally available and lawfully appropriated funds.

b. Each Party shall promptly notify the other Party upon the notifying Party becoming aware, with respect to the Landfill, the Project Site, or the Easement Areas, of: (a) any enforcement, cleanup, or other regulatory action taken or threatened against either Party by any government entity with respect to the presence of any Hazardous Substance, (b) any demands or claims made or threatened by any person against either Party relating to any loss or injury resulting from any Hazardous Substance, (c) any unlawful release, discharge, or non-routine, improper, or unlawful disposal or transportation of any Hazardous Substance, and/or (d) any matters where

either Party is required by Applicable Laws to give a notice to any governmental entity with respect to Hazardous Substance.

THE LANDFILL, PROJECT SITE, EASEMENT AREAS, AND ALL AREAS, FACILITIES, ACCESS ROUTES, UTILITIES, ENVIRONMENTAL CONDITIONS, REGULATORY CONDITIONS, AND OTHER CONDITIONS RELATING THERETO ARE BEING MADE AVAILABLE TO LESSEE IN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS LEASE. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, AS LIMITED AND CONTROLLED BY THIS LEASE, COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY, REGARDING THE CONDITION, STATE OF REPAIR, SUITABILITY, ACCESSIBILITY, AVAILABILITY, VALUE, EXPENSE OF OPERATION, INCOME POTENTIAL, COMPLIANCE OR NON-COMPLIANCE WITH APPLICABLE LAW, PERMITTING STATUS, REGULATORY STATUS, ENVIRONMENTAL CONDITION, SOIL CONDITION, GROUNDWATER CONDITION, LEACHATE CONDITION, GAS CONDITION, WASTE CONDITION, HAZARDOUS SUBSTANCE CONDITION, OR ANY OTHER FACT OR CONDITION AFFECTING THE LANDFILL, PROJECT SITE, EASEMENT AREAS, OR ANY PORTION THEREOF. LESSEE ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS LEASE AFTER FULL INVESTIGATION, OR WITH THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATION AS LESSEE DEEMS NECESSARY, AND HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, COVENANT, OR PROMISE OF COUNTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, AS LIMITED AND CONTROLLED BY THIS LEASE. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE WAIVES AND RELEASES COUNTY FROM ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE CONDITION, OPERATION, ACCESSIBILITY, AVAILABILITY, ECONOMIC PERFORMANCE, ENVIRONMENTAL CONDITION, REGULATORY CONDITION, OR LEGAL STATUS OF THE LANDFILL, PROJECT SITE, EASEMENT AREAS, OR ANY PORTION THEREOF, INCLUDING CLAIMS RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES OR MATERIALS UNDER ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAW, EXCEPT ONLY TO THE LIMITED EXTENT SUCH CLAIMS ARE CAUSED SOLELY BY COUNTY'S OWN NEGLIGENT OR WRONGFUL ACT AFTER THE EFFECTIVE DATE AND ARE NOT BARRED OR LIMITED BY APPLICABLE LAW, SECTION 768.28, FLORIDA STATUTES, SOVEREIGN IMMUNITY, APPROPRIATIONS LAW, OR ANY OTHER LIMITATION, DEFENSE, OR IMMUNITY AVAILABLE TO COUNTY.

10. Taxes.

Lessee shall pay when due any and all taxes, assessments, charges, fees, fines, penalties, interest, and similar governmental or utility impositions arising from or attributable to Lessee, Lessee's property, the Project, the Project Site, the Easement Areas, Lessee's Operations, or Lessee's rights under this Lease or the Performance Contract (collectively, "Taxes"). Lessee shall reimburse County for any Taxes paid or incurred by County to the extent arising from or attributable to Lessee, Lessee's property, the Project, the Project Site, the

Easement Areas, Lessee's Operations, or Lessee's rights under this Lease or the Performance Contract, within fifteen (15) days after Lessee's receipt of an invoice and available supporting documentation. Lessee shall indemnify, defend, and hold harmless County from and against any Taxes for which Lessee is responsible. Nothing in this Section shall obligate County to pay Taxes for which Lessee is responsible, waive any exemption or immunity of County, or limit County's right to contest any Taxes in good faith. Lessee remains responsible for all federal, state, and local taxes imposed upon Lessee under Applicable Law, including personal property, real property, sales, service, income, utility, or other taxes.

11. Default and Remedies.

a. **Events of Default.**

An "**Event of Default**" hereunder means a Party's failure to perform, or breach of, any material term, provision, condition, covenant, warranty, representation, or promise expressly applicable to such Party under this Lease which, unless another period is specified herein or in the Performance Contract with respect to such failure or breach, continues beyond thirty (30) days after the defaulting Party receives written notice of such failure or breach ("**Notice of Default**") from the non-defaulting Party. If an Event of Default by Lessee cannot be cured within the applicable cure period and cannot be cured by the payment of money, such period may be extended only to the extent County determines necessary and appropriate, but not more than ninety (90) days from the date Lessee receives the relevant Notice of Default, and only if Lessee is diligently and continuously pursuing such cure and the continued default does not impair safety, regulatory compliance, County operations, the Landfill, the Project Site, any Easement Area, County's rights, restoration, surrender, title, access, public obligations, or the environment.

b. **Remedies.**

Upon the occurrence of an Event of Default by Lessee, County may exercise any one or more remedies available under this Lease, the Performance Contract, Applicable Law, applicable Permits, or equity, including termination, suspension or limitation of Lessee's rights, access control, specific performance, injunctive relief, declaratory relief and any other remedy available at law or in equity. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non defaulting Party will have the right to terminate this Lease by providing written notice to the other Party.

c. **Limitation of Liability.**

Excluding only Lessee's obligations with respect to indemnity, reimbursement, restoration, removal, surrender, lien removal,

environmental matters, Taxes, utilities, public records, statutory compliance, and other obligations owed to County under this Lease or the Performance Contract, and excluding the County's obligation to pay Termination Compensation and other amounts due under the Performance Contract, and except only to the extent expressly required by Applicable Law, neither Party will be liable to the other for any consequential, speculative, punitive, exemplary, future, incidental, special, or indirect damages, including lost profits, lost revenues, loss of business opportunity, diminution in value, financing costs, or similar damages. Nothing in this Section shall expand County's liability beyond the remedies expressly available under this Lease, the Performance Contract, Applicable Law, and the limitations of Section 768.28, Florida Statutes, nor shall this Section be construed as a waiver of County's sovereign immunity, budgetary limitations, appropriation requirements, defenses, immunities, or limitations on liability. Any payment, compensation, reimbursement, abatement, credit, offset, extension, termination payment, lost-revenue claim, lost-profit claim, or other monetary or equitable remedy claimed by Lessee as a result of any alleged County default, delay, act, omission, restriction, access limitation, utility issue, regulatory action, operational decision, funding limitation, or other matter shall be available only to the extent expressly authorized by the Performance Contract or this Lease, approved and appropriated as required by law, and not barred or limited by Applicable Law, this Lease, County's reserved rights, Section 768.28, Florida Statutes, sovereign immunity, or any other limitation, defense, or immunity available to County. County shall not be liable for any claim arising from County's exercise of reserved rights, regulatory or governmental duties, Landfill operations, emergency response, public-health or safety obligations, access control, funding or appropriation limitations, or compliance with Applicable Law or applicable Permits.

d. **Effects of Termination.**

Without further expense to County, Lessee shall, within the period specified by County and in no event later than six (6) months after the termination or expiration of this Lease unless County approves a shorter or longer period in writing, remove all Lessee property, improvements, equipment, materials, waste, debris, utilities, Project Facilities, and other items placed, installed, used, stored, released, generated, or caused to exist by or for Lessee, whether above-grade or below-grade, from the Project Site, Easement Areas, and any affected portions of the Landfill, and shall seal, cap, secure, restore, and make safe any openings, penetrations, disturbed areas, utility corridors, access routes, or other affected areas caused by such removal or by Lessee's Operations. Any post-termination lease, license, easement, access, or occupancy rights shall continue only to the extent County determines necessary for Lessee to complete County-approved removal, restoration, surrender, and closeout obligations, shall be revocable and nonexclusive, shall be without cost or liability to County, and shall remain subject at all times to County's access, safety, security, operational, traffic,

scheduling, escort, insurance, indemnity, lien-removal, regulatory, environmental, and Landfill-related requirements. If Lessee fails to timely or properly perform any removal, restoration, surrender, closeout, or related obligation, County may, without notice except as County determines practicable, perform or cause performance of such work, dispose of or store Lessee's property or materials as County determines appropriate, and recover from Lessee all costs and expenses incurred by County in connection therewith, including administrative, legal, engineering, consultant, environmental, permitting, testing, monitoring, disposal, storage, restoration, repair, replacement, professional-service, contractor, oversight, access-control, and enforcement costs. Any Lessee property not removed within the applicable period may, at County's election and without limiting County's remedies, be deemed abandoned ; provided that County shall not deem abandoned, dispose of, or take title to any Project Facilities, treatment equipment, or media of material value without first providing Lessee not less than thirty (30) days' written notice and a reasonable opportunity to remove the same, except where County reasonably determines immediate action is required to address an Emergency Condition. but such deemed abandonment shall not relieve Lessee of any removal, restoration, reimbursement, indemnity, environmental, lien-removal, or other obligation. All obligations under this Section shall survive expiration or termination of this Lease.

12. Indemnity and Insurance.

a. **Indemnity.**

Lessee shall indemnify, defend, reimburse, and hold harmless County and its officers, employees, agents, representatives, successors, and assigns from and against any and all third-party claims, losses, liabilities, damages, fines, penalties, costs, expenses, demands, actions, proceedings, causes of action, judgments, and obligations, including legal, administrative, professional-service, consultant, engineering, environmental, testing, monitoring, restoration, removal, and enforcement costs, to the extent arising from or attributable to Lessee, Lessee's Operations, the Project, the Project Facilities, the Project Site, the Easement Areas, any Hazardous Materials or environmental matters, Taxes, utilities, reimbursement obligations, restoration, restoration enforcement, surrender, removal, lien removal, statutory compliance, or any act or omission of Lessee or any person acting by, through, or under Lessee, including negligence, willful misconduct, violation of Applicable Law, violation of applicable Permits, or breach of this Lease or the Performance Contract. County shall have no indemnification obligation except to the limited extent expressly required by Applicable Law and Section 768.28, Florida Statutes, and only from legally available and lawfully appropriated funds. Nothing in this Section shall waive or limit County's sovereign immunity, defenses, immunities, or statutory limitations of liability.

b. **Insurance.**

At all times during the Term, Lessee shall obtain and maintain all insurance coverage required by the Performance Contract, this Lease, Applicable Law, and County requirements, and shall provide evidence of such coverage to County upon request. County's insurance obligations, if any, shall be limited to any express self-insurance or risk-management obligations approved by County in writing and shall remain subject at all times to sovereign immunity, Section 768.28, Florida Statutes, legally available and lawfully appropriated funds, County policies, and Applicable Law. Nothing in this Lease or the Performance Contract shall require County to purchase commercial insurance, waive sovereign immunity, expand County liability, or create any third-party beneficiary rights unless expressly required by Applicable Law.

13. Assignment.

Lessee may not assign this Lease, in whole or in part, without County's prior written consent, which may be granted, conditioned, or withheld in County's sole discretion. County may assign this Lease, in whole or in part, without Lessee's consent to any successor governmental owner or operator of the Landfill or other public entity assuming ownership, operation, or regulatory responsibility for the Landfill.

14. Condemnation and Casualty.

a. **Condemnation.**

If, during the Term, there is a taking for any public or quasi-public use under any Applicable Laws or by right of eminent domain of the Landfill or any material portion of the Landfill that renders the remaining portion of the Project Site and Easement Areas unfeasible for use by Lessee, as determined by County in its reasonable discretion after consultation with Lessee, either Party shall have the right to terminate this Lease and the Performance Contract upon written notice, such termination to be effective at the time the condemning authority shall take actual possession of the affected portion of the Landfill. Such termination shall be without prejudice to the rights of either Party to recover compensation from the condemning authority for any loss or expense caused by such condemnation. The proceeds of any condemnation award shall be allocated and paid out as follows, and in the following order: first, County will receive the portion thereof allocable to its fee interest in the Landfill and any impairment of County's ownership, operation, maintenance, regulatory compliance, replacement, relocation, or use of the Landfill, as applicable; second, Lessee will receive any remaining portion thereof allocable solely to Lessee's compensable interest, if any, in the Project Site, but not in diminution of County's fee interest or Landfill-related recovery.

b. **Casualty.**

In the event of damage by fire or other casualty event to the Project Site or the Project that County determines renders the Project Site or Project infeasible for continued use or repair within ninety (90) days without impairing Landfill operations, regulatory compliance, public health or safety, property, or the environment, either Party may terminate this Lease and the Performance Contract upon thirty (30) days written notice to the other Party. Any repair, restoration, continued access, or continued use following a casualty shall be subject to County's prior written approval and County's operational, safety, security, regulatory, environmental, access-control, and other requirements. No County decision, restriction, interruption, delay, access control, suspension, denial, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations following a casualty shall constitute interference with Lessee's rights, breach of this Lease, or give rise to any liability of County, if County reasonably determines that such matter is necessary for any governmental, regulatory, operational, public, safety, security, emergency, compliance, Landfill-related, or environmental purpose.

15. Miscellaneous.

a. **Survival.**

In the event of any termination or expiration of this Lease, all provisions that expressly survive or that by their nature should survive shall survive to the extent permitted by law and to the extent necessary to protect County's rights and give effect to the Parties' obligations.

b. **Force Majeure.**

Neither Party will be responsible to the other Party for damages, loss, injury, or delay caused solely by a Force Majeure Event to the extent such Force Majeure Event actually prevents performance and the affected Party gives prompt notice and uses diligent efforts to mitigate the effect of such event. Notwithstanding the foregoing, Force Majeure shall not excuse or delay Lessee's payment, reimbursement, indemnity, insurance, public-records, statutory compliance, environmental, restoration, removal, surrender, safety, security, access-control, lien-removal, or other County-protective obligations, except to the limited extent County expressly agrees in writing or Applicable Law expressly requires otherwise.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, tropical storm, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different

nature, existing or future; provided that the cause, whether or not enumerated in this Lease, is beyond the control and without the fault or negligence of the Party seeking relief under this Lease. Notwithstanding the foregoing, no County governmental, regulatory, permitting, enforcement, emergency-response, operational, safety, security, environmental, public-health, public-welfare, access-control, funding, appropriation, or Landfill-related act, omission, condition, decision, requirement, restriction, or delay shall be construed to limit County's reserved rights, create any County obligation to accommodate Lessee, constitute a County default, or constitute a Force Majeure Event excusing Lessee's payment, reimbursement, indemnity, insurance, public-records, statutory compliance, environmental, restoration, removal, surrender, safety, security, access-control, lien-removal, or other County-protective obligations unless and only to the extent expressly required by Applicable Law.

Notwithstanding the foregoing, a change in the quantity, availability, composition, or quality of SEWRF Wastewater resulting from the County's delivery of wastewater materially exceeding the Minimum Influent Standard shall not be charged against Lessee, and no Force Majeure Event shall reduce Lessee's Minimum Volume Commitment credit or Termination Compensation rights under the Performance Contract except to the extent expressly provided therein.

c. **No Waiver.**

No waiver of any right, power, privilege, default, breach, or remedy under this Lease shall be effective unless in writing and signed by the Party against which the waiver is asserted. No delay, omission, course of dealing, acceptance of payment, approval, inspection, review, or failure to enforce any provision shall operate as a waiver of any right or remedy, and any waiver shall be limited to the specific matter expressly waived.

d. **Severability.**

If any term or provision of this Lease is held invalid, illegal, or unenforceable, the remainder of this Lease shall remain in full force and effect to the fullest extent permitted by law. To the extent permitted by law, the invalid, illegal, or unenforceable term or provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving, as nearly as possible, the Parties' intent and County's ownership, regulatory, operational, public, safety, environmental, and sovereign-immunity interests.

e. **Independent Contractors.**

The Parties will always be independent contractors of each other hereunder; there shall be no agency, partnership, employment, joint

venture, or like relationship formed between them by virtue of this Lease or their respective performance hereunder.

f. **Third-Party Beneficiaries, Successors, and Assigns.**

This Lease is solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to, and shall not, confer any rights, remedies, claims, or benefits on any third party not a signatory hereto. This Lease shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns, subject at all times to the assignment restrictions, County's reserved rights, and the limitations set forth herein.

g. **Notices.**

Any notice or communication required hereunder will be in writing and will be deemed received (i) three (3) days after mailing, if via first class U.S. mail, postage prepaid, or (ii) when shown, if sent via registered or certified mail, return receipt requested, in each case to the recipient at its address below. Communication via email shall not constitute legal notice and email addresses are provided as a courtesy. A Party may change its address for notice from time to time pursuant to this Section.

If to County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County
County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205

If to Lessee:

CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151
Email: bgalvano@grimesgalvano.com

16. Amendment.

This Lease may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, extended, assigned, waived, or terminated, in whole or in part, other than as expressly provided herein, except by a written instrument executed by all Parties and approved by the Board to the extent required by law or County policy. No course of conduct, approval, inspection, review, notice, email communication, oral statement, or administrative act shall amend this Lease or waive any County right unless expressly set forth in such written instrument.

17. Governing Law and Venue.

This Lease and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Venue shall be in the 12th Judicial Circuit Court of the State of Florida, Manatee County Division, unless removed to the Federal Middle District of Florida, Tampa Division. The Parties irrevocably submit to the jurisdiction of such courts.

18. Public Records.

Pursuant to Section 119.0701, Florida Statutes, to the extent Lessee is performing services on behalf of County, Lessee shall:

a. Keep and maintain public records that would ordinarily be required by County to perform the service.

b. Upon request from County's custodian of public records, provide County 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.

c. Ensure that records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease and following completion of this Lease if Lessee does not transfer the records to County.

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

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

19. No Waiver of Sovereign Immunity.

Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Lease. No term or condition contained in this Lease shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

20. Anti-Human Trafficking.

Lessee shall provide County with a sworn affidavit herein attached as Exhibit D to be signed by an officer or a representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be provided to County on or before the Effective Date and at the commencement of each

renewal of the Term. This Lease shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

21. Foreign Countries of Concern.

Pursuant to Section 287.138, Florida Statutes, Lessee must provide County with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in Lessee, and that Lessee is not organized under the laws of or has its principal place of business in a foreign country of concern ("**Foreign Countries of Concern Affidavit**"). The Foreign Countries of Concern Affidavit must be in a form substantially similar to Exhibit E; provided, however, that Exhibit E and any affidavit delivered thereunder shall not modify, limit, or supersede any representation, covenant, default right, termination right, statutory compliance obligation, or County remedy set forth in this Lease or required by Applicable Law. This Lease shall not be effective unless and until County receives the Foreign Countries of Concern Affidavit from Lessee, and Lessee must provide an updated Foreign Countries of Concern Affidavit to County on or before the commencement of any renewal or extension of this Lease.

22. Non-Discrimination.

a. Lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Lease on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.134(3)(a), Florida Statutes:

   An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

b. Lessee warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If

subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

23. Scrutinized Companies.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Lease constitutes certification by Lessee that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Lessee further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Lessee acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Lessee further understands that the Lease with County for goods or services of any amount may be terminated at County's option if Lessee (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

24. Public Entity Crimes.

a. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. Lessee warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

25. E-Verify.

Lessee and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Lease, Lessee certifies that, if applicable and required by law, Lessee and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095(5), Florida Statutes. This article serves as notice to Lessee regarding the requirements of Section 448.095, Florida Statutes, and County's rights and obligations under Section 448.095 if County has a good faith belief that Lessee has knowingly violated Section 448.09(1), Florida Statutes. If this Lease is terminated pursuant to Section 448.095, Florida Statutes, Lessee will not be eligible for the award of a public contract for at least one (1) year after the date of such termination and will be liable for any additional costs incurred by County due to such termination.

26. No Development Rights Conferred.

The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Lease shall: (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County

Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

27. County Access.

In addition to the rights reserved to the County in this Lease and the Performance Contract, County and its employees and agents shall also have the right, upon such prior notice as County determines practicable under the circumstances, to access the Project and to review and inspect Lessee's Operations from time to time during the term of this Lease in a manner that does not unreasonably interfere with Lessee's Operations. Such review and approval shall create no warranties by County and shall be limited to the extent necessary to satisfy County that, in County's sole judgment, Lessee's Operations on the Project Site (a) comply with Applicable Law and the terms and conditions of this Lease, (b) do not affect or interfere with County, the Landfill, or County's operations at the Landfill except as expressly contemplated herein or in the Performance Contract, and (c) are limited to permitted uses. County shall comply with Lessee's written safety rules and requirements applicable to all persons that enter the Project only to the extent such rules and requirements do not conflict with County's rights, duties, policies, Applicable Law, applicable Permits, Landfill operations, regulatory obligations, emergency response, or other governmental or public purposes.

28. Legal Fees and Costs.

Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Lease.

29. Authority to Execute.

Each Party hereto covenants to the other Party that it has lawful authority to execute and enter into this Lease.

30. Counterparts.

This Lease may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed effective as of the date set forth below.

CHEMICAL INJECTION PARTNERS FLORIDA, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

APPROVED by the Board with a quorum present and voting, on this _____, 2026.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Chairperson, Board of County Commissioners

Date: _____

ATTEST:

ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Exhibit A

Landfill

MANATEE COUNTY PARCEL #567110051

PARCEL "A" (FORMERLY PARCEL A&B): THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO: THE N1/2 OF THE NW1/4 OF SEC 6, AND ALL OF SEC 31, TWN 34 S, RNG 19 E; LESS THAT PART OF SEC 31, LYING E OF A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, PARCEL "B": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THE PROPERTY; LESS THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6, LYING NLY OF A LN WHICH IS THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6 LYING ELY OF A LN WHICH IS PAR WITH & 1690 FT ELY OF THE E LN OF THE NW1/4 OF SD SEC 6 & ANY NLY OR SLY EXT THEREOF, ALSO THAT PART OF SEC 7, TWN 35 S, RNG 19 E LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THROUGH THE PROPERTY; PARCEL "C": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N LN OF SD SEC 6, & BOUNDED ON THE W BY THE E LN OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE S BY THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT ELY OF & PAR WITH THE E LN OF THE NW1/4 OF SD SEC 6, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N BY THE N LN OF SD SEC 31, & BOUNDED ON THE W BY A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE E BY A LN, WHICH LIES 300 FT ELY OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING ON THE N BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE W BY THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY THE S LN OF SEC 31, TWN 34 S, RNG 19 E, (ALSO BEING THE N LN OF SEC 6, TWN 35 S, RNG 19 E) & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT E OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E; PARCEL "D" (FORMERLY ADAMS PROPERTY): THE N1/2 OF THE NE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS ANY PORTION CONVEYED TO E & W COAST RAILWAY IN (DB 61 PG 547); SUBJECT TO R/W AGREEMENT REC IN (485/250) & SUBJECT TO EASMNT TO FPL CO REC IN (981/3999); PARCEL "E" (OLD GUN CLUB): S1/2 OF NE1/4 SUBJECT TO EASMNT AS DESC IN (485/242); PARCEL "F" (KNOWN AS WWTP): THE N 30 AC OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS THE W 330 FT OF FPL CO EASMNT, MORE PARTICULARLY DESC AS FOL: BEG AT THE NE COR OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E; TH N 89 DEG 31 MIN 38 SEC W, ALG THE N LN OF SD SE1/4, 2320.99 FT TO THE INT WITH THE E LN OF A 330 FT WIDE FPL CO EASMNT; TH S 00 DEG 19 MIN 24 SEC W, ALG SD E EASMNT LN, PAR TO THE W LN OF SD SE1/4 & 330 FT ELY THEREFROM, 562.92 FT; TH S 89 DEG 31 MIN 38 SEC E, PAR TO THE N LN OF SD

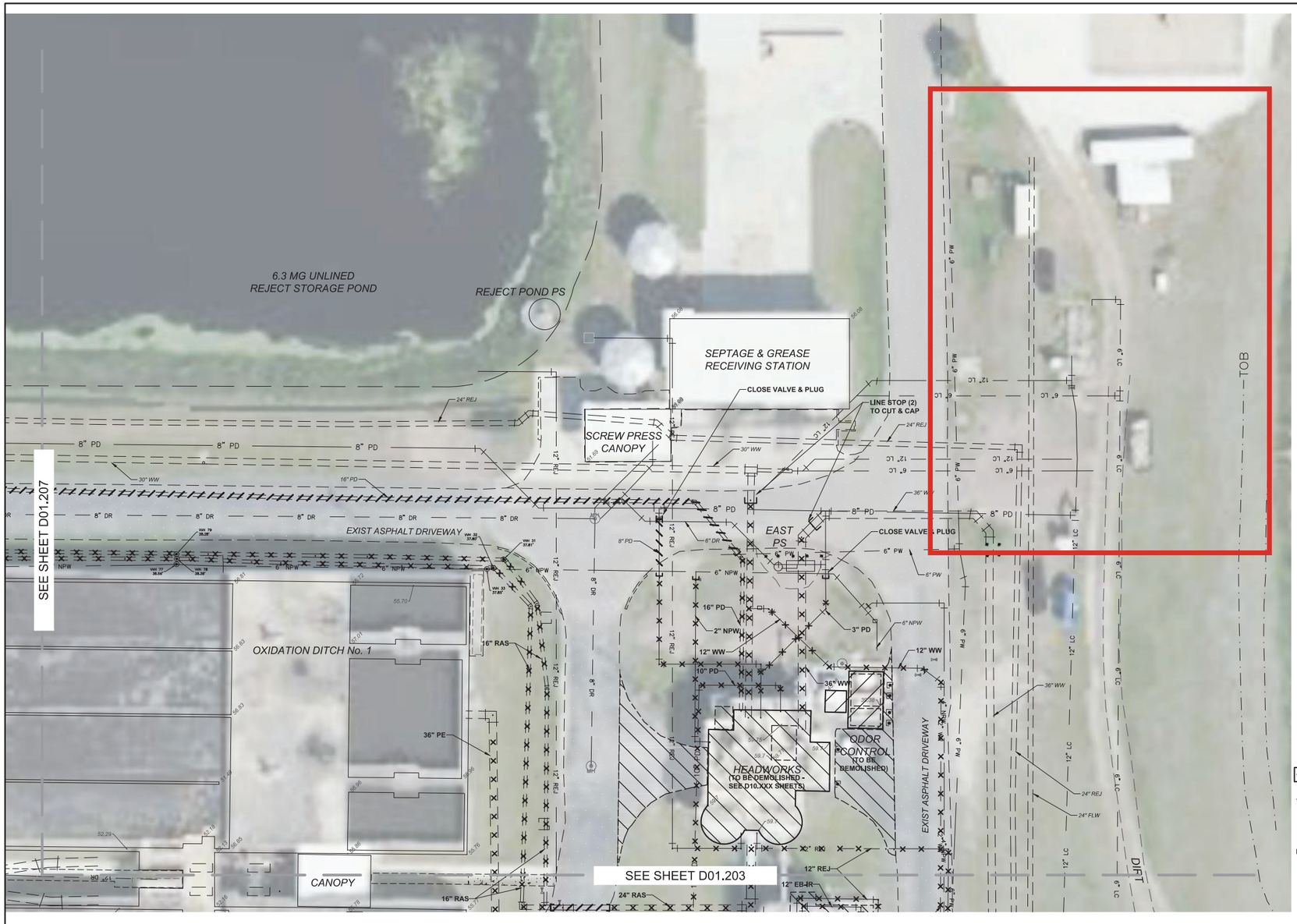
SE1/4, 2321.97 FT TO THE INT WITH THE E LN OF SD SE1/4; TH N 00 DEG 13 MIN 25 SEC E, ALG SD E LN, 562.92 FT THE POB, BEING & LYING IN THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, CONT 30 AC M/L; PARCEL "G" (UNDEVELOPED PROPERTY): THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS 30 AC PREVIOUSLY CONVEYED TO MAN CO, REC IN (947/1386), SUBJECT TO FPL CO EASMNT AS DESC IN (1006/2513); "H": ALSO BEGING AT THE NE COR OF SEC 12, TWN 35 S, RNG 18 E, TH N 89 DEG 30 MIN 21 SEC W ALG THE SEC LN BETWEEN SECS 1&12, TWN 35 S, RNG 18 E, A DIST OF 2655.59 FT M/L TO A CONC MON ON THE W LN OF FPL TRANSMISSION LN EASMNT REC IN (1006/2513); TH S ALG THE W LN OF SD FPL CO EASMNT A DIST OF 2580 FT M/L TO THE C/L OF HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); TH NLY ALG THE C/L OF SD EASMNT A DIST OF 3000 FT M/L TO A CONC MON ON THE E LN OF SD SEC 12 & 989.94 FT M/L TO THE NW COR OF SEC 12; TH NLY ALG THE E LN OF SD SEC 12, A DIST OF 989.94 FT M/L TO THE POB; SUBJ TO HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); ALSO SUBJ TO ACCESS EASMNT REC IN OR 2749/3191. PI#5671.1005/1

Exhibit B

Project Site

The following pages represent the Project Site, which sits within the Landfill (Parcel #567110051 in Exhibit A).

The Project Site is defined by the outlined red box on the following page. The additional pages are provided for more detail on the site layout for information purposes.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL A. CHIAVAROLI ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCHEL A. CHIAVAROLI P.E. No. 56335

Jacobs

McKIM&CREED
1365 Hamlet Avenue
Clearwater, Florida 33756-3331
Phone: (727) 442-7196, Fax: (727) 461-3827
CA Lic. No. 29588
www.mckimcreed.com

Manatee County FLORIDA
UTILITIES DEPARTMENT
4410 66th Street West
Bradenton, Florida 34210
(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

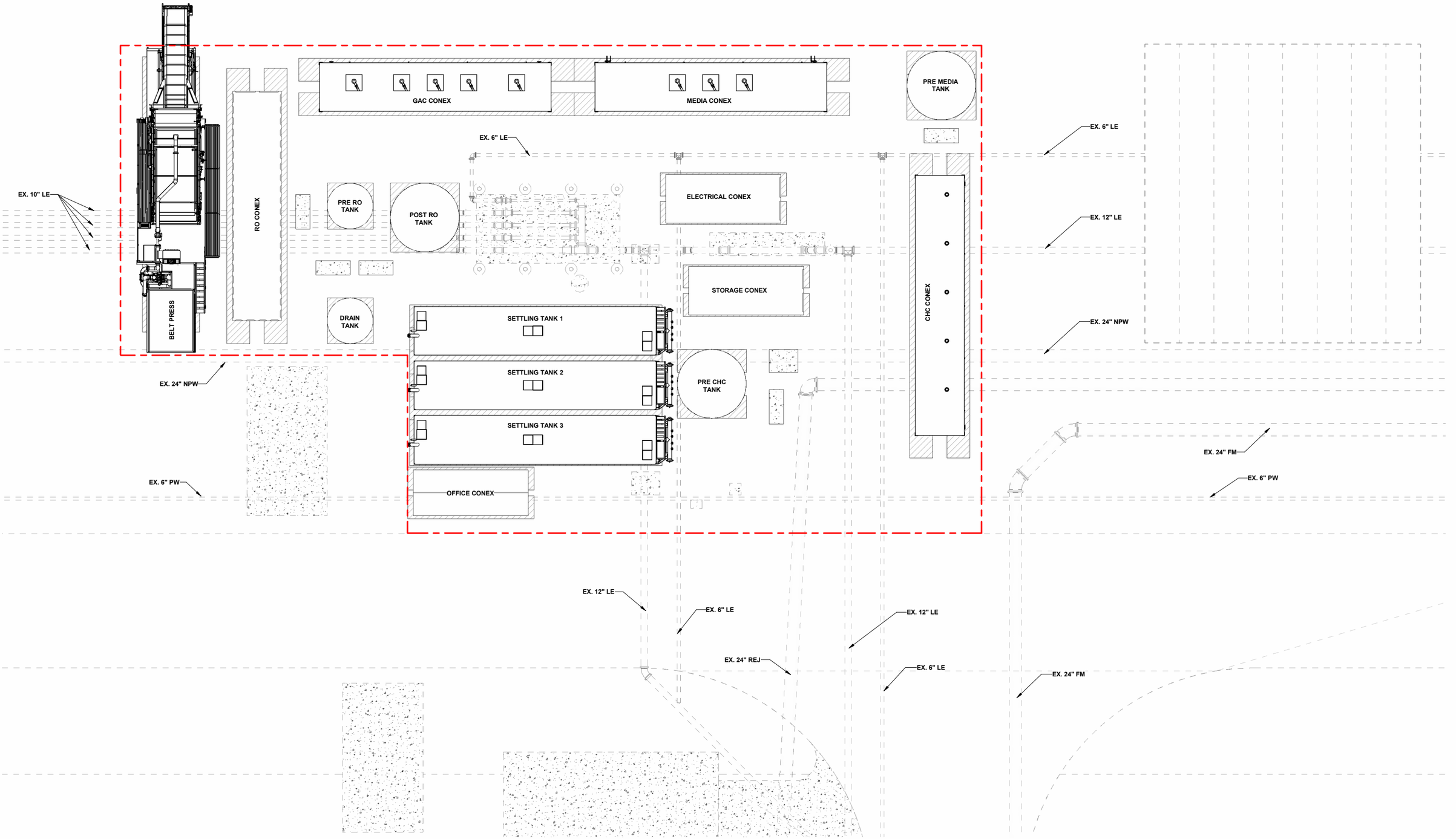
ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

C:\USERS\JKELLY\DC\ACCDOCS\MCKIM & CREED, INC-\01024-0195_MANATEE_SEWRF_CAP_IMP\PROJECT FILES\01-DESIGN\MCKIM_CREED\01-ACAD\04-SHEETS\42-DEMO\D01.2 - DEMO PLAN.DWG 06/26/2024 14:19:28 JOHN KELLY



REV. NO.	DESCRIPTION	DATE

REVISIONS

McKIM&CREED
4300 Edwards Mill Rd., Suite 200
Raleigh, North Carolina 27612
Phone: (919) 233-8091, Fax: (919) 233-8031

NC License# F-1222
www.mckimcreed.com

CHEMICAL INJECTION PARTNERS

PROJECT VIKING

MECHANICAL

SITE LAYOUT

ISSUE DATE:	APRIL, 2026
MCE PROJ. #	10029-0003
DRAWN	DES
DESIGNED	DES
CHECKED	PJL
PROJ. MGR	TPL

SCALE: 1/8" = 1'-0"

DRAWING NUMBER: M.01

REVISION:

STATUS: Pilot
Not For Construction



Key:
Dimension Tolerance: ±0'-6.0"
Black - Road and Site Outline
Red - Existing Equipment (No Mans Land)
Green - Water Storage Tanks
Blue - Conex Boxes and Belt Press
Hatched Blue - Door Swing Out
Brown - Transfer Pump Skids and Pre Filtration



PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF VORTEX CHC.
ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF VORTEX CHC IS PROHIBITED.

SIGN OFF:		UNLESS OTHERWISE SPECIFIED:		NAME	DATE
		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ±	DRAWN	RLR	01-07-2026
			CHECKED	GM	01-07-2026
			ENG APPR.	CAS	01-07-2026
			MFG APPR.		
		INTERPRET GEOMETRIC TOLERANCING PER:	Q.A.		
		MATERIAL	COMMENTS:		
NEXT ASSY	USED ON	FINISH			
APPLICATION		DO NOT SCALE DRAWING			

Vortex CHC
121 Interpark Dr. # 704
San Antonio, Texas

TITLE: CIP Manatee Site Layout

SIZE	DWG. NO.	REV
D		A

SCALE: 1:80	WEIGHT:	SHEET 1 OF 1

Property Record Card

Created at: https://www.manateepao.gov on February 3, 2026

Parcel ID:	567110051
Ownership:	MANATEE COUNTY
Owner Type:	UTILITIES
Mailing Address:	MANATEE COUNTY, P O BOX 1000, BRADENTON FL 34206
Situs Address:	3009 LENA RD, BRADENTON, FL 34211
Jurisdiction:	UNINCORPORATED MANATEE COUNTY
Tax District:	0310; EAST MANATEE FIRE RESCUE DISTRICT
Sec/Twp/Rge:	01-35S-18E
Neighborhood:	4619; MISC.AC SR 64 AND LENA RD
Parcel Type:	REAL PROPERTY
Parcel Created:	08/03/1994
Map Number:	5CN0
FEMA Value:	$2,036,680 as of January 1, 2025
Land Use:	8600; COUNTY
Land Size:	1,170.0000 Acres or 50,965,200 Square Feet
Building Area:	29,566 SqFt Under Roof / 24,170 SqFt Living or Business Area / 672 SqFt Residential Impervious Area
Living Units:	1
Commercial Bldgs:	6
Residential Bldgs:	1



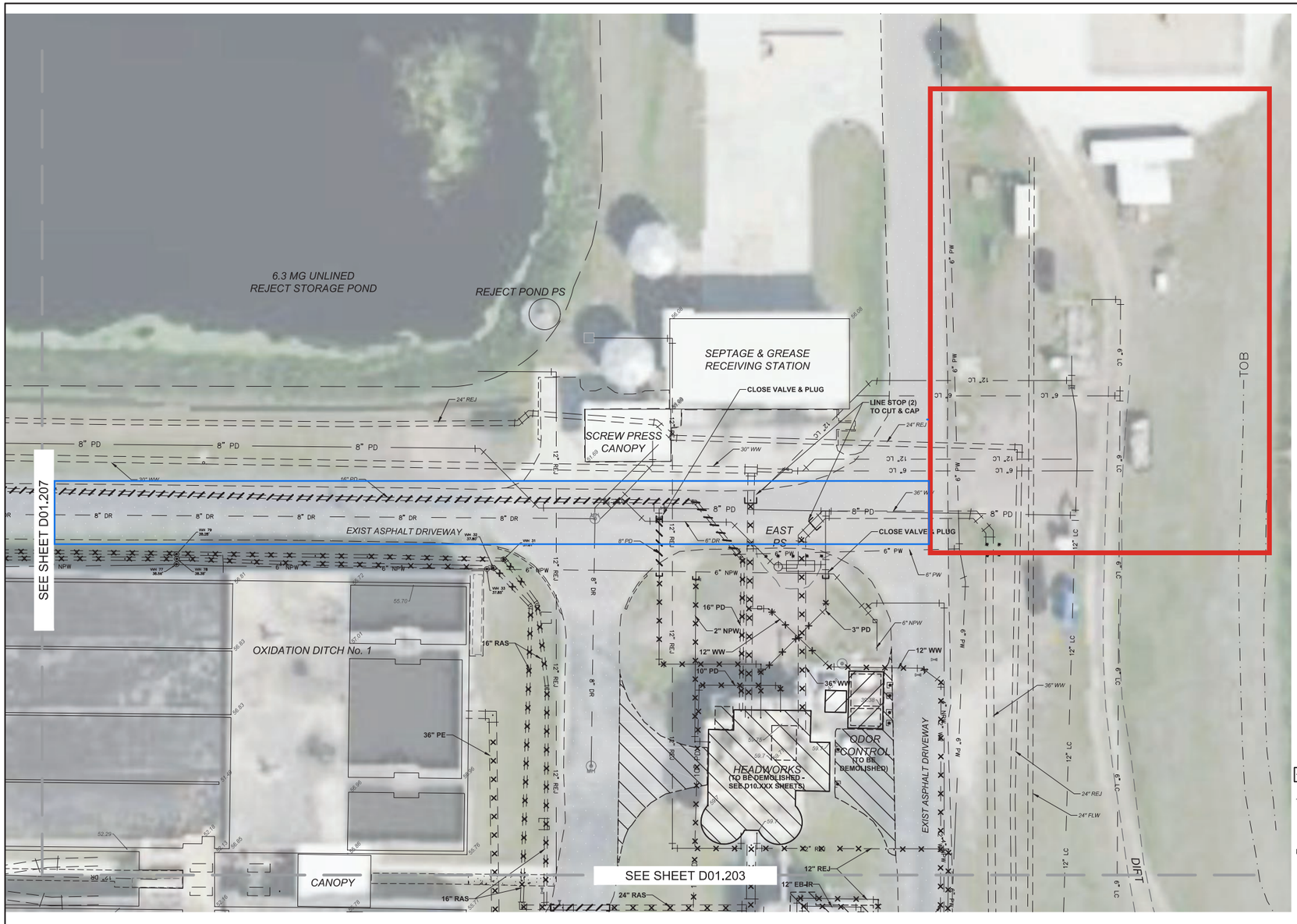
DESCRIPTION

PARCEL "A" (FORMERLY PARCEL A&B): THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO: THE N1/2 OF THE NW1/4 OF SEC 6, AND ALL OF SEC 31, TWN 34 S, RNG 19 E; LESS THAT PART OF SEC 31, LYING E OF A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, PARCEL "B": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THE PROPERTY; LESS THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6, LYING NLY OF A LN WHICH IS THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6 LYING ELY OF A LN WHICH IS PAR WITH & 1690 FT ELY OF THE E LN OF THE NW1/4 OF SD SEC 6 & ANY NLY OR SLY EXT THEREOF, ALSO THAT PART OF SEC 7, TWN 35 S, RNG 19 E LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THROUGH THE PROPERTY; PARCEL "C": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N LN OF SD SEC 6, & BOUNDED ON THE W BY THE E LN OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE S BY THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT ELY OF & PAR WITH THE E LN OF THE NW1/4 OF SD SEC 6, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N BY THE N LN OF SD SEC 31, & BOUNDED ON THE W BY A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE E BY A LN, WHICH LIES 300 FT ELY OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING ON THE N BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE W BY THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY THE S LN OF SEC 31, TWN 34 S, RNG 19 E, (ALSO BEING THE N LN OF SEC 6, TWN 35 S, RNG 19 E) & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT E OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E; PARCEL "D" (FORMERLY ADAMS PROPERTY): THE N1/2 OF THE NE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS ANY PORTION CONVEYED TO E & W COAST RAILWAY IN (DB 61 PG 547); SUBJECT TO R/W AGREEMENT REC IN (485/250) & SUBJECT TO EASMNT TO FPL CO REC IN (981/3999); PARCEL "E" (OLD GUN CLUB): S1/2 OF NE1/4 SUBJECT TO EASMNT AS DESC IN (485/242); PARCEL "F" (KNOWN AS WWTP): THE N 30 AC OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS THE W 330 FT OF FPL CO EASMNT, MORE PARTICULARLY DESC AS FOL: BEG AT THE NE COR OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E; TH N 89 DEG 31 MIN 38 SEC W, ALG THE N LN OF SD SE1/4, 2320.99 FT TO THE INT WITH THE E LN OF A 330 FT WIDE FPL CO EASMNT; TH S 00 DEG 19 MIN 24 SEC W, ALG SD E EASMNT LN, PAR TO THE W LN OF SD SE1/4 & 330 FT ELY THEREFROM, 562.92 FT; TH S 89 DEG 31 MIN 38 SEC E, PAR TO THE N LN OF SD SE1/4, 2321.97 FT TO THE INT WITH THE E LN OF SD SE1/4; TH N 00 DEG 13 MIN 25 SEC E, ALG SD E LN, 562.92 FT THE POB, BEING & LYING IN THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, CONT 30 AC M/L; PARCEL "G" (UNDEVELOPED PROPERTY): THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS 30 AC PREVIOUSLY CONVEYED TO MAN CO, REC IN (947/1386), SUBJECT TO FPL CO EASMNT AS DESC IN (1006/2513); "H": ALSO BEGING AT THE NE COR OF SEC 12, TWN 35 S, RNG 18 E, TH N 89 DEG 30 MIN 21 SEC W ALG THE SEC LN BETWEEN SECS 1&12, TWN 35 S, RNG 18 E, A DIST OF 2655.59 FT M/L TO A CONC MON ON THE W LN OF FPL TRANSMISSION LN EASMNT REC IN (1006/2513); TH S ALG THE W LN OF SD FPL CO EASMNT A DIST OF 2580 FT M/L TO THE C/L OF HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); TH NLY ALG THE C/L OF SD EASMNT A DIST OF 3000 FT M/L TO A CONC MON ON THE E LN OF SD SEC 12 & 989.94 FT M/L TO THE NW COR OF SEC 12; TH NLY ALG THE E LN OF SD SEC 12, A DIST OF 989.94 FT M/L TO THE POB; SUBJ TO HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); ALSO SUBJ TO ACCESS EASMNT REC IN OR 2749/3191. PI#5671.1005/1

Exhibit C-1

Access Easement Area

The following page illustrates the Access Easement Area, which may consist of one or more access corridors or depicted areas, within the Landfill and leading to the Project Site. Lessee's rights within the Access Easement Area are limited, nonexclusive, and solely for pedestrian and vehicular ingress, egress, and access to and from the Project Site by means of the existing roadway and only to the extent necessary, as determined by County in its reasonable discretion, for Lessee's performance of the Performance Contract and Lessee's Operations. Lessee's use of the Access Easement Area shall remain subject and subordinate at all times to County's ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, and use of the Landfill, County's reserved rights of access, inspection, oversight, traffic control, temporary closure, rerouting, relocation, and emergency response, and County's safety, security, traffic, operational, and environmental requirements, as determined by County. Lessee shall not obstruct, damage, alter, improve, or expand any roadway or other portion of the Access Easement Area, park or store vehicles, equipment, materials, or supplies thereon, or interfere with County's operations at the Landfill, except as expressly authorized in advance by County in writing. County may temporarily or permanently restrict, reroute, suspend, relocate, modify, condition, or control access through the Access Easement Area as County determines necessary or appropriate for Landfill operations, public health or safety, regulatory compliance, maintenance, emergency response, protection of persons or property, environmental protection, or any other governmental, regulatory, operational, public, or environmental purpose. No such County action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations shall constitute interference with Lessee's access rights, breach of this Lease, or give rise to any liability of County. County may, but shall not be obligated to, provide alternate access to the Project Site when practicable and when doing so does not impair County's operations, regulatory obligations, public duties, or environmental responsibilities.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

REV.NO.	DESCRIPTION	DATE

REVISIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MITCHEL A. CHIAVAROLI ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MITCHEL A. CHIAVAROLI P.E. No. 56335

Jacobs

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Manatee County FLORIDA

UTILITIES DEPARTMENT
4410 66th Street West
Bradenton, Florida 34210
(941) 792-8811

SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

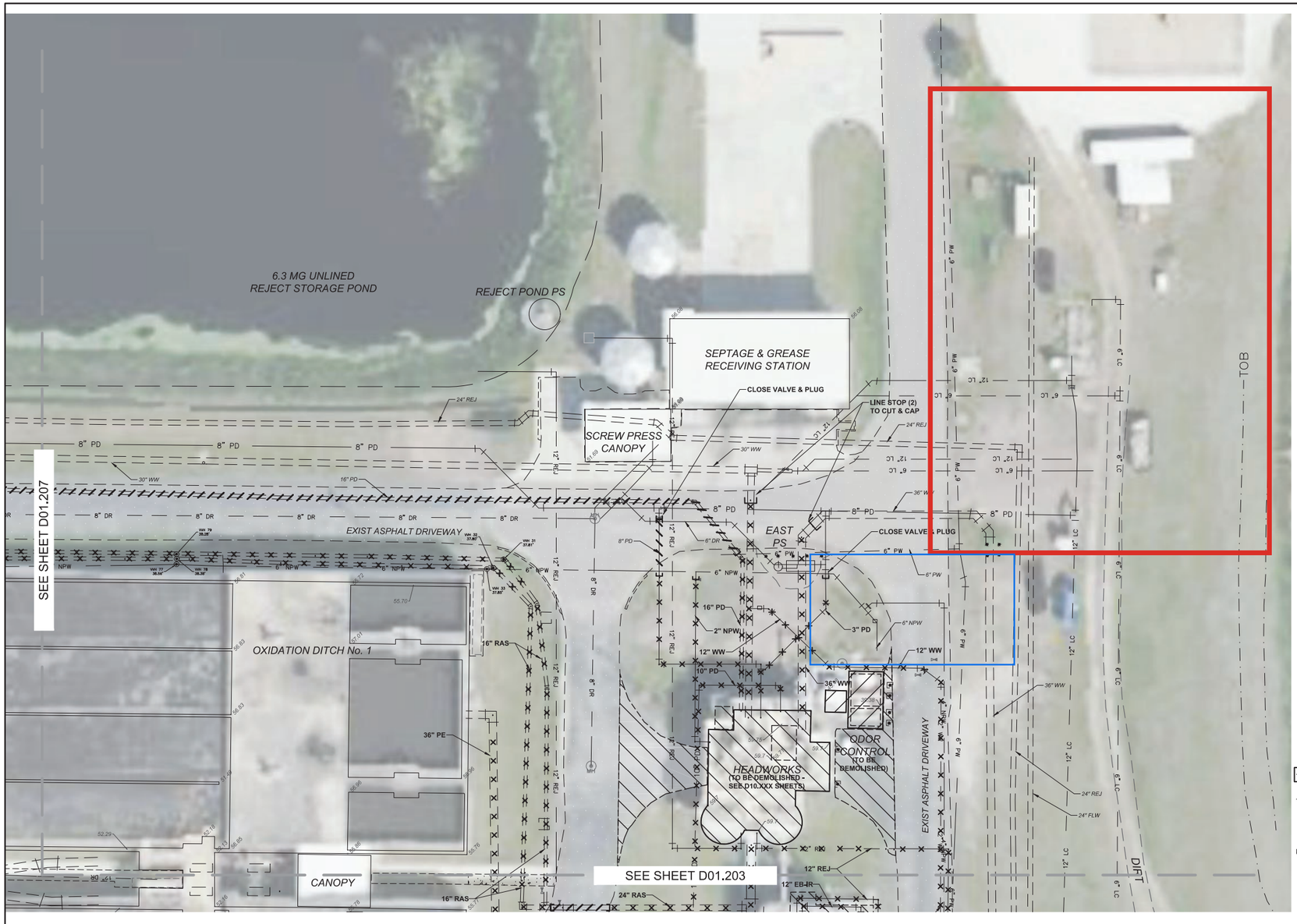
STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

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Exhibit C-2

Pipeline Easement Area

The following page illustrates the Pipeline Easement Area within the Landfill and leading to the Project Site.



20' 0 20' 40'

SCALE: 1"=20' (Horiz.)

N

POTHOLE IDENTIFICATION	UTILITY SIZE	DEPTH (TOP OF PIPE)
VVH 31	16" RAS	33.87
VVH 32	16" RAS	32.6
VVH 33	6.5" NPW	35.21
VVH 77	7" PVC	35.36
VVH 78	16" RAS	32.48
VVH 79	16" RAS	33.18

DEMOLISHED BUILDING, ROAD, CONCRETE

PIPE TO BE ABANDONED IN PLACE AND GROUTED

PIPE TO BE REMOVED

CUT & CAP

NOTES:

1. ALL ABANDONED PIPE TO BE REMOVED AS REQUIRED UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL CUT & CAP PIPE AS NECESSARY TO COMPLETE GROUT FILL OPERATIONS
3. CONTRACTOR TO COORDINATE EXTENT OF REMOVAL/ABANDONMENT W/ PROPOSED YARD PIPING PLAN.

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SERWRF CAPACITY IMPROVEMENTS - PH A

DEMOLITION

EXISTING SITE & DEMOLITION PLAN (6)

ISSUE DATE:	JUNE 2024
MCE PROJ. #	01024-0195
DRAWN	JPK
DESIGNED	MAC
CHECKED	MAC
PROJ. MGR.	MAC

SCALE	
HORIZONTAL:	AS NOTED
VERTICAL:	AS NOTED

DRAWING NUMBER: D01.206

STATUS: 100% SUBMITTAL NOT FOR CONSTRUCTION

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Exhibit C-3

Electric Easement Area

[TO BE PROVIDED BY FPL AND APPROVED BY COUNTY IN WRITING UPON FINAL PROJECT APPROVAL; NO ELECTRIC EASEMENT AREA SHALL BE DEFINED, EFFECTIVE, OR ENFORCEABLE UNLESS AND UNTIL INCORPORATED INTO THIS LEASE BY A WRITTEN AMENDMENT APPROVED BY COUNTY. NO FPL DESCRIPTION, UTILITY REQUIREMENT, PROJECT DOCUMENT, OR PERFORMANCE CONTRACT PROVISION SHALL EXPAND OR DEFINE THE ELECTRIC EASEMENT AREA ABSENT SUCH AMENDMENT.]

EXHIBIT D

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental Entity, and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____
Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____
Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT E

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. I hereby attest that:
    a. Entity is not owned by the government of a foreign country of concern;
    b. No government of a foreign country of concern has a controlling interest in Entity; and
    c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, "controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

_____

Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of
☐ physical presence or
☐ online notarization
this _____ day of _____, 2026, by Mark Stout, who
☐ is personally known to me or
☐ has produced _____ as identification.
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____
Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Government Relations Department
Economic Development Division
9000 Town Center Parkway
Lakewood Ranch, Florida 34202
Post Office Box 1000
Bradenton, Florida 34206
Phone number: (941) 748-4501

MEMORANDUM

To: Board of County Commissioners

From: Charlie Bishop, County Administrator CHB

Date: August 27, 2026

Subject: Recommendation report to declare property as surplus and authorize its lease for a portion of the property located at: 3333 Lena Road, Bradenton, Florida 34211.

1. **Any potential use of the parcel for a county purpose**: At this time, although the parent parcel contains and supports operations for the Lena Road Landfill and the Southeast Water Reclamation Facility (SEWRF), the specific portion proposed for Lease (Leased Area) has no identified county use and may be available for wastewater treatment support activities.

2. **Potential lessee of the property, if known**; Potential Lessee, Chemical Injection Partners Florida, a Florida limited liability company LLC d/b/a CIP Solutions (Lessee) with offices located at 6230 University Parkway, Suite 201, Lakewood Ranch, Florida 34240.

3. **Current zoning, site dimensions, and other factors related to use of the site**; The subject property currently supports operations for the Lena Road Landfill and the Southeast Water Reclamation Facility (SEWRF), a wastewater treatment plant that produces landfill leachate and biosolids filtrate. The site is zoned "PD-MU" and "PD-PI." The area proposed for lease comprises approximately 11,200 square feet.

4. **Value estimate**; The subject parcel has an estimated annual lease rate of $19,000.00, based on an in-house valuation completed by Manatee County's Real Property Appraiser, David Hummel, on August 26, 2026.

5. **Recommended Lease Conditions (e.g., limitation on access or use)**; Lessee may occupy and use the Leased Area only as necessary to provide wastewater-treatment support services and must do so in full compliance with all applicable County land-development regulations.

VACANT District 1 | AMANDA BALLARD District 2 | TAL SIDDIQUE District 3 | MIKE RAHN District 4 | DR. BOB MCCANN District 5 | JASON BEARDEN At Large | GEORGE W. KRUSE At Large

6. **Estimated costs associated with the lease to be paid by the county, if any**; According to the agenda item's cover sheet, Manatee County will pay the Lessee approximately $4.2 to $4.5 million per year for the volume of SEWRF wastewater treated.

I recommend leasing this property and moving forward with the lease and access agreement for the designated portion of the site, in accordance with Section 125.35, Florida Statutes; Article XII of Chapter 2-2 of the Manatee County Code of Ordinances; and County Ordinance 14-26.

Project Wolf – FAQ

1. **What is Project Wolf?**
   Project Wolf is the second phase of a new water treatment project at the Lena Road Landfill. It will treat difficult wastewater, including landfill leachate and biosolids, before it goes through the County's regular wastewater system. The goal is to create cleaner, reusable water while freeing up capacity at existing treatment plants. A big bonus is that it also removes up to 90% of PFAS in a proven pilot (Project Viking)

2. **How do we know the technology works?**
   The County tested the technology in 2024 and 2025 using actual Manatee County water, not just laboratory samples. The pilot was successful, and the treatment approach was validated before the County moved forward.

3. **What will Project Wolf cost residents?**
   The estimated contract is $4.2 million to $4.5 million per year for five years. The goal is to use grants, existing revenues and new revenue opportunities to reduce the amount residents have to pay over the life of the agreement. CIP Solutions will privately finance the infrastructure, treatment equipment and construction, so the County does not have to make the upfront capital investment. The agreement would be structured as an operating expense based on performance. The County plans to use several funding sources to help cover the cost, including:
   - PFAS settlement funds
   - Revenue from the County's Renewable Natural Gas project
   - Innovation and other grant funding the County plans to pursue
   - Potential future revenue from treating qualified waste streams for other communities or organizations
   - Avoided wastewater treatment costs
   - If needed, a proposed solid-waste charge estimated at about $2.75 per month

4. **What does Manatee County get in return?**
   The project will reduce the burden on existing wastewater plants, create additional treatment capacity, potentially create more reclaim water if we process others leachate, and help prepare the County for future rules involving PFAS and other contaminants. The initial system is designed to treat about 300,000 gallons per day, with a future pathway toward 1 million gallons per day.

5. **Is the County taking a risk on an experimental project?**
   The technology has already been tested in a pilot (Project Viking) on Manatee County water, and a third party test has verified the proof of concept. About 80% of the system is complete. The equipment has been manufactured and is already in Manatee County. The County's agreement is also structured around performance rather than buying the equipment outright.

6. **Why does the County need to do this now?**
   The project is a direct response to three major Utilities Department actions in the 2026 Strategic Plan: improved reclaimed water & biosolids management, implement our advanced wastewater treatment strategy, and address PFAS and emerging contaminants. Florida is increasing its focus on these areas too, with the recent passing of HB 1019. Instead of waiting for regulations to become more restrictive, Manatee County could lead, and be among the first to have a potential solution in advance.

7. **Can we get a better rate than $0.07/gal?**
   CIP offers treatment to reclaimed/reuse standards with more than 90% PFAS reduction, no upfront County capital cost, and a rate below comparable market alternatives. Typical onsite RO systems require $3–$5 million in capital, cost $0.08–$0.23/gal, and still leave a reject stream for disposal. The County's solicitation received no responses. Any lower proposal should be compared on treatment performance, residuals, uptime, and independent validation.

8. **Is CIP truly the only provider? Does it have competitors?**
   Other vendors treat PFAS in landfill leachate, biosolids, and industrial wastewater. CIP's distinction is its turnkey, modular system designed for difficult influent conditions and reclaimed/reuse treatment standards. MCG used the Sole Source Procurement Process which requires public advertisement for two weeks. No additional outside bids were submitted.

9. **Could we charge neighboring communities for leachate treatment?**
   No third-party rate structure is included in this agreement. If the project creates capacity to accept outside waste, rates should fully recover County costs and benefit County ratepayers. Rates would depend on pollutant loads, treatment requirements, capacity, and compliance costs. Indicative ranges depend on pollutant loads, method, capacity, compliance requirements:

- Common quotes: roughly $0.03–$0.16/gal depending on load and complexity.
- Advanced treatment (PFAS, tighter limits): can raise costs to roughly $0.05–$0.20/gal when stricter discharge requirements apply.

The priority is treating Manatee County's most challenging waste streams, particularly landfill leachate, separately so they no longer burden our existing wastewater system, freeing up capacity for our growing community. In the future, the facility may also be able to accept qualified waste streams from outside the County for a fee. That could help offset the County's operating costs and potentially turn the facility into a regional asset.

10. **What protects against cost increases as population grows?**
    The unit price is fixed for the five-year term and does not increase with volume. It decreases from $0.07 to $0.06/gal once annual treatment exceeds 72 million gallons.

11. **Why not also address potable water?**
    Potable water is addressed separately through the County's water strategy and Basin D project. Project Wolf complements that work by creating reclaimed/reuse water, reducing demand for potable water where reuse is appropriate. Drinking water treatment has separate regulatory and certification requirements.

12. **Is third-party verification included?**
    Yes. Pilot studies using Manatee County waste streams were analyzed by an independent laboratory and showed reclaimed/reuse treatment performance and PFAS/PFOA reductions exceeding 90%. The full-scale project includes ongoing influent and effluent testing, PFAS monitoring, and performance reporting.

13. **What health information supports PFAS removal, and why act now?**
    PFAS are persistent chemicals linked to significant health concerns. HB 1019, signed in July 2026, requires PFAS monitoring and reporting for wastewater and biosolids. Treating leachate and biosolids water before the SEWTF reduces concentrated chemical loading, supports reclaimed-water production, and prepares the County for increased regulatory requirements.

14. **How long is the agreement?**
    The initial term is five years after operations begin. Renewals are in five-year periods, and either party may decline renewal with at least 60 days' notice.

15. **What if a future Board does not renew?**
    A future Board is not required to renew. The agreement ends after the current term if the County gives notice, and each extension requires Board approval and annual appropriation.

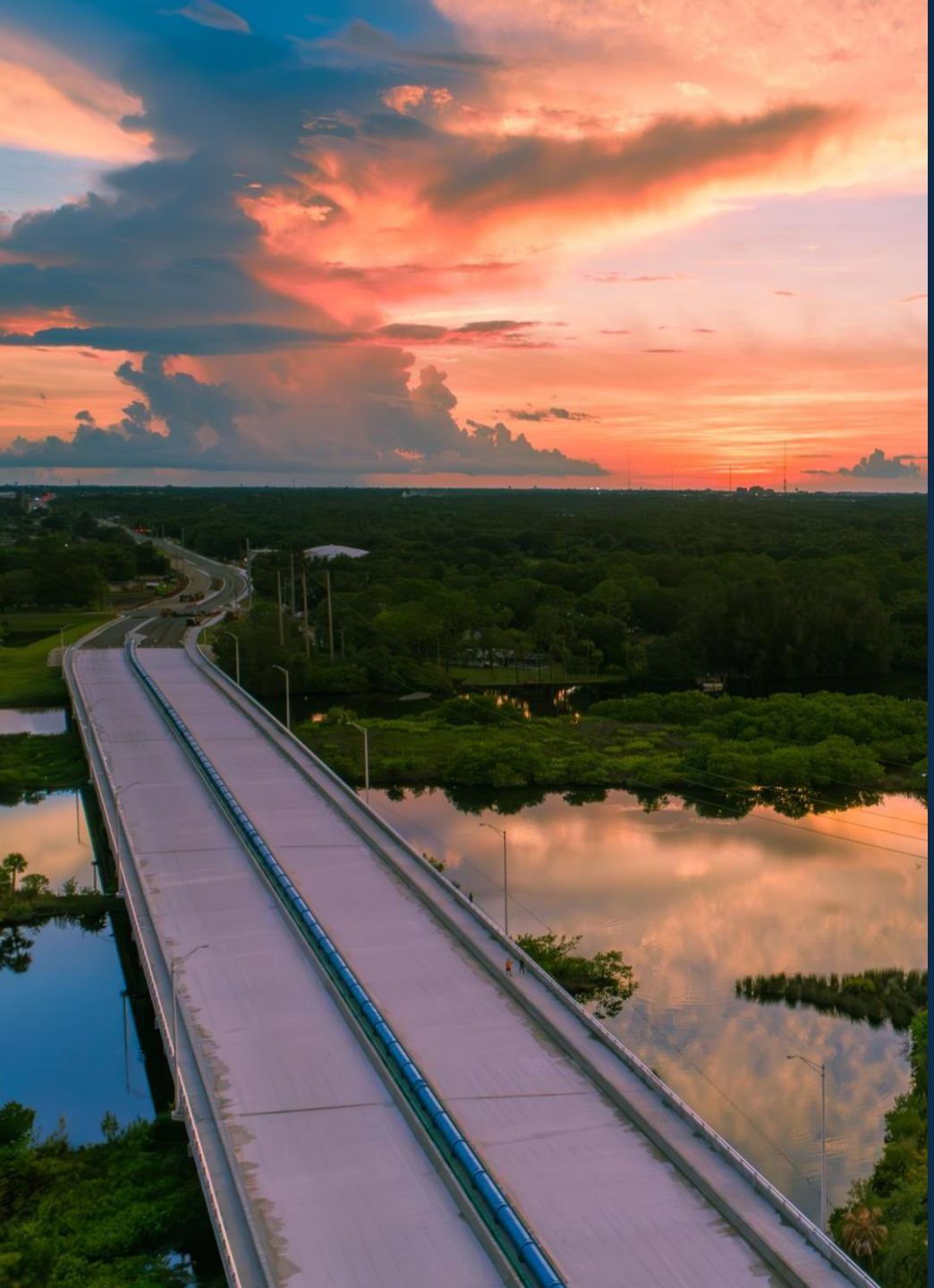
16. **How is the County protected?**
    The SEWRF remains the backup pathway for off-spec water. Standard contractual protections and this redundancy minimize County risk.

17. **Will this affect capital projects or rates?**
    The project does not affect current capital projects. MCG will use the revenue from the RNG project, as well as settlement funds, and any grant related funds. If necessary, the project may require an additional $2.75 monthly solid-waste rate increase to cover treatment costs. The vendor funds construction of the treatment facility, so the County does not take on any upfront capital cost.

18. **When will Project Wolf be operating?**
    If the Board approves the project, the remaining work includes permitting, site preparation, installation, testing and commissioning. The current target is for the treatment facility to begin full-scale operations in May 2027. About 80% of the treatment system is already complete, and the equipment has been manufactured and is physically in Manatee County.

19. **What happens if CIP does not meet the required performance standards?**
    The agreement is performance-based, with treatment standards, testing and reporting requirements used to measure performance. If treated water does not meet the required standards, the County retains its existing treatment pathway as a backup. Payments and remedies are tied to measurable performance under the final agreement.

20. **Is Project Wolf required by the State or FDEP?**
    No. Project Wolf is not currently required by the State or FDEP. Florida is increasing PFAS monitoring and accountability, and the County chose to test a solution before regulations become more restrictive and costly. Project Wolf also provides benefits today by reducing a difficult waste stream, freeing wastewater capacity and potentially creating more reclaimed/reuse water.



MANATEE COUNTY · PUBLIC UTILITIES

Project Wolf

From County Priority → Proven Pilot → **Deployment**

TODAY'S REQUESTED ACTION

Approval of the performance agreement and associated funding necessary to move Project Wolf into final deployment at the Lena Road Landfill.

This motion delivers the outcomes you set in your Strategic Plan. Approval today cements your legacy as innovators in environmental stewardship and infrastructure.

WHY WE ARE HERE

Delivering on BOC Strategic Plan

The Board told County staff what outcomes it wanted. The County went looking for a solution. That solution is now in front of you.

Manatee County Government Strategic Plan · *Adopted by the Board of County Commissioners, December 16, 2025*

THE BOARD'S DIRECTION

- **Reclaimed water & biosolids strategy**
- **Advanced wastewater treatment**
- **Future regulatory & capacity readiness**
- **PFAS & emerging contaminants**
- **Private-sector / economic partnership**

PROJECT WOLF DELIVERS

1.6 — **Reclaimed-water & biosolids management**

Advanced treatment that returns cleaner water to the County's reuse strategy.

GOAL ACCOMPLISHED

2.1 — **Advanced wastewater treatment (AWT) strategy**

A validated AWT solution for future regulatory and capacity needs.

GOAL ACCOMPLISHED

4.3 — **PFAS, microconstituents & emerging contaminants**

Proven >90% PFAS/PFOA reduction on the County's own water.

GOAL ACCOMPLISHED

Goal 3 Efficiency & fiscal stewardship · **Goal 5 Economic development & partnerships** — advanced through privately financed infrastructure and a public/private partnership.

THE PROBLEM

Turning a Liability Into a Resource

Landfill Leachate & Biosolids effluent are the most difficult waste streams sent through County treatment. These effluents consume capacity and increase cost to facility operations. Project Wolf treats these effluents separately and produces reuseable reclaim water.



Difficult waste stream

Landfill leachate burdens County infrastructure

→



Treat separately

On-site advanced treatment at the landfill

→



Cleaner water

Treated to defined reuse / discharge quality

→



Less treatment burden

Capacity freed at existing County plants

→



Reuse · capacity · opportunity

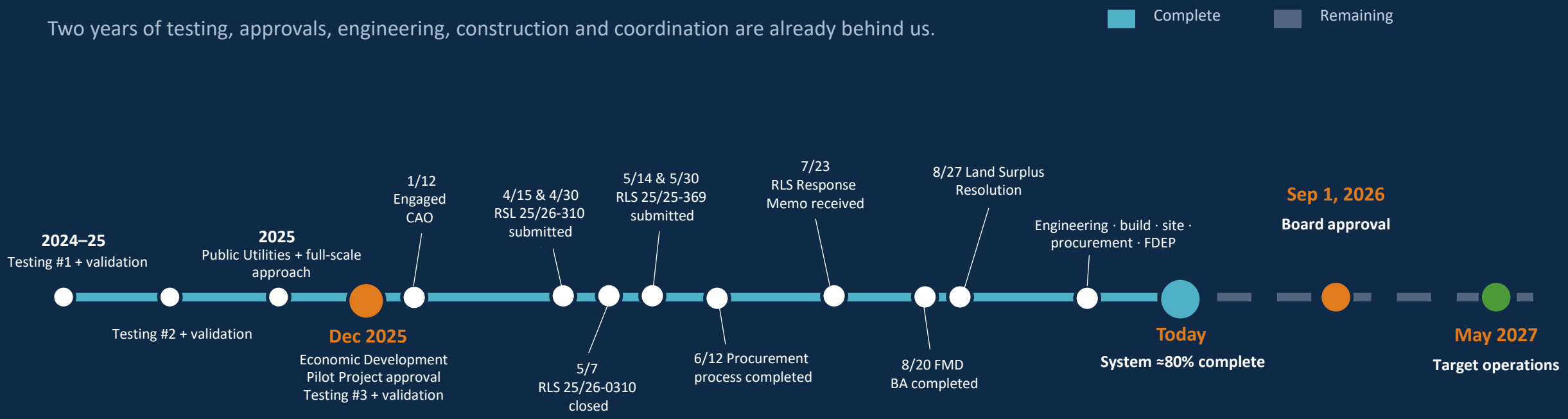
Reclaimed water and future economic value

Take something that costs the County money and turn it into additional capacity, cleaner water, and potential future revenue.

THE ROADMAP

From Validated Pilot to a Real Project

Two years of testing, approvals, engineering, construction and coordination are already behind us.



- Engineering
- System manufacturing
- Site survey
- Geotechnical
- FPL coordination
- Site planning
- Permitting
- Procurement
- FDEP engagement

We are ready for deployment.

APPENDIX

Procurement Path (Sole-Source)

The project advanced through a complete County development and procurement process following successful pilot validation.

1. Pilot validated the solution
2. Public Utilities review of pilot operations & data
3. Economic Development process — approved December 2025
4. Manatee County Development Services — Phase One process (January–May 2026)
5. Engineering & site due diligence
6. **Public procurement opportunity posted to the market**
7. **Market given the opportunity to respond**
8. **No responsive competing proposal received**
9. **Sole-source / open-market process completed**

Preliminary Financial Structure

The project is privately financed for capital and structured as a County operating investment under a performance agreement. Figures are preliminary and subject to final rate analysis, legal / budget review and Board approval.

Estimated annual sources

Solid Waste Utility	**$3,790,000**
Renewable Natural Gas revenue	**$400,000**
Wastewater avoided treatment costs	**$70,000**
Available PFAS-related settlement proceeds	**$240,000**

Total estimated annual contract ≈ $4.2M–$4.5M

CIP Solutions Private Capital

CIP Solutions privately finances the treatment-system design, permitting, construction and equipment, limiting the County's upfront capital exposure.

County investment

An operating investment under a performance-based service agreement, not a capital purchase.

Rate consideration

A monthly solid-waste charge of ≈ $2.75 could be considered, subject to final rate analysis and Board direction.

Board control

Final agreement, funding, rate impacts and material terms remain subject to Board approval.

WHAT IS BUILT

Project Wolf Equipment & Infrastructure – Ready to Launch







≈80% of the system is complete

- Equipment physically in Manatee County
- Site survey & geotechnical investigation completed
- Manatee County Development Services — Phase One completed
- Engineering substantially advanced
- FPL coordination underway
- Permitting / site package advanced
- Procurement process completed

The treatment equipment has been manufactured; the project is advancing through the remaining steps required for deployment. Commissioners are welcome to see it in person.

WHY NOW

Florida Is Moving in the Same Direction

At the 2026 Air & Water Management Conference, FDEP Secretary Alexis Lambert framed the State's priorities:

> ***Environmental stewardship and economic growth, hand in hand.***

> ***Local governments must pilot innovative technologies — and partner with businesses.***

> ***Develop innovative technologies for beneficial reuse and water reclamation.***

> ***Redefine, reimagine and repurpose existing waste streams.***

— FDEP Secretary Alexis Lambert, 2026 Air & Water Management Conference (keynote remarks)

Reflects keynote remarks; not a formal FDEP endorsement of Project Wolf.

Manatee County is already leading - because you demanded it.

MANATEE COUNTY HAS ALREADY DONE EACH OF THESE

- **Pilot innovative technology** — 2024–2025 pilot on County water
- **Partner with business** — Manatee County + CIP Solutions
- **Beneficial reuse** — Core objective of the project
- **Repurpose waste streams** — Leachate → treated water & resource
- **Environmental + economic value** — Capacity, reuse & potential regional revenue

Secretary Lambert also highlighted innovation at Manatee County's landfill Waste-to-Energy initiative.

WHY NOW

We Validated the Solution While the Rules Are Moving

Florida HB 1019

Florida is increasing PFAS monitoring and accountability for wastewater and biosolids — the direction of travel is clear.

FDEP

CIP Solutions has already discussed the technology and pilot data with FDEP personnel. Permitting will not be their first exposure to it.

Manatee County

The County Utilities Department and CIP Solutions partnered to validate an innovative technology solution for biosolids and leachate in advance of future legislation.

Manatee County has positioned itself to act proactively by validating a solution ahead of evolving regulatory requirements.

THE BENEFIT

Increased Reclaimed & Reuse Water for Manatee County Citizens

More reclaimed & reuse water

Supports reclaimed and reuse water availability for existing Manatee County residents.

More capacity

Removes a difficult load from existing wastewater infrastructure.

Better use of infrastructure

Improves efficiency and can help defer larger capital needs.

Regulatory readiness

Positions the County ahead of emerging PFAS and contaminant rules.

Economic opportunity

Future potential to accept qualified outside streams for a fee — a regional asset.

Your leadership delivers cleaner water and capacity relief for existing residents - today.

300,000 GPD initial treatment capacity with a future pathway toward **1 MGD** of reclaimed & reuse water.

THE FULL CIRCLE

From Strategic Plan to Results

Advanced wastewater treatment — DELIVERED
Strategic objective 2.1

Reclaimed water / biosolids strategy — DELIVERED
Strategic objective 1.6

PFAS / emerging-contaminant readiness — DELIVERED
Strategic objective 4.3

Public/private innovation & investment — DELIVERED
Goals 3 & 5

The County set the direction. → The solution was tested. → The project was built. → The next step is deployment.

From your Strategic Plan to real results – Project Wolf is your innovation, delivered.

Target Operations

May 2027

VALHALLA

ADVANCED WASTEWATER TREATMENT SYSTEM

CIP SOLUTIONS

VIKING / WOLF PROJECT TIMELINE

From Board Presentation to Operational Start

1 → 2 → 3 → 4 → 5 → 6 → 7

1 — SEPTEMBER 1, 2026



BOARD PRESENTATION / DECISION

Board consideration of authorization to proceed with project execution.

2 — SEPTEMBER 1 – OCTOBER 15, 2026



ENGINEERING & PERMIT DEVELOPMENT

McKim & Creed resumes detailed engineering, prepares permit packages, finalizes construction drawings, and coordinates utility requirements with FPL.

3 — OCTOBER 16 – DECEMBER 16, 2026



REGULATORY REVIEW & UTILITY COORDINATION

Permit applications under agency review while FPL engineering, electrical design, and service coordination progress in parallel.

4 — JANUARY 1 – FEBRUARY 28, 2027



SITE PREPARATION

Civil work including grading, foundations, containment, underground utilities, piping tie-ins, and electrical infrastructure.

5 — MARCH 1 – MARCH 31, 2027



EQUIPMENT INSTALLATION

Mobilization, equipment placement, piping, electrical connections, and mechanical completion.

6 — APRIL 1 – APRIL 30, 2027



COMMISSIONING, TESTING & TRAINING

System startup, optimization, operator training, performance testing, and final acceptance.

7 — MAY 1, 2027



OPERATIONAL START

Treatment facility begins full-scale operations.

Although the treatment equipment has already been manufactured, the project schedule is governed by engineering updates, permitting, utility coordination, site construction, installation, testing, and operator training. These activities represent the critical path required for safe, compliant, and reliable operation.

PLANNED
Purposeful planning from day one.

COORDINATED
Aligned teams and partners moving forward together.

COMPLIANT
Meeting all regulatory and safety requirements.

READY TO OPERATE
Delivering a reliable system built for long-term success.

APPENDIX

Backup Detail for Commissioner Questions

Implementation timeline · before/after samples · procurement · FDEP engagement · treatment process · pilot results · PFAS & Florida HB 1019 · Strategic Plan · financial structure · reclaimed-water pathway · scale · equipment · FAQ

THE VALUE PROPOSITION

No Risk, High Reward Project

The County is not funding an untested technology — and development risk is limited, because that work is already done.

LOW COUNTY RISK

- Proven through pilot testing on Manatee County water
- Treatment equipment already manufactured
- CIP Solutions provides the treatment-system capital
- Performance-based agreement
- Project & permitting pathway substantially developed
- County retains contractual / performance protections

HIGH PUBLIC REWARD

- Increased reclaimed & reuse water
- Frees capacity within existing wastewater infrastructure
- Reduces the burden of untreated landfill leachate
- Positions Manatee County ahead of emerging contaminant requirements
- Creates a pathway toward approximately 1 MGD
- Creates future regional / economic opportunities

Validated technology. Private capital. Measurable performance. Public benefit.

THE HISTORY

Strategic Plan Implemented – Goals Achieved



2024

Pilot testing begins

Manatee County and CIP Solutions begin pilot testing — at no cost to the County, using the County's actual water.



2024–2025

Testing & validation

Testing continues, data is collected, and the treatment approach is validated.



2025

Full-scale concept

Results taken to Public Utilities; treatment process, capacity and integration developed.



Dec 2025

Economic Development approval

A major County milestone — the project moves from testing into development.

The pilot was designed to prove the concept on Manatee County leachate & biosolids effluent under actual operating conditions — not laboratory theory.

APPENDIX

Before & After: The Water Tells the Story

The clearest way to show what the system does is the actual leachate sample beside the treated-water sample. Insert real sample photos here before the meeting.

BEFORE



[Insert raw landfill leachate photo]

Raw landfill leachate

AFTER



[Insert treated water photo]

Treated water

APPENDIX

Parallel FDEP Engagement

CIP Solutions has proactively introduced the Valhalla AWT Manatee County Project, technology, and pilot results to FDEP — supporting a soft landing into the permitting process and a more informed, coordinated path forward.



Who

Meetings with FDEP personnel including John Coates and Tim Barr, and relevant FDEP technical teams.



What

The Valhalla AWT technology, pilot results, and the anticipated permitting pathway.



Why it matters

Early regulator familiarity with the technology, project, and pilot data helps create a more informed and coordinated permitting process.

FDEP engagement is coordination and does not constitute formal approval or permitting of Project Wolf.

APPENDIX

How the System Works

Pretreat
Condition & stabilize high-strength streams

Separate
Separate ammonia, organics & volatile constituents

Capture
Remove solids, metals & PFAS-bearing residuals

Polish
Produce water for defined reuse / discharge

Reuse
Route to the approved pathway



The Valhalla system uses controlled hydrodynamic cavitation (CHC) within a modular treatment train.

The final agreement should define:

- Influent and effluent (treatment) standards
- Testing, reporting and chain-of-custody for residuals
- Payments and remedies tied to measurable performance
- Flexibility for future upgrades as regulations evolve

APPENDIX

Pilot Performance & Treatment Criteria

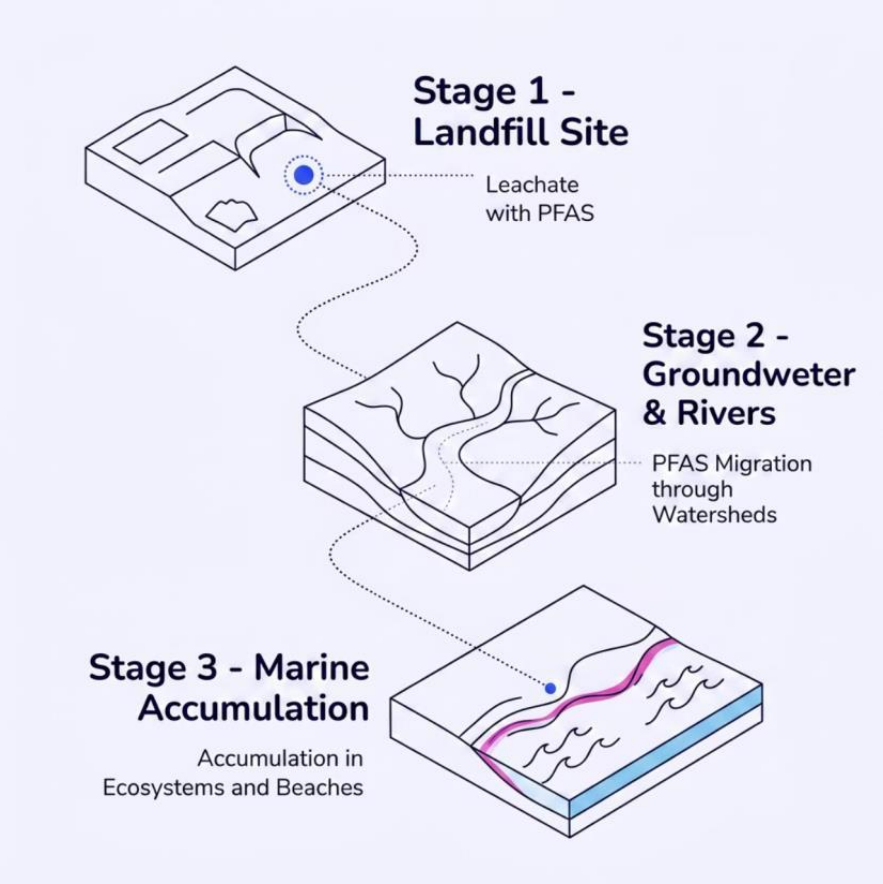
Pilot testing on Manatee County water reported reclaimed-water quality results and PFAS/PFOA reductions greater than 90%. Family-specific permitting determines final targets.

Primary & secondary	Reuse / reclaimed	Reuse / recharge	AWT criteria
Meets primary & secondary drinking-water quality standards; supports high-purity effluent and advanced polishing.	Achieves reuse / reclaimed water standards for land application; supports irrigation and non-potable offsets.	Meets recharge-quality requirements for injection and aquifer support where permitted.	Consistently meets or exceeds AWT standards — CBOD 5 mg/L, TSS 3 mg/L, TN 3 mg/L, TP 1 mg/L.

Pilot benchmarks reflect performance during pilot operations; final permitted criteria confirmed through FDEP permitting.

APPENDIX

PFAS & Florida HB 1019 — in Plain English



What PFAS is

"Forever chemicals" that persist in the environment and can move from leachate into groundwater, rivers and coastal systems.

What was tested

The pilot demonstrated PFAS/PFOA reductions greater than 90% on Manatee County's own water streams.

Why Florida HB 1019 matters

Florida is increasing PFAS monitoring and accountability for wastewater and biosolids. The significance is direction of travel — not a mandate to build this specific project.

The policy question

Act proactively after already validating a solution, or wait until requirements become more restrictive?

APPENDIX

Strategic Plan — County Language

Manatee County Government Strategic Plan · *Adopted by the Board of County Commissioners — December 16, 2025*

1.6	"Develop a comprehensive master plan to guide reclaimed water and biosolids management strategies."
2.1	"Improve resiliency and capacity of … utility infrastructure …" — Utilities action: "develop an advanced wastewater treatment (AWT) strategy to meet future regulatory and capacity needs."
4.3	"Enhance environmental regulation, monitoring, and public education …" — Utilities actions include "PFAS, microconstituents & emerging contaminants."
Goal 3	Government Efficiency, Transparency & Fiscal Stewardship — "use technology to be more efficient, save money, and stay open with the public."
Goal 5	Economic & Tourism Development — "grow our economy … working better with our regional partners."

APPENDIX

Reclaimed-Water Pathway

Initial operating period

- Treated water may initially return to the plant while reclaimed-water permitting is completed
- Even then, the plant receives much cleaner water instead of untreated leachate
- Immediate operational benefit from reduced contaminant load

After reuse / permitting modifications

- Treated water supports the County's reclaimed-water strategy
- Provides both biological (load) and hydraulic (flow) relief
- More usable reclaimed water for existing residents and community needs

The reuse focus is on serving existing Manatee County residents and community needs.

APPENDIX

Scale & Future Regional Opportunity

PHASED CAPACITY VISION

300,000 GPD

Initial treatment capacity

Future pathway toward 1 MGD of reclaimed & reuse water.

Regional leachate hub

Potential to accept qualified outside leachate for a fee, subject to permitted capacity.

Reuse pathways

Expanded treatment could increase reclaimed-water availability where permitted.

Grant / loan readiness

A documented regional environmental project may strengthen funding competitiveness.

Utility structure

Future rate, utility-district or enterprise options can be evaluated later.

Regional revenue is a potential future opportunity, not guaranteed revenue.

APPENDIX

The System — Built for Manatee County



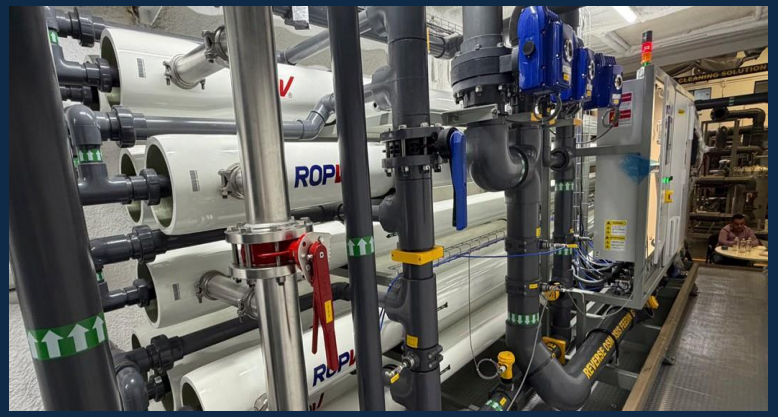
GAC & media — interior



Completed container — exterior



CHC / treatment — interior



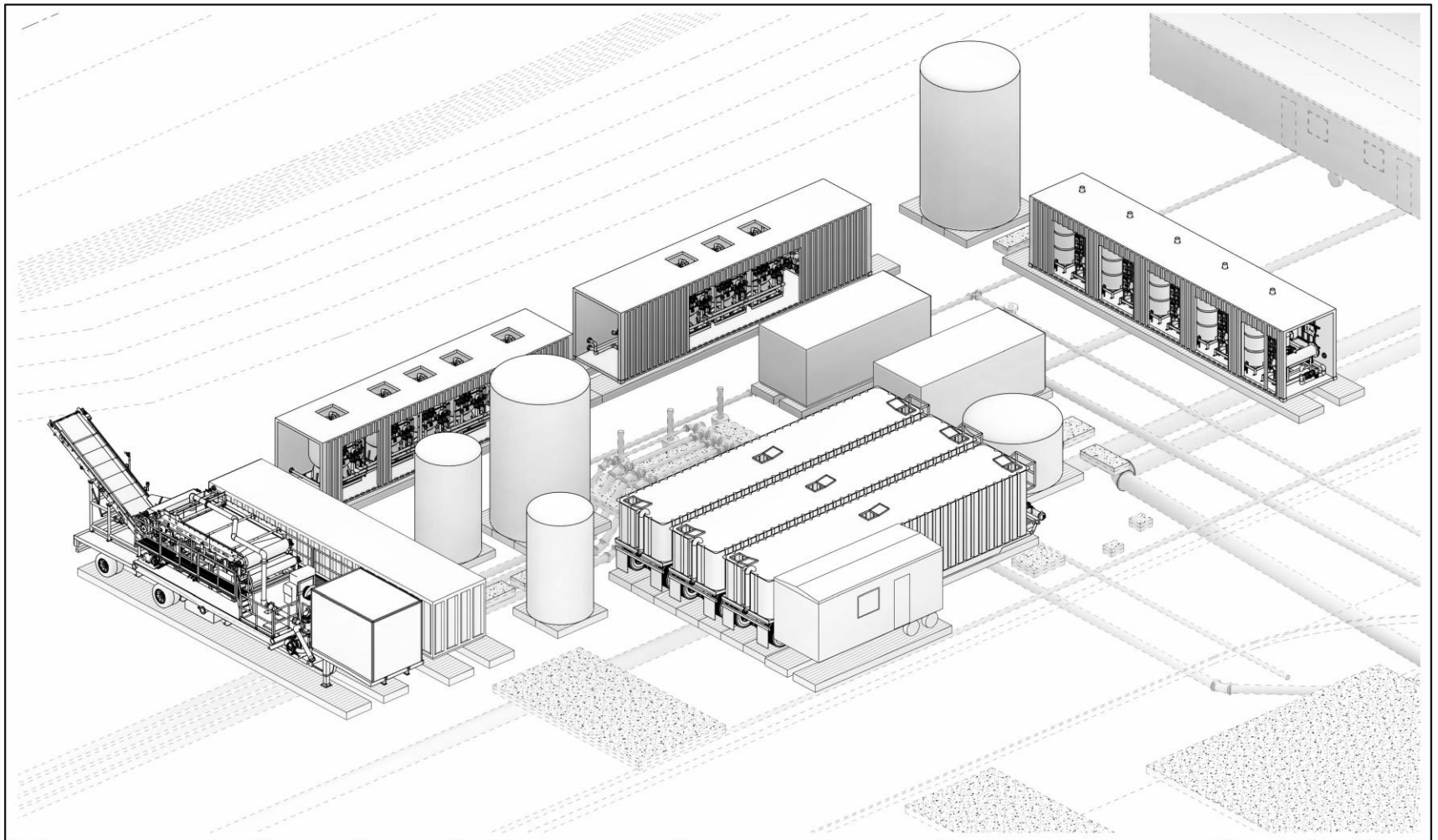
Process piping



Membrane / polishing skid



Full system layout (render)



REV. NO.	DESCRIPTION	DATE

REVISIONS

McKIM&CREED
4300 Edwards Mill Rd., Suite 200
Raleigh, North Carolina 27612
Phone: (919) 233-8091, Fax: (919) 233-8031

NC License# F-1222
www.mckimcreed.com

CHEMICAL INJECTION PARTNERS

PROJECT VIKING

MECHANICAL

SITE PERSPECTIVE

ISSUE DATE:	APR IL, 2026
MCE PROJ #:	10029-0003
DRAWN:	DES
DESIGNED:	DES
CHECKED:	P.A.
PROJ. MGR:	TPL

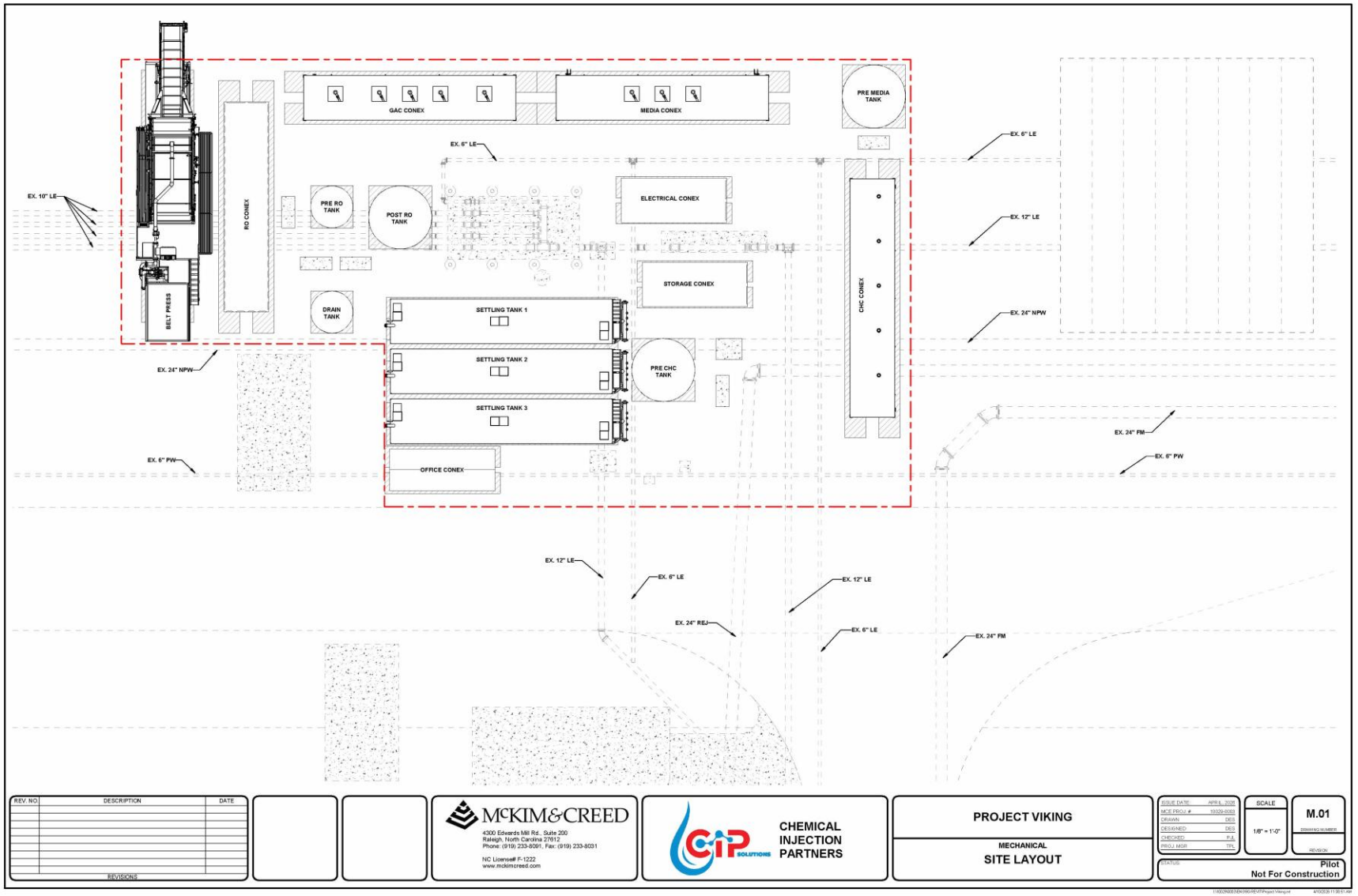
SCALE

M.00

DRAWING NUMBER

REVISION

STATUS: Pilot
Not For Construction



REV. NO.	DESCRIPTION	DATE

REVISIONS

McKIM&CREED
4300 Edwards Mill Rd., Suite 200
Raleigh, North Carolina 27612
Phone: (919) 233-8091, Fax: (919) 233-8031
NC License# F-1222
www.mckimcreed.com

CHEMICAL INJECTION PARTNERS

PROJECT VIKING

MECHANICAL

SITE LAYOUT

ISSUE DATE:	APRIL, 2026
MCE PROJ #	19129-0003
DRAWN	DES
DESIGNED	DES
CHECKED	T.A.
PROJ. MGR	TPL

SCALE: 1/8" = 1'-0"

DRAWING NUMBER: M.01

REVISION:

STATUS: Pilot
Not For Construction

APPENDIX

Anticipated Commissioner Questions

Q Why now?

Project Wolf advances the Board of County Commissioners adopted Strategic Plan while positioning Manatee County alongside current legislative requirements and ahead of anticipated future regulation.

Q Why this technology?

This is the only technology proven on Manatee County's actual biosolids and leachate streams, tested under the County's real operating conditions. The full-scale system is designed to manage 100% of the County's current applicable treatment volume.

Q Is this required today?

No. Florida HB 1019 is a legislative precursor to anticipated future regulation. Project Wolf delivers operational value today — addressing a challenging treatment stream, improving efficiency, and strengthening long-term reclaimed & reuse water resiliency — with no capital investment required from the County.

Q Did anyone else bid?

The opportunity was posted to the market; no responsive competing proposal was received.

Q What happens to treated water initially?

It may return to the plant while reuse permitting is completed — reduces the treatment burden on existing facility.

Q What does the County pay for?

An operating investment under a performance agreement; CIP Solutions finances the treatment-system capital.

Q Is this potable drinking water?

No — treated water is routed to defined reuse / discharge pathways, subject to permitting.

Q What if the BOCC does not approve?

The primary risk is lost opportunity — delaying a public-private partnership, forfeiting the time value of the investment and development work already completed, potentially recreating future design and procurement costs, delaying infrastructure-efficiency improvements, and postponing a long-term reclaimed & reuse water solution.

Public Comment

Manatee County Government

Submitted On:
Aug 29, 2026, 07:10AM EDT

Full Name	**First Name:** Karen **Last Name:** Ciemniecki
Email	karenciemniecki@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	$21M CIP deal to a private comp. on county land for $1-bad deal for Manatee County
Comment	I have lost total faith in BOCC and their ability to manage Manatee County wisely, without being frivolous with taxpayers' money.. "Project Wolf" will end up costing the taxpayers (me) $4.2 t0 4.5 million or $21M over 5 yrs. Property that would bring in lease money to the county will be leased for $1 and still in the end cost us money that could be spent on better things- example- keeping your promise at the Manatee County/ Bishop Animal Center. Do what is right by making it a permanent shelter and making Manatee County a no kill county again. Fix the flooding issues and make it user friendly for the public, animals, staff, and volunteers. Yes waste water treatment facilities are needed along with expansion of Lake Manatee and our water supply, and a road system that is not failing. Your new growth that your so fond of approving does not pay for itself. This is not a good deal for Manatee County taxpayers. Fix the problems we have now, before you continually spend the taxpayers money. You are making so many bad decisions regarding leeway to developers and private companies that don't make Manatee County any richer. It only lines the pockets of unscrupulous million and billionaires that don't really care about our county and our quality of life. You need to step up your game and consider what you do now and how it affects the average citizen.

Public Comment

Manatee County Government

Submitted On:
Aug 29, 2026, 03:16PM EDT

Full Name	**First Name:** Glen **Last Name:** Gibellina
Email	Glengibellina@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5
Comment	August 29, 2026 Tuesday, September 1, 2026 - Regular Meeting Manatee County Board of County Commissioners Manatee County Administration Building 1112 Manatee Avenue West Bradenton, Florida 34205 Re: Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5 Waterman The key issue is not whether Manatee County needs better landfill-leachate and PFAS treatment. It is whether the County should commit to a roughly $21 million, privately financed CIP Solutions facility—plus a lease of public landfill property and long-term service payments—before the County Attorney and Risk Manager have signed off on the final agreement. Your phrase “life is not an application of this deal; it’s a dynamic of the system” gets at the right public-policy frame: this should be evaluated as a long-lived system decision, not merely as approval of one vendor proposal. What Project Wolf Proposes Based on the agenda language you provided, “Project Wolf” would place a privately financed treatment facility at the Lena Road Landfill. Chemical Injection Partners Florida, LLC, doing business as CIP Solutions, would finance, build, operate, and maintain it; Manatee

County would purchase treatment services or treated water and lease part of County-owned land to the company.
The stated objectives are substantial:
• Reduce impacts from landfill leachate.
• Expand reclaimed-water capacity.
• Improve readiness for PFAS treatment.
• Increase resilience of landfill and water infrastructure.
• Shift up-front construction financing and operating responsibility to the private partner.

The Lena Road Landfill is a County facility east of I-75 off State Road 64, so the proposed facility is tied directly to a core public-utility asset rather than an isolated private industrial site. mymanatee+1

Why this is more than a contract
A facility like this creates system dependency
That is why “approve staff to proceed” can be misleadingly modest language. The Board is potentially choosing a financing structure, an operating model, a land-use arrangement, a PFAS-risk allocation, and a long-duration counterparty relationship all at once.
The decisive governance concern

The staff report contains an unusually material warning: on July 23, 2026, the County Attorney’s Office reportedly concluded that the agreement submitted was not legally sufficient, recommended revision and resubmission, and had not subsequently opined that the proposed documents were legally sufficient. The agenda also says the County Risk Manager had not approved the agreement’s insurance provisions.

That does not necessarily establish that the project itself is unwise or unlawful. It does mean that approving the transaction in its present form would ask commissioners to proceed despite two unresolved internal controls:

1. Legal sufficiency. The County Attorney’s concerns and redlines should be resolved, not simply noted. The public should be able to tell whether the final documents comply with the applicable authority, including Florida Statutes section 125.35 and the County’s own surplus-land procedures.

2. Risk allocation. Insurance language is not boilerplate in a project involving landfill leachate, PFAS, treatment equipment, public property, and potentially reclaimed water. The agreement needs definite requirements for environmental impairment liability, pollution coverage, workers’ compensation, professional liability where applicable, property damage, indemnification, performance security, and County step-in rights.
The appropriate distinction is:
• Proceed with due diligence: potentially reasonable.

• Authorize negotiations subject to defined protections: potentially reasonable.
• Execute or bind the County to the deal before counsel and risk approval: difficult to justify from a governance standpoint.
The Bradenton Times reported that commissioners were expected to consider a proposed wastewater-treatment project involving a commitment by the County, consistent with the agenda material you quoted.thebradentontimes
Questions the Board should answer publicly
Before final approval, commissioners should require written, specific answers to these questions:
• What is the total County financial exposure over the entire agreement term—not merely the stated $21 million project cost?
• Is there a minimum-payment, minimum-volume, take-or-pay, availability-payment, escalation, termination-payment, or guaranteed-return obligation?
• Who owns the facility, land improvements, equipment, permits, intellectual property, and treated water rights at each stage of the term?
• What happens if CIP Solutions fails to perform, becomes insolvent, loses insurance, cannot meet PFAS standards, or experiences a treatment outage?
• What are the treatment-performance standards for leachate and reclaimed water, including sampling frequency, independent verification, failure remedies, and public disclosure?
• Where do concentrated PFAS residuals, spent media, sludge, brine, or other treatment by-products go—and who bears cost and environmental liability for them?
• Does the County have termination rights, audit rights, step-in rights, price-reopener rights, and the right to take ownership or control in an emergency?
• Was the arrangement competitively procured in a manner that legitimately supports selecting this specific vendor and deal structure?
• Why is the project being presented without updated County Attorney legal-sufficiency approval and Risk Manager insurance approval?
• Is the land lease at fair market value or otherwise supported by a documented public-purpose finding and legally adequate disposition process?

A prudent Board action
A defensible action would be to authorize continued negotiation only, while withholding final lease, service agreement, financial commitment, and budget implementation until staff return with:
• A revised agreement marked as legally sufficient by the County Attorney's Office.
• Written approval of the insurance and indemnity package by the County Risk Manager.
• A complete lifecycle-cost comparison against County-owned construction/operation and other procurement alternatives.
• A public term sheet showing payment obligations, escalation, duration,

renewal, termination, performance guarantees, and default remedies.
• Independent engineering validation of capacity, treatment claims, PFAS-residual management, and reclaimed-water quality.
• Clear confirmation that the land transaction and procurement route satisfy Florida law and County requirements.
• A public-interest finding explaining why this ownership and financing model is preferable to alternatives.
That approach does not reject PFAS readiness or improved landfill treatment. It recognizes that environmental infrastructure must be resilient technically, legally, and financially—and that public approvals should follow completed review, not substitute for it.

CERTIFICATE OF SERVICE
I HEREBY certify that a true and correct copy of written response to : Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5 has been provided by email to the Board of County Commissioners this 29th day of August 2026

FOR THE RECORD
Glen GADFLY Gibellina

Public Comment

Manatee County Government

Submitted On:
Aug 29, 2026, 03:47PM EDT

Full Name	**First Name:** Glen **Last Name:** Gibellina
Email	Glengibellina@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	LEASE CIP Resolution B-26-109; and Resolution R-26-122
Comment	August 29, 2026 Manatee County Board of County Commissioners Manatee County Administration Building 1112 Manatee Avenue West Bradenton, Florida 34205 Re: Opposition to Approval of Project Wolf—Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Budget Amendment Resolution B-26-109; and Resolution R-26-122 Dear Chair and Commissioners: I respectfully urge the Board to vote NO on Project Wolf as presented, including the proposed lease of County-owned property to Chemical Injection Partners Florida, LLC, doing business as CIP Solutions; Budget Amendment Resolution B-26-109; and Resolution R-26-122. Manatee County should pursue responsible landfill-leachate management, PFAS preparedness, and reliable water infrastructure. However, the need for treatment does not justify approving a poorly vetted private arrangement that places public land, public funds, and long-term public utility obligations at risk. This proposed lease and service arrangement has not been shown to provide a clear, measurable, and enforceable benefit to Manatee County taxpayers. The proposal would place a privately financed, privately built, privately operated treatment facility at the Lena Road Landfill. CIP Solutions would finance, construct, operate, and maintain the facility, while the County would lease public property and purchase treatment services or treated water. This is not a limited administrative action. It is a long-term policy choice that can bind taxpayers to a particular vendor, technology, operational model, payment structure, and environmental-risk allocation for years to come.

The public has not been provided sufficient evidence that this structure is the best value for taxpayers. Before approving a lease or committing County resources, the Board should know the County's complete financial exposure over the full life of the agreement—not merely the stated project cost. The public deserves clear disclosure of all service payments, price escalators, minimum-volume or minimum-payment obligations, availability payments, renewal provisions, termination costs, contingencies, and potential taxpayer liabilities.

The Board should also consider whether the County is receiving fair value for the use of its land. Public land at a critical utility asset should not be made available to a private operator without a clear legal basis, a documented public purpose, appropriate compensation or value, enforceable County protections, and a transparent explanation of why the public-private structure is superior to County ownership, competitive alternatives, or another procurement approach.

Most importantly, the agenda material raises serious unresolved governance concerns. It states that, on July 23, 2026, the County Attorney's Office advised that the agreement submitted for review was not legally sufficient; recommended that staff address the legal comments and redlined edits; and requested that the documents be revised and resubmitted for legal review. The same material states that the documents were not resubmitted before Board consideration, that the County Attorney's Office has not opined that the proposed documents are legally sufficient, and that the County Risk Manager has not approved the proposed insurance provisions.

The Board should not approve this transaction while these safeguards remain unresolved. Legal sufficiency and risk-management approval are not optional formalities. They are basic protections for taxpayers and for the County itself—especially where the proposal involves PFAS, landfill leachate, biosolids, private treatment infrastructure on public land, insurance and indemnity terms, and potentially significant long-term financial commitments.

Approval at this stage would be premature because the Board and public still need clear answers to fundamental questions:

• What is the maximum total financial obligation of Manatee County over the agreement term?

• Will the County be required to make minimum payments, take-or-pay payments, availability payments, escalation payments, or termination payments?

• What is the lease value, and how was it determined to be fair and in the public interest?

• Who owns the facility, equipment, improvements, permits, and treated-water rights during and after the agreement?

• What happens if CIP Solutions fails to perform, loses required insurance, becomes insolvent, cannot meet treatment standards, or has an operational failure?

• Who pays for and remains liable for PFAS concentrate, spent filtration media, sludge, brine, or other treatment residuals?

• What independent standards, monitoring, public reporting, remedies, and penalties will ensure performance?

• Does the County have meaningful audit rights, termination rights, emergency step-in rights, and the ability to protect public health and utility operations if the vendor defaults?

• Was the vendor and deal structure selected through a process that provides the County with genuine competition, best value, and transparency?

• Why is the Board being asked to approve a lease and budget action before the County Attorney and County Risk Manager have completed and approved their respective reviews?

Taxpayers should not be asked to assume unknown financial, environmental, and legal risks so that a private company can obtain the benefit of County land and a potentially long-term County revenue stream. The County should not substitute an incomplete agreement for completed due diligence. Nor should it use a budget amendment or lease authorization to move ahead before the governing documents are legally sufficient and the risk protections are approved.

Accordingly, I request that the Board reject the proposed approval at the September 1, 2026 meeting. At a minimum, the Board should defer any binding action until staff returns with all of the following:

• A revised agreement determined legally sufficient by the County Attorney’s Office.

• Written approval of insurance, indemnification, pollution and environmental liability coverage, and related risk provisions by the County Risk Manager.

• A complete public lifecycle-cost analysis comparing the proposed arrangement with County-owned and competitively available alternatives.

• A public term sheet stating the full payment structure, escalations,

duration, renewals, termination rights, default remedies, performance guarantees, and maximum taxpayer exposure.

• Independent engineering review of treatment capacity, PFAS performance, reclaimed-water quality, residuals management, disposal obligations, and operational risks.

• A documented finding that the land lease, procurement route, and transaction structure comply with applicable Florida law and County requirements.

• A clear public-interest finding establishing that the lease and overall arrangement deliver demonstrable value to Manatee County taxpayers.

A vote against this proposal as presently structured is not a vote against PFAS treatment, landfill improvements, or environmental responsibility. It is a vote for due diligence, legal compliance, fiscal accountability, fair value for public assets, and protection of the taxpayers who will bear the consequences if this arrangement fails.

Please do not approve Project Wolf, Resolution B-26-109, or Resolution R-26-122 until the County has established, with complete public documentation, that the proposal is lawful, financially prudent, technically sound, and demonstrably beneficial to Manatee County taxpayers.

Respectfully submitted,
Glen GADFLY Gibellina

This is still a proposed five-year agreement estimated at roughly $4.2 million to $4.5 million per year. It involves a private company, county-owned land, treatment infrastructure, future operating costs, performance standards, and possible rate impacts.

The FAQ also says Project Wolf is not currently required by the State or FDEP. That matters.

If this is not required right now by the state or FDEP, then the public deserves to know why this agreement must be approved now, before the election and before the new Board is seated.

If there is an immediate legal, regulatory, environmental, or capacity deadline, please clearly explain that to the public.

But if this is a proactive policy choice, then this should not be rushed.

Before approval, I believe the Board should answer several basic questions:

Can this work be done in-house by Manatee County?

If not, where is the analysis showing why?

Was the sole-source process truly the best option?

Were other technologies or vendors seriously evaluated?

Who owns the facility and equipment?

Who carries liability if something goes wrong?

What happens if the treatment does not perform as promised?

What happens if projected volumes or revenues do not materialize?

What protections exist for taxpayers if this becomes more expensive than expected?

And why should county-owned land be leased to a private operator for $1 a year?

PFAS treatment matters. Planning ahead matters. But public land, public dollars, and long-term service obligations matter too.

Do not ask the Board or the public to rely on an FAQ when this needs legal, financial, and technical answers on the record.

Public Comment

Manatee County Government

Submitted On:
Aug 29, 2026, 09:16PM EDT

Full Name	**First Name:** Sari **Last Name:** Lindroos-Valimaki
Email	Sari4manatee@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Project Wolf /CIP Solutions Agreement
Comment	Public Comment on Project Wolf / CIP Solutions Agreement I have serious concerns about the proposed Project Wolf agreement with CIP Solutions. My concern is not whether PFAS treatment is important. It is. Landfill leachate and biosolids are difficult waste streams, and Manatee County does need to plan responsibly for PFAS, reclaimed water, wastewater capacity, and future regulations. My concern is the structure and timing of this agreement. According to the Project Wolf FAQ, this project would treat landfill leachate and biosolids before they go through the county's regular wastewater system. The goal is cleaner reusable water, freeing up capacity at existing treatment plants, and removing up to 90% of PFAS based on the Project Viking pilot. That sounds promising. But promising technology does not remove the Board's responsibility to scrutinize the deal.

This is still a proposed five-year agreement estimated at roughly $4.2 million to $4.5 million per year. It involves a private company, county-owned land, treatment infrastructure, future operating costs, performance standards, and possible rate impacts.

The FAQ also says Project Wolf is not currently required by the State or FDEP. That matters.

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If not, where is the analysis showing why?

Was the sole-source process truly the best option?

Were other technologies or vendors seriously evaluated?

Who owns the facility and equipment?

Who carries liability if something goes wrong?

What happens if the treatment does not perform as promised?

What happens if projected volumes or revenues do not materialize?

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PFAS treatment matters. Planning ahead matters. But public land, public dollars, and long-term service obligations matter too.

Do not ask the Board or the public to rely on an FAQ when this needs legal, financial, and technical answers on the record.

Public Comment

Manatee County Government

Submitted On:
Aug 30, 2026, 10:17AM EDT

Full Name	**First Name:** David **Last Name:** Daniels
Email	davidd4300@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Project Wolf – Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill.
Comment	Only commissioners with their heads purposely stuck in the sand would trust this administration to act with integrity and transparency. The public most certainly does not. Refer this to the IG so we can plainly see the procurement process violations. Unbelievable that the administrator just ignores the county attorney's directives. And never any accountability. A complete dereliction of duty by the BoCC.

Public Comment

Manatee County Government

Submitted On:
Aug 30, 2026, 10:21AM EDT

Full Name	**First Name:** Tamara **Last Name:** Harte
Email	tamara4Manatee@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Agenda Item 34. Government Relations - Wolf Project
Comment	Re: Deny the contract and proposal of CPI Solutions and the building of a privately owned waste water facility being built over the Piney Point Super Fund Disaster! Commissioners Please do not approve this agenda item. Why, 1. Has not had a proper legal review, which was requested by Manatee's Legal Counsel. 2. The potential POLLUTION of Tampa Bay as well as the water resources for Manatee and surrounding communities of Tampa Bay. 3. Manatee County officials and experts said the Piney Point Well would be capped once the emergency was of 2021 Piney Point was over. This well should not be used as a PRIVATELY owned well by anyone. Manatee County would loose its oversite and the residents of Manatee would loose its protection of their water resources. Deep well injection sites were deemed terrible for the environment by FDEP 40 years ago, and the reasons still stand today. PLEASE PROTECT OUR MANATEE RESOURCES, by sustainable development that takes into consideration the FINITE natural resources, protect mangrove forests and seagrass meadows, and the fish and wildlife habitat that surrounds Manatee County. Please do the right thing! Concerned Manatee Voter and grandmother Tamara Harte

Public Comment

Manatee County Government

Submitted On:
Aug 30, 2026, 11:25AM EDT

Full Name	**First Name:** Janice **Last Name:** Haber
Email	janice.haber@hotmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Wolf project
Comment	Stop! Follow the normal process including complete legal and public financial review. What’s the hurry, what are you hiding?

Public Comment

Manatee County Government

Submitted On:
Aug 31, 2026, 01:31AM EDT

Full Name	**First Name:** Martha **Last Name:** Jacobs
Email	mjorders@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	October 01, 2026
Topic/Agenda Item	Regular Agenda Item #34
Comment	Regular Agenda Item #34 – Why are we giving things away? You're crying broke when asked for a concrete block kennel building necessary for a public safety issue yet you'll consider spending $21M for a privately owned facility? A $21M CIP Solutions deal where the county will pay to build for a privately owned facility on County land makes no sense at all. This is yet another very questionable contract proposal between Manatee County Government and CIP Solutions, where a former deputy county administrator is now a top executive. Even the county's own attorney is waving red flags on this. Either make this make sense or stop wasting time and money on ridiculous glad-handing. Please vote NO on this Thank you

From: chrisnlinda1@verizon.net <chrisnlinda1@verizon.net>
Sent: Monday, August 31, 2026 10:03 AM
To: Tal Siddique <tal@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>
Cc: Pamela DAgostino <pamela.dagostino@mymanatee.org>; Charlie Bishop <charlie.bishop@mymanatee.org>; Vicki Tessmer <vicki.tessmer@manateeclerk.com>; BCC Agenda <bcc.agenda@mymanatee.org>
Subject: 9/1/2026 Agenda Item 31 (Project Wolf / CIP Solutions, Inc.)

Dear Commissioners, County Attorney's Office, and Clerk of Court:

My name is William "Chris" Daley, and I am submitting this formal communication as a Manatee County property owner, taxpayer, and a 30-year veteran of the Florida Retirement System who spent 20 years with the Manatee County Procurement Division, retiring last year as a Procurement Project Manager. Having dedicated two decades of my professional career to administering, enforcing, and safeguarding the integrity of Manatee County's local procurement code and ensuring strict adherence to Florida statutory guardrails, I am compelled to urge the Board to pull or defer Agenda Item 31 (Project Wolf – CIP Solutions, Inc.) from the upcoming meeting agenda.

While I take absolutely no position on the underlying business merits, commercial terms, or environmental objectives of the proposed leachate and biosolids treatment facility, the procedural methodology currently being executed by administrative staff contains fatal legal and procedural defects. Proceeding with an award under the current posture exposes Manatee County to immediate contractor bid protests, taxpayer injunctions, and an inevitable judicial ruling declaring the resulting agreement void ab initio (invalid from its inception).

SUMMARY OF STATUTORY & ADMINISTRATIVE DEFICIENCIES

1**. Misapplication of County Procurement Code (Chapter 2-26)**
It appears that administrative staff has attempted to bypass mandatory competitive procurement frameworks by publishing an administrative website 'Notice of Intent to Award a Sole Source.' Having spent 20 years administering Manatee County's Procurement Code, I know definitively that Chapter 2-26 explicitly excludes public works construction. The Procurement Division does not possess the administrative or legal authority under local ordinance to apply an informal commodities/services website notice to a $21 million capital utility infrastructure project. Utilizing an inapplicable code mechanism to bypass bidding constitutes a material administrative ultra vires act.

2. **Non-Compliance with Public Construction Bidding Mandates (F.S. § 255.20)**
Under Florida Statute § 255.20(1), county construction projects exceeding strict statutory monetary thresholds must be competitively procured via an open invitation for bids or requests for proposals. Local administrative staff cannot override state statute

via a website notice. Waiving competitive bidding under Section 255.20(1)(c) requires a formal public hearing and the adoption of an explicit resolution approved by a two-thirds (2/3) supermajority vote of the Board of County Commissioners. This resolution must be supported by detailed, documented findings of fact explaining why competition is impossible or contrary to the public interest. No such hearing has occurred, and no such resolution has been executed.

3. Circumvention of the Mandatory State P3 Process (F.S. § 255.065)
A long-term transaction where a private vendor designs, builds, finances, and operates a public utility asset on county-owned land leased for nominal rent ($1/year) is, by definition, a Public-Private Partnership (P3). Under Florida Statute § 255.065, including recent fast-track legislative provisions, a county is legally prohibited from executing a contract with a single unsolicited proposer unless it satisfies a rigid public hearing sequence:
1- Public Meeting #1: A formal, public presentation of the unsolicited proposal with an open, documented public comment period.

2- Public Meeting #2: A subsequent, separate public meeting where the Board evaluates specific statutory criteria and votes to determine that the proposal serves a paramount public interest.

3- FAR Publication: Only after that formal public interest determination is made at the second meeting can the mandatory report be published in the Florida Administrative Register for at least 7 days.

4. Real Property Leasing Defects & Prior Unresolved Legal Insufficiency
Leasing public utility land for a nominal fee ($1/year) bypasses the competitive land disposition mandates established under F.S. § 125.35, which requires property to be leased to the highest and best bidder unless an explicit statutory exemption is satisfied.

Furthermore, moving forward on a transaction of this scale when the Manatee County Attorney's Office (CAO) previously identified significant legal insufficiency—and without a documented, cleared legal sufficiency sign-off on the final agreement—creates unacceptable legal, operational, and financial exposure for Manatee County taxpayers.

FORMAL REQUESTED ACTION
To preserve the integrity of our public procurement standards, uphold the rule of law, and protect the County from catastrophic litigation risks, I respectfully request that the Board pull Agenda Item 31 from the agenda or defer action until:

1. The County Attorney’s Office evaluates these specific statutory boundaries and issues a formal, written legal opinion confirming whether F.S. § 255.20 and F.S. § 255.065 govern this transaction; and

2. Administrative staff either re-solicits the project under standard competitive public works bidding or initiates the proper statutory two-meeting P3 public hearing sequence.

Respectfully submitted,

William "Chris" Daley
Manatee County Property Owner & Taxpayer
Retired Procurement Project Manager, Manatee County Procurement Division (20 Years of Dedicated County Service | 30-Year FRS Member)
941-565-9953

Public Comment

Manatee County Government

Submitted On:
Aug 31, 2026, 01:04PM EDT

Full Name	**First Name:** Chris **Last Name:** Daley
Email	chrisnlinda1@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Item 34- Project Wolf/ CIP Solutions
Comment	Dear Commissioners, County Attorney's Office, and Clerk of Court: I am submitting this formal communication as a Manatee County property owner, taxpayer, and a 30-year veteran of the Florida Retirement System who spent 20 years with the Manatee County Procurement Division, retiring last year as a Procurement Project Manager. Having dedicated two decades of my professional career to administering, enforcing, and safeguarding the integrity of Manatee County's local procurement code and ensuring strict adherence to Florida statutory guardrails, I am compelled to urge the Board to pull or defer Agenda Item 34 (Project Wolf – CIP Solutions, Inc.) from the upcoming meeting agenda. While I take absolutely no position on the underlying business merits, commercial terms, or environmental objectives of the proposed leachate and biosolids treatment facility, the procedural methodology currently being executed by administrative staff contains fatal legal and procedural defects. Proceeding with an award under the current posture exposes Manatee County to immediate contractor bid protests, taxpayer injunctions, and an inevitable judicial ruling declaring the resulting agreement void ab initio (invalid from its inception). SUMMARY OF STATUTORY & ADMINISTRATIVE DEFICIENCIES 1. Misapplication of County Procurement Code (Chapter 2-26) Administrative staff has attempted to bypass mandatory competitive procurement frameworks by publishing an administrative website 'Notice of Intent to Award a Sole Source.' Having spent 20 years administering Manatee County's Procurement Code, I know definitively that Chapter 2-26 explicitly excludes public works construction. The Procurement Division does not possess the administrative or legal authority under local ordinance to apply an informal commodities/services website notice to a $21 million capital utility infrastructure project. Utilizing an inapplicable code mechanism to bypass bidding constitutes a material administrative ultra vires act. 2. Non-Compliance with Public Construction Bidding Mandates (F.S. § 255.20)

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	competitive public works bidding or initiates the proper statutory two-meeting P3 public hearing sequence. Respectfully submitted, William "Chris" Daley Manatee County Property Owner & Taxpayer Retired Procurement Project Manager, Manatee County Procurement Division (20 Years of Dedicated County Service | 30-Year FRS Member) 941-565-9953

Public Comment

Manatee County Government

Submitted On:
Aug 31, 2026, 01:23PM EDT

Full Name	**First Name:** Ruth Ann **Last Name:** Cassell
Email	ruthann2015fl@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Item 34
Comment	Please Deny item 34 No legal review.

September 1, 2026 - Regular Meeting

Subject
Updates to Agenda - August 31, 2026

Category
ANNOUNCEMENTS

Briefings
None

Contact and/or Presenter Information
Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested
Updates incorporated appropriately

Enabling/Regulating Authority
N/A

Applicable Advisory Board
N/A

Background Discussion
Below are agenda updates (dated 8/31/26) for the meeting of September 1, 2026:

ANNOUNCEMENTS
Generic Public Comments
- This agenda item was updated with additional comments.

AWARDS/PRESENTATIONS/PROCLAMATIONS
Presentations
Item 2, **9:00 A.M. TIME CERTAIN** - Project Grace Follow-Up Discussion and Staff Responses to Board and Community Questions and Concerns - District 5
- This agenda item was updated with public comments.

CONSENT AGENDA
Community and Veterans Services
Item 11, Execution of Lease Agreement between Manatee County and The Eternity Temple Washington Park Community Development Corporation, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2

- This agenda item was updated with a revised Lease Agreement.

12, Execution of Lease Agreement between Manatee County and Rubonia Community Association, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2

- This agenda item was updated with a revised Lease Agreement.

Financial Management

Item 13, Adoption of Budget Amendment Resolution B-26-105; and Budget Amendment Resolution B-26-106 for Infrastructure Sales Tax, Claudia Campos, Interim Chief Financial Officer

- This agenda item was updated with final Budget Amendment Resolution B-26-106.

Natural Resource Department

Item 41, Acceptance and Refund of Donation from Big Bill Foundation for 18th Annual Robinson Preserve 5K/10K Race, Aedan Stockdale, Education & Volunteer Division Manager - District 3

- This agenda item was added to the Agenda.

Property Management

Item 25, Execution of Lease Agreement between Manatee County and SPCA Property Co, LLC, for the property located at 5516 21st Avenue West, Bradenton, Florida 34209, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with revised Instructions to Board Records (in strikethrough/underline format) and public comment.

Public Safety

Item 26, Adoption of Resolution R-26-110, accepting a State Grant Award from the State of Florida, Division of Emergency Management, for the Emergency Management Preparedness and Assistance (EMPA) Grant Agreement FY 26/27; and the Adoption of Budget Amendment Resolution B-26-098, Joel Richmond, Deputy Chief of Emergency Management - Countywide

- This agenda item was updated to revise the Action Requested to include Adoption of Budget Amendment Resolution B-26-098 (in strikethrough/underline format).

Public Works

Item 27, Adoption Resolution R-26-087, authorizing the Chairperson or designee to sign the Federal Fiscal Year (FFY) 2026 annual Federal Transit Administration (FTA) Certifications and Assurances, Benita Zarr, Interim Transit Division - Countywide

- This agenda item was updated to revise the Action Requested (in strikethrough/ underline format) and attach a Letter designating Signature of Authority for FTA Assistance and Awards.

ADVERTISED PUBLIC HEARINGS – LEGISLATIVE

Presentations Scheduled

Item 30, Adoption of Ordinance 26-40, Amending Article IV of Chapter 2-25 of the Manatee County Code and Revising ELMAC Membership Eligibility, Terms, Number of Seats and Procedures, Kara Koenig, Environmental Lands Program Manager - Countywide

- This agenda item was updated with the clean version of Ordinance 26-40 and the strikethrough/underline version of Ordinance 26-40.

REGULAR

Government Relations

Item 34, Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5

- This agenda item was updated with public comment and a revised PowerPoint Presentation.

Property Management

Item 35, Adoption of Resolution R-26-97 authorizing the conveyance of County-owned property, known as the GTE building, located at 1009 4th Avenue West, Bradenton, Florida 34205, and execution of a County Deed to the City of Bradenton, a Florida municipal corporation, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with public comments.

REPORTS

Public Works

Item 36, Light Up Manatee Project Status Update, Aaron Burkett, Traffic Operations Division Manager, and Chris DeCosta, Sr, Assessment Coordinator

- This agenda item was updated with public comments and a PowerPoint Presentation.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

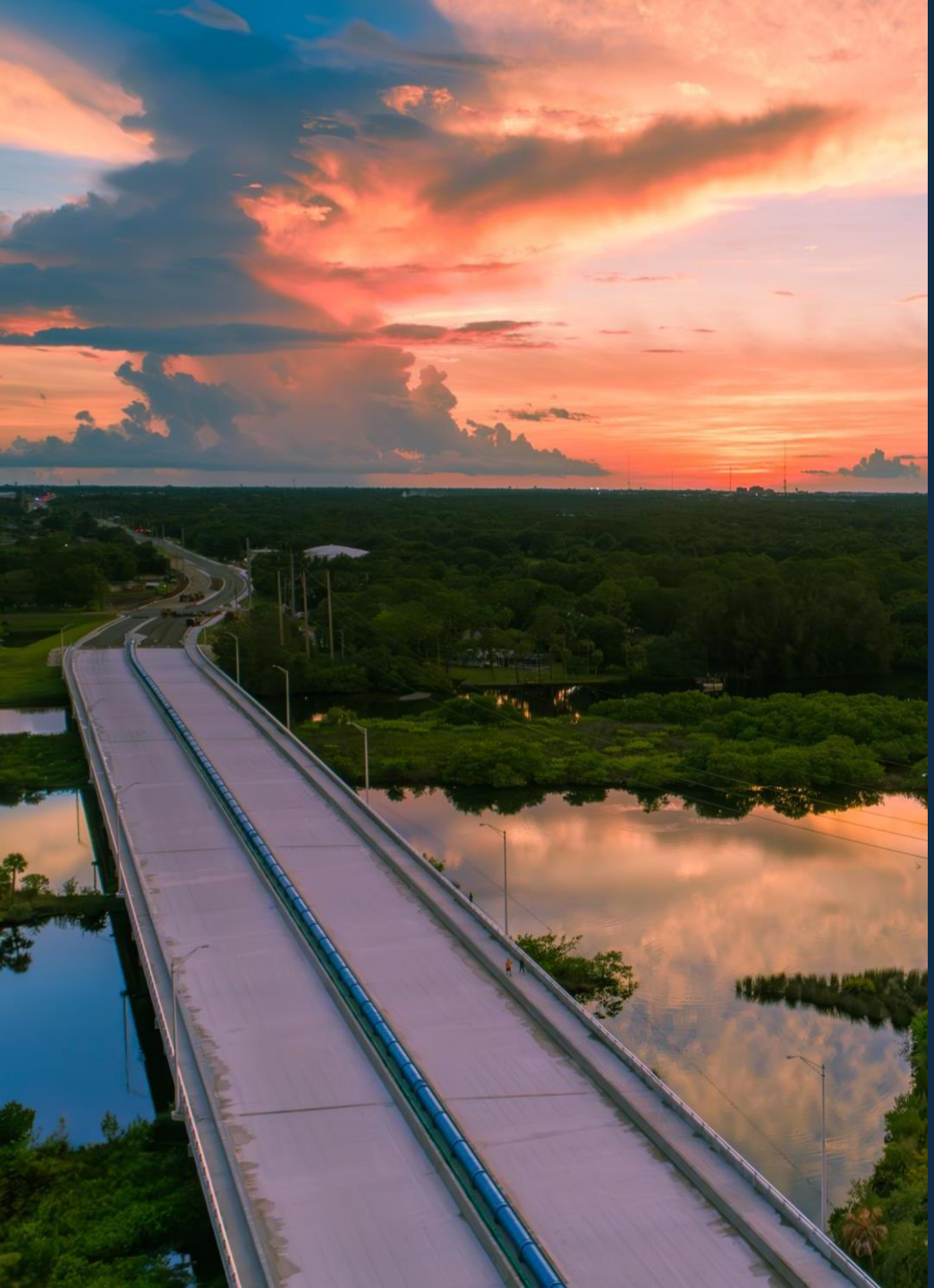
N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



MANATEE COUNTY · PUBLIC UTILITIES

Project Wolf

From County Priority → Proven Pilot → **Deployment**

TODAY'S REQUESTED ACTION

Approval of the performance agreement and associated funding necessary to move Project Wolf into final deployment at the Lena Road Landfill.

This motion delivers the outcomes you set in your Strategic Plan. Approval today cements your legacy as innovators in environmental stewardship and infrastructure.

WHY WE ARE HERE

Delivering on BOC Strategic Plan

The Board told County staff what outcomes it wanted. The County went looking for a solution. That solution is now in front of you.

Manatee County Government Strategic Plan · *Adopted by the Board of County Commissioners, December 16, 2025*

THE BOARD'S DIRECTION

- **Reclaimed water & biosolids strategy**
- **Advanced wastewater treatment**
- **Future regulatory & capacity readiness**
- **PFAS & emerging contaminants**
- **Private-sector / economic partnership**

PROJECT WOLF DELIVERS

1.6 — **Reclaimed-water & biosolids management**

Advanced treatment that returns cleaner water to the County's reuse strategy.

GOAL ACCOMPLISHED

2.1 — **Advanced wastewater treatment (AWT) strategy**

A validated AWT solution for future regulatory and capacity needs.

GOAL ACCOMPLISHED

4.3 — **PFAS, microconstituents & emerging contaminants**

Proven >90% PFAS/PFOA reduction on the County's own water.

GOAL ACCOMPLISHED

Goal 3 Efficiency & fiscal stewardship · **Goal 5 Economic development & partnerships** — advanced through privately financed infrastructure and a public/private partnership.

THE PROBLEM

Turning a Liability Into a Resource

Landfill Leachate & Biosolids effluent are the most difficult waste streams sent through County treatment. These effluents consume capacity and increase cost to facility operations. Project Wolf treats these effluents separately and produces reuseable reclaim water.



Difficult waste stream

Landfill leachate burdens County infrastructure

→



Treat separately

On-site advanced treatment at the landfill

→



Cleaner water

Treated to defined reuse / discharge quality

→



Less treatment burden

Capacity freed at existing County plants

→



Reuse · capacity · opportunity

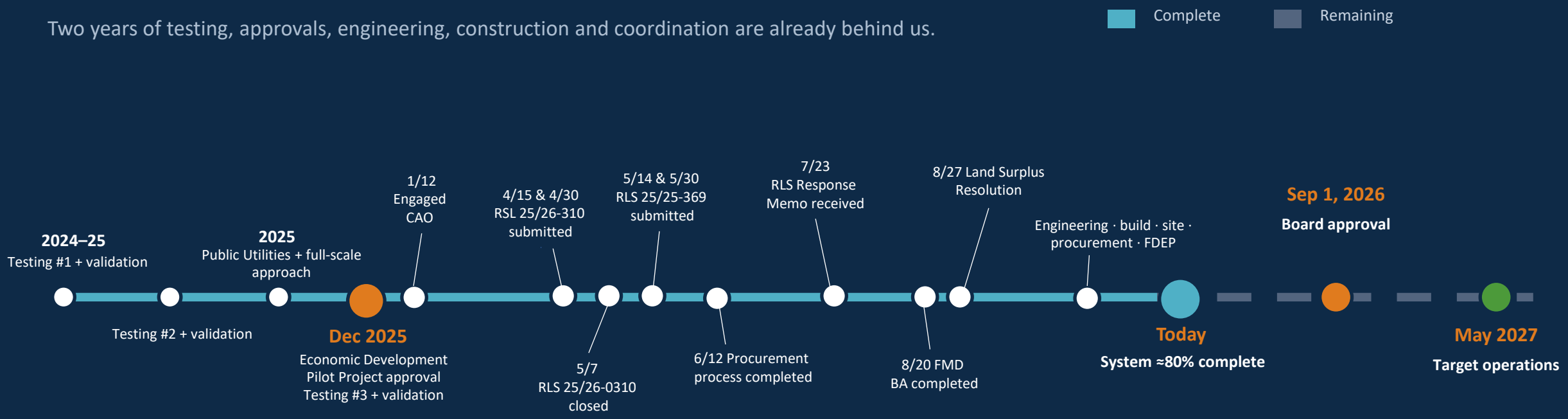
Reclaimed water and future economic value

Take something that costs the County money and turn it into additional capacity, cleaner water, and potential future revenue.

THE ROADMAP

From Validated Pilot to a Real Project

Two years of testing, approvals, engineering, construction and coordination are already behind us.



- Engineering
- System manufacturing
- Site survey
- Geotechnical
- FPL coordination
- Site planning
- Permitting
- Procurement
- FDEP engagement

We are ready for deployment.

APPENDIX

Procurement Path (Sole-Source)

The project advanced through a complete County development and procurement process following successful pilot validation.

1. Pilot validated the solution
2. Public Utilities review of pilot operations & data
3. Economic Development process — approved December 2025
4. Manatee County Development Services — Phase One process (January–May 2026)
5. Engineering & site due diligence
6. **Public procurement opportunity posted to the market**
7. **Market given the opportunity to respond**
8. **No responsive competing proposal received**
9. **Sole-source / open-market process completed**

Preliminary Financial Structure

The project is privately financed for capital and structured as a County operating investment under a performance agreement. Figures are preliminary and subject to final rate analysis, legal / budget review and Board approval.

Estimated annual sources

Solid Waste Utility	**$3,790,000**
Renewable Natural Gas revenue	**$400,000**
Wastewater avoided treatment costs	**$70,000**
Available PFAS-related settlement proceeds	**$240,000**

Total estimated annual contract ≈ $4.2M–$4.5M

CIP Solutions Private Capital

CIP Solutions privately finances the treatment-system design, permitting, construction and equipment, limiting the County's upfront capital exposure.

County investment

An operating investment under a performance-based service agreement, not a capital purchase.

Rate consideration

A monthly solid-waste charge of ≈ $2.75 could be considered, subject to final rate analysis and Board direction.

Board control

Final agreement, funding, rate impacts and material terms remain subject to Board approval.

WHAT IS BUILT

Project Wolf Equipment & Infrastructure – Ready to Launch







≈80% of the system is complete

- Equipment physically in Manatee County
- Site survey & geotechnical investigation completed
- Manatee County Development Services — Phase One completed
- Engineering substantially advanced
- FPL coordination underway
- Permitting / site package advanced
- Procurement process completed

The treatment equipment has been manufactured; the project is advancing through the remaining steps required for deployment. Commissioners are welcome to see it in person.

WHY NOW

Florida Is Moving in the Same Direction

At the 2026 Air & Water Management Conference, FDEP Secretary Alexis Lambert framed the State's priorities:

> ***Environmental stewardship and economic growth, hand in hand.***

> ***Local governments must pilot innovative technologies — and partner with businesses.***

> ***Develop innovative technologies for beneficial reuse and water reclamation.***

> ***Redefine, reimagine and repurpose existing waste streams.***

— FDEP Secretary Alexis Lambert, 2026 Air & Water Management Conference (keynote remarks)

Reflects keynote remarks; not a formal FDEP endorsement of Project Wolf.

Manatee County is already leading - because you demanded it.

MANATEE COUNTY HAS ALREADY DONE EACH OF THESE

- **Pilot innovative technology** — 2024–2025 pilot on County water
- **Partner with business** — Manatee County + CIP Solutions
- **Beneficial reuse** — Core objective of the project
- **Repurpose waste streams** — Leachate → treated water & resource
- **Environmental + economic value** — Capacity, reuse & potential regional revenue

Secretary Lambert also highlighted innovation at Manatee County's landfill Waste-to-Energy initiative.

WHY NOW

We Validated the Solution While the Rules Are Moving

Florida HB 1019

Florida is increasing PFAS monitoring and accountability for wastewater and biosolids — the direction of travel is clear.

FDEP

CIP Solutions has already discussed the technology and pilot data with FDEP personnel. Permitting will not be their first exposure to it.

Manatee County

The County Utilities Department and CIP Solutions partnered to validate an innovative technology solution for biosolids and leachate in advance of future legislation.

Manatee County has positioned itself to act proactively by validating a solution ahead of evolving regulatory requirements.

THE BENEFIT

Increased Reclaimed & Reuse Water for Manatee County Citizens

More reclaimed & reuse water

Supports reclaimed and reuse water availability for existing Manatee County residents.

More capacity

Removes a difficult load from existing wastewater infrastructure.

Better use of infrastructure

Improves efficiency and can help defer larger capital needs.

Regulatory readiness

Positions the County ahead of emerging PFAS and contaminant rules.

Economic opportunity

Future potential to accept qualified outside streams for a fee — a regional asset.

Your leadership delivers cleaner water and capacity relief for existing residents - today.

300,000 GPD initial treatment capacity with a future pathway toward **1 MGD** of reclaimed & reuse water.

THE FULL CIRCLE

From Strategic Plan to Results

Advanced wastewater treatment — DELIVERED
Strategic objective 2.1

Reclaimed water / biosolids strategy — DELIVERED
Strategic objective 1.6

PFAS / emerging-contaminant readiness — DELIVERED
Strategic objective 4.3

Public/private innovation & investment — DELIVERED
Goals 3 & 5

The County set the direction. → The solution was tested. → The project was built. → The next step is deployment.

From your Strategic Plan to real results – Project Wolf is your innovation, delivered.

Target Operations

May 2027

VALHALLA

ADVANCED WASTEWATER TREATMENT SYSTEM

CIP SOLUTIONS

VIKING / WOLF PROJECT TIMELINE

From Board Presentation to Operational Start

1 → 2 → 3 → 4 → 5 → 6 → 7

1 — SEPTEMBER 1, 2026



BOARD PRESENTATION / DECISION

Board consideration of authorization to proceed with project execution.

2 — SEPTEMBER 1 – OCTOBER 15, 2026



ENGINEERING & PERMIT DEVELOPMENT

McKim & Creed resumes detailed engineering, prepares permit packages, finalizes construction drawings, and coordinates utility requirements with FPL.

3 — OCTOBER 16 – DECEMBER 16, 2026



REGULATORY REVIEW & UTILITY COORDINATION

Permit applications under agency review while FPL engineering, electrical design, and service coordination progress in parallel.

4 — JANUARY 1 – FEBRUARY 28, 2027



SITE PREPARATION

Civil work including grading, foundations, containment, underground utilities, piping tie-ins, and electrical infrastructure.

5 — MARCH 1 – MARCH 31, 2027



EQUIPMENT INSTALLATION

Mobilization, equipment placement, piping, electrical connections, and mechanical completion.

6 — APRIL 1 – APRIL 30, 2027



COMMISSIONING, TESTING & TRAINING

System startup, optimization, operator training, performance testing, and final acceptance.

7 — MAY 1, 2027



OPERATIONAL START

Treatment facility begins full-scale operations.

Although the treatment equipment has already been manufactured, the project schedule is governed by engineering updates, permitting, utility coordination, site construction, installation, testing, and operator training. These activities represent the critical path required for safe, compliant, and reliable operation.

PLANNED
Purposeful planning from day one.

COORDINATED
Aligned teams and partners moving forward together.

COMPLIANT
Meeting all regulatory and safety requirements.

READY TO OPERATE
Delivering a reliable system built for long-term success.

APPENDIX

Backup Detail for Commissioner Questions

Implementation timeline · before/after samples · procurement · FDEP engagement · treatment process · pilot results · PFAS & Florida HB 1019 · Strategic Plan · financial structure · reclaimed-water pathway · scale · equipment · FAQ

THE VALUE PROPOSITION

No Risk, High Reward Project

The County is not funding an untested technology — and development risk is limited, because that work is already done.

LOW COUNTY RISK

- Proven through pilot testing on Manatee County water
- Treatment equipment already manufactured
- CIP Solutions provides the treatment-system capital
- Performance-based agreement
- Project & permitting pathway substantially developed
- County retains contractual / performance protections

HIGH PUBLIC REWARD

- Increased reclaimed & reuse water
- Frees capacity within existing wastewater infrastructure
- Reduces the burden of untreated landfill leachate
- Positions Manatee County ahead of emerging contaminant requirements
- Creates a pathway toward approximately 1 MGD
- Creates future regional / economic opportunities

Validated technology. Private capital. Measurable performance. Public benefit.

THE HISTORY

Strategic Plan Implemented – Goals Achieved



2024

Pilot testing begins

Manatee County and CIP Solutions begin pilot testing — at no cost to the County, using the County's actual water.



2024–2025

Testing & validation

Testing continues, data is collected, and the treatment approach is validated.



2025

Full-scale concept

Results taken to Public Utilities; treatment process, capacity and integration developed.



Dec 2025

Economic Development approval

A major County milestone — the project moves from testing into development.

The pilot was designed to prove the concept on Manatee County leachate & biosolids effluent under actual operating conditions — not laboratory theory.

APPENDIX

Before & After: The Water Tells the Story

The clearest way to show what the system does is the actual leachate sample beside the treated-water sample. Insert real sample photos here before the meeting.

BEFORE



[Insert raw landfill leachate photo]

Raw landfill leachate

AFTER



[Insert treated water photo]

Treated water

APPENDIX

Parallel FDEP Engagement

CIP Solutions has proactively introduced the Valhalla AWT Manatee County Project, technology, and pilot results to FDEP — supporting a soft landing into the permitting process and a more informed, coordinated path forward.



Who

Meetings with FDEP personnel including John Coates and Tim Barr, and relevant FDEP technical teams.



What

The Valhalla AWT technology, pilot results, and the anticipated permitting pathway.



Why it matters

Early regulator familiarity with the technology, project, and pilot data helps create a more informed and coordinated permitting process.

FDEP engagement is coordination and does not constitute formal approval or permitting of Project Wolf.

APPENDIX

How the System Works

Pretreat
Condition & stabilize high-strength streams

Separate
Separate ammonia, organics & volatile constituents

Capture
Remove solids, metals & PFAS-bearing residuals

Polish
Produce water for defined reuse / discharge

Reuse
Route to the approved pathway



The Valhalla system uses controlled hydrodynamic cavitation (CHC) within a modular treatment train.

The final agreement should define:

- Influent and effluent (treatment) standards
- Testing, reporting and chain-of-custody for residuals
- Payments and remedies tied to measurable performance
- Flexibility for future upgrades as regulations evolve

APPENDIX

Pilot Performance & Treatment Criteria

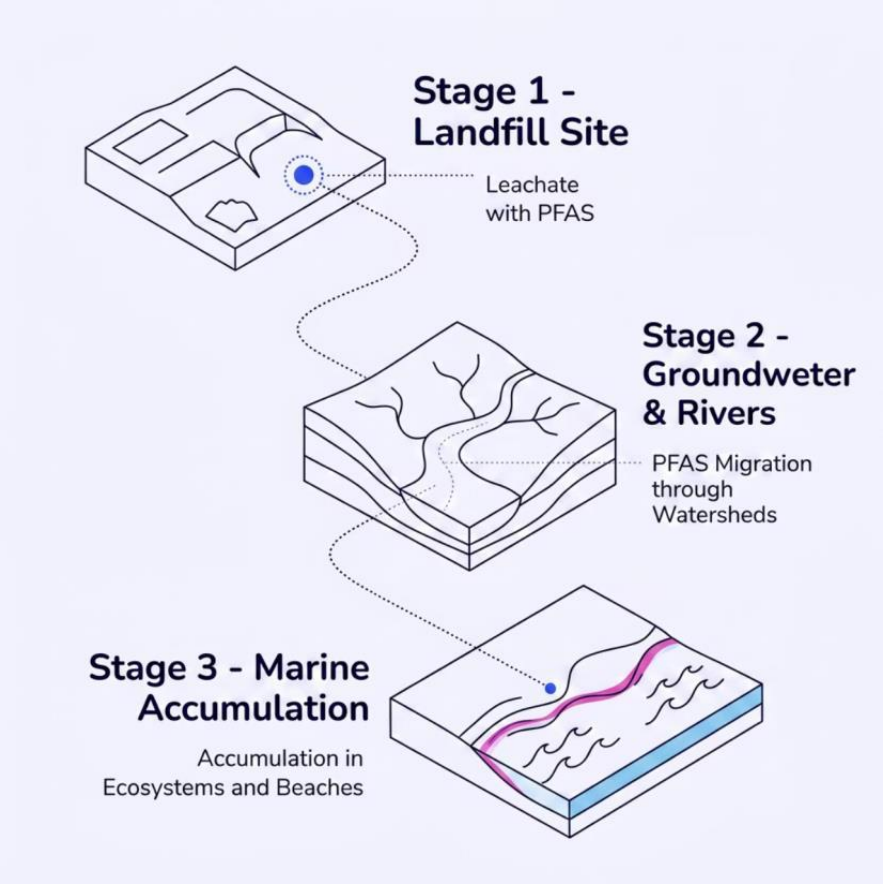
Pilot testing on Manatee County water reported reclaimed-water quality results and PFAS/PFOA reductions greater than 90%. Family-specific permitting determines final targets.

Primary & secondary	Reuse / reclaimed	Reuse / recharge	AWT criteria
Meets primary & secondary drinking-water quality standards; supports high-purity effluent and advanced polishing.	Achieves reuse / reclaimed water standards for land application; supports irrigation and non-potable offsets.	Meets recharge-quality requirements for injection and aquifer support where permitted.	Consistently meets or exceeds AWT standards — CBOD 5 mg/L, TSS 3 mg/L, TN 3 mg/L, TP 1 mg/L.

Pilot benchmarks reflect performance during pilot operations; final permitted criteria confirmed through FDEP permitting.

APPENDIX

PFAS & Florida HB 1019 — in Plain English



What PFAS is

"Forever chemicals" that persist in the environment and can move from leachate into groundwater, rivers and coastal systems.

What was tested

The pilot demonstrated PFAS/PFOA reductions greater than 90% on Manatee County's own water streams.

Why Florida HB 1019 matters

Florida is increasing PFAS monitoring and accountability for wastewater and biosolids. The significance is direction of travel — not a mandate to build this specific project.

The policy question

Act proactively after already validating a solution, or wait until requirements become more restrictive?

APPENDIX

Strategic Plan — County Language

Manatee County Government Strategic Plan · *Adopted by the Board of County Commissioners — December 16, 2025*

1.6	"Develop a comprehensive master plan to guide reclaimed water and biosolids management strategies."
2.1	"Improve resiliency and capacity of … utility infrastructure …" — Utilities action: "develop an advanced wastewater treatment (AWT) strategy to meet future regulatory and capacity needs."
4.3	"Enhance environmental regulation, monitoring, and public education …" — Utilities actions include "PFAS, microconstituents & emerging contaminants."
Goal 3	Government Efficiency, Transparency & Fiscal Stewardship — "use technology to be more efficient, save money, and stay open with the public."
Goal 5	Economic & Tourism Development — "grow our economy … working better with our regional partners."

APPENDIX

Reclaimed-Water Pathway

Initial operating period

- Treated water may initially return to the plant while reclaimed-water permitting is completed
- Even then, the plant receives much cleaner water instead of untreated leachate
- Immediate operational benefit from reduced contaminant load

After reuse / permitting modifications

- Treated water supports the County's reclaimed-water strategy
- Provides both biological (load) and hydraulic (flow) relief
- More usable reclaimed water for existing residents and community needs

The reuse focus is on serving existing Manatee County residents and community needs.

APPENDIX

Scale & Future Regional Opportunity

PHASED CAPACITY VISION

300,000 GPD

Initial treatment capacity

Future pathway toward 1 MGD of reclaimed & reuse water.

Regional leachate hub

Potential to accept qualified outside leachate for a fee, subject to permitted capacity.

Reuse pathways

Expanded treatment could increase reclaimed-water availability where permitted.

Grant / loan readiness

A documented regional environmental project may strengthen funding competitiveness.

Utility structure

Future rate, utility-district or enterprise options can be evaluated later.

Regional revenue is a potential future opportunity, not guaranteed revenue.

APPENDIX

The System — Built for Manatee County



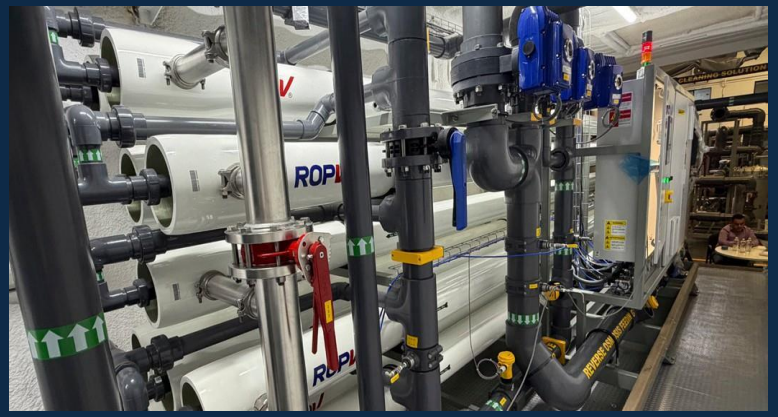
GAC & media — interior



Completed container — exterior



CHC / treatment — interior



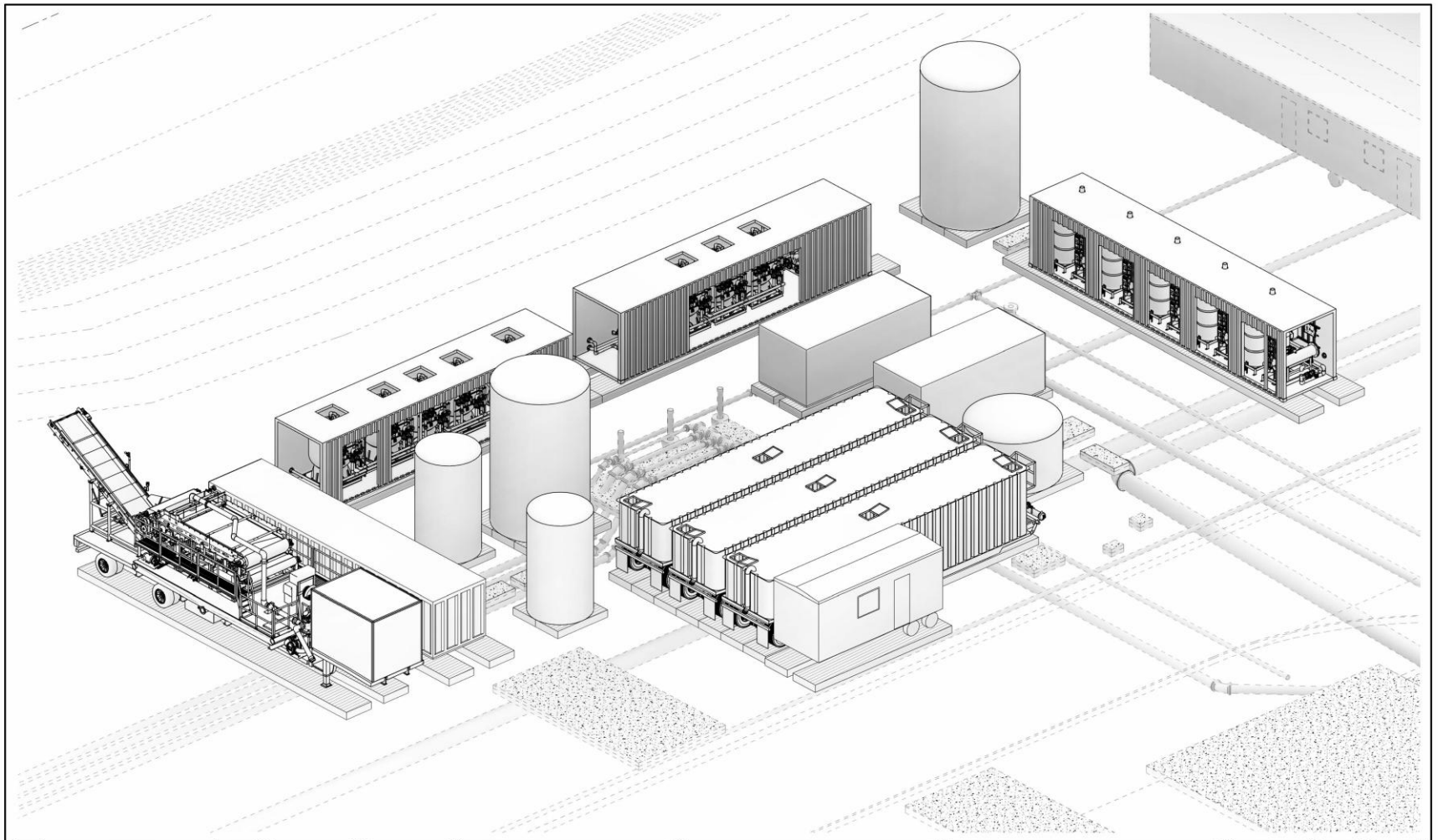
Process piping



Membrane / polishing skid



Full system layout (render)



REV. NO.	DESCRIPTION	DATE

REVISIONS

McKIM&CREED
4300 Edwards Mill Rd., Suite 200
Raleigh, North Carolina 27612
Phone: (919) 233-8091, Fax: (919) 233-8031

NC License# F-1222
www.mckimcreed.com

CHEMICAL INJECTION PARTNERS

PROJECT VIKING

MECHANICAL

SITE PERSPECTIVE

ISSUE DATE:	APR IL, 2026
MCE PROJ #:	10029-0003
DRAWN:	DES
DESIGNED:	DES
CHECKED:	P.A.
PROJ. MGR:	TPL

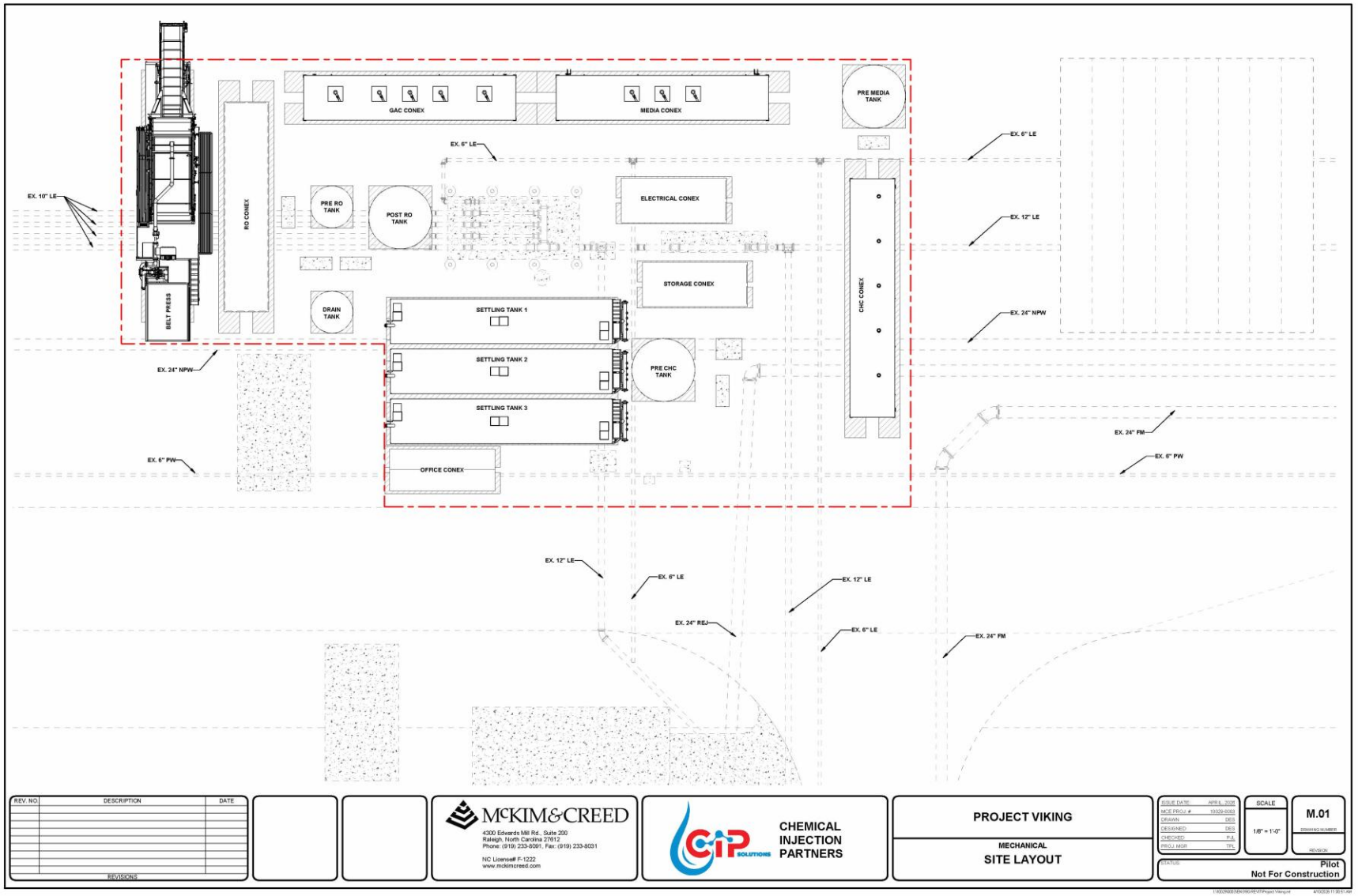
SCALE

M.00

DRAWING NUMBER

REVISION

STATUS: Pilot
Not For Construction



REV. NO.	DESCRIPTION	DATE

REVISIONS

McKIM&CREED
4300 Edwards Mill Rd., Suite 200
Raleigh, North Carolina 27612
Phone: (919) 233-8091, Fax: (919) 233-8031
NC License# F-1222
www.mckimcreed.com

CHEMICAL INJECTION PARTNERS

PROJECT VIKING

MECHANICAL

SITE LAYOUT

ISSUE DATE:	APRIL, 2026
MCE PROJ #	19129-0003
DRAWN	DES
DESIGNED	DES
CHECKED	T.A.
PROJ. MGR	TPL

SCALE: 1/8" = 1'-0"

DRAWING NUMBER: M.01

REVISION:

STATUS: Pilot
Not For Construction

APPENDIX

Anticipated Commissioner Questions

Q Why now?

Project Wolf advances the Board of County Commissioners adopted Strategic Plan while positioning Manatee County alongside current legislative requirements and ahead of anticipated future regulation.

Q Why this technology?

This is the only technology proven on Manatee County's actual biosolids and leachate streams, tested under the County's real operating conditions. The full-scale system is designed to manage 100% of the County's current applicable treatment volume.

Q Is this required today?

No. Florida HB 1019 is a legislative precursor to anticipated future regulation. Project Wolf delivers operational value today — addressing a challenging treatment stream, improving efficiency, and strengthening long-term reclaimed & reuse water resiliency — with no capital investment required from the County.

Q Did anyone else bid?

The opportunity was posted to the market; no responsive competing proposal was received.

Q What happens to treated water initially?

It may return to the plant while reuse permitting is completed — reduces the treatment burden on existing facility.

Q What does the County pay for?

An operating investment under a performance agreement; CIP Solutions finances the treatment-system capital.

Q Is this potable drinking water?

No — treated water is routed to defined reuse / discharge pathways, subject to permitting.

Q What if the BOCC does not approve?

The primary risk is lost opportunity — delaying a public-private partnership, forfeiting the time value of the investment and development work already completed, potentially recreating future design and procurement costs, delaying infrastructure-efficiency improvements, and postponing a long-term reclaimed & reuse water solution.

Public Comment

Manatee County Government

Submitted On:
Aug 29, 2026, 07:10AM EDT

Full Name	**First Name:** Karen **Last Name:** Ciemniecki
Email	karenciemniecki@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	$21M CIP deal to a private comp. on county land for $1-bad deal for Manatee County
Comment	I have lost total faith in BOCC and their ability to manage Manatee County wisely, without being frivolous with taxpayers' money.. "Project Wolf" will end up costing the taxpayers (me) $4.2 t0 4.5 million or $21M over 5 yrs. Property that would bring in lease money to the county will be leased for $1 and still in the end cost us money that could be spent on better things- example- keeping your promise at the Manatee County/ Bishop Animal Center. Do what is right by making it a permanent shelter and making Manatee County a no kill county again. Fix the flooding issues and make it user friendly for the public, animals, staff, and volunteers. Yes waste water treatment facilities are needed along with expansion of Lake Manatee and our water supply, and a road system that is not failing. Your new growth that your so fond of approving does not pay for itself. This is not a good deal for Manatee County taxpayers. Fix the problems we have now, before you continually spend the taxpayers money. You are making so many bad decisions regarding leeway to developers and private companies that don't make Manatee County any richer. It only lines the pockets of unscrupulous million and billionaires that don't really care about our county and our quality of life. You need to step up your game and consider what you do now and how it affects the average citizen.

Public Comment

Manatee County Government

Submitted On:
Aug 29, 2026, 03:16PM EDT

Full Name	**First Name:** Glen **Last Name:** Gibellina
Email	Glengibellina@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5
Comment	August 29, 2026 Tuesday, September 1, 2026 - Regular Meeting Manatee County Board of County Commissioners Manatee County Administration Building 1112 Manatee Avenue West Bradenton, Florida 34205 Re: Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5 Waterman The key issue is not whether Manatee County needs better landfill-leachate and PFAS treatment. It is whether the County should commit to a roughly $21 million, privately financed CIP Solutions facility—plus a lease of public landfill property and long-term service payments—before the County Attorney and Risk Manager have signed off on the final agreement. Your phrase “life is not an application of this deal; it’s a dynamic of the system” gets at the right public-policy frame: this should be evaluated as a long-lived system decision, not merely as approval of one vendor proposal. What Project Wolf Proposes Based on the agenda language you provided, “Project Wolf” would place a privately financed treatment facility at the Lena Road Landfill. Chemical Injection Partners Florida, LLC, doing business as CIP Solutions, would finance, build, operate, and maintain it; Manatee

County would purchase treatment services or treated water and lease part of County-owned land to the company.
The stated objectives are substantial:
• Reduce impacts from landfill leachate.
• Expand reclaimed-water capacity.
• Improve readiness for PFAS treatment.
• Increase resilience of landfill and water infrastructure.
• Shift up-front construction financing and operating responsibility to the private partner.

The Lena Road Landfill is a County facility east of I-75 off State Road 64, so the proposed facility is tied directly to a core public-utility asset rather than an isolated private industrial site. mymanatee+1

Why this is more than a contract
A facility like this creates system dependency
That is why “approve staff to proceed” can be misleadingly modest language. The Board is potentially choosing a financing structure, an operating model, a land-use arrangement, a PFAS-risk allocation, and a long-duration counterparty relationship all at once.
The decisive governance concern

The staff report contains an unusually material warning: on July 23, 2026, the County Attorney’s Office reportedly concluded that the agreement submitted was not legally sufficient, recommended revision and resubmission, and had not subsequently opined that the proposed documents were legally sufficient. The agenda also says the County Risk Manager had not approved the agreement’s insurance provisions.

That does not necessarily establish that the project itself is unwise or unlawful. It does mean that approving the transaction in its present form would ask commissioners to proceed despite two unresolved internal controls:

1. Legal sufficiency. The County Attorney’s concerns and redlines should be resolved, not simply noted. The public should be able to tell whether the final documents comply with the applicable authority, including Florida Statutes section 125.35 and the County’s own surplus-land procedures.

2. Risk allocation. Insurance language is not boilerplate in a project involving landfill leachate, PFAS, treatment equipment, public property, and potentially reclaimed water. The agreement needs definite requirements for environmental impairment liability, pollution coverage, workers’ compensation, professional liability where applicable, property damage, indemnification, performance security, and County step-in rights.
The appropriate distinction is:
• Proceed with due diligence: potentially reasonable.

• Authorize negotiations subject to defined protections: potentially reasonable.
• Execute or bind the County to the deal before counsel and risk approval: difficult to justify from a governance standpoint.
The Bradenton Times reported that commissioners were expected to consider a proposed wastewater-treatment project involving a commitment by the County, consistent with the agenda material you quoted.thebradentontimes
Questions the Board should answer publicly
Before final approval, commissioners should require written, specific answers to these questions:
• What is the total County financial exposure over the entire agreement term—not merely the stated $21 million project cost?
• Is there a minimum-payment, minimum-volume, take-or-pay, availability-payment, escalation, termination-payment, or guaranteed-return obligation?
• Who owns the facility, land improvements, equipment, permits, intellectual property, and treated water rights at each stage of the term?
• What happens if CIP Solutions fails to perform, becomes insolvent, loses insurance, cannot meet PFAS standards, or experiences a treatment outage?
• What are the treatment-performance standards for leachate and reclaimed water, including sampling frequency, independent verification, failure remedies, and public disclosure?
• Where do concentrated PFAS residuals, spent media, sludge, brine, or other treatment by-products go—and who bears cost and environmental liability for them?
• Does the County have termination rights, audit rights, step-in rights, price-reopener rights, and the right to take ownership or control in an emergency?
• Was the arrangement competitively procured in a manner that legitimately supports selecting this specific vendor and deal structure?
• Why is the project being presented without updated County Attorney legal-sufficiency approval and Risk Manager insurance approval?
• Is the land lease at fair market value or otherwise supported by a documented public-purpose finding and legally adequate disposition process?

A prudent Board action
A defensible action would be to authorize continued negotiation only, while withholding final lease, service agreement, financial commitment, and budget implementation until staff return with:
• A revised agreement marked as legally sufficient by the County Attorney's Office.
• Written approval of the insurance and indemnity package by the County Risk Manager.
• A complete lifecycle-cost comparison against County-owned construction/operation and other procurement alternatives.
• A public term sheet showing payment obligations, escalation, duration,

renewal, termination, performance guarantees, and default remedies.
• Independent engineering validation of capacity, treatment claims, PFAS-residual management, and reclaimed-water quality.
• Clear confirmation that the land transaction and procurement route satisfy Florida law and County requirements.
• A public-interest finding explaining why this ownership and financing model is preferable to alternatives.
That approach does not reject PFAS readiness or improved landfill treatment. It recognizes that environmental infrastructure must be resilient technically, legally, and financially—and that public approvals should follow completed review, not substitute for it.

CERTIFICATE OF SERVICE
I HEREBY certify that a true and correct copy of written response to : Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5 has been provided by email to the Board of County Commissioners this 29th day of August 2026

FOR THE RECORD
Glen GADFLY Gibellina

Public Comment

Manatee County Government

Submitted On:
Aug 29, 2026, 03:47PM EDT

Full Name	**First Name:** Glen **Last Name:** Gibellina
Email	Glengibellina@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	LEASE CIP Resolution B-26-109; and Resolution R-26-122
Comment	August 29, 2026 Manatee County Board of County Commissioners Manatee County Administration Building 1112 Manatee Avenue West Bradenton, Florida 34205 Re: Opposition to Approval of Project Wolf—Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Budget Amendment Resolution B-26-109; and Resolution R-26-122 Dear Chair and Commissioners: I respectfully urge the Board to vote NO on Project Wolf as presented, including the proposed lease of County-owned property to Chemical Injection Partners Florida, LLC, doing business as CIP Solutions; Budget Amendment Resolution B-26-109; and Resolution R-26-122. Manatee County should pursue responsible landfill-leachate management, PFAS preparedness, and reliable water infrastructure. However, the need for treatment does not justify approving a poorly vetted private arrangement that places public land, public funds, and long-term public utility obligations at risk. This proposed lease and service arrangement has not been shown to provide a clear, measurable, and enforceable benefit to Manatee County taxpayers. The proposal would place a privately financed, privately built, privately operated treatment facility at the Lena Road Landfill. CIP Solutions would finance, construct, operate, and maintain the facility, while the County would lease public property and purchase treatment services or treated water. This is not a limited administrative action. It is a long-term policy choice that can bind taxpayers to a particular vendor, technology, operational model, payment structure, and environmental-risk allocation for years to come.

The public has not been provided sufficient evidence that this structure is the best value for taxpayers. Before approving a lease or committing County resources, the Board should know the County's complete financial exposure over the full life of the agreement—not merely the stated project cost. The public deserves clear disclosure of all service payments, price escalators, minimum-volume or minimum-payment obligations, availability payments, renewal provisions, termination costs, contingencies, and potential taxpayer liabilities.

The Board should also consider whether the County is receiving fair value for the use of its land. Public land at a critical utility asset should not be made available to a private operator without a clear legal basis, a documented public purpose, appropriate compensation or value, enforceable County protections, and a transparent explanation of why the public-private structure is superior to County ownership, competitive alternatives, or another procurement approach.

Most importantly, the agenda material raises serious unresolved governance concerns. It states that, on July 23, 2026, the County Attorney's Office advised that the agreement submitted for review was not legally sufficient; recommended that staff address the legal comments and redlined edits; and requested that the documents be revised and resubmitted for legal review. The same material states that the documents were not resubmitted before Board consideration, that the County Attorney's Office has not opined that the proposed documents are legally sufficient, and that the County Risk Manager has not approved the proposed insurance provisions.

The Board should not approve this transaction while these safeguards remain unresolved. Legal sufficiency and risk-management approval are not optional formalities. They are basic protections for taxpayers and for the County itself—especially where the proposal involves PFAS, landfill leachate, biosolids, private treatment infrastructure on public land, insurance and indemnity terms, and potentially significant long-term financial commitments.

Approval at this stage would be premature because the Board and public still need clear answers to fundamental questions:

• What is the maximum total financial obligation of Manatee County over the agreement term?

• Will the County be required to make minimum payments, take-or-pay payments, availability payments, escalation payments, or termination payments?

• What is the lease value, and how was it determined to be fair and in the public interest?

• Who owns the facility, equipment, improvements, permits, and treated-water rights during and after the agreement?

• What happens if CIP Solutions fails to perform, loses required insurance, becomes insolvent, cannot meet treatment standards, or has an operational failure?

• Who pays for and remains liable for PFAS concentrate, spent filtration media, sludge, brine, or other treatment residuals?

• What independent standards, monitoring, public reporting, remedies, and penalties will ensure performance?

• Does the County have meaningful audit rights, termination rights, emergency step-in rights, and the ability to protect public health and utility operations if the vendor defaults?

• Was the vendor and deal structure selected through a process that provides the County with genuine competition, best value, and transparency?

• Why is the Board being asked to approve a lease and budget action before the County Attorney and County Risk Manager have completed and approved their respective reviews?

Taxpayers should not be asked to assume unknown financial, environmental, and legal risks so that a private company can obtain the benefit of County land and a potentially long-term County revenue stream. The County should not substitute an incomplete agreement for completed due diligence. Nor should it use a budget amendment or lease authorization to move ahead before the governing documents are legally sufficient and the risk protections are approved.

Accordingly, I request that the Board reject the proposed approval at the September 1, 2026 meeting. At a minimum, the Board should defer any binding action until staff returns with all of the following:

• A revised agreement determined legally sufficient by the County Attorney’s Office.

• Written approval of insurance, indemnification, pollution and environmental liability coverage, and related risk provisions by the County Risk Manager.

• A complete public lifecycle-cost analysis comparing the proposed arrangement with County-owned and competitively available alternatives.

• A public term sheet stating the full payment structure, escalations,

duration, renewals, termination rights, default remedies, performance guarantees, and maximum taxpayer exposure.

• Independent engineering review of treatment capacity, PFAS performance, reclaimed-water quality, residuals management, disposal obligations, and operational risks.

• A documented finding that the land lease, procurement route, and transaction structure comply with applicable Florida law and County requirements.

• A clear public-interest finding establishing that the lease and overall arrangement deliver demonstrable value to Manatee County taxpayers.

A vote against this proposal as presently structured is not a vote against PFAS treatment, landfill improvements, or environmental responsibility. It is a vote for due diligence, legal compliance, fiscal accountability, fair value for public assets, and protection of the taxpayers who will bear the consequences if this arrangement fails.

Please do not approve Project Wolf, Resolution B-26-109, or Resolution R-26-122 until the County has established, with complete public documentation, that the proposal is lawful, financially prudent, technically sound, and demonstrably beneficial to Manatee County taxpayers.

Respectfully submitted,
Glen GADFLY Gibellina

This is still a proposed five-year agreement estimated at roughly $4.2 million to $4.5 million per year. It involves a private company, county-owned land, treatment infrastructure, future operating costs, performance standards, and possible rate impacts.

The FAQ also says Project Wolf is not currently required by the State or FDEP. That matters.

If this is not required right now by the state or FDEP, then the public deserves to know why this agreement must be approved now, before the election and before the new Board is seated.

If there is an immediate legal, regulatory, environmental, or capacity deadline, please clearly explain that to the public.

But if this is a proactive policy choice, then this should not be rushed.

Before approval, I believe the Board should answer several basic questions:

Can this work be done in-house by Manatee County?

If not, where is the analysis showing why?

Was the sole-source process truly the best option?

Were other technologies or vendors seriously evaluated?

Who owns the facility and equipment?

Who carries liability if something goes wrong?

What happens if the treatment does not perform as promised?

What happens if projected volumes or revenues do not materialize?

What protections exist for taxpayers if this becomes more expensive than expected?

And why should county-owned land be leased to a private operator for $1 a year?

PFAS treatment matters. Planning ahead matters. But public land, public dollars, and long-term service obligations matter too.

Do not ask the Board or the public to rely on an FAQ when this needs legal, financial, and technical answers on the record.

Public Comment

Manatee County Government

Submitted On:
Aug 29, 2026, 09:16PM EDT

Full Name	**First Name:** Sari **Last Name:** Lindroos-Valimaki
Email	Sari4manatee@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Project Wolf /CIP Solutions Agreement
Comment	Public Comment on Project Wolf / CIP Solutions Agreement I have serious concerns about the proposed Project Wolf agreement with CIP Solutions. My concern is not whether PFAS treatment is important. It is. Landfill leachate and biosolids are difficult waste streams, and Manatee County does need to plan responsibly for PFAS, reclaimed water, wastewater capacity, and future regulations. My concern is the structure and timing of this agreement. According to the Project Wolf FAQ, this project would treat landfill leachate and biosolids before they go through the county's regular wastewater system. The goal is cleaner reusable water, freeing up capacity at existing treatment plants, and removing up to 90% of PFAS based on the Project Viking pilot. That sounds promising. But promising technology does not remove the Board's responsibility to scrutinize the deal.

This is still a proposed five-year agreement estimated at roughly $4.2 million to $4.5 million per year. It involves a private company, county-owned land, treatment infrastructure, future operating costs, performance standards, and possible rate impacts.

The FAQ also says Project Wolf is not currently required by the State or FDEP. That matters.

If this is not required right now by the state or FDEP, then the public deserves to know why this agreement must be approved now, before the election and before the new Board is seated.

If there is an immediate legal, regulatory, environmental, or capacity deadline, please clearly explain that to the public.

But if this is a proactive policy choice, then this should not be rushed.

Before approval, I believe the Board should answer several basic questions:

Can this work be done in-house by Manatee County?

If not, where is the analysis showing why?

Was the sole-source process truly the best option?

Were other technologies or vendors seriously evaluated?

Who owns the facility and equipment?

Who carries liability if something goes wrong?

What happens if the treatment does not perform as promised?

What happens if projected volumes or revenues do not materialize?

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And why should county-owned land be leased to a private operator for $1 a year?

PFAS treatment matters. Planning ahead matters. But public land, public dollars, and long-term service obligations matter too.

Do not ask the Board or the public to rely on an FAQ when this needs legal, financial, and technical answers on the record.

Public Comment

Manatee County Government

Submitted On:
Aug 30, 2026, 10:17AM EDT

Full Name	**First Name:** David **Last Name:** Daniels
Email	davidd4300@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Project Wolf – Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill.
Comment	Only commissioners with their heads purposely stuck in the sand would trust this administration to act with integrity and transparency. The public most certainly does not. Refer this to the IG so we can plainly see the procurement process violations. Unbelievable that the administrator just ignores the county attorney's directives. And never any accountability. A complete dereliction of duty by the BoCC.

Public Comment

Manatee County Government

Submitted On:
Aug 30, 2026, 10:21AM EDT

Full Name	**First Name:** Tamara **Last Name:** Harte
Email	tamara4Manatee@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Agenda Item 34. Government Relations - Wolf Project
Comment	Re: Deny the contract and proposal of CPI Solutions and the building of a privately owned waste water facility being built over the Piney Point Super Fund Disaster! Commissioners Please do not approve this agenda item. Why, 1. Has not had a proper legal review, which was requested by Manatee's Legal Counsel. 2. The potential POLLUTION of Tampa Bay as well as the water resources for Manatee and surrounding communities of Tampa Bay. 3. Manatee County officials and experts said the Piney Point Well would be capped once the emergency was of 2021 Piney Point was over. This well should not be used as a PRIVATELY owned well by anyone. Manatee County would loose its oversite and the residents of Manatee would loose its protection of their water resources. Deep well injection sites were deemed terrible for the environment by FDEP 40 years ago, and the reasons still stand today. PLEASE PROTECT OUR MANATEE RESOURCES, by sustainable development that takes into consideration the FINITE natural resources, protect mangrove forests and seagrass meadows, and the fish and wildlife habitat that surrounds Manatee County. Please do the right thing! Concerned Manatee Voter and grandmother Tamara Harte

Public Comment

Manatee County Government

Submitted On:
Aug 30, 2026, 11:25AM EDT

Full Name	**First Name:** Janice **Last Name:** Haber
Email	janice.haber@hotmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Wolf project
Comment	Stop! Follow the normal process including complete legal and public financial review. What’s the hurry, what are you hiding?

Public Comment

Manatee County Government

Submitted On:
Aug 31, 2026, 01:31AM EDT

Full Name	**First Name:** Martha **Last Name:** Jacobs
Email	mjorders@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	October 01, 2026
Topic/Agenda Item	Regular Agenda Item #34
Comment	Regular Agenda Item #34 – Why are we giving things away? You're crying broke when asked for a concrete block kennel building necessary for a public safety issue yet you'll consider spending $21M for a privately owned facility? A $21M CIP Solutions deal where the county will pay to build for a privately owned facility on County land makes no sense at all. This is yet another very questionable contract proposal between Manatee County Government and CIP Solutions, where a former deputy county administrator is now a top executive. Even the county's own attorney is waving red flags on this. Either make this make sense or stop wasting time and money on ridiculous glad-handing. Please vote NO on this Thank you

From: chrisnlinda1@verizon.net <chrisnlinda1@verizon.net>
Sent: Monday, August 31, 2026 10:03 AM
To: Tal Siddique <tal@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>
Cc: Pamela DAgostino <pamela.dagostino@mymanatee.org>; Charlie Bishop <charlie.bishop@mymanatee.org>; Vicki Tessmer <vicki.tessmer@manateeclerk.com>; BCC Agenda <bcc.agenda@mymanatee.org>
Subject: 9/1/2026 Agenda Item 31 (Project Wolf / CIP Solutions, Inc.)

Dear Commissioners, County Attorney's Office, and Clerk of Court:

My name is William "Chris" Daley, and I am submitting this formal communication as a Manatee County property owner, taxpayer, and a 30-year veteran of the Florida Retirement System who spent 20 years with the Manatee County Procurement Division, retiring last year as a Procurement Project Manager. Having dedicated two decades of my professional career to administering, enforcing, and safeguarding the integrity of Manatee County's local procurement code and ensuring strict adherence to Florida statutory guardrails, I am compelled to urge the Board to pull or defer Agenda Item 31 (Project Wolf – CIP Solutions, Inc.) from the upcoming meeting agenda.

While I take absolutely no position on the underlying business merits, commercial terms, or environmental objectives of the proposed leachate and biosolids treatment facility, the procedural methodology currently being executed by administrative staff contains fatal legal and procedural defects. Proceeding with an award under the current posture exposes Manatee County to immediate contractor bid protests, taxpayer injunctions, and an inevitable judicial ruling declaring the resulting agreement void ab initio (invalid from its inception).

SUMMARY OF STATUTORY & ADMINISTRATIVE DEFICIENCIES

1**. Misapplication of County Procurement Code (Chapter 2-26)**
It appears that administrative staff has attempted to bypass mandatory competitive procurement frameworks by publishing an administrative website 'Notice of Intent to Award a Sole Source.' Having spent 20 years administering Manatee County's Procurement Code, I know definitively that Chapter 2-26 explicitly excludes public works construction. The Procurement Division does not possess the administrative or legal authority under local ordinance to apply an informal commodities/services website notice to a $21 million capital utility infrastructure project. Utilizing an inapplicable code mechanism to bypass bidding constitutes a material administrative ultra vires act.

2. **Non-Compliance with Public Construction Bidding Mandates (F.S. § 255.20)**
Under Florida Statute § 255.20(1), county construction projects exceeding strict statutory monetary thresholds must be competitively procured via an open invitation for bids or requests for proposals. Local administrative staff cannot override state statute

via a website notice. Waiving competitive bidding under Section 255.20(1)(c) requires a formal public hearing and the adoption of an explicit resolution approved by a two-thirds (2/3) supermajority vote of the Board of County Commissioners. This resolution must be supported by detailed, documented findings of fact explaining why competition is impossible or contrary to the public interest. No such hearing has occurred, and no such resolution has been executed.

3. Circumvention of the Mandatory State P3 Process (F.S. § 255.065)
A long-term transaction where a private vendor designs, builds, finances, and operates a public utility asset on county-owned land leased for nominal rent ($1/year) is, by definition, a Public-Private Partnership (P3). Under Florida Statute § 255.065, including recent fast-track legislative provisions, a county is legally prohibited from executing a contract with a single unsolicited proposer unless it satisfies a rigid public hearing sequence:
1- Public Meeting #1: A formal, public presentation of the unsolicited proposal with an open, documented public comment period.

2- Public Meeting #2: A subsequent, separate public meeting where the Board evaluates specific statutory criteria and votes to determine that the proposal serves a paramount public interest.

3- FAR Publication: Only after that formal public interest determination is made at the second meeting can the mandatory report be published in the Florida Administrative Register for at least 7 days.

4. Real Property Leasing Defects & Prior Unresolved Legal Insufficiency
Leasing public utility land for a nominal fee ($1/year) bypasses the competitive land disposition mandates established under F.S. § 125.35, which requires property to be leased to the highest and best bidder unless an explicit statutory exemption is satisfied.

Furthermore, moving forward on a transaction of this scale when the Manatee County Attorney's Office (CAO) previously identified significant legal insufficiency—and without a documented, cleared legal sufficiency sign-off on the final agreement—creates unacceptable legal, operational, and financial exposure for Manatee County taxpayers.

FORMAL REQUESTED ACTION
To preserve the integrity of our public procurement standards, uphold the rule of law, and protect the County from catastrophic litigation risks, I respectfully request that the Board pull Agenda Item 31 from the agenda or defer action until:

1. The County Attorney’s Office evaluates these specific statutory boundaries and issues a formal, written legal opinion confirming whether F.S. § 255.20 and F.S. § 255.065 govern this transaction; and

2. Administrative staff either re-solicits the project under standard competitive public works bidding or initiates the proper statutory two-meeting P3 public hearing sequence.

Respectfully submitted,

William "Chris" Daley
Manatee County Property Owner & Taxpayer
Retired Procurement Project Manager, Manatee County Procurement Division (20 Years of Dedicated County Service | 30-Year FRS Member)
941-565-9953

Public Comment

Manatee County Government

Submitted On:
Aug 31, 2026, 01:04PM EDT

Full Name	**First Name:** Chris **Last Name:** Daley
Email	chrisnlinda1@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Item 34- Project Wolf/ CIP Solutions
Comment	Dear Commissioners, County Attorney's Office, and Clerk of Court: I am submitting this formal communication as a Manatee County property owner, taxpayer, and a 30-year veteran of the Florida Retirement System who spent 20 years with the Manatee County Procurement Division, retiring last year as a Procurement Project Manager. Having dedicated two decades of my professional career to administering, enforcing, and safeguarding the integrity of Manatee County's local procurement code and ensuring strict adherence to Florida statutory guardrails, I am compelled to urge the Board to pull or defer Agenda Item 34 (Project Wolf – CIP Solutions, Inc.) from the upcoming meeting agenda. While I take absolutely no position on the underlying business merits, commercial terms, or environmental objectives of the proposed leachate and biosolids treatment facility, the procedural methodology currently being executed by administrative staff contains fatal legal and procedural defects. Proceeding with an award under the current posture exposes Manatee County to immediate contractor bid protests, taxpayer injunctions, and an inevitable judicial ruling declaring the resulting agreement void ab initio (invalid from its inception). SUMMARY OF STATUTORY & ADMINISTRATIVE DEFICIENCIES 1. Misapplication of County Procurement Code (Chapter 2-26) Administrative staff has attempted to bypass mandatory competitive procurement frameworks by publishing an administrative website 'Notice of Intent to Award a Sole Source.' Having spent 20 years administering Manatee County's Procurement Code, I know definitively that Chapter 2-26 explicitly excludes public works construction. The Procurement Division does not possess the administrative or legal authority under local ordinance to apply an informal commodities/services website notice to a $21 million capital utility infrastructure project. Utilizing an inapplicable code mechanism to bypass bidding constitutes a material administrative ultra vires act. 2. Non-Compliance with Public Construction Bidding Mandates (F.S. § 255.20)

Under Florida Statute § 255.20(1), county construction projects exceeding strict statutory monetary thresholds must be competitively procured via an open invitation for bids or requests for proposals. Local administrative staff cannot override state statute via a website notice. Waiving competitive bidding under Section 255.20(1)(c) requires a formal public hearing and the adoption of an explicit resolution approved by a two-thirds (2/3) supermajority vote of the Board of County Commissioners. This resolution must be supported by detailed, documented findings of fact explaining why competition is impossible or contrary to the public interest. No such hearing has occurred, and no such resolution has been executed.

3. Circumvention of the Mandatory State P3 Process (F.S. § 255.065)
A long-term transaction where a private vendor designs, builds, finances, and operates a public utility asset
on county-owned land leased for nominal rent ($1/year) is, by definition, a Public-Private Partnership (P3). Under Florida Statute § 255.065, including recent fast-track legislative provisions, a county is legally prohibited from executing a contract with a single unsolicited proposer unless it satisfies a rigid public hearing sequence:
Public Meeting #1: A formal, public presentation of the unsolicited proposal with an open, documented public comment period.
Public Meeting #2: A subsequent, separate public meeting where the Board evaluates specific statutory criteria and votes to determine that the proposal serves a paramount public interest.
FAR Publication: Only after that formal public interest determination is made at the second meeting can the mandatory report be published in the Florida Administrative Register for at least 7 days.
4. Real Property Leasing Defects & Prior Unresolved Legal Insufficiency
Leasing public utility land for a nominal fee ($1/year) bypasses the competitive land disposition mandates established under F.S. § 125.35, which requires property to be leased to the highest and best bidder unless an explicit statutory exemption is satisfied.

Furthermore, moving forward on a transaction of this scale when the Manatee County Attorney's Office (CAO) previously identified significant legal insufficiency—and without a documented, cleared legal sufficiency sign-off on the final agreement—creates unacceptable legal, operational, and financial exposure for Manatee County taxpayers

FORMAL REQUESTED ACTION
To preserve the integrity of our public procurement standards, uphold the rule of law, and protect the County from catastrophic litigation risks, I respectfully request that the Board pull Agenda Item 34 from the agenda or defer action until:
1. The County Attorney’s Office evaluates these specific statutory boundaries and issues a formal, written legal opinion confirming whether F.S. § 255.20 and F.S. § 255.065 govern this transaction; and
2. Administrative staff either re-solicits the project under standard

	competitive public works bidding or initiates the proper statutory two-meeting P3 public hearing sequence. Respectfully submitted, William "Chris" Daley Manatee County Property Owner & Taxpayer Retired Procurement Project Manager, Manatee County Procurement Division (20 Years of Dedicated County Service | 30-Year FRS Member) 941-565-9953

Public Comment

Manatee County Government

Submitted On:
Aug 31, 2026, 01:23PM EDT

Full Name	**First Name:** Ruth Ann **Last Name:** Cassell
Email	ruthann2015fl@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Item 34
Comment	Please Deny item 34 No legal review.


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MC