

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING**

AGENDA

October 1, 2021 @ 9:30 a.m.

DeSoto County Administration Building
Commission Chambers, First Floor
201 East Oak Street, Arcadia, Florida

Additional information may be obtained by contacting the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or through the Authority's website www.regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements. No Stenographic record by a certified court reporter is being made of this meeting. Accordingly, any person who may seek to appeal any decisions involving the matters noticed herein will be responsible for making verbatim record of the testimony and evidence at this meeting which may be necessary to appeal such decisions.

BOARD OF DIRECTORS

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Mandy Hines, DeSoto County Administrator

PUBLIC COMMENTS

Any individual wishing to address the Board on an item on the Consent Agenda or Regular Agenda ("Voting Agenda Items") or an issue that does not appear on the agenda should complete a 'request to speak' card and submit it to the Authority's recording clerk prior to this Public Comments item. Each person that submits a 'request to speak' card will have three (3) minutes to address the Board. Fifteen (15) minutes is provided for this Public Comment item unless additional time is needed for individuals to address the Board on Voting Agenda Items. If the time limit is exhausted and there are still individuals that want to address the Board on non-Voting Agenda Items, the Board will entertain any remaining comments near the end of the meeting. Comments on Voting Agenda Items will be heard first.

AWARDS/RECOGNITIONS

1. Employee Service Recognition

CONSENT AGENDA

1. Minutes of August 4, 2021 Board of Directors Meeting
2. Approve Firms for Continuing Contracts for ‘As-Needed Painting and Coatings Services’
3. Approve Firms for Continuing Contracts for ‘As-Needed Well Drilling and Repair Services’
4. Approve Firms for Continuing Contracts for ‘As-Needed Construction Services’
5. Approve Firms for Continuing Contracts for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’
6. Disbursement of Funds for FY 2021 Debt Service Coverage Payments
7. Revisions to Authority Procurement Policy

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation
2. Purchase of the Project Prairie Pumping and Storage Facilities from DeSoto County
3. Pay and Classification Study - Findings and Recommendations (Evergreen Solutions)
4. Legislative Priorities for FY 2022
5. Purchase of Pump Station Site for Phase 3C Regional Interconnect

AUTHORITY BOARD WORKSHOP

The Board of Directors Meeting will recess and reconvene following Authority Board Master Water Supply Contract and Transmission System workshop session.

GENERAL COUNSEL’S REPORT

EXECUTIVE DIRECTOR’S REPORT

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for July and August 2021
3. Peace River Regional Reservoir No. 3 Project (PR³) Feasibility Study
4. Regional Integrated Loop System Phase 2B & 2C Feasibility Study
5. Regional Integrated Loop System Phase 3C Feasibility Study
6. Peace River Basin Report

BOARD MEMBER COMMENTS

PUBLIC COMMENTS *(if necessary)*

Individuals who previously submitted a ‘request to speak’ card to the Authority’s recording clerk and there was inadequate time during the initial Public Comments item for them to speak on non-Voting Agenda Items, will be given three (3) minutes per person to speak on such item.

ANNOUNCEMENTS

Friends of Peace Water BBQ

November 12, 2021 @ 11:00 a.m.

Peace River Facility Ranch House

8998 SW County Road 769, Arcadia, FL 34269

Next Authority Board Meeting

December 1, 2021 @ 9:30 a.m.

Charlotte County Administration Center

Commission Chambers, Room 119

18500 Murdock Circle, Port Charlotte, Florida

ADJOURNMENT

Visit the Business page of our website www.regionalwater.org to access the Agenda Packet

Additional information may be obtained by contacting the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or through the Authority's website www.regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements. No Stenographic record by a certified court reporter is being made of this meeting. Accordingly, any person who may seek to appeal any decisions involving the matters noticed herein will be responsible for making verbatim record of the testimony and evidence at this meeting which may be necessary to appeal such decisions.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

AWARDS/RECOGNITIONS
ITEM 1

Employee Service Recognition

The Authority's employees are its most valuable resources. Employee service recognition provides the Board with the opportunity to personally recognize and thank our dedicated employees who have achieved significant milestones in longevity with the Authority.

The Authority is pleased to recognize the following employees for their service:

Milestone	Employee	Position
5 Years	Antonio Amalfitano	Water Plant Operator A
	Jessica Benson	HR Coordinator
	Terri Brumfield	Administrative Secretary II
	Jonathan Canfield	Water Plant Operator B
	Earle Chaffee	Maintenance Mechanic II
	Robert Wilson	Network Administrator II
10 Years	Shalina Odegard	Environmental Specialist III
15 Years	Mike Coates	Executive Director
30 Years	Samuel Stone	Land & Environmental Services Manager

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

CONSENT AGENDA
ITEM 1

Minutes of August 4, 2021 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of August 4, 2021 Board of Directors meeting.

Draft minutes of the August 4, 2021 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of August 4, 2021 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Manatee County Administration Building
Honorable Patricia M. Glass Chambers, First Floor
1112 Manatee Avenue West, Bradenton, Florida
August 4, 2021 @ 9:30 a.m.

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

Staff Present:

Mike Coates, Executive Director
Patrick Lehman, Senior Advisor
Doug Manson, General Counsel
Richard Anderson, Director of Operations
Terri Holcomb, Resource Management & Planning Manager
Ann Lee, Finance & Administration Manager
Rachel Kersten, Agency Clerk

Others Present:

A list of others present who signed the attendance roster for this meeting is filed with the permanent records of the Authority.

CALL TO ORDER

Commissioner Maio called the meeting to order at 9:30 a.m.

INVOCATION

Commissioner Elton Langford offered the invocation.

PLEDGE OF ALLEGIANCE

The Board led the Pledge of Allegiance to the Flag of the United States.

HOST COUNTY REMARKS

Dr. Scott Hopes, Manatee County Administrator, made welcoming remarks.

PUBLIC COMMENTS

No public comments were made.

EXECUTIVE DIRECTOR TRANSITION**1. Amendment to Employment Agreement for Executive Director with Patrick Lehman**

Mr. Manson reviewed the amendment to the employment agreement with Mr. Lehman from Executive Director to Senior Advisor which will extend through the end of his employment until his retirement on September 30, 2021. This amendment was negotiated at the direction of the Board during the succession plan discussion at the June 2, 2021 Board meeting.

Motion was made by Commissioner Langford, seconded by Commissioner Truex, to approve and authorize the Chairman to execute an amendment to the employment agreement for Executive Director with Patrick Lehman naming him as Senior Advisor. Motion was approved unanimously.

Mr. Lehman thanked the Board for the privilege of serving the Authority over the last three decades and for each of their continued dedication and stewardship of water for the region. He continued that his legacy is his award-winning staff, and that the Board absolutely made a good decision, this is the right time and Mr. Coates is the right person to continue the leadership in implementing their Strategic Plan.

Commissioner Maio thanked Pat on behalf of the Board for giving them something great to be a part of. He shared that Pat started with the Authority on October 29, 1992, became the interim Director on February 20, 1997, and Executive Director November 5, 1997. 29 years with the Authority - 25 of them as Executive Director. Within that time, he and his staff added over 70 miles of regional transmission pipelines, increased treatment capacity by 40MGD, increased reservoir storage capacity by 6BG by adding a 640-acre reservoir, increased ASR storage capacity by 4.5BG by adding 15 ASR wells and grew the authority from 23 employees in 1992 to 51 employees in 2021.

Commissioner Truex shared that he and Pat have had many conversations both locally and in Tallahassee while advocating together for this Authority. Pat has always been a staunch leader and a great mentor in learning more about our region and our water supply. Commissioner Truex said that he is grateful for the friendship he has with Pat and for having had the opportunity to work with him professionally in this industry, and he thanked him for all that he has done for our region as a whole.

Commissioner Langford said that it is because of Pat's leadership that he can go back to his home of Gilchrist County on the Suwanee River and brag to them about the kind of water system we have here and what they are missing out on. He said that he's learned over the years that a Board is only as good as the man holding the steering wheel of the ship and this Board would not be what it is today without Pat's leadership. Commissioner Langford expressed his thanks and congratulations and stated that not many people can retire and say they left behind the kind of legacy that Pat Lehman is leaving.

Commissioner Kruse thanked Pat for everything he has been able to relay to him and assist him with in his short time since being appointment to the Board and knows that the Authority is being left in great hands.

2. Employment Agreement for Executive Director with Mike Coates

Mr. Manson reviewed the Agreement for Executive Director with Mr. Coates negotiated as directed by the Board during discussion of the Executive Director succession plan at the June 2, 2021 Board meeting. He stated that this agreement is very similar to the one with Mr. Lehman with the same types of provisions.

Motion was made by Commissioner Langford, seconded by Commissioner Truex, to approve and authorize the Chairman to execute the negotiated employment agreement for Executive Director with Mike Coates. Motion was approved unanimously.

Following approval of the motion, Mr. Coates & Mr. Lehman exchanged seats on the dais.

Mr. Coates thanked the Board and said that he is extremely grateful for having worked for Pat and this Agency for the last 15 years. It has been an incredible, exciting time and he is honored to have the Board's vote of confidence in selecting him to lead the Authority as Executive Director as Pat retires. He will work to make this a seamless transition and to continue moving the plans of the Board ahead to meet the needs of the region.

PUBLIC HEARING – BUDGET FOR FY 2022

1. Open Public Hearing

Commissioner Maio opened the public hearing at 9:52 a.m.

2. Presentation of Budget for FY 2022

Mr. Coates presented the proposed final Budget for FY 2022

3. Public Comment

No public comments were made.

4. Close Public Hearing

Commissioner Maio closed the public hearing at 10:09 a.m.

BUDGET FOR FY 2022

1. Adoption of Budget for FY 2021

Mr. Coates recommended approval of the proposed final Budget for FY 2022 in the amount of \$54,689,278.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve the Budget for FY 2022 in the amount of \$54,689,278. Motion was approved unanimously.

2. Resolution 2021-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2022'

Resolution 2021-09 formalizes the Board adoption of the Budget for FY 2022 and establishes the rates, fees and charges by the Authority for FY 2022 in accordance with the 'Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority' and the 'Master Water Supply Contract'.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve Resolution 2021-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2022'. Motion was approved unanimously.

CONSENT AGENDA

1. Approve Minutes of June 2, 2021 Board of Directors Meeting.
2. Approve Resolution 2021-10 ‘Florida Water Professionals Month’.
3. Approve and authorize Executive Director to execute U.S. Geological Survey Joint Funding Agreement #22MCJFA0103.
4. Approve Annual Regulatory Plan 2021-2022 and as may be amended by General Counsel.
5. Approve Piggy-back on Sarasota County Contract with Benchmark EnviroAnalytical Inc. for Laboratory Services and authorize Executive Director to execute an agreement for these services.
6. Approve recommended list of firms and authorize Executive Director to execute Agreement for General Mowing and Grounds Maintenance Services with each respective firm.
7. Approve recommended list of firms and authorize Executive Director to execute Agreement for General Land Management Services with each respective firm.
8. Approve and authorize Executive Director to execute the Phase 3B Regional Interconnect Final Change Order and Project Close-Out.
9. Approve Rescheduling of the October 6, 2021 Board of Directors meeting for October 1, 2021.
10. Approve Declaration of Surplus and authorize the Executive Director to arrange for public sale.
11. Approve Novation of Continuing Services Contract with Progressive Water Resources, LLC to RESPEC Company, LLC.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve the Consent Agenda. Motion was approved unanimously.

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

Richard Anderson presented Water Supply Conditions at the Peace River Facility as of July 15, 2021.

- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

July Water Demand	22.33 MGD
July River Withdrawals	43.56 MGD
<u>Storage Volume:</u>	
Reservoirs	4.60 BG
ASR	<u>8.87 BG</u>
Total	13.47 BG

2. Southwest Florida Water Management District FY 2023 Cooperative Funding Initiative Applications

Ms. Holcomb discussed FY 2023 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) that are due October 1, 2021. Two (2) Authority projects are proposed for submittal requesting a minimum of 50% funding of eligible costs for each project. SWFWMD policy requires that an applicant provide a funding order ranking if more than one project is submitted in a funding year. Recommended ranking is shown in the table below:

Rank	Project	Estimated Project Cost
1	Regional Integrated Loop System Phase 3C Interconnect (Clark Road to Fruitville Road segment) Design and Construction	\$57.6 M
2	Southern Regional Loop (Segments 2B & 2C) Interconnect Preliminary Engineering and Basis of Design	\$3.0 M

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to authorize submittal of FY 2023 Cooperative Funding Initiative Applications to SWFWMD for two regional projects and approve recommended project co-funding ranking. Motion was approved unanimously.

3. Master Water Supply Contract Revision Process

Mr. Manson discussed driving factors and the process for revision of the 2005 Master Water Supply Contract in advance of the October Board workshop.

Commissioner Truex asked about the timeline procedurally, will the Board get the draft document to review prior to the October workshop or will it be presented there and then the Board will come back at a later date.

Mr. Manson explained that there will be no motion at the October meeting at all, it will be presented strictly for consideration. This is on a slow time track from the standpoint of the contract not only being presented to Board for review but each Customers counsel and staff as well. But the draft contract will go out in the Board Packet prior to the October meeting with everything else.

GENERAL COUNSEL’S REPORT

Mr. Manson had no additional updates for the Board.

EXECUTIVE DIRECTOR’S REPORT

Mr. Coates had no additional updates for the Board.

CHAIRMAN’S REPORT

Commissioner Maio spoke to the audience that as many of you know, Pat Lehman is retiring from the Authority after 29 years of service - 25 of them as the Authority’s Executive Director. His last day with the Authority will be September 30th, but today is Pat’s last Authority Board meeting as an employee. Pat started work for the Authority in 1992 as the Authority’s Engineer and he immediately took on the job making the Peace River water treatment facilities - newly acquired (1991) from General Development – the pride of the region.

Commissioner Maio continued that today, as Pat enjoys his last Board meeting, he would like to entertain a motion to honor Pat and the incredible contribution he’s made to our region by dedicating the Authority’s Lakewood Ranch office building acquired in 2019 as the Patrick J. Lehman Administration Building.

Motion was made by Commissioner Langford, seconded by Commissioner Truex, to dedicate the Authority’s Lakewood Ranch office building acquired in 2019 as the Patrick J. Lehman Administration Building . Motion was approved unanimously.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board Member comments.

PUBLIC COMMENTS

There were no additional public comments.

ANNOUNCEMENTS

Next Authority Board Meeting

Friday, October 1, 2021 @ 9:30 a.m.

DeSoto County Administration Building, Commission Chambers, First Floor

201 East Oak Street, Arcadia, Florida

Future Authority Board Meetings

December 1, 2021 @ 9:30 a.m. - Charlotte County Administration Center, Port Charlotte, Florida

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:46 a.m.

Commissioner Alan Maio
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

CONSENT AGENDA
ITEM 2

Approve Firms for Continuing Contracts for ‘As-Needed Painting and Coating Services’

Recommended Action -

Motion to approve recommended list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Painting and Coating Services’ with each respective firm contingent on review by General Counsel.

The Authority’s one (1) existing As-Needed Painting and Coating Services contract will expire in December 2021. Requests for Proposals (RFPs) were requested in accordance with the Authority’s Procurement Policy and five (5) RFPs were received by the August 16, 2021 deadline and three (3) RFP’s were considered responsive. All responsive RFPs were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on September 1, 2021. Services under these contracts typically include painting and coating services on Authority owned and/or managed buildings, above-ground pipeline appurtenances, and pumping and storage facilities.

Staff recommends the Authority Board of Directors approve the list of firms below for award of continuing contracts for ‘As-Needed Painting and Coating Services’ and authorize the Executive Director to execute a contract with each respective firm for these services, contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a five-year initial term with up to two additional one-year extensions.

Firms (Listed Alphabetically)	Office Location
Crom, LLC	Gainesville, FL
Florida Service Painting, Inc.	Fort Myers, FL
Razorback, LLC	Tarpon Springs, FL

Budget Action: No action needed.

Attachments:

Tab A Staff Memo

Tab B Supporting Documentation, Services Agreement and Firm RFP Submittals (Electronic Format)

TAB A
Staff Memorandum – Painting and Coating Services

MEMORANDUM

DATE: October 1, 2021
TO: Authority Board of Directors
FROM: Mike Coates, Executive Director
RE: Contractor Selection for “As Needed Painting and Coating Services”

Recommendation

In accordance with the Authority’s Procurement Policy the Executive Director is to submit to the Authority Board a short list of firms that are determined to be best qualified based upon the evaluation of the Proposal submittals. Staff recommends that all firms who submitted and were considered responsive as listed below be approved by the Board for award of a Contract for “As Needed Painting and Coating Services” with the Authority.

Firms (Listed Alphabetically)	Office Location
Crom, LLC	Gainesville, FL
Florida Service Painting Inc.	Fort Myers, FL
Razorback LLC	Tarpon Springs, FL

Background

The Authority has need to retain firms for As Needed Painting and Coating Services for the purpose of providing as-needed painting and coating services on various Authority owned and/or managed buildings, infrastructure, facilities and appurtenances. Assignments under these contracts will typically be the work contemplated in the Authority’s budget for Repairs & Maintenance. Authority Customers have similar contractual arrangements often referred to as a “library”, or “as-needed” consultants.

The Agreement (contract) for the As Needed Painting and Coating Services is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$150,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$500,000 per individual work authorizations under the Agreement.

- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$4,000,000.
- Agreement provides a 5-year initial term, with two – one-year extensions if mutually agreeable.

The Authority solicited Requests for Proposals (RFP’s) for the As Needed Painting and Coating Services and five (5) RFP’s were timely received on August 16, 2021 and three (3) were deemed responsive from the firms listed in alphabetical order below.

Firms Submitting RFP (Listed Alphabetically)	Office Location
*Crom, LLC	Gainesville, FL
*Florida Service Painting Inc	Fort Myers, FL
*Razorback LLC	Tarpon Springs, FL

Asterisk (*) indicates firm on short list

Responsive RFP’s were reviewed and evaluated in accordance with the Authority’s Procurement Policy based on criteria including: contractor qualifications and experience; contractor resources and equipment; fee schedule; contractor references; and office proximity to Authority service area.

Based on this evaluation, all firms who submitted and were considered responsive is recommended for Board approval of Agreements for the “As Needed Painting and Coating Services.”

Supporting documents attached to this memorandum include:

- 1) Request for Proposals
- 2) Information Package for As Needed Painting and Coating Services
- 3) Agreement form for As Needed Painting and Coating Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
AS NEEDED PAINTING AND COATING SERVICES**

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreement for As Needed Painting and Coating Services with each respective firm contingent in review by Authority General Counsel.

Proposals were requested from contractors for the purpose of providing ‘As Needed Painting and Coating Services’ in accordance with the Authority’s Procurement Policy. Five (5) proposals were timely received by the August 16, 2021 submittal deadline and three (3) were deemed responsive and were evaluated and ranked by the Authority’s Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms for award of a continuing services contract for ‘As Needed Painting and Coating Services’ at the Authority Board Meeting on October 1, 2021.

Firms (Listed Alphabetically)	Office Location
Crom LLC	Gainesville, FL
Florida Service Painting Inc	Fort Myers, FL
Razorback LLC	Tarpon Springs, FL

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.

Posted: September 3, 2021

Peace River Manasota Regional Water Supply Authority
 As Needed Painting & Coating Services
 PSEC Meeting: September 1, 2021 @ 2:30 pm
 8998 SW CR 769, Arcadia, FL 34269

CONTRACTOR	Criteria					TOTAL (100 points)	
	1 (30 points)	2 (25 points)	3 (25 points)	4 (15 points)	5 (5 points)		
Crom, LLC	28.8	24.5	18.0	14.0	3.0	88.3	(3)
Florida Service Painting, Inc	28.3	22.5	20.8	14.0	4.5	90.0	(1)
Razorback, LLC	26.0	21.0	24.3	14.3	3.0	88.5	(2)

Criteria:

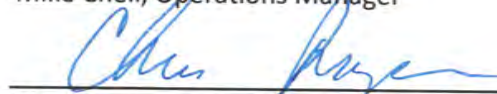
- 1 Contractor Qualifications & Experience
- 2 Contractor Resources & Equipment
- 3 Fee Schedule
- 4 Contractor References
- 5 Office Proximity to Authority Service Area

Member Signatures:


 Richard Anderson, Director of Operations


 Doug Leath, Maintenance Manager


 Mike Chell, Operations Manager


 Chris Rogers, Project Manager III

TAB B
Supporting Documentation, Services Agreement and Firm RFP Submittals ([Electronic](#))

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

CONSENT AGENDA
ITEM 3

Approve Firms for Continuing Contracts for ‘As-Needed Well Drilling and Repair Services’

Recommended Action -

Motion to approve recommended list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Well Drilling and Repair Services’ with each respective firm contingent on review by General Counsel.

The Authority’s two (2) existing As-Needed Well Drilling and Repair Services contract will expire in December 2021. Requests for Proposals (RFPs) were requested in accordance with the Authority’s Procurement Policy and three (3) RFPs were received by the August 16, 2021 deadline. All RFPs were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on September 1, 2021. Services under these contracts may include: maintenance, repair, renovation, replacement, construction or enhancement of well systems associated with the Authority’s facilities.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of contracts for ‘As-Needed Well Drilling and Repair Services’ and authorize the Executive Director to execute a contract for these services with each respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a five-year initial term with up to two additional one-year extensions.

Firms (Listed Alphabetically)	Office Location
A.C. Schultes of Florida, Inc.	Gibsonton, FL
Layne Christensen Company	Fort Myers, FL
Southeast Drilling Services, Inc.	Tampa, FL

Budget Action: No action needed.

Attachments:

Tab A Staff Memo

Tab B Supporting Documentation, Services Agreement and Firm RFP Submittals (Electronic Format)

TAB A
Staff Memorandum – As-Needed Well Drilling and Repair Services

MEMORANDUM

DATE: October 1, 2021

TO: Authority Board of Directors

FROM: Mike Coates, Executive Director

RE: Contractor Selection for “As-Needed Well Drilling and Repair Services”

Recommendation

In accordance with the Authority’s Procurement Policy the Executive Director is to submit to the Authority Board a short list of firms that are determined to be best qualified based upon the evaluation of the Proposal submittals. Staff recommends that all firms who submitted as listed below be approved by the Board for award of a Contract for “As-Needed Well Drilling and Repair Services” with the Authority.

Firms (Listed Alphabetically)	Office Location
A.C. Schultes of Florida, Inc.	Gibsonton, FL
Layne Christensen Company	Fort Myers, FL
Southeast Drilling Services, Inc.	Tampa, FL

Background

The Authority has need to retain firms for As-Needed Well Drilling and Repair Services to for the purpose of providing as needed well drilling and repair services generally consisting of (but are not limited to): maintenance, repair, renovation, replacement, construction or enhancement of well systems associated with the Authority’s facilities. Assignments under these contracts will typically be the work contemplated in the Authority’s budget for Repairs & Maintenance. Authority Customers have similar contractual arrangements often referred to as a “library”, or “as-needed” consultants.

The Agreement (contract) for the As-Needed Well Drilling and Repair Services is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$150,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$500,000 per individual work authorizations under the Agreement.

- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$4,000,000.
- Agreement provides a 5-year initial term, with two – one-year extensions if mutually agreeable.

The Authority solicited Requests for Proposals (RFP’s) for the As-Needed Well Drilling and Repair Services and three (3) RFP’s were timely received on August 16, 2021 and deemed responsive from the firms listed in alphabetical order below.

Firms Submitting RFP (Listed Alphabetically)	Office Location
*A.C. Schultes of Florida, Inc.	Gibsonton, FL
*Layne Christensen Company	Fort Myers, FL
*Southeast Drilling Services, Inc.	Tampa, FL

Asterisk (*) indicates firm on short list

All RFP’s were reviewed and evaluated in accordance with the Authority’s Procurement Policy based on criteria including: contractor qualifications and experience; contractor resources and equipment; fee schedule; contractor references; and office proximity to Authority service area.

Based on this evaluation, all three firms are recommended for Board approval of Agreements for the “As-Needed Well Drilling and Repair Services.”

Supporting documents attached to this memorandum include:

- 1) Request for Proposals
- 2) Information Package for As-Needed Well Drilling and Repair Services
- 3) Agreement form for As-Needed Well Drilling and Repair Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
AS NEEDED WELL DRILLING AND REPAIR SERVICES**

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreement for As Needed Well Drilling and Repair Services with each respective firm contingent in review by Authority General Counsel.

Proposals were requested from contractors for the purpose of providing ‘As Needed Well Drilling and Repair Services’ in accordance with the Authority’s Procurement Policy. Three (3) proposals were timely received by the August 16, 2021 submittal deadline and were deemed responsive and were evaluated and ranked by the Authority’s Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms for award of a continuing services contract for ‘As Needed Well Drilling and Repair Services’ at the Authority Board Meeting on October 1, 2021.

Firms (Listed Alphabetically)	Office Location
A.C. Schultes of Florida, Inc.	Gibsonton, FL
Layne Christensen Company	Fort Myers, FL
Southeast Drilling Services, Inc.	Tampa, FL

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.

Posted: September 3, 2021

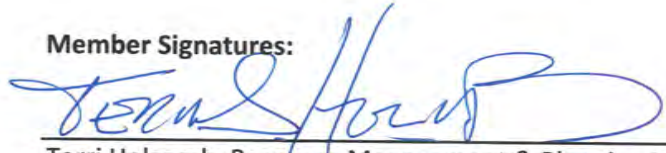
Peace River Manasota Regional Water Supply Authority
 As Needed Well Drilling & Repair Services
 PSEC Meeting: September 1, 2021 @ 9:30 am
 8998 SW CR 769, Arcadia, FL 34269

CONTRACTOR	Criteria					Totals
	1 (30 points)	2 (25 points)	3 (25 points)	4 (15 points)	5 (5 points)	(100 points)
A.C. Schultes of Florida Inc	28.5	24.3	23.5	13.3	3.3	92.8
Layne Christensen Company	25.3	21.0	21.0	11.0	4.3	82.5
Southeast Drilling Services	26.0	22.8	22.5	14.0	3.0	88.3

Criteria:

- 1 Contractor Qualifications & Experience
- 2 Contractor Resources & Equipment
- 3 Fee Schedule
- 4 Contractor References
- 5 Office Proximity to Authority Service Area

Member Signatures:



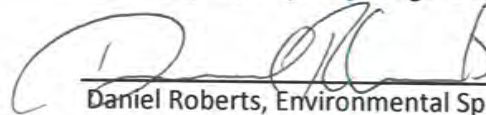
Terri Holcomb, Resource Management & Planning Manager



Sam Stone, Land & Environmental Services Manager



Chris Rogers, Project Manager III



Daniel Roberts, Environmental Specialist II

TAB B
Supporting Documentation, Services Agreement and Firm RFP Submittals ([Electronic](#))

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

CONSENT AGENDA
ITEM 4

Approve Firms for Continuing Contracts for ‘As-Needed Construction Services’

Recommended Action -

Motion to approve recommended list of firms and authorize Executive Director to execute Agreement for ‘As-Needed Construction Services’ with each respective firm contingent on review by General Counsel.

The Authority’s ten (10) existing As-Needed Construction Services contract will expire in December 2021. Requests for Proposals (RFPs) were requested in accordance with the Authority’s Procurement Policy and seventeen (17) RFPs were received by the August 16, 2021 deadline and sixteen (16) were deemed responsive. All responsive RFPs were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on September 1, 2021. Services under these contracts may include: maintenance, repair, renovation, replacement or enhancement of existing facilities and/or construction of new facilities.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of continuing contracts for ‘As-Needed Construction Services’ and authorize the Executive Director to execute a contract with each respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a five-year initial term with up to two additional one-year extensions.

Firms Submitting RFP (Listed Alphabetically)	Office Location
<i>Category (1): Sitework/Earthwork</i>	
AJ General Construction Services	Dover, FL
Garney Construction	Winter Garden, FL
Natural Resources LLC	Arcadia, FL
TLC Diversified, Inc.	Palmetto, FL
Westra Construction Corp.	Palmetto, FL
Woodruff & Sons, Inc	Bradenton, FL
<i>Category (2): Water Treatment Process & Pipeline Construction, Repair, and Replacement</i>	
Garney Construction	Winter Garden, FL
Kiewit Water Facilities Florida Co	Miami, FL
TLC Diversified, Inc.	Palmetto, FL
Westra Construction Corp	Palmetto, FL
Woodruff & Sons, Inc	Bradenton, FL

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

Category (3): Miscellaneous Building Construction/Modifications	
Garney Construction	Winter Garden, FL
Halfacre Construction	Sarasota, FL
Magnum Builders of Florida	Sarasota, FL
TLC Diversified, Inc.	Palmetto, FL
Willis Smith Construction	Sarasota, FL

Budget Action: No action needed.

Attachments:

Tab A Staff Memo

Tab B Supporting Documentation, Services Agreement and Firm RFP Submittals (Electronic Format)

TAB A
Staff Memorandum – As-Needed Construction Services

MEMORANDUM

DATE: October 1, 2021

TO: Authority Board of Directors

FROM: Mike Coates, Executive Director

RE: Contractor Selection for continuing “As-Needed Construction Services” in the following categories: (1) Sitework/Earthwork; (2) Water Treatment Process & Pipeline Construction, Repair, and Replacement; (3) Miscellaneous Building Construction/Modifications

Recommendation

In accordance with the Authority’s Procurement Policy the Executive Director is to submit to the Authority Board a short list of firms that are determined to be best qualified based upon the evaluation of the Proposal submittals. Staff recommends that all firms who submitted and were considered responsive as listed below be approved by the Board for award of a Contract for “As-Needed Construction Services” with the Authority.

Firms (Listed Alphabetically)	Office Location
<i>Category (1): Sitework/Earthwork</i>	
AJ General Construction Services	Dover, FL
Garney Construction	Winter Garden, FL
Natural Resources LLC	Arcadia, FL
TLC Diversified, Inc.	Palmetto, FL
Westra Construction Corp.	Palmetto, FL
Woodruff & Sons, Inc	Bradenton, FL
<i>Category (2): Water Treatment Process & Pipeline Construction, Repair, and Replacement</i>	
Garney Construction	Winter Garden, FL
Kiewit Water Facilities Florida Co	Miami, FL
TLC Diversified, Inc.	Palmetto, FL
Westra Construction Corp	Palmetto, FL
Woodruff & Sons, Inc	Bradenton, FL
<i>Category (3): Miscellaneous Building Construction/Modifications</i>	
Garney Construction	Winter Garden, FL
Halfacre Construction	Sarasota, FL
Magnum Builders of Florida	Sarasota, FL

TLC Diversified, Inc.	Palmetto, FL
Willis Smith Construction	Sarasota, FL

Background

The Authority has need to retain firms for continuing Construction Services for the purpose of providing services including: maintenance, repair, renovation, replacement or enhancement of existing facilities and/or construction of new facilities. Assignments under these contracts will typically be the work contemplated in the Authority’s budget for Repairs & Maintenance, and/or Renewal & Replacement. Authority Customers have similar contractual arrangements often referred to as a “library”, or “as-needed” consultants.

The Agreement (contract) for continuing Construction Services is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$150,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$500,000 per individual work authorizations under the Agreement.
- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$4,000,000.
- Agreement provides a 5-year initial term, with two – one-year extensions if mutually agreeable.

The Authority solicited Requests for Proposals (RFP’s) for the continuing Construction Services and seventeen (17) RFP’s were timely received on August 16, 2021 and sixteen (16) RFP’s were deemed responsive from the firms listed in alphabetical order below.

Firms Submitting RFP (Listed Alphabetically)	Office Location
<i>Category (1): Sitework/Earthwork</i>	
*AJ General Construction Services	Dover, FL
*Garney Construction	Winter Garden, FL
*Natural Resources LLC	Arcadia, FL
*TLC Diversified, Inc.	Palmetto, FL
*Westra Construction Corp.	Palmetto, FL
*Woodruff & Sons, Inc	Bradenton, FL
<i>Category (2): Water Treatment Process & Pipeline Construction, Repair & Replacement</i>	
*Garney Construction	Winter Garden, FL
*Kiewit Water Facilities Florida Co	Miami, FL

*TLC Diversified, Inc.	Palmetto, FL
*Westra Construction Corp	Palmetto, FL
*Woodruff & Sons, Inc	Bradenton, FL
<i>Category (3): Miscellaneous Building Construction/Modifications</i>	
*Garney Construction	Winter Garden, FL
*Halfacre Construction	Sarasota, FL
*Magnum Builders of Florida	Sarasota, FL
*TLC Diversified, Inc.	Palmetto, FL
*Willis Smith Construction	Sarasota, FL

Asterisk (*) indicates firm on recommended list

All responsive RFP's were reviewed and evaluated in accordance with the Authority's Procurement Policy based on criteria including: contractor qualifications and experience; contractor resources and equipment; fee schedule; contractor references; and office proximity to Authority service area.

Based on this evaluation, all firms who submitted and were considered responsive and qualified, and are recommended for Board approval of Agreements the continuing "Construction Services."

Supporting documents attached to this memorandum include:

- 1) Request for Proposals
- 2) Information Package for As Needed Construction Services
- 3) Agreement form for As Needed Construction Services
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
AS NEEDED CONSTRUCTION SERVICES IN THE FOLLOWING CATEGORIES:**

- 1. SITEWORK/EARTH WORK**
- 2. WATER TREATMENT PROCESS AND PIPELINE CONSTRUCTION, REPAIR & REPLACEMENT**
- 3. MISCELLANEOUS BUILDING CONSTRUCTION/MODIFICATIONS**

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreement for As Needed Construction Services in the following categories (1) Sitework/Earthwork; (2) Water Treatment Process and Pipeline Construction, Repair and Replacement; (3) Miscellaneous Building Construction /Modifications with each respective firm contingent in review by Authority General Counsel.

Proposals were requested from consultants for the purpose of providing ‘As Needed Construction Services in the following categories (1) Sitework/Earthwork; (2) Water Treatment Process and Pipeline Construction, Repair and Replacement; (3) Miscellaneous Building Construction/Modifications’ in accordance with the Authority’s Procurement Policy. Seventeen (17) proposals were timely received by the August 16, 2021 submittal deadline and sixteen (16) were deemed responsive and were evaluated and ranked by the Authority’s Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms for award of a continuing services contract for ‘As Needed Construction Services at the Authority Board Meeting on October 1, 2021.

<i>Category (1): Sitework/Earthwork</i>	
Firms (Listed Alphabetically)	Office Location
AJ General Construction Services	Dover, FL
Garney Construction	Winter Garden, FL
Natural Resources LLC	Arcadia, FL
TLC Diversified, Inc.	Palmetto, FL
Westra Construction Corp.	Palmetto, FL
Woodruff & Sons, Inc	Bradenton, FL

<i>Category (2): Water Treatment Process & Pipeline Construction, Repair & Replacement</i>	
Firms (Listed Alphabetically)	Office Location
Garney Construction	Winter Garden, FL
Kiewit Water Facilities Florida Co	Miami, FL
TLC Diversified, Inc.	Palmetto, FL
Westra Construction Corp	Palmetto, FL
Woodruff & Sons, Inc	Bradenton, FL

<i>Category (3): Miscellaneous Building Construction/Modifications</i>	
Firms (Listed Alphabetically)	Office Location
Garney Construction	Winter Garden, FL
Halfacre Construction	Sarasota, FL
Magnum Builders of Florida	Sarasota, FL
TLC Diversified, Inc.	Palmetto, FL
Willis Smith Construction	Sarasota, FL

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.

Posted: September 3, 2021

Peace River Manasota Regional Water Supply Authority

As Needed Construction Services - 3 Categories: 1) Sitework/EarthWork; 2) Water Treatment Process & Pipeline Construction, Repair & Replacement; 3) Miscellaneous Building Construction/Modifications
 PSEC Meeting: September 1, 2021 @ 1:30 pm
 8998 SW CR 769, Arcadia, FL 34269

Category (1): Sitework/Earthwork						
CONTRACTOR	Criteria					TOTAL (100 points)
	1 (30 points)	2 (25 points)	3 (25 points)	4 (15 points)	5 (5 points)	
AJ General Construction Services, Inc	26.3	21.8	18.5	13.8	3.0	83.3
Garney Construction	27.8	24.8	21.3	14.8	2.5	91.0
Natural Resources, LLC	29.5	24.5	25.0	15.0	5.0	99.0
TLC Diversified, Inc	26.5	22.8	21.5	14.0	4.8	89.5
Westra Construction Corp	26.5	23.5	23.0	14.5	4.8	92.3
Woodruff & Sons, Inc	28.5	24.3	23.8	14.5	4.8	95.8

6
4
1
5
3
2

Category (2): Water Treatment Process & Pipeline Construction, Repair & Replacement						
CONTRACTOR	Criteria					TOTAL (100 points)
	1 (30 points)	2 (25 points)	3 (25 points)	4 (15 points)	5 (5 points)	
Garney Construction	29.5	24.8	21.5	15.0	2.5	93.3
Kiewit Water Facilities Florida Co	28.8	24.8	19.8	14.8	3.0	91.0
TLC Diversified, Inc	26.5	23.5	21.8	14.5	4.8	91.0
Westra Construction Corp	25.8	23.5	23.8	14.5	4.8	92.3
Woodruff & Sons, Inc	26.8	24.3	23.8	14.8	4.8	94.3

2
4
4
3
1

Category (3): Miscellaneous Building Construction/Modifications						
CONTRACTOR	Criteria					TOTAL (100 points)
	1 (30 points)	2 (25 points)	3 (25 points)	4 (15 points)	5 (5 points)	
Garney Construction	26.0	24.8	22.5	14.8	2.5	90.5
Halfacre Construction	27.5	20.5	21.5	14.8	4.8	89.0
Magnum Builders of Florida	27.3	22.0	24.0	14.8	4.8	92.8
TLC Diversified, Inc	24.3	23.8	21.8	14.5	4.8	89.0
Willis Smith Construction	28.3	21.3	22.8	15.0	4.8	92.0

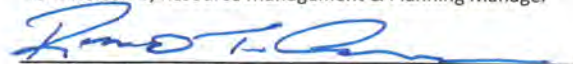
3
4
1
4
2


Criteria:

- 1 Contractor Qualifications & Experience
- 2 Contractor Resources & Equipment
- 3 Fee Schedule
- 4 Contractor References
- 5 Office Proximity to Authority Service Area

Member Signatures:


 Terri Holcomb, Resource Management & Planning Manager


 Richard Anderson, Director of Operations


 Ford Rita, Project Engineer III


 Scott Cunningham, Construction Manager

TAB B
Supporting Documentation, Services Agreement and Firm RFP Submittals ([Electronic](#))

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

CONSENT AGENDA
ITEM 5

Approve Firms for Continuing Contracts for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’

Recommended Action -

Motion to approve recommended list of firms and authorize Executive Director to execute Agreements for General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical with each respective firm contingent on review by General Counsel.

The Authority’s five (5) existing Instrumentation and Control Systems and Low/Medium Duty Electrical contracts will expire in December 2021. Statements of Qualifications (SOQs) were requested in accordance with the Authority’s Procurement Policy and eight (8) SOQs were received by the July 15, 2021 deadline. All SOQs were reviewed and ranked by the Professional Services Evaluation Committee at a public meeting on July 28, 2021. Services under these contracts typically include instrumentation and control work on the SCADA system, installation and repairs on various groundwater and surface water monitoring systems, and other and low/medium duty industrial electrical systems associated with the Authority’s drinking water treatment, storage, and transmission facilities.

Staff recommends the Authority Board of Directors approve the recommended list of firms below for award of continuing professional services contracts for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’ and authorize the Executive Director to execute a contract with each respective firm, contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a five-year initial term with up to two additional one-year extensions.

Firms (Listed Alphabetically)	Office Location
Carollo Engineers, Inc	Sarasota, FL
CEC Controls Company, Inc.	Bradenton, FL
GrayMatter Systems, LLC	Warrendale, PA
Locher Environmental Technology, LLC	Venice, FL
McKim & Creed	Sarasota, FL
Woodard & Curran	Lakeland, FL

Budget Action: No action needed.

Attachments:

Tab A Staff Memo

Tab B Supporting Documentation, Services Agreement and Firm SOQ Submittals (Electronic Format)

TAB A

Staff Memorandum – General Professional Services for Water Facility Instrumentation and
Control Systems and Low/Medium Duty Electrical

MEMORANDUM

DATE: October 1, 2021

TO: Authority Board of Directors

FROM: Mike Coates, Executive Director

RE: Consultant Selection for “General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical”

Recommendation

In accordance with the Authority’s Procurement Policy the Executive Director is to submit to the Authority Board a short list of firms that are determined to be best qualified based upon the evaluation of the Statement of Qualification submittals. Staff recommends that the short list of six (6) firms below be approved by the Board for award of a Contract for “General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical” with the Authority.

Firms (Listed Alphabetically)	Office Location
Carollo Engineers, Inc	Sarasota, FL
CEC Controls Company, Inc.	Bradenton, FL
GrayMatter Systems, LLC	Warrendale, PA
Locher Environmental Technology, LLC	Venice, FL
McKim & Creed	Sarasota, FL
Woodard & Curran	Lakeland, FL

Background

The Authority has need to retain firms for Instrumentation and Control Systems and Low/Medium Duty Electrical to for the purpose of providing general professional services for associated with various IC&E systems at Authority drinking water treatment, storage, and transmission facilities. These services may include: PLC programming, diagnostics, maintenance, updates/upgrades of the GE FANUC/iFix SCADA system, ADAS system, and other electronic data collection and control systems, installation and repair of instrumentation for weather and hydrologic monitoring systems and associated remote data acquisition, transmission/ processing/troubleshooting/repair of the other water facility electronic and industrial electrical systems up to 23.5kV. Assignments under these contracts will typically be the work contemplated in the Authority’s budget for Repairs

& Maintenance. Authority Customers have similar contractual arrangements often referred to as a “library”, or “as-needed” consultants.

The Professional Services Agreement (contract) for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’ is attached and has been approved as-to-form by the Authority General Counsel. Key provisions of the Agreement are as follows:

- Executive Director approval of individual work authorizations up to \$100,000. Board consideration/approval would be required for individual work authorizations in excess of this amount.
- Establishes a maximum of \$500,000 per individual work authorizations under the Agreement.
- Assignments under this Agreement are restricted to projects with estimated construction costs less than \$4,000,000.
- Agreement provides a 5-year initial term, with two – one-year extensions if mutually agreeable.

The Authority solicited Requests for Statements of Qualifications (SOQ’s) for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’ and eight (8) SOQ’s were timely received on July 15, 2021 from the firms listed in alphabetical order below.

Firms (Listed Alphabetically)	Office Location
*Carollo Engineers, Inc	Sarasota, FL
*CEC Controls Company, Inc.	Bradenton, FL
*GrayMatter Systems, LLC	Warrendale, PA
*Locher Environmental Technology, LLC	Venice, FL
*McKim & Creed	Sarasota, FL
Pro-Tech Systems Group	Akron, OH
Revere Control Systems	Birmingham, AL
*Woodard & Curran	Lakeland, FL

Asterisk (*) indicates firm on short list

All SOQ’s were reviewed and evaluated in accordance with the Authority’s Procurement Policy based on criteria including: consultant qualifications and experience; similar experience and past professional accomplishments; project manager qualifications and experience; consultant references; and office proximity to Authority service area.

Based on this evaluation, a short list of six (6) firms is recommended for Board approval of Agreements for the “General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical.”

Supporting documents attached to this memorandum include:

- 1) Request for Statements of Qualifications
- 2) Information Package for General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical
- 3) Agreement for General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical
- 4) Professional Services Evaluation Committee Documents
- 5) Notice of Intended Decision

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS -
GENERAL PROFESSIONAL SERVICES FOR WATER FACILITY
INSTRUMENTATION AND CONTROL SYSTEMS AND
LOW/MEDIUM DUTY ELECTRICAL**

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreement for General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical with each respective firm contingent in review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’ in accordance with the Authority’s Procurement Policy. Eight (8) statements were timely received by the July 15, 2021 submittal deadline and were evaluated and ranked by the Authority’s Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms for award of a continuing services contract for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’ at the Authority Board Meeting on October 1, 2021.

Firms (Listed Alphabetically)	Office Location
Carollo Engineers, Inc	Sarasota, FL
CEC Controls Company, Inc.	Bradenton, FL
GrayMatter Systems, LLC	Warrendale, PA
Locher Environmental Technology, LLC	Venice, FL
McKim & Creed	Sarasota, FL
Woodard & Curran	Lakeland, FL

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.

Posted: August 20, 2021

Peace River Manasota Regional Water Supply Authority
 General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical
 PSEC Meeting: July 28, 2021 @ 9:00 am
 8998 SW CR 769, Arcadia, FL 34269

CONTRACTOR	Criteria					TOTAL	
	1 (30 points)	2 (25 points)	3 (25 points)	4 (15 points)	5 (5 points)	100	
Carollo	25.6	22.4	21	14	4.4	87.4	6
CEC Controls	26.2	23	22.8	13.6	4.2	89.8	3
Gray Matter	27.4	23.2	22.8	14.2	3.8	91.4	2
Locher Environmental	24.8	22.8	22.4	13.8	4.8	88.6	5
McKim & Creed	27.4	23.2	22.4	14.6	4.2	91.8	1
Pro-Tech Systems Group	21	17.8	20.6	9	2	70.4	
Revere Control Systems	25.2	21.6	17.2	11.2	3.2	78.4	
Woodard & Curran	26.4	22.4	22.2	14.4	3.4	88.8	4

Criteria:

- 1 Consultant Qualifications & Experience
- 2 Similiar Experience & Past Professional Accomplishments
- 3 Project Manager Qualifications & Experience
- 4 Consultant References
- 5 Office Proximity to Authority Service Area

Member Signatures:


 Richard Anderson, Director of Operations


 Doug Leath, Maintenance Manager


 Mike Chell, Operations Manager


 George Pennell, Instrumentation Lead



TAB B
Supporting Documentation, Services Agreement and Firm RFP Submittals ([Electronic](#))

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

CONSENT AGENDA
ITEM 6

Disbursement of Funds for
FY 2021 Debt Service Coverage Payments

Recommended Action - **Motion** to approve Fund Disbursements in accordance with the FY 2022 Budget.

Funds were collected for debt service coverage to meet bond covenants in the base rate charge from Authority Customers in FY 2021. The FY 2022 Budget includes the disbursement of these funds back to the respective Customers. The disbursements of funds as approved in the FY 2022 Budget are shown below.

Customer	Fund Disbursement
Charlotte County	\$268,685
DeSoto County	\$33,782
Sarasota County	\$889,142
City of North Port	\$153,385
Total	\$1,344,994

Budget Action: No action needed.

Attachments:
FY 2022 Budget page 7

**Peace River Manasota Regional Water Supply Authority
FY 2022 Budget**

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<u>NON-RATE RELATED EXPENDITURES</u>			
Projects			
CIP Projects		4,975,000	4,975,000
Renewal & Replacement Projects		4,000,000	4,000,000
Management & Planning Projects		1,175,000	1,175,000
Subtotal		10,150,000	10,150,000
Fund Disbursements (Debt Coverage Payment FY2021)			
Charlotte County		268,685	268,685
DeSoto County		33,782	33,782
Sarasota County		889,142	889,142
North Port		153,385	153,385
Subtotal		1,344,994	1,344,994
Fund Disbursements (2020 Bond Series Savings Rebate FY2021)			
Charlotte County		63,157	63,157
DeSoto County		3,438	3,438
Sarasota County		865,593	865,593
North Port		450,874	450,874
Subtotal		1,383,062	1,383,062
Total Non-Rate Related Expenditures			
		12,878,056	12,878,056
Total Expenditures			
	\$ 501,788	\$ 54,187,490	\$ 54,689,278

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

CONSENT AGENDA
ITEM 7

Revisions to Authority Procurement Policy

Recommended Action - **Motion** to approve Revisions to Authority Procurement Policy.

Procurement Policy revisions are proposed based on changes to state statutes. Revisions are also proposed to update Chapter 5 and applicable definitions in Chapter 1 to allow for construction contracting via multiple alternative delivery methods, such as Construction Manager At Risk (CMAR). The current Policy only allows for Design-Bid-Build and Design-Build methods of construction contracting.

Budget Action: No action needed.

Attachments:

Tab A: Red Line Document of Revisions to Procurement Policy

Tab B: Proposed New Procurement Policy (clean)

TAB A
Red Line Document for Revision of Procurement Policy

PROCUREMENT POLICY

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

~~December 2018~~ October 1,
2021

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CHAPTER 1 – GENERAL PROVISIONS

1.1 Purpose

The purpose of this Procurement Policy (Policy) is to provide for the fair and equitable treatment of all persons involved in public purchasing by the Authority, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1.2 Application

This Policy applies to contracts for the procurement of supplies, services, and construction entered into by the Authority after the effective date unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by the Authority for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of assistance or contract funds from other governmental bodies, the procurement shall be conducted in accordance with any mandatory applicable laws and regulations. Nothing in this Policy shall prevent the Authority from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

1.3 Constructive Notice

All Persons who may bid or be awarded a contract with the Authority, pursuant to this Policy are considered to be on constructive notice of all provisions contained herein.

1.4 Definitions

Authority. The Peace River Manasota Regional Water Supply Authority.

Actual Costs. All direct and indirect costs that have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs only.

Allowable Costs. Direct and indirect costs that have been incurred for services rendered, supplies delivered, or construction built, which may be charged to the Authority.

Architect, Engineer and Land Surveying Services. Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State.

Brand Name or Equal Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Authority requirements and which provides for the submission of equivalent products.

Brand Name Specification. A specification limited to one or more items by manufacturers' names or catalog numbers.

Change Order. A written order signed and issued by the Executive Director or his/her designee

directing the contractor to make changes as authorized by the contract. Any work authorized by a change order shall not be started until the change order is signed and issued.

Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Construction Manager at Risk Contract. (CMAR). In this type of contract, the construction manager assists the Authority and Authority architects and engineers in the development and design of a project by providing preconstruction services and then assumes the risk for the construction of the project by serving as the general contractor. CMAR contracts awards a contract for the provision of preconstruction and construction services to the construction manager and a separate contract for the provision architectural/engineering design to a separate entity. A guaranteed maximum price for the completion of work is included in the agreement. CMAR, as it pertains to this policy, refers to all variations of CMAR as allowed by Florida Statute.

Contract. All types of Authority written agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor. Any person having a contract with the Authority.

Cooperative Purchasing. Procurement conducted by, or on behalf of, more than one Public Procurement Unit or by a Public Procurement Unit with an External Procurement Activity.

Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid and costs to be reimbursed.

Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements that are expected to be incurred, or which have been actually incurred, by the contractor in performing the contract.

Cost Objective. Any unit of work such as a function, an organizational subdivision, or a contract for which provision is made to accumulate and measure separately the cost of processes, products, jobs, capitalized projects, and similar items. A final cost objective is one that has allocated to it both direct and indirect costs.

Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs that are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.

Data. Recorded information, regardless of form or characteristic. Where numeric data is given, both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic

numeral and written language, the written language shall be presumed to be correct and the Arabic numeral shall be presumed to be incorrect.

Designee. A duly authorized representative of a person holding a superior position.

Design-Build Contract. ~~In this type of contract, architectural, engineering, and construction are combined under a single contract. The design-builder oversees and assumes the risk for all phases of design and construction. Design build contracts award a single contract for the provision of both architectural/engineering design and construction services. A guaranteed maximum price for the completion of work is included in the agreement. Design Build, as it pertains to this policy, refers to all variations of Design Build Contracts as allowed by Florida Statute including but not limited to, Progressive Design Build, Fixed Cost Design Build, etc.~~

Direct or Indirect Participation. Involvement in any manner including, but not limited to, the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

Employee. An individual drawing a salary or wage from the Authority.

Established Catalog Price. The price included in a catalog, price list, schedule, or other form:

- (1) that is regularly maintained by a manufacturer or contractor;
- (2) that is either published or otherwise available for inspection by customers; and
- (3) that states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

Expendable Supplies. All tangible supplies other than non-expendable supplies.

~~External Procurement Activity.—Any buying organization not located in this State, which, if located in the State, would qualify as a Public Procurement Unit.—An agency of the United States is an External Procurement Activity.—~~

Financial Interest.

- (1) Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$100 per year, or its equivalent;
- (2) Ownership of 5% or more of any property or business; or
- (3) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Governmental Body. Any department, commission, council, board, bureau, committee, institution, legislative body, agency, government corporation, or other establishment or official of the executive, legislative, or judicial branch of any government in the United States of America.

Grant. The furnishing by a governmental body of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction. A contract resulting from such an award is not a grant but a contract.

Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family. A spouse, children, parents, brothers, and sisters.

Invitation to Bid. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Local Public Procurement Unit. Any special district, ~~county,~~ municipality, or county within the State of Florida, school board, and any other subdivision of the State or public agency of any such subdivision; any public authority, educational, health, or other public institution; and, to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services, and construction.

May. Denotes the permissive.

Non-expendable Supplies. All tangible supplies having an original acquisition cost of over \$100 per unit and a probable useful life of more than one year.

Person. Any business, corporation, firm, partnership, individual, committee, club, other organization, or group of individuals.

Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Procurement Officer. Any person duly authorized by the Executive Director to administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

Public Agency. A governmental body.

Public Procurement Unit. ~~A Either a Local pPublic pProcurement uUnit, or a State Public Procurement Unit.~~

Purchasing Agency. Any governmental body that is authorized to administer contracts, other than the State Chief Procurement Officer.

Qualified Products List. An approved list of supplies, services, or construction items described by model or catalogue numbers which, prior to competitive solicitation, the Authority has determined will meet the applicable specification requirements.

Regulation. A governmental body's statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been lawfully promulgated.

Request for Proposals. All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Responsive Bidder. A person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation to bid.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Shall. Denotes the imperative.

Specification. Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

State. The State of Florida.

State Chief Procurement Officer. The person holding the position as the head of the central procurement office of this State.

State Public Procurement Unit. The Office of the Chief Procurement Officer and any other Purchasing Agency of this State.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Surplus Supplies. Any supplies other than expendable supplies no longer having use to the Authority. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.

1.5 Public Access to Procurement Information

Procurement information shall be a public record to the extent provided in Chapter 119, Florida Statutes, and shall be available to the public as provided in the Authority's "Statement of Agency Organization and Operation".

CHAPTER 2 – OFFICE OF THE PROCUREMENT OFFICER

2.1 Authority and Duties

- (1) Procurement Officer. Person assigned by the Executive Director as defined in Section 1.4 shall serve as the Procurement Officer for the Authority, and shall be responsible for the procurement of supplies, services, and construction in accordance with this Policy, as well as the management of supplies.
- (2) Duties. In accordance with this Policy, and subject to the supervision of the Executive Director, the Procurement Officer, or a subordinate authorized representative designee of the Procurement Officer, shall:
 - (a) procure or supervise the procurement of all supplies, services, and construction needed by the Authority;
 - (b) exercise direct supervision over the Authority's central stores and general supervision over all other inventories of supplies belonging to the Authority;
 - (c) sell, trade, or otherwise dispose of surplus supplies belonging to the Authority; and
 - (d) establish and maintain programs for specifications development, contract administration, and inspection and acceptance.
- (3) Operational Procedures. Consistent with this Policy, and with the approval of the Executive Director, the Procurement Officer:
 - (a) shall have the authority and responsibility to promulgate procedures governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the Authority; and
 - (b) may adopt operational procedures relating to the execution of the duties of the Procurement Officer, ~~which.~~—~~These~~ may be set forth in a manual or handbook.

2.2 Delegation to Other Authority Officials

The Procurement Officer may not delegate the authority to purchase supplies, services, or construction items to other Authority officials, unless specifically authorized by the Executive Director when such delegation is deemed necessary for the effective procurement of certain supplies, services, or construction. Notwithstanding the foregoing, the Procurement Officer may delegate authority to subordinate authorized representative designees of the Procurement Officer in accordance with Section 2.1 above.

2.3 Unauthorized Purchases

Except as herein provided in this Policy, it shall be a violation of this Policy for any Authority officer, employee, or other person, to order the purchase of any materials or supplies, or make any contract for materials, supplies, or services within the purview of this Policy in the name of or on behalf of the Authority other than through the Procurement Officer or a designee of the Procurement Officer, and the Authority shall not be bound by any purchase order or contract made contrary to the provisions herein.

Consistent with established Personnel Rules and Regulations, the Executive Director may impose any one or more of the following sanctions on an Authority employee for violation of this Section of this Policy:

- (1) oral or written warnings or reprimands;
- (2) suspension with or without pay for specified periods of time; or
- (3) termination of employment.

CHAPTER 3 – SOURCE SELECTION AND CONTRACT FORMATION

3.1 Methods of Source Selection

3.1.1 Competitive Sealed Bidding

- (1) Conditions for Use. All contracts shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3.1.2 (Competitive Sealed Proposals), 3.1.3 (Contracting for Designated Professional Services), 3.1.4 (Delegation of Authority), 3.1.5 (Sole Source Procurement), 3.1.6 (Emergency Procurements), and 5.4.1 (Public Announcement, Competitive Selection and Negotiation) of this Policy.
- (2) Invitation to Bid. An invitation to bid shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
- (3) Public Notice. Public notice of the invitation to bid shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of bids. Such notice may be given by mail or by publication in a subscription newspaper of general circulation in each county of the Authority. The public notice shall state the place, date, and time of bid opening.
- (4) Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation to bid. The amount of each bid and such other relevant information as the Procurement Officer deems appropriate, together with the name of each bidder, shall be recorded.
- (5) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation to bid, in regulations, or in this Policy.
- (6) Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening, may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation to bid prior to time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted except as permitted above. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

- (a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Officer or a designee of the Procurement Officer whose determination shall be final.
- (7) Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid and is approved by the Authority Board of Directors except as otherwise provided for by Section 3.1.3 (Contracting for Designated Professional Services). In the event the lowest responsible and responsive bid for a construction project exceeds available funds, and such bid does not exceed such funds by more than 15%, the Procurement Officer is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be subject to approval by the Authority Board of Directors.
- (8) Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation to bid may be issued requesting the submission of unpriced offers to be followed by an invitation to bid limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

3.1.2 Competitive Sealed Proposals

- (1) Conditions for Use. When the Procurement Officer determines that the use of competitive sealed bidding is either not practicable or not advantageous to the Authority, a contract may be entered into by use of the competitive sealed proposals method.
- (2) Request for Proposals. Proposals shall be solicited through a request for proposals.
- (3) Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 3.1.1(3) (Competitive Sealed Bidding, Public Notice); provided, the minimum time shall be ten (10) calendar days.
- (4) Receipt of Proposals. No proposals shall be opened until the time designated in the public notice of the request for proposals. A register of proposals shall be prepared containing the name of each offeror, the number of bid document modifications received, if any, and a description sufficient to identify the item offered.
- (5) Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors.

- (6) Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible and responsive offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to assure full understanding of, and conformance to, the procurement requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- (7) Award. The contract shall be awarded to the lowest responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The Contract file shall contain the basis on which the award is made. The notice of awarded or intended award shall be posted on the Authority's website.

3.1.3 Contracting for Designated Professional Services

- (1) General Authority. Procurement of certain professional services licensed to practice in Florida, shall be by the use of the competitive sealed proposals method set forth in Section 3.1.2 (Competitive Sealed Proposals), except as authorized by Section 3.1.5 (Sole Source Procurement), Section 3.1.6 (Emergency Procurement), or Chapter 5 (Procurement of Construction, Architect, Engineer, and Land Surveying Services), or except when the fee for professional services is limited to \$6,000 or less per fiscal year of the Authority, procurement of professional services may be authorized by Section 3.1.4 (Delegation of Authority).

- ~~(2) Contracts for Legal Services. The Authority Board of Directors may authorize the procurement of legal services by negotiating with a lawyer or lawyers selected or recommended by the Authority Attorney on the basis of experience and skill.~~

~~(2)~~

- ~~(3) Contracts for Audit by an Independent Certified Public Accountant. The Authority Board of Directors shall be responsible for selecting an independent certified public accountant to audit the Authority according to Chapter in accordance with Sections 189.418, Florida Statutes and 218.391, Florida Statutes. A selection committee consisting of the Executive Director, Finance & Administration Manager and two other persons designated by the Executive Director. The competitive auditor selection procedures provided for in Section 218.391(3), Florida Statutes. The auditor selection committee shall be the Authority Board of Directors. The Executive Director, Finance & Administration Manager, and other Authority staff shall serve in an advisory capacity to the auditor selection committee.~~

~~(3)~~

- (4) Contracts for Other Services. Notwithstanding the foregoing, the Authority Board of Directors may authorize the procurement of other services by negotiating with organizations selected or recommended by the Executive Director on the basis of experience and skill.

3.1.4 Delegation of Authority

- (1) Only the Authority Board of Directors, or their designee, is authorized to approve contracts on behalf of the Authority.
- (2) The Authority Board of Directors authorizes the Authority's Executive Director, or his/her designee to:
 - (a) Approve contracts up to \$100,000 for products and services included in and consistent with the adopted annual budget.
 - (b) Approve and execute work assignments for continuing professional services and continuing maintenance services contracts that do not exceed \$100,000 (or as may be approved in the contract) are included in and consistent with the adopted annual budget, and are consistent with Section 287.055, Florida Statutes.
 - (c) Approve and execute work assignments for continuing construction services contracts that do not exceed \$150,000 (or as may be approved in the contract) that are included in and consistent with the adopted annual budget, and are consistent with Section 255.20, Florida Statutes.
 - (d) Approve and execute certain contract renewals, extensions, amendments, and term contracts (as may be provided in the contract) included in and consistent with the adopted annual budget.
- (3) Threshold Levels for Purchasing.
 - (a) All procurement will be conducted in a manner that promotes competition and secures the best value;
 - (b) The establishment of thresholds is to aid in the initial determination of the most appropriate procurement method; and
 - ~~(c)~~ Construction and electrical services shall be procured as required by Section 255.20, Florida Statutes and services for architecture, professional engineering, or land surveying shall be procured as required by Section 287.055, Florida Statutes. **CMAR services shall be procured as required by Sections 255.103, 255.20, and 287.055, Florida Statutes.**

Minimum threshold requirements are:

Threshold of Value	Requirement
Up to \$5,000	One (1) quote. <i>May be obtained by verbal quotation, written documentation, or pricing otherwise observed such as state purchasing contract.</i>
\$5,001 to \$25,000	Three (3) quotes (verbal or written). <i>Quotes may be made by written documentation, which may</i>

	<i>include documented verbal quotations or prices otherwise observed such as state purchasing contract, catalogs, price lists, ads, internet, etc.</i>
\$25,001 to \$100,000	Written Invitations for Quotation <i>A minimum of three (3) written quotes shall be solicited, which may include prices otherwise observed such as state purchasing contract.</i>
Over \$100,000	Formal Competitive Solicitation. <i>Sealed bids are submitted in response to a formal invitation for bids or proposals.</i>

3.1.5 Sole Source Procurement

A purchase may be made or a contract may be awarded without competition when the Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one available source for the required supply, service, or construction item. The Procurement Officer shall insure negotiations are conducted, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the number of each purchase order. Due to the uniqueness of real property, contracts for the acquisition of leasehold interests in real property shall generally be considered as a sole source procurement and awarded in accordance with this provision. The Procurement Officer may recommend, and the Authority Board of Directors may direct the award of contracts in accordance with other provisions of this Policy or other procedures designed to promote competition and otherwise fulfill the intent of this Policy under appropriate circumstances. Notwithstanding, nothing in this Policy shall supersede Sections 255.20 or 287.055, Florida Statutes.

3.1.6 Emergency Procurements

Notwithstanding any other provisions of this Policy, the Procurement Officer may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety or other substantial loss to the Authority, which requires an emergency procurement; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular vendor shall be included in the procurement file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the vendor's name, the amount and type of the purchase, a listing of the item(s) procured, and the number of the purchase order.

3.1.7 Cancellation of Invitation to Bid or Requests for Proposals

An invitation to bid, a request for proposals, a request for qualifications, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the Authority. The reasons therefore shall be made part of the contract file. Each solicitation issued by the Authority shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the Authority; however, any failure to provide said statement in a

bid solicitation shall not bar the Authority from canceling or rejecting all bids. Bidders are on constructive notice of all provisions contained in this Policy. Notice of cancellation shall be sent to all businesses that responded. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items.

3.1.8 Contact with Authority Board and Staff

After issuance of an invitation to bid, a request for proposals, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective offerors or their agents, representatives or persons acting at the request of such offerors are prohibited from contacting members of the Authority Board of Directors and Executive Director or any members of a selection or negotiation committee until after the final recommendation is presented to the Authority Board of Directors for approval or until the solicitation has been canceled or terminated. Any questions concerning a solicitation shall be directed only to the person designated by the procurement. Failure to adhere to this requirement may make the person or team ineligible for selection at the sole discretion of the Authority.

3.2 Qualifications and Duties

3.2.1 Responsibility of Bidders and Offerors

If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the contract file.

3.2.2 Cost or Pricing Data

- (1) Required Submissions Relating to the Award of Contracts. A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (Section 3.1.2), or by sole source procurement authority (Section 3.1.5).

EXCEPTION: The submission of cost or pricing data relating to the award of a contract is not required when:

- (a) the contract price is based on adequate price competition;
- (b) the contract price is based on established catalogue prices or market prices;
- (c) the contract price is set by law or regulation; or

- (d) it is determined in writing by the Procurement Officer that the requirements of Section 3.2.2(1) above may be waived, and the determination states the reasons for such waiver.
- (2) Required Submissions Relating to Change Orders or Contract Modifications. A contractor shall submit cost or pricing data with any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$25,000.
- EXCEPTION: The submission of cost or pricing data relating to the pricing of a change order or contract modification when:
- (a) unrelated and separately priced adjustments for which pricing data would not be required are consolidated for administrative convenience; or
- (b) it is determined in writing by the Procurement Officer that the requirements of Section 3.2.2(2) above may be waived, and the determination states the reasons for such waiver.
- (3) Certification Required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.
- (4) Price Adjustment Provision Required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the Authority, including profit or fee, shall be adjusted to exclude any significant sums by which the Authority finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current.

3.2.3 Cost or Price Analysis

A cost analysis or a price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under Section 3.1.1 (Competitive Sealed Bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file.

3.2.4 Bid, Performance, and Payment Bonds on Supply or Service Contracts

Bid, performance, and payment bonds or other security may be requested for supply contracts or service contracts as the Procurement Officer deems advisable to protect the Authority's interests. Any such bonding requirements shall be set forth in the solicitation. Bid, performance, or payment bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

3.2.5 Public Entity Crimes

Any bidder or offeror shall provide to the Authority a sworn statement pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes. The statement shall be substantially the same as the form contained in Appendix A.

3.2.6 Scrutinized Companies

Section 287.135, Florida Statutes, related to scrutinized companies is applicable to the Authority. Entering into contracts with certain persons for goods or services of \$1,000,000 or more may be prohibited by Section 287.135, Florida Statutes. In addition, Section 287.135(5), Florida Statutes, requires persons submitting a bid or proposal for a contract or before the person enters into or renews a contract for good and services of \$1,000,000 or more to certify that certain requirements are met. By submitting a bid or offer, a bidder or offeror certifies that it is in compliance with Section 287.135, Florida Statutes and agrees to notify the Authority if placement on any of the lists occurs. If bidder or offer submits a false certification, the Authority may terminate the applicable contract and bring a civil action against bidder or offeror, which may result in a penalty equal to the greater of \$2 million or twice the amount of the contract and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification.

3.2.7 Convicted Vendor List

By submitting a bid or offer, a bidder or offeror certifies that it and its affiliates have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of the contract.

3.2.8 E-Verify

Section 448.095, Florida Statutes, related to registering and using the E-Verify system to verify the work authorization status of all newly hired employees by a public employer, contractor, or subcontractor, is applicable to the Authority. The Authority may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. By submitting a bid or offer, a bidder or offeror certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into the contract, no contract of bidder or offeror was terminated by a public employer in compliance with Section 448.095, Florida Statutes, (iii) bidder or offeror is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes, and (iv) bidder or offeror shall require all subcontractors performing work under a contract to use the E-Verify system for any employees hired on and after January 1, 2021. Bidder or offeror must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering into a contract. The Authority's receipt of proof that bidder or offeror and each subcontractor are E-Verify system participants is a condition precedent to entering into a contract. The submission of an executed affidavit, similar to the affidavit in Appendix B, from a bidder or offeror and any subcontractor stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after

January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this Section 3.2.8. If the Authority has a good faith belief that a bidder or offeror or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment, the Authority shall terminate the contract and bidder or offeror shall be liable for any additional costs incurred by the Authority as a result of the termination of the contract based on the failure of the bidder or offeror or its subcontractors to comply with the E-Verify requirements.

3.3 Types of Contracts and Contract Administration

3.3.1 Types of Contracts

- (1) General Authority. Subject to the limitations of this Section, any type of contract that is appropriate to the procurement and promotes the best interests of the Authority may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing by the Procurement Officer that such contract is likely to be less costly to the Authority than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.
- (2) Multi-Term Contracts.
 - (a) Specified Period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Authority, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore in the budget of the Authority, as determined by the Authority Board of Directors.
 - (b) Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined in writing:
 - i. that estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - ii. that multi-term contracts for continuing services for engineering, architectural, and landscape architectural services, shall contain a non-exclusivity clause that permits the Authority to utilize, at its option, either the services of the person, business, or organization holding a multi-term continuing service contract on a project basis per appropriate statutes.

- (c) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise available to support continuation of performance in a subsequent fiscal period, the multi-term contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract up to the time of notice of cancellation. The cost of cancellation may be paid from any appropriations available for such purposes.

(3) Multiple Source Contracting.

- (a) General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the Authority's actual requirements is limited by Section 672.306(1), Florida Statutes, the Uniform Commercial Code.
- (b) Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3.1.1 (Competitive Sealed Bidding), Section 3.1.2 (Competitive Sealed Proposals), 3.1.4 (Delegation of Authority) or Section 3.1.6 (Emergency Procurements) as applicable. Multiple source awards shall not be made when a single award will meet the Authority's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.
- (c) Contract and Solicitation Provisions. The Authority's estimated supply or service requirements shall be specified in the solicitation, and contracts ensuring adequate delivery, service, or product compatibility will be executed, provided that:
- i. the Authority reserves the right to take bids separately if a particular quantity requirement arises that exceeds its normal requirement or an amount specified in the contract; and
 - ii. the Authority reserves the right to take bids separately if the Procurement Officer approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the Authority.
- (d) Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the Authority shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

3.3.2 Contract Clauses and Their Administration

- (1) Contract Clauses. All contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The

Procurement Officer, after consultation with the Authority Attorney, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:

- (a) the unilateral right of the Authority to order in writing changes in the work within the scope of the contract;
- (b) the unilateral right of the Authority to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (c) variations occurring between estimated quantities of work in contract and actual quantities;
- (d) defective pricing;
- (e) time of performance and liquidated damages;
- (f) specified excuses for delay or nonperformance;
- (g) termination of the contract for default;
- (h) termination of the contract in whole or in part for the convenience of the Authority;
- (i) suspension of work on a construction project ordered by the Authority, and;
- (j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - i. when the contract is negotiated;
 - ii. when the contractor provides the site or design; or
 - iii. when the parties have otherwise agreed with respect to the risk of differing site conditions.

(2) Price Adjustments.

- (a) Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - ii. by unit prices specified in the contract or subsequently agreed upon;

- iii. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - iv. in such other manner as the contracting parties may mutually agree; or
 - v. in the absence of agreement by the parties by a unilateral determination by the Authority of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the Authority, as accounted for in accordance with Authority cost accounting principles regulations, or lack applicable Authority regulations in accordance with generally accepted cost accounting principles, and subject to the provisions of Chapter 8 (Appeals and Remedies).
- (b) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of Section 3.2.2 (Cost or Pricing Data).
- (3) Standard Clauses and Their Modification. The Procurement Officer, after consultation with the Authority Attorney, may establish standard contract clauses for use in Authority contracts. However, the Procurement Officer may, upon consultation with the Authority Attorney, vary any such standard contract clauses for any particular contract.

3.3.3 Contract Administration

A contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.

3.3.4 Cost Reimbursement Provisions

If a contract is being funded in whole or in part by assistance from a federal agency, then reimbursement to contractors for incurred costs or cost estimates included in negotiated prices may be subject to appropriate federal cost principles, e.g., Subpart 1-15 of Title 41, Code of Federal Regulations. Individual federal agencies may have requirements applicable to their particular assistance programs. Lacking applicable federal regulations, individual federal agency regulations, or Authority regulations, cost reimbursement shall be in accordance with generally accepted cost accounting principles.

3.3.5 Right to Inspect Plant

The Authority may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier that is pertinent to the performance of any contract awarded or to be awarded by the Authority.

3.3.6 Right to Audit Records

- (1) Audit of Cost or Pricing Data. The Authority may make provision in its contracts such that it can, at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section 3.2.2 (Cost or Pricing Data) to the extent that

such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for five (5) years from the date of the final payment under the contract.

- (2) Contract Audit. The Authority shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract, other than a fixed-price contract, to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of the final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.
- (3) Contractor Records. If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:
 - (a) requiring the contractor and subcontractors at any tier to maintain for five (5) years from the date of final payment under the contract, all books, documents, papers, and records pertinent to the contract; and
 - (b) requiring the contractor and subcontractor at any tier to provide to the Authority, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them.

3.3.7 Authority Procurement Records

All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Authority in a contract file by the Procurement Officer, and shall be retained and disposed of by the Authority in accordance with Section 119.021, Florida Statutes.

As the Authority is a "public agency" as defined in Section 119.0701(1)(b), Florida Statutes, the Purchasing Director shall include the following, or substantially similar, contract provision:

Contractors, as defined in Section 119.0701(1)(a), Florida Statutes, shall comply with Florida public records laws (as applicable), specifically to:

(i) Keep and maintain documents that are required for contractor to perform, which are also the Authority's public records;

(ii) Upon request from the Authority, provide the Authority with a copy of the available requested records 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;

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

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the Authority, all public records in contractor's possession upon expiration, or termination, of a contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the Authority, upon request from the Authority or its designee, in a format that is compatible with the information technology systems of the Authority and such format shall be mutually agreed upon.

The Authority's sole and exclusive remedy for a contractor's breach of this requirement shall be the termination of the contract.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY'S RECORDS CUSTODIAN AT 941-316-1776.

3.3.8 Notice of Federal Public Policy Requirements

If the contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as equal employment opportunity, fair labor standards, energy conservation, environmental protection, or other similar socio-economic programs, then the Procurement Officer shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

CHAPTER 4 - SPECIFICATIONS

4.1 Maximum Practicable Competition

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the Authority's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the Authority by architects, engineers, designers, and draftsmen.

4.2 Qualified Products List

- (1) Use. A qualified products list may be developed by the Procurement Officer when testing or examination of the supplies or construction items prior to issuance of the solicitation is desirable or necessary in order to best satisfy the Authority's requirements.
- (2) Solicitation. When developing a qualified products list, a representative group of potential suppliers shall be solicited in writing to submit products for testing and examination to determine acceptability for inclusion on a qualified products list. Any potential supplier, even though not solicited, may offer its products for consideration.
- (3) Testing. Inclusion on a qualified products list shall be based on results of tests or examinations conducted in accordance with prior requirements noticed by the Authority.
- (4) Final Approval, Revisions, and Cancellation. The final approval of, revisions to a cancellation of qualified products lists shall be made only upon approval of the Procurement Officer.

4.3 Brand Name or Equal Specification

- (1) Use. Brand name or equal specifications may be used when the Procurement Officer determines that:
 - (a) no other design or performance specification or qualified products list is available;
 - (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (c) the nature of the product of the Authority's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - (d) use of a brand name or equal specification is in the Authority's best interests.
- (2) Designation of Several Brand Names. When brand name or equal specifications are designated, the Procurement Officer shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

- (3) Required Characteristics. Unless the Procurement Officer determines that the essential characteristics of the brand name included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics that are required.
- (4) Nonrestrictive Use of Brand Name or Equal Specifications. When a brand name or equal specifications is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name or equal specifications is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4.4 Brand Name Specification

- (1) Use. Because the use of a brand name specification is restrictive of product competition, it may be used only when the Procurement Officer makes a determination that only the identified brand name item or items will satisfy the Authority's needs.
- (2) Competition. The Procurement Officer shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3.1.5 (Sole Source Procurement).

4.5 "Buy American" Requirements

If a contract is being funded in whole or in part by assistance from a federal agency, then the Authority shall adhere to the appropriate "Buy American" requirements of the federal agency providing the assistance.

4.6 Energy Conservation

The Authority's solicitation shall seek to promote energy conservation and shall comply with any applicable mandatory standards, policies, rules, or laws.

4.7 Express Warranty

Submission of a bid or offer by a contractor shall constitute an express warranty of the contractor that the goods or services offered pursuant to the contract shall meet the specifications provided in the solicitation.

~~4.8 Scrutinized Companies Lists~~

~~Section 287.135, Florida Statutes, related to scrutinized companies is applicable to the Authority. Entering into contracts with certain persons for goods or services of \$1,000,000 or more may be prohibited by Section 287.135, Florida Statutes. In addition, Section 287.135(5), Florida Statutes, requires persons submitting a bid or proposal for a contract or before the person enters into or renews a contract for good and services of \$1,000,000 or more to certify that certain requirements are met.~~

CHAPTER 5 – PROCUREMENT OF CONSTRUCTION, ARCHITECT, ENGINEER, AND LAND SURVEYING SERVICES

5.1 Management of Construction Contracting

5.1.1 Responsibility for Selection of Methods of Construction Contracting Management

The Procurement Officer shall have discretion to select the appropriate method of construction contracting management for a particular project, including but not limited to construction management services, design build contracts and other alternative delivery methods that are determined to be a benefit for the specific project and in compliance with Florida Statutes. In determining which method to use, the Procurement Officer shall consider the Authority's requirements, its resources, and the potential contractor's capabilities.

5.2 Bid Security and Performance Bonds

5.2.1 Bid Security

- (1) Requirement for Bid Security. Bid Security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Procurement Officer to exceed \$100,000. Bid security shall be a bond provided by a surety company authorized to do business in the State or otherwise supplied in a form satisfactory to the Authority. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$100,000 when the circumstances warrant as solely determined by the Authority.
- (2) Amount of Bid Security. Bid security shall be in an amount equal to at least 5% of the amount of the bid.
- (3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation to bid requires bid security, a bid shall be rejected in the event of non-compliance unless it is determined that the bid fails to comply only in a nonsubstantial manner with the security requirements.
- (4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3.1.1(6) (Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards), no action shall be taken against the bidder or the bid security.

5.2.2 Contract Performance and Payment Bonds

- (1) When Required - Amounts. When a construction contract is awarded through competitive sealed bid in excess of \$150,000, the following bonds or security shall be delivered to the Authority and shall become binding on the parties upon the execution of the contract:
 - (a) a performance bond satisfactory to the Authority, executed by a surety insurer authorized to do business in the State as a surety, in an amount equal to 100% of the price specified in the contract, conditioned that the contractor perform the contract in the time and manner prescribed in the contract; and

- (b) a payment bond satisfactory to the Authority, executed by a surety insurer authorized to do business in the State as a surety, in an amount equal to 100% of the price specified in the contract, conditioned that the contractor promptly make payments to all persons supplying labor, materials or supplies used directly or indirectly in the performance of the work provided for in the contract, and who are claimants as defined in Section 255.05(1), Florida Statutes.
- (2) Reduction of Bond Amounts. After consultation with the Authority Attorney and notice to the Authority Board of Directors through the Executive Director, the Procurement Officer is authorized to reduce the amount of performance and payment bonds to 50% of the contract price for each bond when a written determination is made that it is in the best interests of the Authority to do so.
- (3) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the Authority to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (1) of this Section.

5.3 Fiscal Responsibility

- (1) Approval By the Authority Board of Directors. Every contract modification, change order, or contract price adjustment in excess of Twenty-five Thousand Dollars (\$25,000), shall be subject to prior approval by the Authority Board of Directors after receiving a report as to the effect of the contract modification, change order, or contract price adjustment on the total project budget or the total contract budget.
- (2) Delegation of Authority. Contracts may provide for delegated authority to the Executive Director or other Authority agent designated by the Executive Director to approve and process contract modifications, change orders or contract price adjustments totaling less than Fifty Thousand Dollars (\$50,000) cumulatively. Any additional modification, change order or contract price adjustment shall be allowed only in such amount as may be authorized and approved by the Authority Board of Directors.

5.4 Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services

5.4.1 Public Announcement, Competitive Selection and Negotiation

- (1) Service or Study Solicitation. It is the policy of the Authority to publicly announce all requirements for professional architectural, engineering, landscape architectural, or surveying and mapping services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices as required by Section 287.055, Florida Statutes. In the procurement of such services, persons interested in providing such services may be required to submit a statement of qualifications, a proposal, or other such information consistent with Section 287.055, Florida Statutes.
- (a) Scope of Project Requirements. Written project requirements will be developed and made

available to interested parties. The scope of project requirements shall indicate the nature and scope of the professional services needed, including but not limited to, the following:

- i. the location and general purpose of the service or study;
 - ii. the objectives of the study or service;
 - iii. estimated period of time needed for the service or the study;
 - iv. the estimated cost of the project;
 - v. whether the proposed study or service would duplicate any prior or existing study or service;
 - vi. list of current contracts or prior services or studies that are related to the proposed study or service; and
 - vii. criteria upon which project statements of qualifications, proposals, or other such required submittals will be evaluated, including submittal rules and formats (e.g. page limitations, font sizes, electronic or paper copies, etc.).
- (b) Public Announcement. The public announcement for services requested shall be in a uniform and consistent manner as referenced in Section 287.055, Florida Statutes, through means intended to reach a wide audience of persons potentially qualified to conduct such services. Multiple means will be employed in the ~~p~~aPublic ~~a~~Announcement, and such means may include, but are not limited to: advertisement in newspapers of general circulation in the Authority service area or larger area as appropriate; posting on the Authority website; dissemination by electronic or conventional mail to listing of persons previously requesting notification of Authority projects; or subscription distribution services. The public announcement shall be accompanied by an invitation for persons to submit an indication of interest in performing the required services; how they may obtain the scope of project requirements and other selected project information; and the period of time within which such indications of interest will be accepted, which period shall not be less than twenty-eight (28) calendar days from the date of the public announcement.
- (c) Review of Public Announcement and Project Requirements. The public announcement and scope of project requirements shall be approved by the Executive Director prior to public distribution of these items.
- (d) Re-solicitation. If the Authority receives indications of interest from less than three (3) persons, it may resolicit indications of interest from all persons previously solicited and from such additional persons as it may deem advisable. Thereafter, the Authority may proceed to consider those persons responding to the solicitation or re-solicitation.
- (e) Modifications Prohibited. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner.

Notwithstanding, a person that has submitted an indication of interest by responding to a solicitation may withdraw its indication of interest if a re-solicitation occurs in accordance with (d) above.

- (f) Exemptions. This section shall not apply to a professional service contract for a project whose basic construction cost is estimated by the agency to be \$325,000 or less or for a planning or study activity when the fee for professional services is \$35,000 or less (or as may be updated in Section 287.055, Florida Statutes), or in cases of valid public emergency so certified by the Executive Director. This section shall not apply to any requirement for professional services if a continuing contract to provide such services is in effect, a determination is made to utilize the continuing contract to obtain such services, and such professional services are below the thresholds provided in Section 287.055(2)(g), Florida Statutes, or a continuing contract, whichever is lower.
- (2) Consultant Selection. For each solicitation in which a public announcement is made, the Executive Director shall appoint a Professional Services Evaluation Committee (PSEC) to review and evaluate submittals and make recommendations on professional services selection. The PSEC shall include no less than three (3) and no more than five (5) voting members. Non-voting advisory staff may be appointed to assist the PSEC by the Executive Director as needed. PSEC voting members shall generally consist of employees of the Authority and Authority Customer staff, as defined by the Authority's Master Water Supply Agreement, but may include others when deemed appropriate by the Executive Director. The Procurement Officer may serve as a member of the PSEC. The PSEC shall be appointed prior to the public announcement being made.
- (3) Evaluation. Following a determination by the Procurement Officer that the written submittals of qualifications, proposals, performance data, and other information requested complies with the requirements of the public announcement, including being timely and properly received, they shall be evaluated by the PSEC. The Procurement Officer shall assimilate submittal materials and disseminate such to PSEC members. A minimum of one (1) PSEC meeting shall be held to review and rank submittals. All PSEC meetings shall be conducted in accordance with Chapter Section 286.011, Florida Statutes, the Florida Sunshine Law, and PSEC voting members shall refrain from any selection-related discussions with other committee members outside of a PSEC meeting .
- (a) The PSEC shall determine qualifications, interest, and availability by reviewing all written responses properly and timely received that express an interest in performing the services. The PSEC determinations shall be based upon the following considerations:
- i. competence, including technical education and training or project personnel;
 - ii. experience in the kind of project to be undertaken;
 - iii. projected workload and availability of adequate personnel, equipment and facilities;
 - iv. the extent of repeat business of the firm;

- v. past record of professional accomplishments;
 - vi. office location proximity to Authority service area;
 - vii. past record of performance on Authority projects; and
 - viii. other applicable project specific factors determined by the Authority prior to the issuance of the public announcement
- (b) Based on application of evaluation criteria in this Section above applied to written submittals, the PSEC shall prepare a ranked short-list of at least three (3) firms determined to be most qualified to conduct the services requested. At the discretion of the PSEC, all firms on the ranked short-list may be interviewed, and re-ranked based on results of the interviews.
- (c) The final ranked short-list shall be submitted to the Executive Director for consideration, and upon approval, contract negotiation shall be initiated or in the alternative, ~~(d)~~ the Executive Director is authorized to present the ranked short-list to the Authority Board of Directors for consideration and approval for contract negotiations.
- (4) Contract Negotiations. Upon approval of the ranked short-list by either the Executive Director or the Authority Board of Directors, contract negotiations with the highest ranked firm on the short-list shall begin. Negotiations shall be conducted by the Executive Director or his/her designee(s), hereafter referred to as 'Authority Negotiators'.
- (a) Negotiations shall proceed in accordance with Section 287.055(5), Florida Statutes, as may be amended from time to time.
 - (b) Negotiated contract including scope of project and fees shall be submitted to the Procurement Officer for administrative approval by the Executive Director and preparation of recommendation to the Authority Board of Directors. Nothing in this Section shall prohibit the Authority Board of Directors from rejecting the negotiated contract and directing Authority staff to resolicit the services.
- (5) Truth-In-Negotiation Certificate. For all lump sum or cost-plus-fixed-fee professional service contracts over the statutorily specified threshold amount, the Authority shall require the firm receiving the award to execute a truth-in-negotiation certificate that meets the requirements of Section 287.055(5), Florida Statutes, as may be amended from time to time.
- (6) Prohibition Against Contingent Fees. Each contract entered into by the Authority for professional service shall contain a prohibition against contingent fees that meets the requirements of Section 287.055(6), Florida Statutes, as may be amended from time to time.
- (7) Continuing Contracts. Nothing in this Section 5.4.1 shall be construed to ~~neither~~ prohibit continuing contracts for professional services between a person and the Authority that meets the requirements nor waive the applicability of Section 287.055, Florida Statutes.

5.4.2 Design-Build Contracts

~~(1) Design-Build Contracts. Design-build contracts may be awarded in accordance with Section 287.055(9), Florida Statutes. The definitions in Section 287.055(2), Florida Statutes, related to design-build contracts are applicable. the provisions of this subsection.~~

~~(2)(1)~~

~~(a) Definitions. For purposes of this subsection:~~

~~i. A "Design-Build Firm" means a partnership, corporation or other legal entity which:~~

~~1) Is certified under Chapter 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and~~

~~2) Is certified under Chapter 471.023, Florida Statutes, to practice or to offer to practice engineering; certified under Chapter 481.219, Florida Statutes, to practice or to offer to practice architecture; or certified under Chapter 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.~~

~~ii. A "Design-Build Contract" means a single contract with a design-build firm for the design and construction of a public construction project.~~

~~iii. A "Design Criteria Package" means concise, performance-oriented drawings or specifications for the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to the Authority's Request for Proposal, or to permit the Authority to enter into a negotiated design-build contract. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements, as may be applicable to the project.~~

~~iv. A "Design Criteria Professional" means a firm who holds a current Certificate of Registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract to the Authority for the providing of professional architect services, landscape architect services or engineering services in connection with the preparation of the Design Criteria Package.~~

The Design Criteria Package shall be prepared and sealed by a design criteria professional employed by or retained by the Authority in accordance with Section 5.4.1, Subsections (1) through (5), of this Policy. A design criteria professional who has been selected to prepare a design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package prepared by the design criteria professional.

(2) Procedures for the Award of Design-Build Contracts.

Procedures for the award of design-build contracts shall include the minimum requirements found in Section 287.055(9)(c), Florida Statutes. ~~, as a minimum, the following:~~

- ~~(a) Preparation of a Design Criteria Package for the design and construction of the public construction project.~~
- ~~(b) Qualification and selection of no fewer than three (3) design-build firms as the most qualified, based on the qualifications, availability and past work of the firm, including partners or members thereof.~~
- ~~(c) Criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical and design aspects of the public construction project, weighted for the project.~~
- ~~(d) Solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms, based upon the evaluation criteria and procedures established prior to the solicitation of competitive proposals.~~
- ~~(e) Consultation with an employed or retained design criteria professional concerning: 1) evaluation of the responses or bids submitted by the design-build firms; 2) supervision or approval by the Authority of the detailed working drawings of the project, and; 3) evaluation of the compliance of project construction with the design criteria package provided by the design criteria professional.~~
- ~~(f) In the case of public emergencies declared and certified to by the Executive Director, and confirmed by the Authority Board of Directors, any or all of the foregoing rules and procedures may be waived and negotiations are authorized with the best qualified design-build firm available at the time.~~

- (3) The Procurement Officer may develop additional procedures consistent with this Policy and policies of the Authority Board of Directors as may be necessary to implement the provisions of this subsection, and such procedures may be included within a solicitation.

5.4.3. Construction Manager at Risk

CMAR contracts may be awarded in accordance with Sections 255.103, 255.20, and 287.055, Florida Statutes, and Section 5.4.1 (1)-(6) of this Policy.

~~(3)~~

CHAPTER 6 – COST PRINCIPLES

6.1 Cost Principles Regulations Required

The Procurement Officer shall promulgate a procedure that shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs where the contract provides for the reimbursement of costs; provided, that if a written determination is approved by the Authority Board of Directors, such procedure may be modified by contract.

CHAPTER 7 – SUPPLY MANAGEMENT

7.1 General Supervision

The Procurement Officer shall have general supervision of the management of supplies during their entire life cycle. The objectives of supply management include preventing waste, continuing utilization of supplies, and obtaining a fair return of value upon disposal of supplies. In order to achieve these objectives, sound inspection, testing, warehousing, and inventory practices are called for, and effective means of transferring and disposing of property shall be utilized.

7.2 Quality Assurance, Inspection and Testing

The Procurement Officer shall take such steps as are deemed desirable to ascertain or verify that supplies, services, or construction items procured by the Authority conform to specification.

7.3 Inventory Management

The Procurement Officer shall have general supervision of all inventoried tangible personal property, whether warehoused or in use, belonging to the Authority. All warehouses and similar storage areas shall be inventoried at least annually. The Procurement Officer shall have general supervision of the determination of appropriate stock levels and economic order quantities for all inventories belonging to the Authority.

7.4 Warehousing and Storage

The Procurement Officer shall exercise general supervision of any receiving, storage, and distribution facilities and services maintained and operated by the Authority.

7.5 Authorization to Dispose of Surplus Supplies

No employee of the Authority shall transfer, sell, trade-in, or otherwise dispose of supplies owned by the Authority without written authorization of the Procurement Officer, following the declaration by the Authority Board of Directors that such supplies are surplus.

7.6 Transfer of Excess and Surplus Supplies

Insofar as is feasible and practical, the Procurement Officer shall transfer excess supplies declared surplus by the Authority Board of Directors to other agencies or units of government. The price of the supply transferred shall be the fair market price based, where possible, on previous sales of similar products in the open market, or on an appraised value, and shall be one mutually agreed upon between the owning agency and the recipient, and approved by the Procurement Officer. If agreement cannot be reached, the Procurement Officer shall establish the price. When a supply is transferred to other units of government, the recipient shall agree in writing not to transfer title or otherwise dispose of the supply within twelve (12) months of ownership without prior approval of the Procurement Officer.

7.7 Disposition of Surplus Supplies

Supplies declared surplus by the Authority Board of Directors shall be offered through competitive sealed bids, public auction, or posted prices. It is recognized, however, that some types and classes of items can be sold or disposed of more readily and advantageously by other means, including barter. In such cases, and also where the nature of the supply or unusual circumstances call for its sale to be restricted or controlled, the Procurement Officer may employ such other means, including appraisal, provided ~~such the Procurement Officer~~ officer makes a written determination that such procedure is advantageous to the Authority.

7.8 Auctions

When authorized by the Authority Board of Directors, Authority employees or an experienced professional auctioneer may be used to cry the sale and assist in the preparation of the sale.

7.9 Posted Prices

Supplies declared surplus by the Authority Board of Directors may be sold at posted prices as determined by the Procurement Officer when such prices are based on fair market value and the sale is conducted pursuant to written policies established by the Authority Board of Directors.

7.10 Trade-In

Surplus supplies may be traded in only when the Procurement Officer determines the trade-in value is expected to exceed the value estimated to be obtained through the sale or other disposition of such supplies.

CHAPTER 8 – APPEALS AND REMEDIES

8.1 ~~Bid~~ Protests

~~Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to contract solicitations or awards. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.~~

~~(1) Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Authority Board of Directors. Prior to filing a written protest, any aggrieved party shall first communicate such grievance to the Procurement Officer in good faith effort to resolve any such grievance. Any communication with the Procurement Officer in an attempt to resolve a grievance will not extend the 72-hour period for filing a protest, as provided in Subsection (2) of this Section.~~

~~(2) Filing of Protest.~~

~~(a) How and When to File. Protests shall be made in writing to the Authority Board of Directors, in duplicate, and shall be filed within 72 hours of electronically posting of the notice of award of contract or intended award of contract. The protest is considered filed when received by the Authority Board of Directors. Protests received after the 72-hour period shall not be considered.~~

~~(b) Subject of Protest. Protestors may file a protest on any phase of solicitation or award.~~

~~(c) Form. To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:~~

~~i. The name and address of the protestor;~~

~~ii. Appropriate identification of the procurement matter including, but not limited to, any number assigned to the invitation to bid, request for proposal, or contract;~~

~~iii. A statement of reasons for the protest; and~~

~~iv. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.~~

~~(3) Requested Information. Protestors shall supply any additional information requested by the Executive Director or his/her designee within the time period set forth in the request. Failure of any protestor to comply expeditiously with a request for information may result in resolution of the protest without consideration of any information that is untimely filed pursuant to such request.~~

~~(4) Decision. The Executive Director or his/her designee shall consider and investigate all written protests in a timely manner and submit a decision to the Authority Board of Directors.~~

~~(5) Notice of Decision.~~~~(a) A copy of the decision under Subsection (4) of this Section shall be served upon the protestor and any other party intervening by hand delivery or certified mail, return receipt requested, to the protestor at the address listed on the protest, as well as any other party intervening.~~~~(b) The notice of decision shall state the reasons for the action taken, and inform the protestant of its right to request a hearing pursuant to Subsection (6) of this Section.~~~~(6) Right to Request a Hearing.~~~~(a) Requests for a hearing emanating from bid or proposal and award protests that are rejected or disallowed by the Executive Director or his/her designee, shall be addressed in writing to the Authority Board of Directors within 3 business days from the date of receipt of the notice of decision. The Authority Board of Directors shall then schedule a hearing date as soon thereafter as reasonably practical.~~~~(b) Notwithstanding the provisions of this Subsection, no protestor may present for consideration, testimony or other evidentiary materials that were requested of the protestor in writing by the Executive Director or his/her designee, and were denied to the Executive Director or his/her designee.~~~~(7) Stay of Procurements During Protests. In the event of a timely protest under Subsection (2) of this Section, the Procurement Officer shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Executive Director makes a written determination that the award of a contract without delay is necessary to protect substantial interests of the Authority.~~**8.2 Remedies for Solicitations or Awards in Violation of the Law**

(1) Prior to Bid Opening or Closing Date for Receipt of Proposals. If, prior to the bid opening or the closing date for receipt of proposals, the Procurement Officer determines that a solicitation is in violation of federal, state, or ~~municipal-local~~ law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.

(2) Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award of contract, the Procurement Officer determines that a solicitation or a proposed award of a contract is in violation of federal, state, or ~~municipal-local~~ law or ordinance, then the solicitation or proposed award shall be canceled.

(3) After Award. If, after an award, the Authority Board of Directors determines that a solicitation or award of a contract was in violation of ~~federal, state, or local~~applicable law or ordinance, then:

(a) If the person awarded the contract has not acted fraudulently or in bad faith:

~~December 5, 2018~~October 1, 2021

- i. if the violation of federal, state, or ~~municipal-local~~ law or ordinance can be cured, then the contract may be amended or ratified and affirmed, provided it is determined that doing so is in the best interest of the Authority; or
 - ii. if the violation of federal, state, or ~~municipal-local~~ law or ordinance cannot be cured, then the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, ~~plus a reasonable profit, but~~ excluding attorney's fees, prior to the termination.
- (b) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the Authority.

8.3 Contract Claims

- (1) Notice of Contract Claims. ~~A contractor may, in an attempt to resolve a dispute prior to the commencement of an action in a court of competent jurisdiction in accordance with the applicable contract, submit a request for All claims by a contractor against the Authority relating to a contract, except bid protests, shall be submitted in writing to the Procurement Officer for a decision. — The contractor may request a conference with the Procurement Officer on the claim. Claims include, without limitation, to discuss a dispute, including but not limited to~~ disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. All such disputes must be valued at less than Ten Thousand Dollars (\$10,000.00).
- (2) Authority of the Procurement Officer to Resolve Contract Claims. The Procurement Officer is authorized to resolve any ~~claim-dispute~~ arising out of the performance of a Authority contract and recommend to the Executive Director, prior to the ~~filing of a request for a hearing with the Authority Board of Directors or the~~ commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of Ten Thousand Dollars (\$10,000.00) or exceeding Ten Thousand Dollars (\$10,000.00) in value without the prior approval of the Authority Board of Directors. —This authority shall be exercised in accordance with regulations promulgated by the Authority Board of Directors.
- (3) ~~Notice to the Contractor of the Procurement Officer's DecisionReview.~~ The ~~decision of the Procurement Officer shall be promptly issued in writing, and shall be served upon the contractor by hand delivery or certified mail, return receipt requested, to the contractor at the address listed on the contract~~ will attempt to resolve the dispute within fourteen (14) days of receipt of notice.
- ~~If an adverse decision has been rendered, the notice of decision shall inform the contractor of his/her right to request a hearing under Subsection (5) of this Section.~~
- (4) Nothing in this Section 8.3 shall supersede any contract provision regarding disputes or breaches of contract, and contractors shall proceed in accordance with such contractual provisions.

- ~~(4) — Failure to Render Timely Decision. — If the Procurement Officer does not issue a written decision regarding a contract controversy within 14 days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.~~
- ~~(5) — Finality of Procurement Officer's decision; Contractor's Right to Request a Hearing. — The Procurement Officer's decision shall be final and conclusive unless, within 10 calendar days from the date of receipt of the decision, the contractor files a written request for hearing with the Authority Board of Directors.~~

~~8.4 — Procedure for Protests of Plans and Specifications~~

- ~~(1) — With respect to a protest to the plans or specifications contained in any solicitation for bids or proposals, a formal written protest must be filed with the Authority within 10 days of the receipt thereof, and in no event later than 15 days after the date of publication of any invitation to bid or request for proposals. Failure to file a formal written protest with respect to the plans and specifications within such time period shall constitute a waiver to the bid protest proceedings, with respect to the plans and specifications.~~

~~(2) Protests of the plans and specifications that are timely filed shall be handled in accordance with the provisions of this Section of this Policy, provided that, there shall be no delay in the opening date for the bid or proposal. The Authority may defer final decision on a timely filed protest to the plans or specifications until after the opening date for the bid or proposal. Protestors may submit bids or proposals noting such exceptions to the plans and specifications as may be raised in the Protestor's formal written protest. Failure to submit a bid or proposal shall be deemed a waiver of the protest.~~

~~8.5 Procedure for Pre-Bid Protests~~

~~(1) In order to facilitate the orderly solicitation of bids and proposals and award of contracts, the Authority Board of Directors may, in its discretion, provide notice of a decision relating to a proposed future contract, in advance of the formal solicitation for bids or proposals, for the purposes of triggering the protest process on that specific decision. Such decisions may relate to any matter concerning the procurement process for a specific contract, including but not limited to decisions related to the contents of a bid specification, the use of a sole source procurement, the preparation of qualified product list, or the use of brand name specifications. Any prospective bidder, offeror, contractor, supplier, manufacturer, or other person who is aggrieved by such a decision may file a protest as set forth in this section. Failure to file a protest as provided in this section shall be deemed a waiver of the right to protest such decision in the future.~~

~~(2) Notice of an Authority Board of Directors decision pursuant to subsection (1) of this Section shall be published once in a newspaper of general circulation in the boundaries of the Authority. Such notice shall include, in addition to such information that may be deemed prudent or necessary by the Executive Director, the following:~~

~~(a) A title substantially in the form of "Notice of Decision by the Authority Board of Directors";~~

~~(b) The project title or number that identifies the specific proposed contract or project to which the decision relates;~~

~~(c) A statement of the Authority Board of Directors' decision, or a summary thereof, sufficient to inform persons of the nature and general content of the decision; and~~

~~(d) A statement substantially in the form that "Any prospective bidder, offeror, contractor, supplier, manufacturer, or other person who is aggrieved by this decision may file a protest in accordance with the procedures set forth in Chapter 8 of this Policy. Failure to file a written protest of this decision within 7 days of the date this notice is published shall be deemed a waiver of the right to protest such decision in the future."~~

~~(3) Protests shall be made in writing to the Authority Board of Directors, in duplicate, and shall be filed within 7 days of the date of publication of the notice of decision. The protest is considered filed when received by the Authority Board of Directors. Protests received after the 7 day period shall not be considered.~~

- ~~(4) To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:~~
- ~~(a) The name and address of the protestor;~~
 - ~~(b) Appropriate identification of the Board decision being protested;~~
 - ~~(c) A statement of the reasons for the protest; and~~
 - ~~(d) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.~~
- ~~(5) The protestor shall supply any additional information requested, in writing, by the Executive Director or his/her designee, within the time period set forth in the request. Failure of a protestor to comply expeditiously with a request for information may result in resolution of the protest without consideration of any information that is ultimately filed pursuant to such request.~~
- ~~(6) Upon filing of a timely protest, the Executive Director shall schedule hearing date before the Authority Board of Directors as soon thereafter as is reasonably practical. At the hearing the protestor shall have the right to present evidence and testimony to the Authority Board of Directors, present arguments, and to examine persons who may testify in favor or against the decision. Provided that the protestor shall not be permitted to present for consideration, testimony or other evidentiary materials that were requested of the protestor in writing by the Executive Director or his/her designee, and were not timely produced. The Authority Board of Directors may take evidence and testimony from staff, the protestor, or any other interested persons. Testimony shall be taken under oath. Decisions of the Authority Board of Directors shall be rendered in the form of a written order, and such order shall be final as of the date it is signed by the Authority Board of Directors Chairman and filed with the Executive Director.~~
- ~~(7) In the event a timely protest is filed, the Procurement Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies provided in this section, and judicial remedies, have been exhausted or until the Executive Director makes a written determination that the solicitation or award of a contract without delay is necessary to protect the substantial interest of the Authority.~~

CHAPTER 9 – INTERGOVERNMENTAL RELATIONS

9.1 Cooperative Purchasing Authorized

~~The Authority may purchase commodities and contractual services, other than services required to be procured in accordance with Section 5.4 (Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services), in accordance with Section 189.4221, Florida Statutes.~~

~~The Authority's Public Procurement Unit may either participate in, sponsor, conduct, or administer a cooperative purchasing contract for the procurement of any supplies, services, or construction with one or more Public Procurement Units or External Procurement Activities in accordance with a contract entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between Public Procurement Units. However, no such contract is needed for the Authority to make purchases using the open-ended State Public Procurement Unit contracts that are made available to Local Public Procurement Units unless required by the State. Additionally, the Authority's Procurement Unit may procure any supplies or services under contracts currently in effect between other sub-state governments and individual vendors subject to approval by the Authority Board of Directors and the affected parties to such contracts.~~

9.2 Sale, Acquisition or Use of Supplies ~~by a Public Procurement Office~~

~~The Authority's Public Procurement Unit may sell to, acquire from, or use any supplies belonging to another Public Procurement Unit or External Procurement Activity independent of the requirements of Chapter 3 (Source Selection and Contract Formation) and Chapter 7 (Supply Management) of this Policy.~~

9.3 Cooperative Use of Supplies or Services

~~The Authority's Public Procurement Unit may enter into a contract, subject to approval by the Authority Board of Directors, independent of the requirements of Chapter 3 (Source Selection and Contract Formation) and Chapter 7 (Supply Management) of this Policy, with any other Public Procurement Unit or External Procurement Activity for the cooperative use of supplies or services under the terms agreed upon between the parties, as long as such services are not required to be procured in accordance with Section 287.055, Florida Statutes.~~

9.4 Joint Use of Facilities

~~The Authority's Public Procurement Unit may enter into contracts, subject to approval by the Authority Board of Directors, for the common use or lease of warehousing facilities, capital equipment, and other facilities with another governmental entity ~~Public Procurement Unit of an External Procurement Activity~~ under the terms agreed upon between the parties.~~

9.5 Supply of Personnel, Information and Technology

(1) Supply of Personnel. ~~As with any Public Procurement Unit so authorized, the Authority's Public Procurement Unit is authorized, in its discretion, upon written request from another government agency ~~Public Procurement Unit or External Procurement Activity~~, to provide~~

personnel to the requesting ~~government agency~~ Public Procurement Unit or External Procurement Activity. The ~~government agency~~ Public Procurement Unit or External Procurement Activity making the request shall pay the Authority ~~Public Procurement Unit~~ providing the personnel the direct and indirect cost of furnishing the personnel, in accordance with a contract between the parties.

- (2) Supply of Services. As with any ~~government agency~~ Public Procurement Unit so authorized, the informational, technical, and other services of the Authority's ~~Public Procurement Unit~~ may be made available to any other ~~government agency~~ Public Procurement Unit or External Procurement Unit. The ~~Public Procurement Unit or External Procurement Unit~~ tendering the services shall have precedence over the requesting ~~Public Procurement Unit or External Procurement Activity~~. The requesting ~~government agency~~ Public Procurement Unit or External Procurement Activity shall pay for the expenses of the services so provided by the Authority, in accordance with an agreement between the parties.
- (3) Information Services. Upon request, the Procurement Officer may make available to ~~government agencies~~ the Public Procurement Units or External Procurement Activities the following services, among other:
- (a) standard forms;
 - (b) printed manuals;
 - (c) product specifications and standards;
 - (d) quality assurance testing services and methods;
 - (e) qualified product lists;
 - (f) source information;
 - (g) common use commodities listings;
 - (h) supplier pre-qualification information;
 - (i) supplier performance ratings;
 - (j) debarred and suspended bidders lists;
 - (k) forms for invitations to bid, requests for proposals, instructions to bidders, general contract provisions, and other contract forms; and
 - (l) contracts or published summaries thereof, including price and time of delivery information.
- (4) Technical Services. The Procurement Officer may provide the following technical services, among others:

- (a) development of products specifications;
 - (b) development of quality assurance test methods, including receiving, inspection, and acceptance procedures;
 - (c) use of product testing and inspection facilities; and
 - (d) use of personnel training programs.
- (5) Fees. The Procurement Officer may enter into contracts, subject to approval by the Authority Board of Directors, and publish a schedule of fees for the services provided under Subsections (3) and (4) of this Section.

9.6 Use of Payment Received by ~~a Supplying Public Procurement Unit~~ the Authority

All payments from any ~~government agency, Public Procurement Unit or External Procurement Activity~~ received by the Authority ~~a Public Procurement Unit supplying personnel or services~~ shall be available to be used by the Authority ~~the supplying Public Procurement Unit~~ as authorized by law.

9.7 Public Procurement Units in Compliance with Ordinance Requirements

Where ~~a government agency, the Public Procurement Unit or External Procurement Activity~~ administering a cooperative purchase complies with the requirements of this Policy, such government agency ~~any Public Procurement Unit~~ participating in such a purchase shall be deemed to have complied with this Policy. ~~Government agencies, Public Procurement Units~~ may not enter into a cooperative purchasing agreement for the purpose of circumventing this Policy.

CHAPTER 10 – ETHICS IN PUBLIC CONTRACTING

10.1 Criminal Penalties

The extent that violations of the ethical standards of conduct set forth in this Chapter 10 constitute violations of the State Criminal Code and shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Chapter 10.

10.2 Employee Conflict of Interest

It shall be unethical for any Authority employee to participate directly or indirectly in a procurement contract when the Authority employee knows that:

- (1) The Authority employee or any member of the Authority employee's immediate family has a financial interest pertaining to the procurement contract; or
- (2) Any other person, business, or organization with whom the Authority employee or any member of an Authority employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

An Authority employee or any member of an Authority employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

10.3 Gratuities and Kickbacks

- (1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any Authority employee or former Authority employee, or for any Authority Employee or former Authority employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- (2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Chapter 10 shall be conspicuously set forth in every contract and solicitation therefor.

10.4 Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

10.5 Contemporaneous Employment Prohibited

It shall be unethical for any Authority employee who is participating directly or indirectly in the procurement process to become or to be, while such an Authority employee, the employee of any person contracting with the ~~Authority governmental body~~ by whom the employee is employed.

10.6 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

The Authority Board of Directors may grant a waiver from the employee conflict of interest provision (Section 10.2) or the contemporaneous employment provision (Section 10.5) upon making a written determination that:

- (1) the contemporaneous employment or financial interest of the Authority employee has been publicly disclosed;
- (2) the Authority employee will be able to perform his/her procurement functions without actual or apparent bias or favoritism; and
- (3) the award will be in the best interests of the Authority.

Notwithstanding, nothing in this Policy shall supersede or waive the requirements of Part III of Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees.

10.7 Use of Confidential Information

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

10.8 Conflicts of Interest

- (1) Prohibiting Contracts where Conflicts are Found to Exist. The Authority shall not engage in contracts with consultants or professionals whose prior record, work history, and experience indicate ongoing business relationships that may be substantially in conflict with the duties and services that will be required by the Authority.
- (2) Standards and Regulations for the Determination of Potential Conflicting Contractual Obligations. The Procurement Officer shall, as time permits, develop standards and regulations for the prospective determination of potential conflicting contractual obligations that may impair the performance of the professionals or consultants solicited by the Authority. The standards and regulations may require, but shall not be limited to, the inclusion of one or

more of the following in a request for proposals, invitation to bid, announcement, or other solicitation or contract:

- (a) An affidavit providing that the professional or consultant is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the professional to maintain an adversarial role against the Authority or that will impair or influence the advice or recommendations provided to the Authority.
 - (b) The disclosure of all potentially conflicting contractual relationships and the full disclosure of contractual relationships deemed to raise a serious question of conflicts.
 - (c) Appropriate restrictions or limitations on the prior work history and qualifications of qualified or responsive bidders.
 - (d) The standards and regulations shall set forth appropriate requirements based upon the nature and scope of the services that are to be procured and shall be narrowly tailored so as to not unduly restrict competition, while assuring the Authority of undivided loyalty and services of the highest quality.
- (3) Suspension. Any professional or consultant whose bid is rejected or who is denied a contract based solely upon a determination of the existence of conflicting contractual obligations may ~~protest the decision in accordance with Section 8.1 treat the determination as a suspension and may proceed as though suspended under the provisions of Chapter 6.~~
- (4) Ethical Standards. Any professional or consultant submitting false information, intentionally submitting misleading information, or repeatedly failing to comply with the standards and regulations implementing this Section 10.8 shall be deemed to be in violation of the ethical standards of and shall be subject to the sanctions provided in this Chapter 10.
- (5) Definition of a Professional and a Consultant. Professional or consultant as used in this section shall be deemed to include those contractors who, as individuals or duly organized business entities have been or will be retained by the Authority for the purpose of providing recommendations or advice related to planning level or policy level decisions, or who will be engaged in the collection of data or research that will provide the basis for such decisions, as well as those who will be retained to supervise and monitor the performance of contractors or subcontractors of any nature.

10.9 Sanctions

- (1) Employees. Consistent with established Personnel Rules and Regulations, the Executive Director may impose any one or more of the following sanctions on a Authority employee for violations of the ethical standards in this Chapter 10:
 - (a) oral or written warnings or reprimands;
 - (b) suspension with or without pay for specified periods of time; or

- (c) termination of employment.
- (2) Nonemployees. The Authority Board of Directors may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:
- (a) written warnings or reprimands;
 - (b) termination of contracts; or
 - (c) debarment or suspension.

10.10 Recovery of Value Transferred or Received in Breach of the Ethical Standards

- (1) General Provisions. The value of anything transferred or received in breach of the ethical standards of this Policy by an Authority employee or a non-employee may be recovered from both Authority employee and non-employee.
- (2) Recovery of Kickbacks by the Authority. Upon a showing that a subcontractor makes a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or other thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Authority and will be recoverable hereunder from the recipient. –In addition, that amount may also be recovered from the subcontractor making such kickbacks. –Recovery from one offending party shall not preclude recovery from other offending parties.

ADOPTED by the Peace River Manasota Regional Water Supply Authority Board of Directors on May 6, 1992 and amended as follows:

AMENDMENTS:

June 9, 1997	Chapter 3.1.3(3) Contracts for Audit by an Independent Certified Public Accountant (formerly 3-103(3))
April 7, 1999	Chapter 8.4 Procedure for Protests of Plans and Specifications (formerly 8-104) Chapter 8.5 Procedure for Pre-Bid Protests (formerly 8-105)
September 2, 2009	Chapter 3.1.8 Contact with Authority Board and Staff (formerly 3-108)
December 12, 2011	Chapter 3.1.4 Delegation of Authority (formerly 3-104)
July 1, 2013	Amendments incorporated and Policy reformatted
January 28, 2016	Chapter 5.4 Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services Subsection 5.4.1 Public Announcement, Competitive Selection and Negotiation
December 5, 2018	Chapter 1.4 Definitions. Removal of Chapter 2.1 Establishment, Appointment, and Tenure. Renumbering of Chapter 2.1 (formerly 2.2), Chapter 2.2 (formerly 2.3) and Chapter 2.3 (formerly 2.4). Chapter 3.1.4(3) Threshold Levels for Purchasing. Addition of Chapter 4.8 Scrutinized Companies List. Chapter 5.3 Fiscal Responsibility
<u>October 1, 2021</u>	<u>Chapter 1.4 Definitions. Edits to Chapter 3.1.4(3)(c) Threshold Levels for Purchasing; Chapter 3.3.7 Authority Procurement Records; Chapter 5.4.4 Responsibility for Selection Methods of Construction Contracting Management; Chapter 5.4.1 Public Announcement, Competitive Selection and Negotiation; Chapter 5.4.2 Design Build Contracts; Chapter 7.5 Authorization to Dispose of Surplus Supplies; Chapter 8.1 Protests; Chapter 8.2 Remedies for Solicitations or Awards in Violation of the Law; Chapter 8.3 Contract Claims; Chapter 9 Intergovernmental Relations. Statutory Updates to Chapter 3.1.3 (3) Contracts for Audit by an Independent Certified Public Accountant; Chapter 3.2.6 (formally Chapter 4.8) Scrutinized Companies. Addition of Chapter 3.2.7 Convicted Vendor List, Chapter 3.2.8 E-Verify; Chapter 5.4.3 Construction Manager at Risk; Chapter 5.4.3 Construction Manager at Risk and Appendix B E-Verify Affidavit. Removal of Chapter 8.4 Procedure for Protests of Plans and Specifications; Chapter 8.5 Procedure for PreBid Protests.</u>

APPENDIX A

Public Entity Crimes Form

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by

(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a 'public entity crime' as defined in ~~Paragraph-Section~~ 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that 'convicted' or 'conviction' as defined in ~~Paragraph-Section~~ 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an 'affiliate' as defined in ~~Paragraph-Section~~ 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term 'affiliate' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

~~5.~~ I understand that a 'person' as defined in ~~Paragraph-Section~~ 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an

~~December 5, 2018~~ October 1, 2021

entity.

6-5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) _____ (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this _____ day of _____, 20 _____ by _____ as
of _____, a _____ company organized under the laws of the
State of _____, on behalf of the company, who is personally known to me or has produced
_____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public) STATE OF _____

APPENDIX B

E-Verify Affidavit

~~December 5, 2018~~ October 1, 2021

Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, (https://e-verify.uscis.gov/emp) to verify the work authorization status of all Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that _____ (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

Signature Date

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires:

TAB B
Proposed New Procurement Policy (clean)

PROCUREMENT POLICY

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

October 1, 2021

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A Public Entity Crimes Form

B E-Verify Affidavit

CHAPTER 1 – GENERAL PROVISIONS

1.1 Purpose

The purpose of this Procurement Policy (Policy) is to provide for the fair and equitable treatment of all persons involved in public purchasing by the Authority, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1.2 Application

This Policy applies to contracts for the procurement of supplies, services, and construction entered into by the Authority after the effective date unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by the Authority for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of assistance or contract funds from other governmental bodies, the procurement shall be conducted in accordance with any mandatory applicable laws and regulations. Nothing in this Policy shall prevent the Authority from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

1.3 Constructive Notice

All Persons who may bid or be awarded a contract with the Authority, pursuant to this Policy are considered to be on constructive notice of all provisions contained herein.

1.4 Definitions

Authority. The Peace River Manasota Regional Water Supply Authority.

Actual Costs. All direct and indirect costs that have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs only.

Allowable Costs. Direct and indirect costs that have been incurred for services rendered, supplies delivered, or construction built, which may be charged to the Authority.

Architect, Engineer and Land Surveying Services. Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State.

Brand Name or Equal Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Authority requirements and which provides for the submission of equivalent products.

Brand Name Specification. A specification limited to one or more items by manufacturers' names or catalog numbers.

Change Order. A written order signed and issued by the Executive Director or his/her designee

directing the contractor to make changes as authorized by the contract. Any work authorized by a change order shall not be started until the change order is signed and issued.

Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Construction Manager at Risk Contract. (CMAR). In this type of contract, the construction manager assists the Authority and Authority architects and engineers in the development and design of a project by providing preconstruction services and then assumes the risk for the construction of the project by serving as the general contractor. CMAR contracts awards a contract for the provision of preconstruction and construction services to the construction manager and a separate contract for the provision architectural/engineering design to a separate entity. A guaranteed maximum price for the completion of work is included in the agreement. CMAR, as it pertains to this policy, refers to all variations of CMAR as allowed by Florida Statute.

Contract. All types of Authority written agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor. Any person having a contract with the Authority.

Cooperative Purchasing. Procurement conducted by, or on behalf of, more than one Public Procurement Unit or by a Public Procurement Unit with an External Procurement Activity.

Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid and costs to be reimbursed.

Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements that are expected to be incurred, or which have been actually incurred, by the contractor in performing the contract.

Cost Objective. Any unit of work such as a function, an organizational subdivision, or a contract for which provision is made to accumulate and measure separately the cost of processes, products, jobs, capitalized projects, and similar items. A final cost objective is one that has allocated to it both direct and indirect costs.

Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs that are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.

Data. Recorded information, regardless of form or characteristic. Where numeric data is given, both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic

numeral and written language, the written language shall be presumed to be correct and the Arabic numeral shall be presumed to be incorrect.

Designee. A duly authorized representative of a person holding a superior position.

Design-Build Contract. In this type of contract, architectural, engineering, and construction are combined under a single contract. The design-builder oversees and assumes the risk for all phases of design and construction. Design build contracts award a single contract for the provision of both architectural/engineering design and construction services. A guaranteed maximum price for the completion of work is included in the agreement. Design Build, as it pertains to this policy, refers to all variations of Design Build Contracts as allowed by Florida Statute including but not limited to, Progressive Design Build, Fixed Cost Design Build, etc.

Direct or Indirect Participation. Involvement in any manner including, but not limited to, the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

Employee. An individual drawing a salary or wage from the Authority.

Established Catalog Price. The price included in a catalog, price list, schedule, or other form:

- (1) that is regularly maintained by a manufacturer or contractor;
- (2) that is either published or otherwise available for inspection by customers; and
- (3) that states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

Expendable Supplies. All tangible supplies other than non-expendable supplies.

Financial Interest.

- (1) Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$100 per year, or its equivalent;
- (2) Ownership of 5% or more of any property or business; or
- (3) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Governmental Body. Any department, commission, council, board, bureau, committee, institution, legislative body, agency, government corporation, or other establishment or official of the executive, legislative, or judicial branch of any government in the United States of America.

Grant. The furnishing by a governmental body of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction. A contract resulting from such an award is not a grant but a contract.

Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family. A spouse, children, parents, brothers, and sisters.

Invitation to Bid. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Local Public Procurement Unit. Any special district, municipality, or county within the State of Florida.

May. Denotes the permissive.

Non-expendable Supplies. All tangible supplies having an original acquisition cost of over \$100 per unit and a probable useful life of more than one year.

Person. Any business, corporation, firm, partnership, individual, committee, club, other organization, or group of individuals.

Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Procurement Officer. Any person duly authorized by the Executive Director to administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

Public Agency. A governmental body.

Public Procurement Unit. A local public procurement unit.

Purchasing Agency. Any governmental body that is authorized to administer contracts, other than the State Chief Procurement Officer.

Qualified Products List. An approved list of supplies, services, or construction items described by model or catalogue numbers which, prior to competitive solicitation, the Authority has determined will meet the applicable specification requirements.

Regulation. A governmental body's statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been lawfully promulgated.

Request for Proposals. All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Responsive Bidder. A person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation to bid.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Shall. Denotes the imperative.

Specification. Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

State. The State of Florida.

State Chief Procurement Officer. The person holding the position as the head of the central procurement office of this State.

State Public Procurement Unit. The Office of the Chief Procurement Officer and any other Purchasing Agency of this State.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Surplus Supplies. Any supplies other than expendable supplies no longer having use to the Authority. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.

1.5 Public Access to Procurement Information

Procurement information shall be a public record to the extent provided in Chapter 119, Florida Statutes, and shall be available to the public as provided in the Authority's "Statement of Agency Organization and Operation".

CHAPTER 2 – OFFICE OF THE PROCUREMENT OFFICER

2.1 Authority and Duties

- (1) Procurement Officer. Person assigned by the Executive Director as defined in Section 1.4 shall serve as the Procurement Officer for the Authority, and shall be responsible for the procurement of supplies, services, and construction in accordance with this Policy, as well as the management of supplies.
- (2) Duties. In accordance with this Policy, and subject to the supervision of the Executive Director, the Procurement Officer, or a subordinate authorized representative designee of the Procurement Officer, shall:
 - (a) procure or supervise the procurement of all supplies, services, and construction needed by the Authority;
 - (b) exercise direct supervision over the Authority's central stores and general supervision over all other inventories of supplies belonging to the Authority;
 - (c) sell, trade, or otherwise dispose of surplus supplies belonging to the Authority; and
 - (d) establish and maintain programs for specifications development, contract administration, and inspection and acceptance.
- (3) Operational Procedures. Consistent with this Policy, and with the approval of the Executive Director, the Procurement Officer:
 - (a) shall have the authority and responsibility to promulgate procedures governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the Authority; and
 - (b) may adopt operational procedures relating to the execution of the duties of the Procurement Officer, which may be set forth in a manual or handbook.

2.2 Delegation to Other Authority Officials

The Procurement Officer may not delegate the authority to purchase supplies, services, or construction items to other Authority officials, unless specifically authorized by the Executive Director when such delegation is deemed necessary for the effective procurement of certain supplies, services, or construction. Notwithstanding the foregoing, the Procurement Officer may delegate authority to subordinate authorized representative designees of the Procurement Officer in accordance with Section 2.1 above.

2.3 Unauthorized Purchases

Except as herein provided in this Policy, it shall be a violation of this Policy for any Authority officer, employee, or other person, to order the purchase of any materials or supplies, or make any contract for materials, supplies, or services within the purview of this Policy in the name of or on behalf of the Authority other than through the Procurement Officer or a designee of the Procurement Officer, and the Authority shall not be bound by any purchase order or contract made contrary to the provisions herein.

Consistent with established Personnel Rules and Regulations, the Executive Director may impose any one or more of the following sanctions on an Authority employee for violation of this Section of this Policy:

- (1) oral or written warnings or reprimands;
- (2) suspension with or without pay for specified periods of time; or
- (3) termination of employment.

CHAPTER 3 – SOURCE SELECTION AND CONTRACT FORMATION**3.1 Methods of Source Selection****3.1.1 Competitive Sealed Bidding**

- (1) Conditions for Use. All contracts shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3.1.2 (Competitive Sealed Proposals), 3.1.3 (Contracting for Designated Professional Services), 3.1.4 (Delegation of Authority), 3.1.5 (Sole Source Procurement), 3.1.6 (Emergency Procurements), and 5.4.1 (Public Announcement, Competitive Selection and Negotiation) of this Policy.
- (2) Invitation to Bid. An invitation to bid shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
- (3) Public Notice. Public notice of the invitation to bid shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of bids. Such notice may be given by mail or by publication in a subscription newspaper of general circulation in each county of the Authority. The public notice shall state the place, date, and time of bid opening.
- (4) Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation to bid. The amount of each bid and such other relevant information as the Procurement Officer deems appropriate, together with the name of each bidder, shall be recorded.
- (5) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation to bid, in regulations, or in this Policy.
- (6) Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening, may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation to bid prior to time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted except as permitted above. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

- (a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Officer or a designee of the Procurement Officer whose determination shall be final.
- (7) Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid and is approved by the Authority Board of Directors except as otherwise provided for by Section 3.1.3 (Contracting for Designated Professional Services). In the event the lowest responsible and responsive bid for a construction project exceeds available funds, and such bid does not exceed such funds by more than 15%, the Procurement Officer is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be subject to approval by the Authority Board of Directors.
- (8) Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation to bid may be issued requesting the submission of unpriced offers to be followed by an invitation to bid limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

3.1.2 Competitive Sealed Proposals

- (1) Conditions for Use. When the Procurement Officer determines that the use of competitive sealed bidding is either not practicable or not advantageous to the Authority, a contract may be entered into by use of the competitive sealed proposals method.
- (2) Request for Proposals. Proposals shall be solicited through a request for proposals.
- (3) Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 3.1.1(3) (Competitive Sealed Bidding, Public Notice); provided, the minimum time shall be ten (10) calendar days.
- (4) Receipt of Proposals. No proposals shall be opened until the time designated in the public notice of the request for proposals. A register of proposals shall be prepared containing the name of each offeror, the number of bid document modifications received, if any, and a description sufficient to identify the item offered.
- (5) Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors.

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- (6) Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible and responsive offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to assure full understanding of, and conformance to, the procurement requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- (7) Award. The contract shall be awarded to the lowest responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The Contract file shall contain the basis on which the award is made. The notice of awarded or intended award shall be posted on the Authority's website.

3.1.3 Contracting for Designated Professional Services

- (1) General Authority. Procurement of certain professional services licensed to practice in Florida, shall be by the use of the competitive sealed proposals method set forth in Section 3.1.2 (Competitive Sealed Proposals), except as authorized by Section 3.1.5 (Sole Source Procurement), Section 3.1.6 (Emergency Procurement), or Chapter 5 (Procurement of Construction, Architect, Engineer, and Land Surveying Services), or except when the fee for professional services is limited to \$6,000 or less per fiscal year of the Authority, procurement of professional services may be authorized by Section 3.1.4 (Delegation of Authority).
- (2) Contracts for Legal Services. The Authority Board of Directors may authorize the procurement of legal services by negotiating with a lawyer or lawyers selected or recommended by the Authority Attorney on the basis of experience and skill.
- (3) Contracts for Audit by an Independent Certified Public Accountant. The Authority Board of Directors shall be responsible for selecting an independent certified public accountant to audit the Authority in accordance with Sections 189.418, Florida Statutes and 218.391, Florida Statutes. The auditor selection committee shall be the Authority Board of Directors. The Executive Director, Finance & Administration Manager, and other Authority staff shall serve in an advisory capacity to the auditor selection committee.
- (4) Contracts for Other Services. Notwithstanding the foregoing, the Authority Board of Directors may authorize the procurement of other services by negotiating with organizations selected or recommended by the Executive Director on the basis of experience and skill.

3.1.4 Delegation of Authority

- (1) Only the Authority Board of Directors, or their designee, is authorized to approve contracts on behalf of the Authority.
- (2) The Authority Board of Directors authorizes the Authority's Executive Director, or his/her designee to:

- (a) Approve contracts up to \$100,000 for products and services included in and consistent with the adopted annual budget.
 - (b) Approve and execute work assignments for continuing professional services and continuing maintenance services contracts that do not exceed \$100,000 (or as may be approved in the contract) are included in and consistent with the adopted annual budget, and are consistent with Section 287.055, Florida Statutes.
 - (c) Approve and execute work assignments for continuing construction services contracts that do not exceed \$150,000 (or as may be approved in the contract) that are included in and consistent with the adopted annual budget, and are consistent with Section 255.20, Florida Statutes.
 - (d) Approve and execute certain contract renewals, extensions, amendments, and term contracts (as may be provided in the contract) included in and consistent with the adopted annual budget.
- (3) Threshold Levels for Purchasing.
- (a) All procurement will be conducted in a manner that promotes competition and secures the best value;
 - (b) The establishment of thresholds is to aid in the initial determination of the most appropriate procurement method; and
 - (c) Construction and electrical services shall be procured as required by Section 255.20, Florida Statutes and services for architecture, professional engineering, or land surveying shall be procured as required by Section 287.055, Florida Statutes. CMAR services shall be procured as required by Sections 255.103, 255.20, and 287.055, Florida Statutes.

Minimum threshold requirements are:

Threshold of Value	Requirement
Up to \$5,000	One (1) quote. <i>May be obtained by verbal quotation, written documentation, or pricing otherwise observed such as state purchasing contract.</i>
\$5,001 to \$25,000	Three (3) quotes (verbal or written). <i>Quotes may be made by written documentation, which may include documented verbal quotations or prices otherwise observed such as state purchasing contract, catalogs, price lists, ads, internet, etc.</i>
\$25,001 to \$100,000	Written Invitations for Quotation <i>A minimum of three (3) written quotes shall be solicited, which may include prices otherwise observed such as state purchasing contract.</i>

Over \$100,000	Formal Competitive Solicitation. <i>Sealed bids are submitted in response to a formal invitation for bids or proposals.</i>
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3.1.5 Sole Source Procurement

A purchase may be made or a contract may be awarded without competition when the Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one available source for the required supply, service, or construction item. The Procurement Officer shall insure negotiations are conducted, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the number of each purchase order. Due to the uniqueness of real property, contracts for the acquisition of leasehold interests in real property shall generally be considered as a sole source procurement and awarded in accordance with this provision. The Procurement Officer may recommend, and the Authority Board of Directors may direct the award of contracts in accordance with other provisions of this Policy or other procedures designed to promote competition and otherwise fulfill the intent of this Policy under appropriate circumstances. Notwithstanding, nothing in this Policy shall supersede Sections 255.20 or 287.055, Florida Statutes.

3.1.6 Emergency Procurements

Notwithstanding any other provisions of this Policy, the Procurement Officer may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety or other substantial loss to the Authority, which requires an emergency procurement; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular vendor shall be included in the procurement file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the vendor's name, the amount and type of the purchase, a listing of the item(s) procured, and the number of the purchase order.

3.1.7 Cancellation of Invitation to Bid or Requests for Proposals

An invitation to bid, a request for proposals, a request for qualifications, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the Authority. The reasons therefore shall be made part of the contract file. Each solicitation issued by the Authority shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the Authority; however, any failure to provide said statement in a bid solicitation shall not bar the Authority from canceling or rejecting all bids. Bidders are on constructive notice of all provisions contained in this Policy. Notice of cancellation shall be sent to all businesses that responded. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items.

3.1.8 Contact with Authority Board and Staff

After issuance of an invitation to bid, a request for proposals, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective offerors or their agents, representatives or persons acting at the request of such offerors are prohibited from contacting members of the Authority Board of Directors and Executive Director or any members of a selection or negotiation committee until after the final recommendation is presented to the Authority Board of Directors for approval or until the solicitation has been canceled or terminated. Any questions concerning a solicitation shall be directed only to the person designated by the procurement. Failure to adhere to this requirement may make the person or team ineligible for selection at the sole discretion of the Authority.

3.2 Qualifications and Duties

3.2.1 Responsibility of Bidders and Offerors

If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the contract file.

3.2.2 Cost or Pricing Data

- (1) Required Submissions Relating to the Award of Contracts. A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (Section 3.1.2), or by sole source procurement authority (Section 3.1.5).

EXCEPTION: The submission of cost or pricing data relating to the award of a contract is not required when:

- (a) the contract price is based on adequate price competition;
 - (b) the contract price is based on established catalogue prices or market prices;
 - (c) the contract price is set by law or regulation; or
 - (d) it is determined in writing by the Procurement Officer that the requirements of Section 3.2.2(1) above may be waived, and the determination states the reasons for such waiver.
- (2) Required Submissions Relating to Change Orders or Contract Modifications. A contractor shall submit cost or pricing data with any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing

data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$25,000.

EXCEPTION: The submission of cost or pricing data relating to the pricing of a change order or contract modification when:

- (a) unrelated and separately priced adjustments for which pricing data would not be required are consolidated for administrative convenience; or
 - (b) it is determined in writing by the Procurement Officer that the requirements of Section 3.2.2(2) above may be waived, and the determination states the reasons for such waiver.
- (3) **Certification Required.** A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.
- (4) **Price Adjustment Provision Required.** Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the Authority, including profit or fee, shall be adjusted to exclude any significant sums by which the Authority finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current.

3.2.3 Cost or Price Analysis

A cost analysis or a price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under Section 3.1.1 (Competitive Sealed Bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file.

3.2.4 Bid, Performance, and Payment Bonds on Supply or Service Contracts

Bid, performance, and payment bonds or other security may be requested for supply contracts or service contracts as the Procurement Officer deems advisable to protect the Authority's interests. Any such bonding requirements shall be set forth in the solicitation. Bid, performance, or payment bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

3.2.5 Public Entity Crimes

Any bidder or offeror shall provide to the Authority a sworn statement pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes. The statement shall be substantially the same as the form contained in Appendix A.

3.2.6 Scrutinized Companies

Section 287.135, Florida Statutes, related to scrutinized companies is applicable to the Authority. Entering into contracts with certain persons for goods or services of \$1,000,000 or more may be prohibited by Section 287.135, Florida Statutes. In addition, Section 287.135(5), Florida Statutes, requires persons submitting a bid or proposal for a contract or before the person enters into or renews a contract for good and services of \$1,000,000 or more to certify that certain requirements are met. By submitting a bid or offer, a bidder or offeror certifies that it is in compliance with Section 287.135, Florida Statutes and agrees to notify the Authority if placement on any of the lists occurs. If bidder or offer submits a false certification, the Authority may terminate the applicable contract and bring a civil action against bidder or offeror, which may result in a penalty equal to the greater of \$2 million or twice the amount of the contract and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification.

3.2.7 Convicted Vendor List

By submitting a bid or offer, a bidder or offeror certifies that it and its affiliates have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of the contract.

3.2.8 E-Verify

Section 448.095, Florida Statutes, related to registering and using the E-Verify system to verify the work authorization status of all newly hired employees by a public employer, contractor, or subcontractor, is applicable to the Authority. The Authority may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. By submitting a bid or offer, a bidder or offeror certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into the contract, no contract of bidder or offeror was terminated by a public employer in compliance with Section 448.095, Florida Statutes, (iii) bidder or offeror is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes, and (iv) bidder or offeror shall require all subcontractors performing work under a contract to use the E-Verify system for any employees hired on and after January 1, 2021. Bidder or offeror must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering into a contract. The Authority's receipt of proof that bidder or offeror and each subcontractor are E-Verify system participants is a condition precedent to entering into a contract. The submission of an executed affidavit, similar to the affidavit in Appendix B, from a bidder or offeror and any subcontractor stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this Section 3.2.8. If the Authority has a good faith belief that a bidder or offeror or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment, the Authority shall terminate the contract and bidder or offeror shall be liable for any additional costs incurred by the Authority as a result of the termination of the contract based on the failure of the bidder or offeror or its subcontractors to comply with the E-Verify requirements.

3.3 Types of Contracts and Contract Administration

3.3.1 Types of Contracts

- (1) General Authority. Subject to the limitations of this Section, any type of contract that is appropriate to the procurement and promotes the best interests of the Authority may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing by the Procurement Officer that such contract is likely to be less costly to the Authority than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.
- (2) Multi-Term Contracts.
 - (a) Specified Period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Authority, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore in the budget of the Authority, as determined by the Authority Board of Directors.
 - (b) Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined in writing:
 - i. that estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - ii. that multi-term contracts for continuing services for engineering, architectural, and landscape architectural services, shall contain a non-exclusivity clause that permits the Authority to utilize, at its option, either the services of the person, business, or organization holding a multi-term continuing service contract on a project basis per appropriate statutes.
 - (c) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise available to support continuation of performance in a subsequent fiscal period, the multi-term contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract up to the time of notice of cancellation. The cost of cancellation may be paid from any appropriations available for such purposes.
- (3) Multiple Source Contracting.
 - (a) General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The

obligation to order the Authority's actual requirements is limited by Section 672.306(1), Florida Statutes, the Uniform Commercial Code.

- (b) Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3.1.1 (Competitive Sealed Bidding), Section 3.1.2 (Competitive Sealed Proposals), 3.1.4 (Delegation of Authority) or Section 3.1.6 (Emergency Procurements) as applicable. Multiple source awards shall not be made when a single award will meet the Authority's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.
- (c) Contract and Solicitation Provisions. The Authority's estimated supply or service requirements shall be specified in the solicitation, and contracts ensuring adequate delivery, service, or product compatibility will be executed, provided that:
 - i. the Authority reserves the right to take bids separately if a particular quantity requirement arises that exceeds its normal requirement or an amount specified in the contract; and
 - ii. the Authority reserves the right to take bids separately if the Procurement Officer approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the Authority.
- (d) Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the Authority shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

3.3.2 Contract Clauses and Their Administration

- (1) Contract Clauses. All contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Procurement Officer, after consultation with the Authority Attorney, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - (a) the unilateral right of the Authority to order in writing changes in the work within the scope of the contract;
 - (b) the unilateral right of the Authority to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - (c) variations occurring between estimated quantities of work in contract and actual quantities;

- (d) defective pricing;
- (e) time of performance and liquidated damages;
- (f) specified excuses for delay or nonperformance;
- (g) termination of the contract for default;
- (h) termination of the contract in whole or in part for the convenience of the Authority;
- (i) suspension of work on a construction project ordered by the Authority, and;
- (j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - i. when the contract is negotiated;
 - ii. when the contractor provides the site or design; or
 - iii. when the parties have otherwise agreed with respect to the risk of differing site conditions.

(2) Price Adjustments.

- (a) Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - ii. by unit prices specified in the contract or subsequently agreed upon;
 - iii. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - iv. in such other manner as the contracting parties may mutually agree; or
 - v. in the absence of agreement by the parties by a unilateral determination by the Authority of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the Authority, as accounted for in accordance with Authority cost accounting principles regulations, or lack applicable Authority regulations in accordance with generally accepted cost accounting principles, and subject to the provisions of Chapter 8 (Appeals and Remedies).

- (b) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of Section 3.2.2 (Cost or Pricing Data).
- (3) Standard Clauses and Their Modification. The Procurement Officer, after consultation with the Authority Attorney, may establish standard contract clauses for use in Authority contracts. However, the Procurement Officer may, upon consultation with the Authority Attorney, vary any such standard contract clauses for any particular contract.

3.3.3 Contract Administration

A contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.

3.3.4 Cost Reimbursement Provisions

If a contract is being funded in whole or in part by assistance from a federal agency, then reimbursement to contractors for incurred costs or cost estimates included in negotiated prices may be subject to appropriate federal cost principles, e.g., Subpart 1-15 of Title 41, Code of Federal Regulations. Individual federal agencies may have requirements applicable to their particular assistance programs. Lacking applicable federal regulations, individual federal agency regulations, or Authority regulations, cost reimbursement shall be in accordance with generally accepted cost accounting principles.

3.3.5 Right to Inspect Plant

The Authority may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier that is pertinent to the performance of any contract awarded or to be awarded by the Authority.

3.3.6 Right to Audit Records

- (1) Audit of Cost or Pricing Data. The Authority may make provision in its contracts such that it can, at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section 3.2.2 (Cost or Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for five (5) years from the date of the final payment under the contract.
- (2) Contract Audit. The Authority shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract, other than a fixed-price contract, to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of the final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

- (3) Contractor Records. If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:
- (a) requiring the contractor and subcontractors at any tier to maintain for five (5) years from the date of final payment under the contract, all books, documents, papers, and records pertinent to the contract; and
 - (b) requiring the contractor and subcontractor at any tier to provide to the Authority, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them.

3.3.7 Authority Procurement Records

All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Authority in a contract file by the Procurement Officer, and shall be retained and disposed of by the Authority in accordance with Section 119.021, Florida Statutes.

As the Authority is a “public agency” as defined in Section 119.0701(1)(b), Florida Statutes, the Purchasing Director shall include the following, or substantially similar, contract provision:

Contractors, as defined in Section 119.0701(1)(a), Florida Statutes, shall comply with Florida public records laws (as applicable), specifically to:

- (i) Keep and maintain documents that are required for contractor to perform, which are also the Authority’s public records;
- (ii) Upon request from the Authority, provide the Authority with a copy of the available requested records 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;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (iv) Meet all requirements for retaining public records and transfer, at no cost, to the Authority, all public records in contractor’s possession upon expiration, or termination, of a contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority, upon request from the Authority or its designee, in a format that is compatible with the information technology systems of the Authority and such format shall be mutually agreed upon.

The Authority’s sole and exclusive remedy for a contractor’s breach of this requirement shall be the termination of the contract.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY’S RECORDS CUSTODIAN AT 941-316-1776.

3.3.8 Notice of Federal Public Policy Requirements

If the contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as equal employment opportunity, fair labor standards, energy conservation, environmental protection, or other similar socio-economic programs, then the Procurement Officer shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

CHAPTER 4 - SPECIFICATIONS

4.1 Maximum Practicable Competition

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the Authority's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the Authority by architects, engineers, designers, and draftsmen.

4.2 Qualified Products List

- (1) Use. A qualified products list may be developed by the Procurement Officer when testing or examination of the supplies or construction items prior to issuance of the solicitation is desirable or necessary in order to best satisfy the Authority's requirements.
- (2) Solicitation. When developing a qualified products list, a representative group of potential suppliers shall be solicited in writing to submit products for testing and examination to determine acceptability for inclusion on a qualified products list. Any potential supplier, even though not solicited, may offer its products for consideration.
- (3) Testing. Inclusion on a qualified products list shall be based on results of tests or examinations conducted in accordance with prior requirements noticed by the Authority.
- (4) Final Approval, Revisions, and Cancellation. The final approval of revisions to a cancellation of qualified products lists shall be made only upon approval of the Procurement Officer.

4.3 Brand Name or Equal Specification

- (1) Use. Brand name or equal specifications may be used when the Procurement Officer determines that:
 - (a) no other design or performance specification or qualified products list is available;
 - (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (c) the nature of the product of the Authority's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - (d) use of a brand name or equal specification is in the Authority's best interests.
- (2) Designation of Several Brand Names. When brand name or equal specifications are designated, the Procurement Officer shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

- (3) Required Characteristics. Unless the Procurement Officer determines that the essential characteristics of the brand name included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics that are required.
- (4) Nonrestrictive Use of Brand Name or Equal Specifications. When a brand name or equal specifications is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name or equal specifications is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4.4 Brand Name Specification

- (1) Use. Because the use of a brand name specification is restrictive of product competition, it may be used only when the Procurement Officer makes a determination that only the identified brand name item or items will satisfy the Authority's needs.
- (2) Competition. The Procurement Officer shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3.1.5 (Sole Source Procurement).

4.5 "Buy American" Requirements

If a contract is being funded in whole or in part by assistance from a federal agency, then the Authority shall adhere to the appropriate "Buy American" requirements of the federal agency providing the assistance.

4.6 Energy Conservation

The Authority's solicitation shall seek to promote energy conservation and shall comply with any applicable mandatory standards, policies, rules, or laws.

4.7 Express Warranty

Submission of a bid or offer by a contractor shall constitute an express warranty of the contractor that the goods or services offered pursuant to the contract shall meet the specifications provided in the solicitation.

CHAPTER 5 – PROCUREMENT OF CONSTRUCTION, ARCHITECT, ENGINEER, AND LAND SURVEYING SERVICES

5.1 Management of Construction Contracting

5.1.1 Responsibility for Selection of Methods of Construction Contracting Management

The Procurement Officer shall have discretion to select the appropriate method of construction contracting management for a particular project, including but not limited to construction management services, design build contracts and other alternative delivery methods that are determined to be a benefit for the specific project and in compliance with Florida Statutes. In determining which method to use, the Procurement Officer shall consider the Authority's requirements, its resources, and the potential contractor's capabilities.

5.2 Bid Security and Performance Bonds

5.2.1 Bid Security

- (1) Requirement for Bid Security. Bid Security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Procurement Officer to exceed \$100,000. Bid security shall be a bond provided by a surety company authorized to do business in the State or otherwise supplied in a form satisfactory to the Authority. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$100,000 when the circumstances warrant as solely determined by the Authority.
- (2) Amount of Bid Security. Bid security shall be in an amount equal to at least 5% of the amount of the bid.
- (3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation to bid requires bid security, a bid shall be rejected in the event of non-compliance unless it is determined that the bid fails to comply only in a nonsubstantial manner with the security requirements.
- (4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3.1.1(6) (Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards), no action shall be taken against the bidder or the bid security.

5.2.2 Contract Performance and Payment Bonds

- (1) When Required - Amounts. When a construction contract is awarded through competitive sealed bid in excess of \$150,000, the following bonds or security shall be delivered to the Authority and shall become binding on the parties upon the execution of the contract:
 - (a) a performance bond satisfactory to the Authority, executed by a surety insurer authorized to do business in the State as a surety, in an amount equal to 100% of the price specified in the contract, conditioned that the contractor perform the contract in the time and manner prescribed in the contract; and

- (b) a payment bond satisfactory to the Authority, executed by a surety insurer authorized to do business in the State as a surety, in an amount equal to 100% of the price specified in the contract, conditioned that the contractor promptly make payments to all persons supplying labor, materials or supplies used directly or indirectly in the performance of the work provided for in the contract, and who are claimants as defined in Section 255.05(1), Florida Statutes.
- (2) Reduction of Bond Amounts. After consultation with the Authority Attorney and notice to the Authority Board of Directors through the Executive Director, the Procurement Officer is authorized to reduce the amount of performance and payment bonds to 50% of the contract price for each bond when a written determination is made that it is in the best interests of the Authority to do so.
- (3) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the Authority to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (1) of this Section.

5.3 Fiscal Responsibility

- (1) Approval By the Authority Board of Directors. Every contract modification, change order, or contract price adjustment in excess of Twenty-five Thousand Dollars (\$25,000), shall be subject to prior approval by the Authority Board of Directors after receiving a report as to the effect of the contract modification, change order, or contract price adjustment on the total project budget or the total contract budget.
- (2) Delegation of Authority. Contracts may provide for delegated authority to the Executive Director or other Authority agent designated by the Executive Director to approve and process contract modifications, change orders or contract price adjustments totaling less than Fifty Thousand Dollars (\$50,000) cumulatively. Any additional modification, change order or contract price adjustment shall be allowed only in such amount as may be authorized and approved by the Authority Board of Directors.

5.4 Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services

5.4.1 Public Announcement, Competitive Selection and Negotiation

- (1) Service or Study Solicitation. It is the policy of the Authority to publicly announce all requirements for professional architectural, engineering, landscape architectural, or surveying and mapping services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices as required by Section 287.055, Florida Statutes. In the procurement of such services, persons interested in providing such services may be required to submit a statement of qualifications, a proposal, or other such information consistent with Section 287.055, Florida Statutes.
- (a) Scope of Project Requirements. Written project requirements will be developed and made

available to interested parties. The scope of project requirements shall indicate the nature and scope of the professional services needed, including but not limited to, the following:

- i. the location and general purpose of the service or study;
 - ii. the objectives of the study or service;
 - iii. estimated period of time needed for the service or the study;
 - iv. the estimated cost of the project;
 - v. whether the proposed study or service would duplicate any prior or existing study or service;
 - vi. list of current contracts or prior services or studies that are related to the proposed study or service; and
 - vii. criteria upon which project statements of qualifications, proposals, or other such required submittals will be evaluated, including submittal rules and formats (e.g. page limitations, font sizes, electronic or paper copies, etc.).
- (b) Public Announcement. The public announcement for services requested shall be in a uniform and consistent manner as referenced in Section 287.055, Florida Statutes, through means intended to reach a wide audience of persons potentially qualified to conduct such services. Multiple means will be employed in the public announcement, and such means may include, but are not limited to: advertisement in newspapers of general circulation in the Authority service area or larger area as appropriate; posting on the Authority website; dissemination by electronic or conventional mail to listing of persons previously requesting notification of Authority projects; or subscription distribution services. The public announcement shall be accompanied by an invitation for persons to submit an indication of interest in performing the required services; how they may obtain the scope of project requirements and other selected project information; and the period of time within which such indications of interest will be accepted, which period shall not be less than twenty-eight (28) calendar days from the date of the public announcement.
- (c) Review of Public Announcement and Project Requirements. The public announcement and scope of project requirements shall be approved by the Executive Director prior to public distribution of these items.
- (d) Re-solicitation. If the Authority receives indications of interest from less than three (3) persons, it may resolicit indications of interest from all persons previously solicited and from such additional persons as it may deem advisable. Thereafter, the Authority may proceed to consider those persons responding to the solicitation or re-solicitation.
- (e) Modifications Prohibited. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner.

Notwithstanding, a person that has submitted an indication of interest by responding to a solicitation may withdraw its indication of interest if a re-solicitation occurs in accordance with (d) above.

- (f) Exemptions. This section shall not apply to a professional service contract for a project whose basic construction cost is estimated by the agency to be \$325,000 or less or for a planning or study activity when the fee for professional services is \$35,000 or less (or as may be updated in Section 287.055, Florida Statutes), or in cases of valid public emergency so certified by the Executive Director. This section shall not apply to any requirement for professional services if a continuing contract to provide such services is in effect, a determination is made to utilize the continuing contract to obtain such services, and such professional services are below the thresholds provided in Section 287.055(2)(g), Florida Statutes, or a continuing contract, whichever is lower.
- (2) Consultant Selection. For each solicitation in which a public announcement is made, the Executive Director shall appoint a Professional Services Evaluation Committee (PSEC) to review and evaluate submittals and make recommendations on professional services selection. The PSEC shall include no less than three (3) and no more than five (5) voting members. Non-voting advisory staff may be appointed to assist the PSEC by the Executive Director as needed. PSEC voting members shall generally consist of employees of the Authority and Authority Customer staff, as defined by the Authority's Master Water Supply Agreement, but may include others when deemed appropriate by the Executive Director. The Procurement Officer may serve as a member of the PSEC. The PSEC shall be appointed prior to the public announcement being made.
- (3) Evaluation. Following a determination by the Procurement Officer that the written submittals of qualifications, proposals, performance data, and other information requested complies with the requirements of the public announcement, including being timely and properly received, they shall be evaluated by the PSEC. The Procurement Officer shall assimilate submittal materials and disseminate such to PSEC members. A minimum of one (1) PSEC meeting shall be held to review and rank submittals. All PSEC meetings shall be conducted in accordance with Section 286.011, Florida Statutes, the Florida Sunshine Law, and PSEC voting members shall refrain from any selection-related discussions with other committee members outside of a PSEC meeting .
- (a) The PSEC shall determine qualifications, interest, and availability by reviewing all written responses properly and timely received that express an interest in performing the services. The PSEC determinations shall be based upon the following considerations:
- i. competence, including technical education and training or project personnel;
 - ii. experience in the kind of project to be undertaken;
 - iii. projected workload and availability of adequate personnel, equipment and facilities;
 - iv. the extent of repeat business of the firm;

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- v. past record of professional accomplishments;
 - vi. office location proximity to Authority service area;
 - vii. past record of performance on Authority projects; and
 - viii. other applicable project specific factors determined by the Authority prior to the issuance of the public announcement
- (b) Based on application of evaluation criteria in this Section above applied to written submittals, the PSEC shall prepare a ranked short-list of at least three (3) firms determined to be most qualified to conduct the services requested. At the discretion of the PSEC, all firms on the ranked short-list may be interviewed, and re-ranked based on results of the interviews.
- (c) The final ranked short-list shall be submitted to the Executive Director for consideration, and upon approval, contract negotiation shall be initiated or in the alternative, the Executive Director is authorized to present the ranked short-list to the Authority Board of Directors for consideration and approval for contract negotiations.
- (4) Contract Negotiations. Upon approval of the ranked short-list by either the Executive Director or the Authority Board of Directors, contract negotiations with the highest ranked firm on the short-list shall begin. Negotiations shall be conducted by the Executive Director or his/her designee(s), hereafter referred to as 'Authority Negotiators'.
- (a) Negotiations shall proceed in accordance with Section 287.055(5), Florida Statutes, as may be amended from time to time.
 - (b) Negotiated contract including scope of project and fees shall be submitted to the Procurement Officer for administrative approval by the Executive Director and preparation of recommendation to the Authority Board of Directors. Nothing in this Section shall prohibit the Authority Board of Directors from rejecting the negotiated contract and directing Authority staff to resolicit the services.
- (5) Truth-In-Negotiation Certificate. For all lump sum or cost-plus-fixed-fee professional service contracts over the statutorily specified threshold amount, the Authority shall require the firm receiving the award to execute a truth-in-negotiation certificate that meets the requirements of Section 287.055(5), Florida Statutes, as may be amended from time to time.
- (6) Prohibition Against Contingent Fees. Each contract entered into by the Authority for professional service shall contain a prohibition against contingent fees that meets the requirements of Section 287.055(6), Florida Statutes, as may be amended from time to time.
- (7) Continuing Contracts. Nothing in this Section 5.4.1 shall be construed to prohibit continuing contracts for professional services between a person and the Authority that meets the requirements of Section 287.055, Florida Statutes.

5.4.2 Design-Build Contracts

- (1) Design-Build Contracts. Design-build contracts may be awarded in accordance with Section 287.055(9), Florida Statutes. The definitions in Section 287.055(2), Florida Statutes, related to design-build contracts are applicable.

The Design Criteria Package shall be prepared and sealed by a design criteria professional employed by or retained by the Authority in accordance with Section 5.4.1, Subsections (1) through (5), of this Policy. A design criteria professional who has been selected to prepare a design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package prepared by the design criteria professional.

- (2) Procedures for the Award of Design-Build Contracts.

Procedures for the award of design-build contracts shall include the minimum requirements found in Section 287.055(9)(c), Florida Statutes.

- (3) The Procurement Officer may develop additional procedures consistent with this Policy and policies of the Authority Board of Directors as may be necessary to implement the provisions of this subsection , and such procedures may be included within a solicitation.

5.4.3. Construction Manager at Risk

CMAR contracts may be awarded in accordance with Sections 255.103, 255.20, and 287.055, Florida Statutes, and Section 5.4.1 (1)-(6) of this Policy.

CHAPTER 6 – COST PRINCIPLES

6.1 Cost Principles Regulations Required

The Procurement Officer shall promulgate a procedure that shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs where the contract provides for the reimbursement of costs; provided, that if a written determination is approved by the Authority Board of Directors, such procedure may be modified by contract.

CHAPTER 7 – SUPPLY MANAGEMENT

7.1 General Supervision

The Procurement Officer shall have general supervision of the management of supplies during their entire life cycle. The objectives of supply management include preventing waste, continuing utilization of supplies, and obtaining a fair return of value upon disposal of supplies. In order to achieve these objectives, sound inspection, testing, warehousing, and inventory practices are called for, and effective means of transferring and disposing of property shall be utilized.

7.2 Quality Assurance, Inspection and Testing

The Procurement Officer shall take such steps as are deemed desirable to ascertain or verify that supplies, services, or construction items procured by the Authority conform to specification.

7.3 Inventory Management

The Procurement Officer shall have general supervision of all inventoried tangible personal property, whether warehoused or in use, belonging to the Authority. All warehouses and similar storage areas shall be inventoried at least annually. The Procurement Officer shall have general supervision of the determination of appropriate stock levels and economic order quantities for all inventories belonging to the Authority.

7.4 Warehousing and Storage

The Procurement Officer shall exercise general supervision of any receiving, storage, and distribution facilities and services maintained and operated by the Authority.

7.5 Authorization to Dispose of Surplus Supplies

No employee of the Authority shall transfer, sell, trade-in, or otherwise dispose of supplies owned by the Authority without written authorization of the Procurement Officer, following the declaration by the Authority Board of Directors that such supplies are surplus.

7.6 Transfer of Excess and Surplus Supplies

Insofar as is feasible and practical, the Procurement Officer shall transfer excess supplies declared surplus by the Authority Board of Directors to other agencies or units of government. The price of the supply transferred shall be the fair market price based, where possible, on previous sales of similar products in the open market, or on an appraised value, and shall be one mutually agreed upon between the owning agency and the recipient, and approved by the Procurement Officer. If agreement cannot be reached, the Procurement Officer shall establish the price. When a supply is transferred to other units of government, the recipient shall agree in writing not to transfer title or otherwise dispose of the supply within twelve (12) months of ownership without prior approval of the Procurement Officer.

7.7 Disposition of Surplus Supplies

Supplies declared surplus by the Authority Board of Directors shall be offered through competitive sealed bids, public auction, or posted prices. It is recognized, however, that some types and classes of items can be sold or disposed of more readily and advantageously by other means, including barter. In such cases, and also where the nature of the supply or unusual circumstances call for its sale to be restricted or controlled, the Procurement Officer may employ such other means, including appraisal, provided the Procurement Officer makes a written determination that such procedure is advantageous to the Authority.

7.8 Auctions

When authorized by the Authority Board of Directors, Authority employees or an experienced professional auctioneer may be used to cry the sale and assist in the preparation of the sale.

7.9 Posted Prices

Supplies declared surplus by the Authority Board of Directors may be sold at posted prices as determined by the Procurement Officer when such prices are based on fair market value and the sale is conducted pursuant to written policies established by the Authority Board of Directors.

7.10 Trade-In

Surplus supplies may be traded in only when the Procurement Officer determines the trade-in value is expected to exceed the value estimated to be obtained through the sale or other disposition of such supplies.

CHAPTER 8 – APPEALS AND REMEDIES

8.1 Protests

Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to contract solicitations or awards. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

8.2 Remedies for Solicitations or Awards in Violation of the Law

- (1) Prior to Bid Opening or Closing Date for Receipt of Proposals. If, prior to the bid opening or the closing date for receipt of proposals, the Procurement Officer determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- (2) Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award of contract, the Procurement Officer determines that a solicitation or a proposed award of a contract is in violation of federal, state, or local law or ordinance, then the solicitation or proposed award shall be canceled.
- (3) After Award. If, after an award, the Authority Board of Directors determines that a solicitation or award of a contract was in violation of federal, state, or local law or ordinance, then:
 - (a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - i. if the violation of federal, state, or local law or ordinance can be cured, then the contract may be amended or ratified and affirmed, provided it is determined that doing so is in the best interest of the Authority; or
 - ii. if the violation of federal, state, or local law or ordinance cannot be cured, then the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract excluding attorney's fees, prior to the termination.
 - (b) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the Authority.

8.3 Contract Claims

- (1) Notice of Contract Claims. A contractor may, in an attempt to resolve a dispute prior to the commencement of an action in a court of competent jurisdiction in accordance with the applicable contract, submit a request for a conference with the Procurement Officer to discuss a dispute, including but not limited to disputes arising under a contract, and those based upon

breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. All such disputes must be valued at less than Ten Thousand Dollars (\$10,000.00).

- (2) Authority of the Procurement Officer to Resolve Contract Claims. The Procurement Officer is authorized to resolve any dispute arising out of the performance of a Authority contract and recommend to the Executive Director, prior to the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of Ten Thousand Dollars (\$10,000.00) or exceeding Ten Thousand Dollars (\$10,000.00) in value without the prior approval of the Authority Board of Directors. This authority shall be exercised in accordance with regulations promulgated by the Authority Board of Directors.
- (3) Review. The Procurement Officer will attempt to resolve the dispute within fourteen (14) days of receipt of notice.
- (4) Nothing in this Section 8.3 shall supersede any contract provision regarding disputes or breaches of contract, and contractors shall proceed in accordance with such contractual provisions.

CHAPTER 9 – INTERGOVERNMENTAL RELATIONS

9.1 Cooperative Purchasing Authorized

The Authority may purchase commodities and contractual services, other than services required to be procured in accordance with Section 5.4 (Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services), in accordance with Section 189.4221, Florida Statutes.

9.2 Sale, Acquisition or Use of Supplies

The Authority may sell to, acquire from, or use any supplies belonging to another Public Procurement Unit independent of the requirements of Chapter 3 (Source Selection and Contract Formation) and Chapter 7 (Supply Management) of this Policy.

9.3 Cooperative Use of Supplies or Services

The Authority may enter into a contract, subject to approval by the Authority Board of Directors, independent of the requirements of Chapter 3 (Source Selection and Contract Formation) and Chapter 7 (Supply Management) of this Policy, with any other Public Procurement Unit for the cooperative use of supplies or services under the terms agreed upon between the parties, as long as such services are not required to be procured in accordance with Section 287.055, Florida Statutes.

9.4 Joint Use of Facilities

The Authority may enter into contracts, subject to approval by the Authority Board of Directors, for the common use or lease of warehousing facilities, capital equipment, and other facilities with another governmental entity under the terms agreed upon between the parties.

9.5 Supply of Personnel, Information and Technology

- (1) Supply of Personnel. As with any Public Procurement Unit so authorized, the Authority is authorized, in its discretion, upon written request from another government agency, to provide personnel to the requesting government agency. The government agency making the request shall pay the Authority the direct and indirect cost of furnishing the personnel, in accordance with a contract between the parties.
- (2) Supply of Services. As with any government agency so authorized, the informational, technical, and other services of the Authority may be made available to any other government agency. The requesting government agency shall pay for the expenses of the services so provided by the Authority, in accordance with an agreement between the parties.
- (3) Information Services. Upon request, the Procurement Officer may make available to government agencies the following services, among other:
 - (a) standard forms;

- (b) printed manuals;
 - (c) product specifications and standards;
 - (d) quality assurance testing services and methods;
 - (e) qualified product lists;
 - (f) source information;
 - (g) common use commodities listings;
 - (h) supplier pre-qualification information;
 - (i) supplier performance ratings;
 - (j) debarred and suspended bidders lists;
 - (k) forms for invitations to bid, requests for proposals, instructions to bidders, general contract provisions, and other contract forms; and
 - (l) contracts or published summaries thereof, including price and time of delivery information.
- (4) Technical Services. The Procurement Officer may provide the following technical services, among others:
- (a) development of products specifications;
 - (b) development of quality assurance test methods, including receiving, inspection, and acceptance procedures;
 - (c) use of product testing and inspection facilities; and
 - (d) use of personnel training programs.
- (5) Fees. The Procurement Officer may enter into contracts, subject to approval by the Authority Board of Directors, and publish a schedule of fees for the services provided under Subsections (3) and (4) of this Section.

9.6 Use of Payment Received by the Authority

All payments from any government agency received by the Authority shall be available to be used by the Authority as authorized by law.

9.7 Public Procurement Units in Compliance with Ordinance Requirements

Where a government agency administering a cooperative purchase complies with the requirements of this Policy, such government agency participating in such a purchase shall be deemed to have complied with this Policy. Government agencies may not enter into a cooperative purchasing agreement for the purpose of circumventing this Policy.

CHAPTER 10 – ETHICS IN PUBLIC CONTRACTING

10.1 Criminal Penalties

The extent that violations of the ethical standards of conduct set forth in this Chapter 10 constitute violations of the State Criminal Code and shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Chapter 10.

10.2 Employee Conflict of Interest

It shall be unethical for any Authority employee to participate directly or indirectly in a procurement contract when the Authority employee knows that:

- (1) The Authority employee or any member of the Authority employee's immediate family has a financial interest pertaining to the procurement contract; or
- (2) Any other person, business, or organization with whom the Authority employee or any member of an Authority employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

An Authority employee or any member of an Authority employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

10.3 Gratuities and Kickbacks

- (1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any Authority employee or former Authority employee, or for any Authority Employee or former Authority employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- (2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Chapter 10 shall be conspicuously set forth in every contract and solicitation therefor.

10.4 Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

10.5 Contemporaneous Employment Prohibited

It shall be unethical for any Authority employee who is participating directly or indirectly in the procurement process to become or to be, while such an Authority employee, the employee of any person contracting with the Authority by whom the employee is employed.

10.6 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

The Authority Board of Directors may grant a waiver from the employee conflict of interest provision (Section 10.2) or the contemporaneous employment provision (Section 10.5) upon making a written determination that:

- (1) the contemporaneous employment or financial interest of the Authority employee has been publicly disclosed;
- (2) the Authority employee will be able to perform his/her procurement functions without actual or apparent bias or favoritism; and
- (3) the award will be in the best interests of the Authority.

Notwithstanding, nothing in this Policy shall supersede or waive the requirements of Part III of Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees.

10.7 Use of Confidential Information

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

10.8 Conflicts of Interest

- (1) Prohibiting Contracts where Conflicts are Found to Exist. The Authority shall not engage in contracts with consultants or professionals whose prior record, work history, and experience indicate ongoing business relationships that may be substantially in conflict with the duties and services that will be required by the Authority.
- (2) Standards and Regulations for the Determination of Potential Conflicting Contractual Obligations. The Procurement Officer shall, as time permits, develop standards and regulations for the prospective determination of potential conflicting contractual obligations that may impair the performance of the professionals or consultants solicited by the Authority. The standards and regulations may require, but shall not be limited to, the inclusion of one or

more of the following in a request for proposals, invitation to bid, announcement, or other solicitation or contract:

- (a) An affidavit providing that the professional or consultant is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the professional to maintain an adversarial role against the Authority or that will impair or influence the advice or recommendations provided to the Authority.
 - (b) The disclosure of all potentially conflicting contractual relationships and the full disclosure of contractual relationships deemed to raise a serious question of conflicts.
 - (c) Appropriate restrictions or limitations on the prior work history and qualifications of qualified or responsive bidders.
 - (d) The standards and regulations shall set forth appropriate requirements based upon the nature and scope of the services that are to be procured and shall be narrowly tailored so as to not unduly restrict competition, while assuring the Authority of undivided loyalty and services of the highest quality.
- (3) Suspension. Any professional or consultant whose bid is rejected or who is denied a contract based solely upon a determination of the existence of conflicting contractual obligations may protest the decision in accordance with Section 8.1 .
- (4) Ethical Standards. Any professional or consultant submitting false information, intentionally submitting misleading information, or repeatedly failing to comply with the standards and regulations implementing this Section 10.8 shall be deemed to be in violation of the ethical standards of and shall be subject to the sanctions provided in this Chapter 10.
- (5) Definition of a Professional and a Consultant. Professional or consultant as used in this section shall be deemed to include those contractors who, as individuals or duly organized business entities have been or will be retained by the Authority for the purpose of providing recommendations or advice related to planning level or policy level decisions, or who will be engaged in the collection of data or research that will provide the basis for such decisions, as well as those who will be retained to supervise and monitor the performance of contractors or subcontractors of any nature.

10.9 Sanctions

- (1) Employees. Consistent with established Personnel Rules and Regulations, the Executive Director may impose any one or more of the following sanctions on a Authority employee for violations of the ethical standards in this Chapter 10:
- (a) oral or written warnings or reprimands;
 - (b) suspension with or without pay for specified periods of time; or
 - (c) termination of employment.

- (2) Nonemployees. The Authority Board of Directors may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:
- (a) written warnings or reprimands;
 - (b) termination of contracts; or
 - (c) debarment or suspension.

10.10 Recovery of Value Transferred or Received in Breach of the Ethical Standards

- (1) General Provisions. The value of anything transferred or received in breach of the ethical standards of this Policy by an Authority employee or a non-employee may be recovered from both Authority employee and non-employee.
- (2) Recovery of Kickbacks by the Authority. Upon a showing that a subcontractor makes a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or other thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Authority and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ADOPTED by the Peace River Manasota Regional Water Supply Authority Board of Directors on May 6, 1992 and amended as follows:

AMENDMENTS:

June 9, 1997	Chapter 3.1.3(3) Contracts for Audit by an Independent Certified Public Accountant (formerly 3-103(3))
April 7, 1999	Chapter 8.4 Procedure for Protests of Plans and Specifications (formerly 8-104) Chapter 8.5 Procedure for Pre-Bid Protests (formerly 8-105)
September 2, 2009	Chapter 3.1.8 Contact with Authority Board and Staff (formerly 3-108)
December 12, 2011	Chapter 3.1.4 Delegation of Authority (formerly 3-104)
July 1, 2013	Amendments incorporated and Policy reformatted
January 28, 2016	Chapter 5.4 Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services Subsection 5.4.1 Public Announcement, Competitive Selection and Negotiation
December 5, 2018	Chapter 1.4 Definitions. Removal of Chapter 2.1 Establishment, Appointment, and Tenure. Renumbering of Chapter 2.1 (formerly 2.2), Chapter 2.2 (formerly 2.3) and Chapter 2.3 (formerly 2.4). Chapter 3.1.4(3) Threshold Levels for Purchasing. Addition of Chapter 4.8 Scrutinized Companies List. Chapter 5.3 Fiscal Responsibility
October 1, 2021	Chapter 1.4 Definitions. Edits to Chapter 3.1.4(3)(c) Threshold Levels for Purchasing; Chapter 3.3.7 Authority Procurement Records; Chapter 5.4.4 Responsibility for Selection Methods of Construction Contracting Management; Chapter 5.4.1 Public Announcement, Competitive Selection and Negotiation; Chapter 5.4.2 Design Build Contracts; Chapter 7.5 Authorization to Dispose of Surplus Supplies; Chapter 8.1 Protests; Chapter 8.2 Remedies for Solicitations or Awards in Violation of the Law; Chapter 8.3 Contract Claims; Chapter 9 Intergovernmental Relations. Statutory Updates to Chapter 3.1.3 (3) Contracts for Audit by an Independent Certified Public Accountant; Chapter 3.2.6 (formally Chapter 4.8) Scrutinized Companies. Addition of Chapter 3.2.7 Convicted Vendor List, Chapter 3.2.8 E-Verify; Chapter 5.4.3 Construction Manager at Risk; Chapter 5.4.3 Construction Manager at Risk and Appendix B E-Verify Affidavit. Removal of Chapter 8.4 Procedure for Protests of Plans and Specifications; Chapter 8.5 Procedure for PreBid Protests.

APPENDIX A

Public Entity Crimes Form

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by

(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a 'public entity crime' as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that 'convicted' or 'conviction' as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an 'affiliate' as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term 'affiliate' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a 'person' as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

- 5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__ by _____ as _____ of _____, a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

APPENDIX B
E-Verify Affidavit

Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security’s E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that _____ (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

Signature Date

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter -

Richard Anderson, Director of Operations

Recommended Action -

Status Report. This item is presented for the Board's information and no action is required.

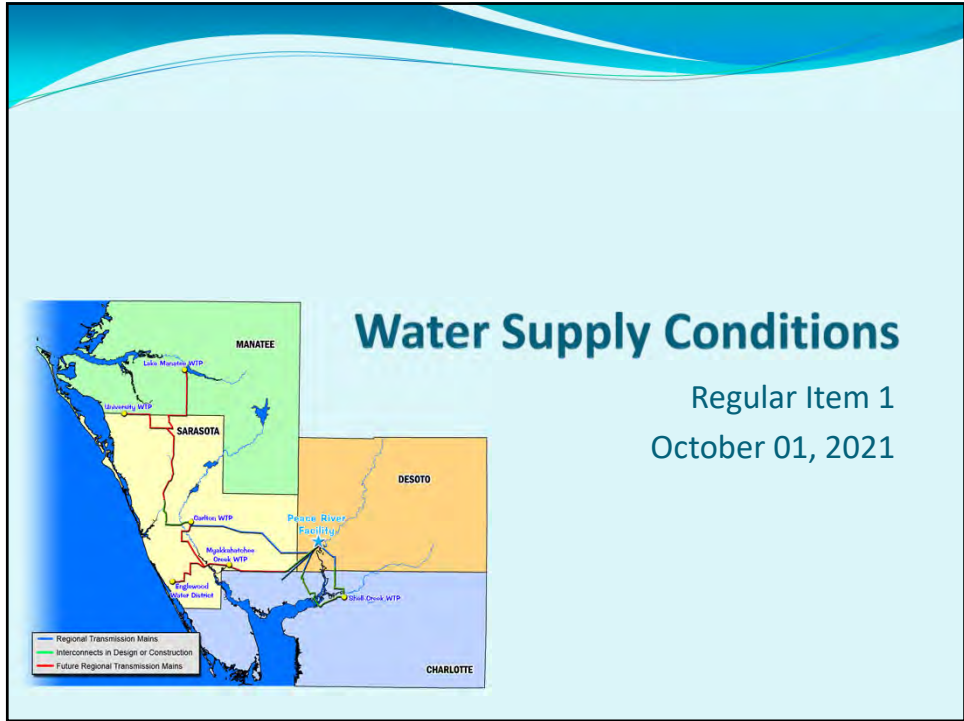
Water Supply Conditions at the Peace River Facility as of September 13, 2021.

- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

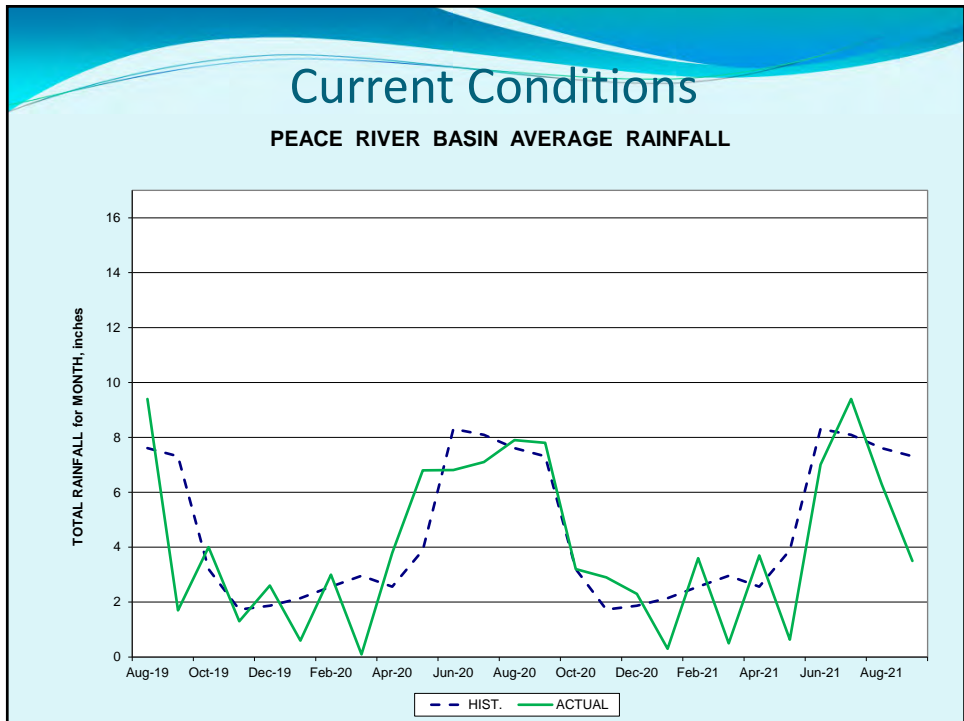
September Water Demand	25.07 MGD
September River Withdrawals	16.3 MGD
<u>Storage Volume:</u>	
Reservoirs	6.43 BG
ASR	<u>8.80 BG</u>
Total	15.23 BG

Attachments:

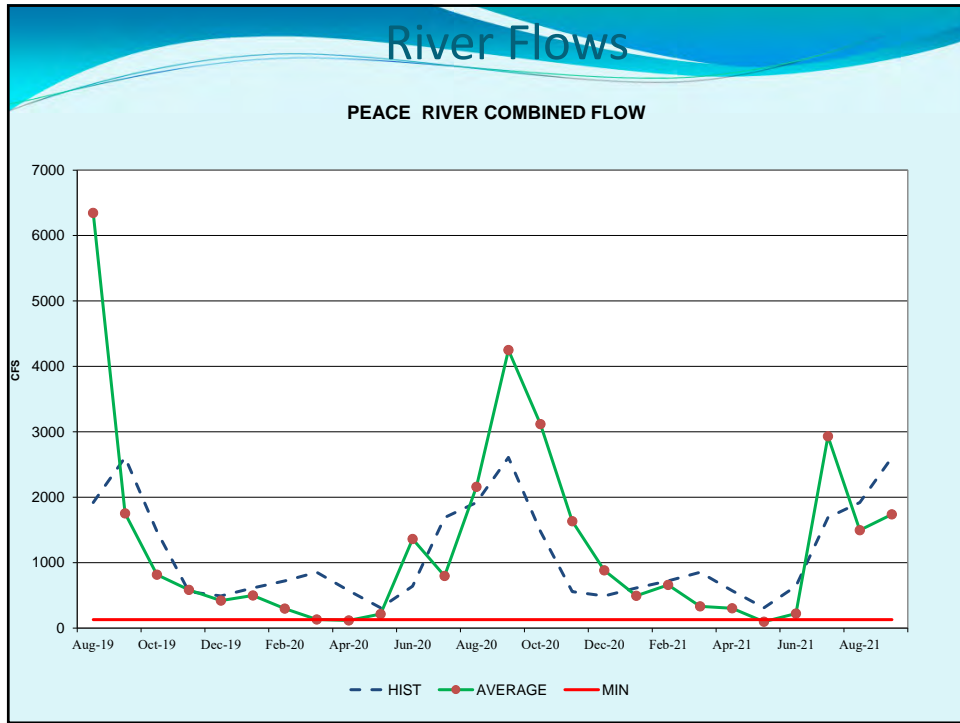
Presentation Materials



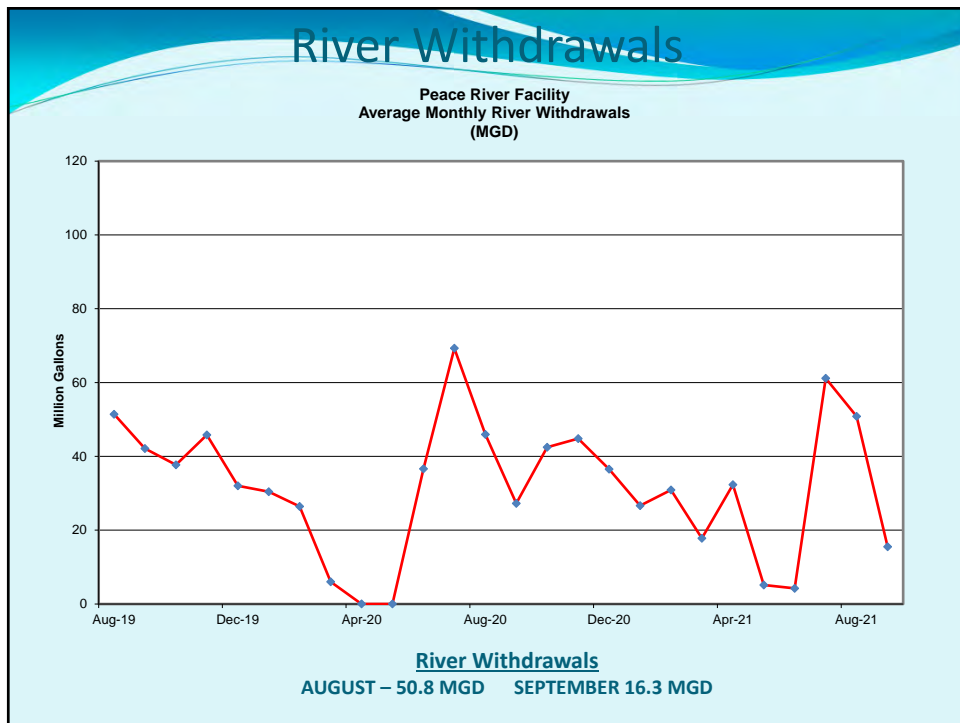
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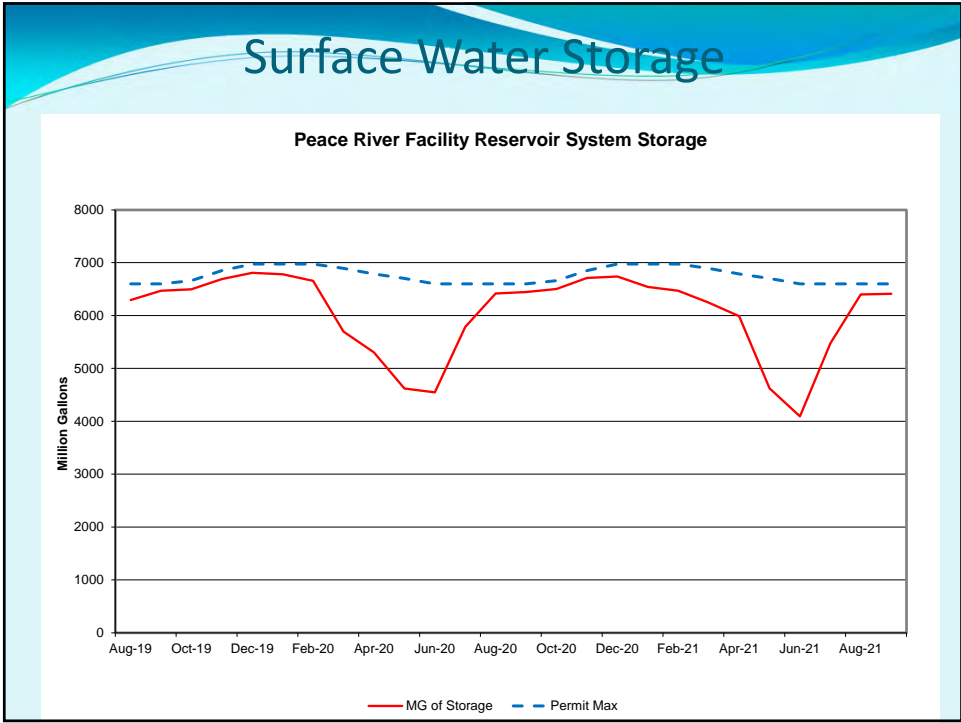


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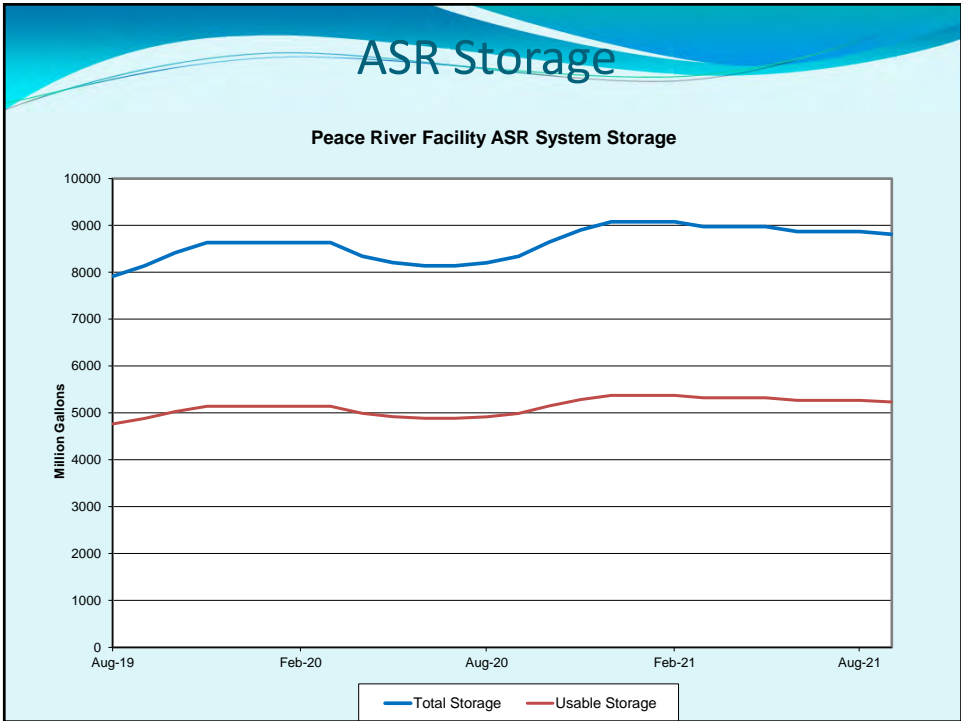
4

Surface Water Storage

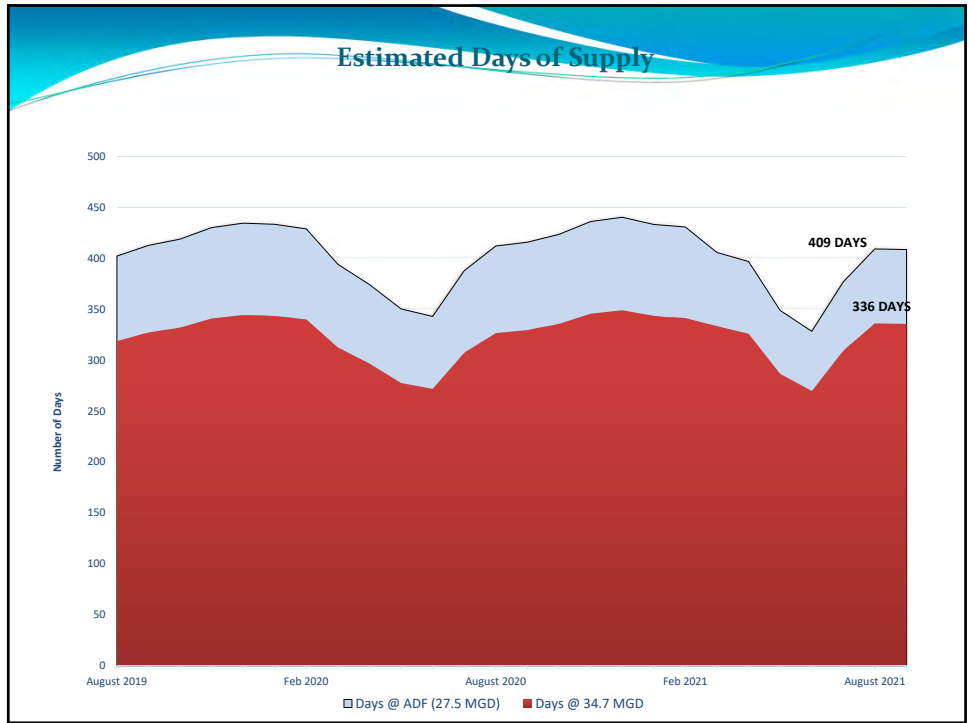


5

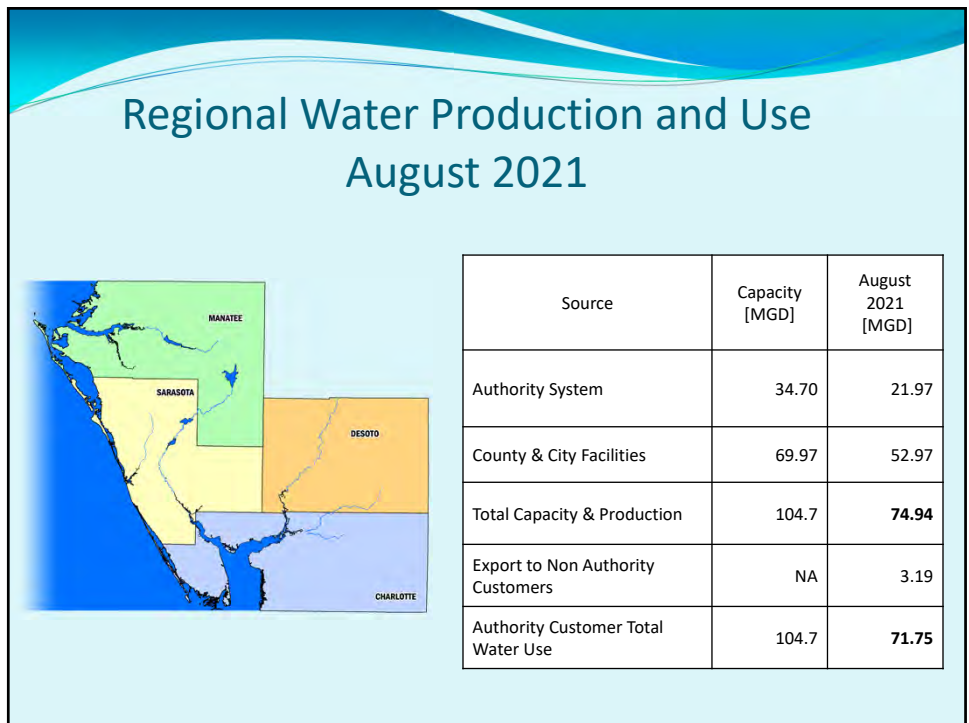
ASR Storage



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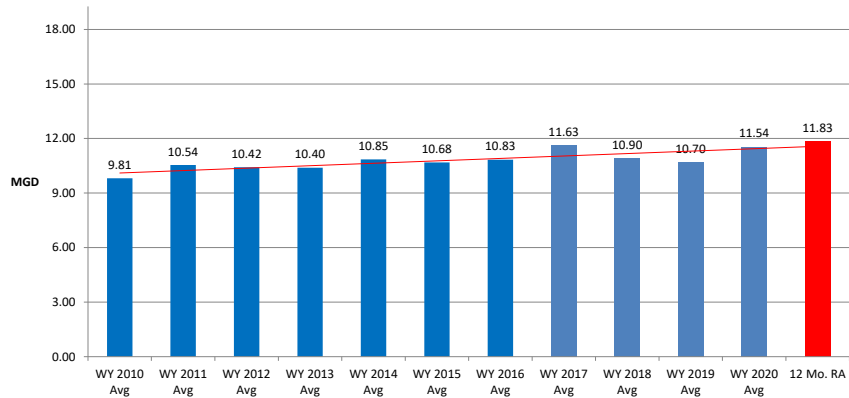


8

Charlotte County

Source	Capacity [MGD]	AUGUST 2021 [MGD]	% UTILIZED
Peace River Facilities	16.10	10.32	64%
Charlotte Self Supply	3.17	0.37	12%
TOTAL	19.27	10.69	55%

ANNUAL AVERAGE USAGE

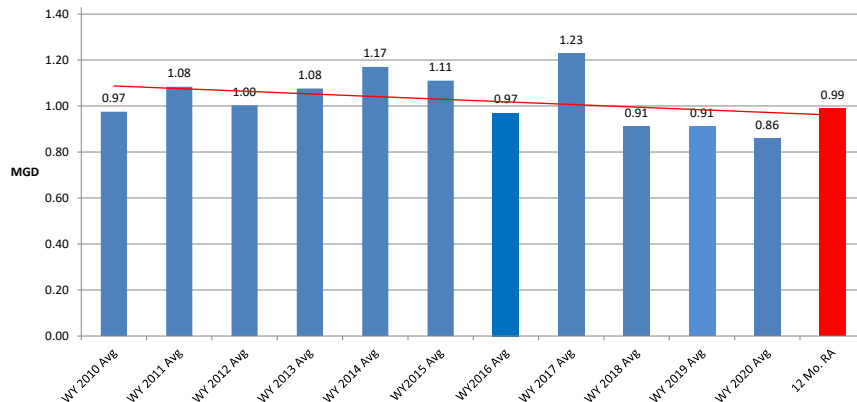


9

Desoto County

Source	Capacity [MGD]	AUGUST 2021 [MGD]	% UTILIZED
Peace River Facilities	0.675	0.49	72%
Desoto Self Supply	0.75	0.32	43%
TOTAL	1.425	0.80	56%

ANNUAL AVERAGE USAGE

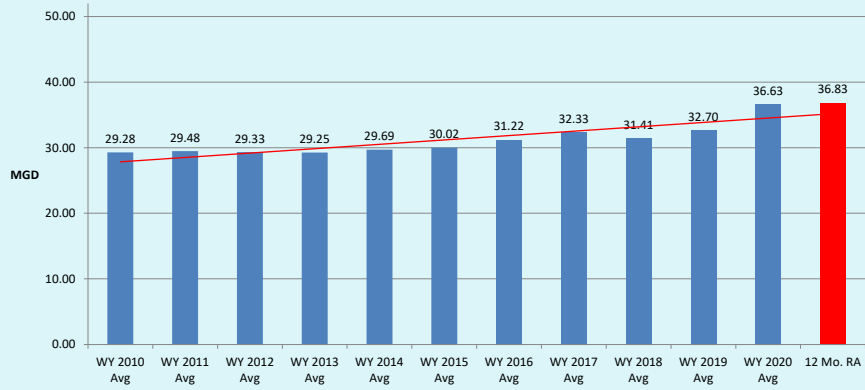


10

Manatee County

Source	Capacity [MGD]	AUGUST 2021 [MGD]	% UTILIZED
Manatee Self Supply	52.00	37.44	72%
Export to Sarasota Co.	NA	3.38	
Export to Others	NA	3.19	
TOTAL	52.00	44.02	84%

ANNUAL AVERAGE USAGE

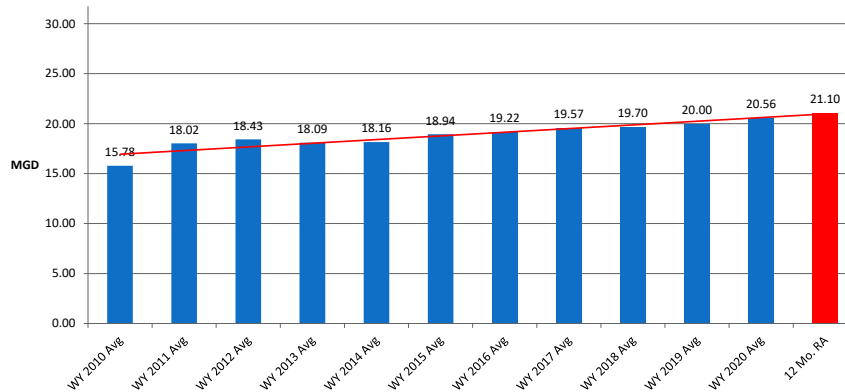


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Sarasota County

Source	Capacity [MGD]	AUGUST 2021 [MGD]	% UTILIZED
Peace River Facilities	15.06	9.76	65%
Import from Others	5.00	3.48	70%
County Self Supply	10.52	6.30	60%
TOTAL	33.58	19.55	58%

ANNUAL AVERAGE USAGE

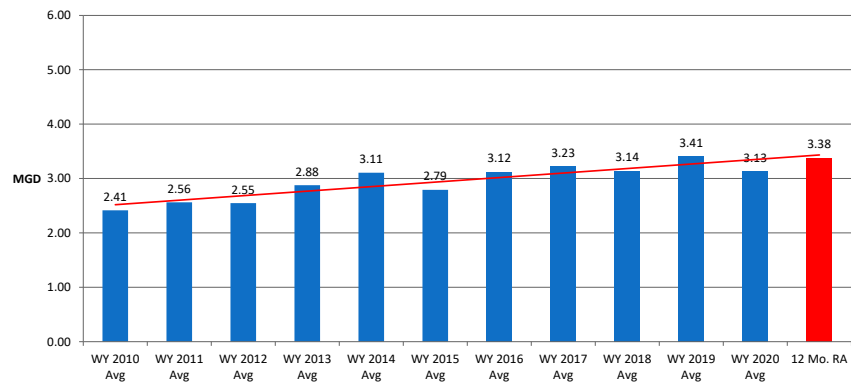


12

North Port

Source	Capacity [MGD]	AUGUST 2021 (MGD)	% UTILIZED
Peace River Facilities	2.865	1.40	49%
North Port Self Supply	3.30	1.97	60%
Water Exchanged	N/A	-0.10	
TOTAL	6.165	3.27	53%

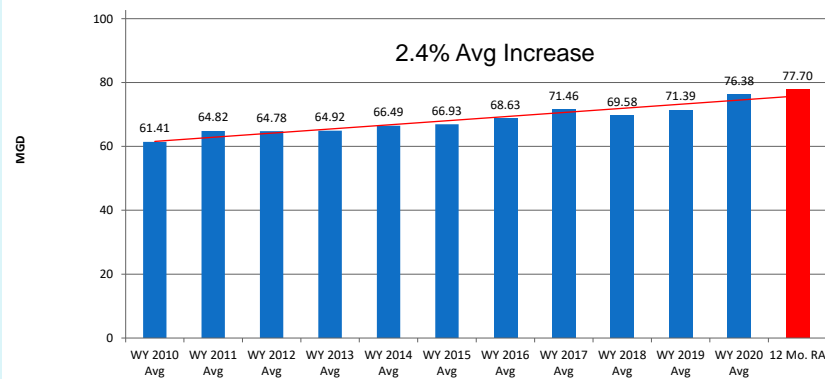
ANNUAL AVERAGE USAGE



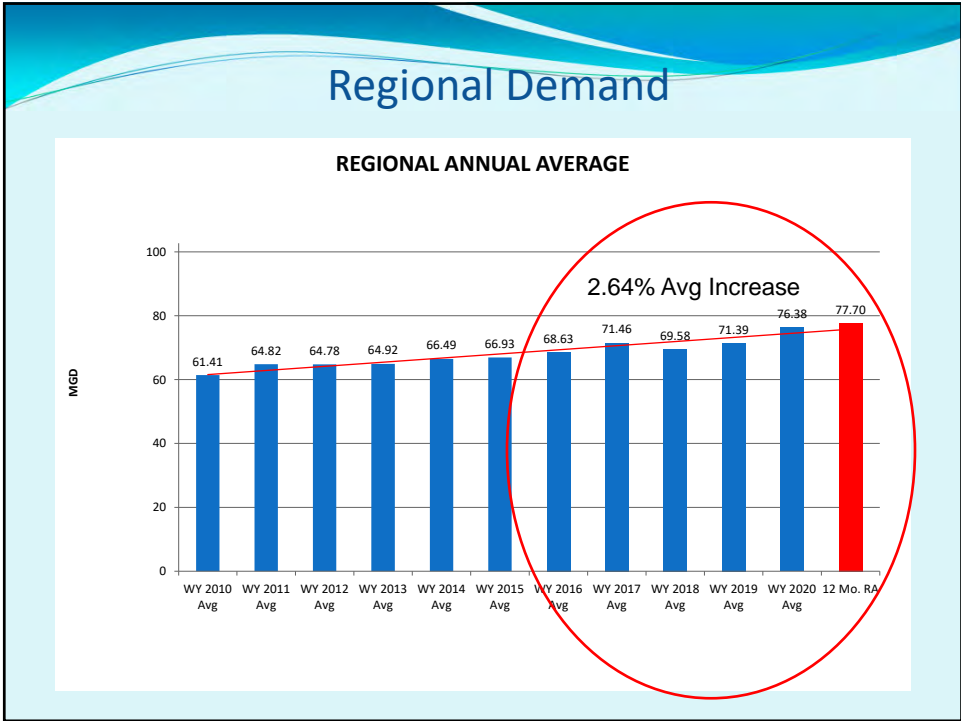
13

Regional Demand

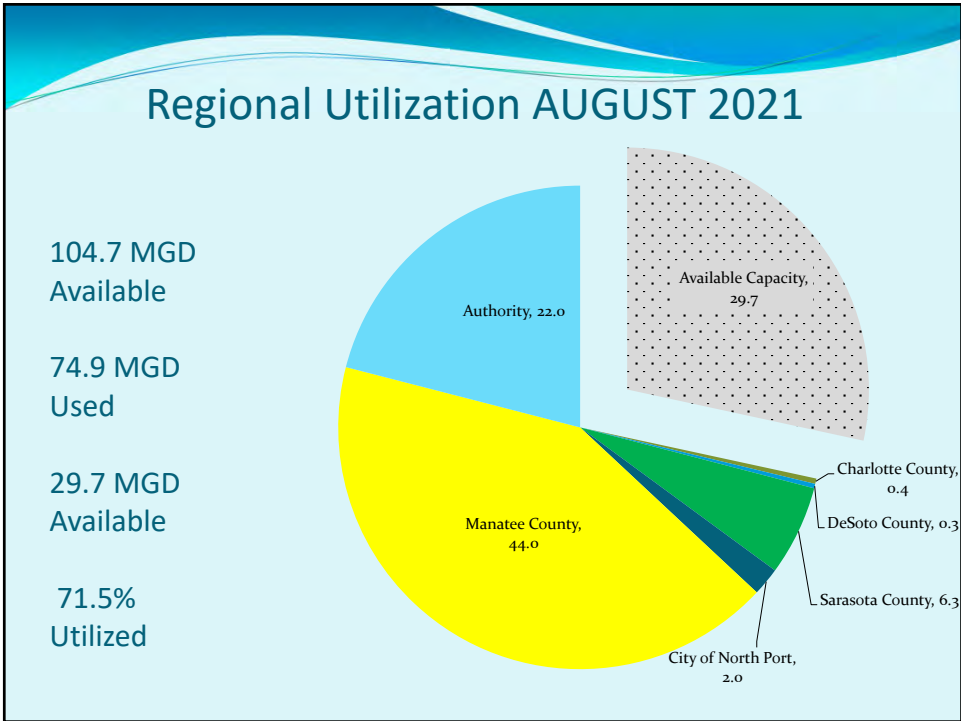
REGIONAL ANNUAL AVERAGE



14



15



16

Questions?



17

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

REGULAR AGENDA
ITEM 2

Purchase of Project Prairie Pumping and Storage Facilities from DeSoto County

Presenter - Terri Holcomb, Resource Mgmt. & Planning Manager
 Douglas Manson, General Counsel

Recommended Action - **Motion** to (1) approve Interlocal Agreement Between Peace River Manasota Regional Water Supply Authority and DeSoto County for Regional Acquisition of Project Prairie Facilities, (2) approve Purchase and Sale Agreement for the Project Prairie Facilities, (3) approve and authorize the Executive Director to execute Project Prairie Facilities Operational Protocol, and (4) Authorize the Executive Director and General Counsel to approve minor changes to these documents that may be required for DeSoto County approval.

Regional purchase of DeSoto County’s Project Prairie Pumping and Storage Facilities has been under consideration for the past two years. These facilities are strategically located to support current and future regional operations, serving as a hub for deliveries from existing and future supplies between the City of Punta Gorda, Desoto County, and the Regional System. The facilities proposed to be acquired by the Authority include the plant site, a 500,000 - gallon finished water storage tank, 5 MGD booster pumping station and chemical feed system, yard piping and a 400-kilowatt emergency generator on site. This acquisition and the improvements to the Project Prairie Pumping and Storage Facilities to support integration into the regional system were include in the Authority’s FY 2022 budget within the system-wide benefit portion of the CIP. Costs and funding for the project are shown in the table below:

BUDGET ITEM	COST
Purchase of Project Prairie Facilities from DeSoto County	\$748,731.53
Improvements Needed to Support Regional System Use	\$526,268.47
TOTAL	\$1,275,000.00
FUNDING	
Authority	\$537,500.00
SWFWMD	\$537,500.00
State of Florida	\$200,000.00
TOTAL	\$1,275,000.00

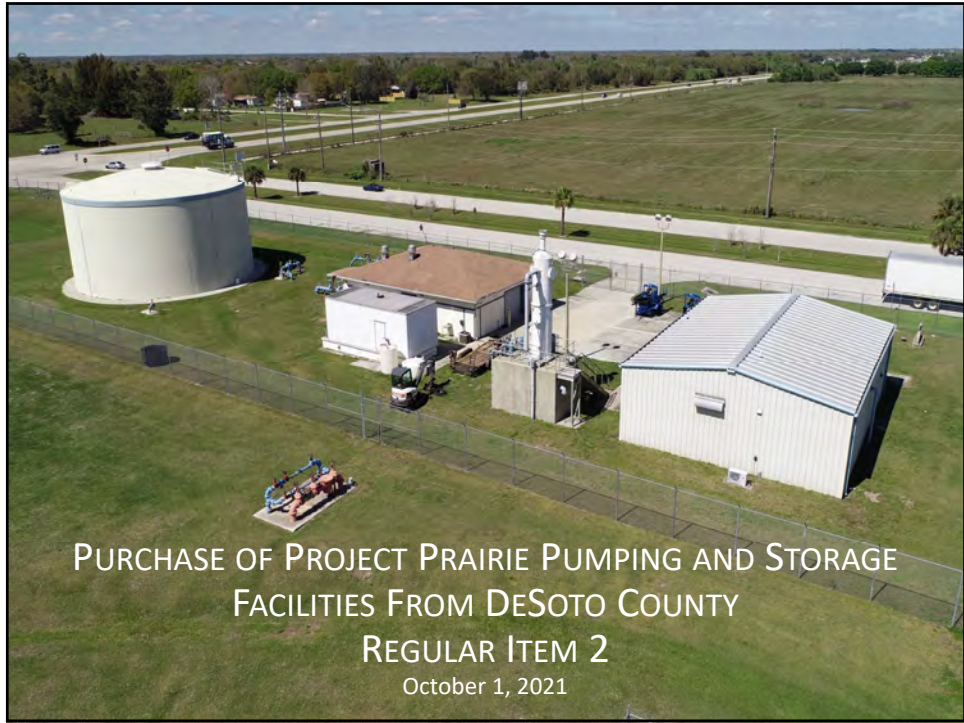
Authority purchase of the Project Prairie Pumping and Storage Facilities from DeSoto County will require Board approval of the attached Interlocal Agreement and Purchase and Sale Agreement, as well as approval and authorization for the Executive Director to execute the Project Prairie Facilities Operational Protocol. Staff recommends approval.

Budget Action: No action needed.

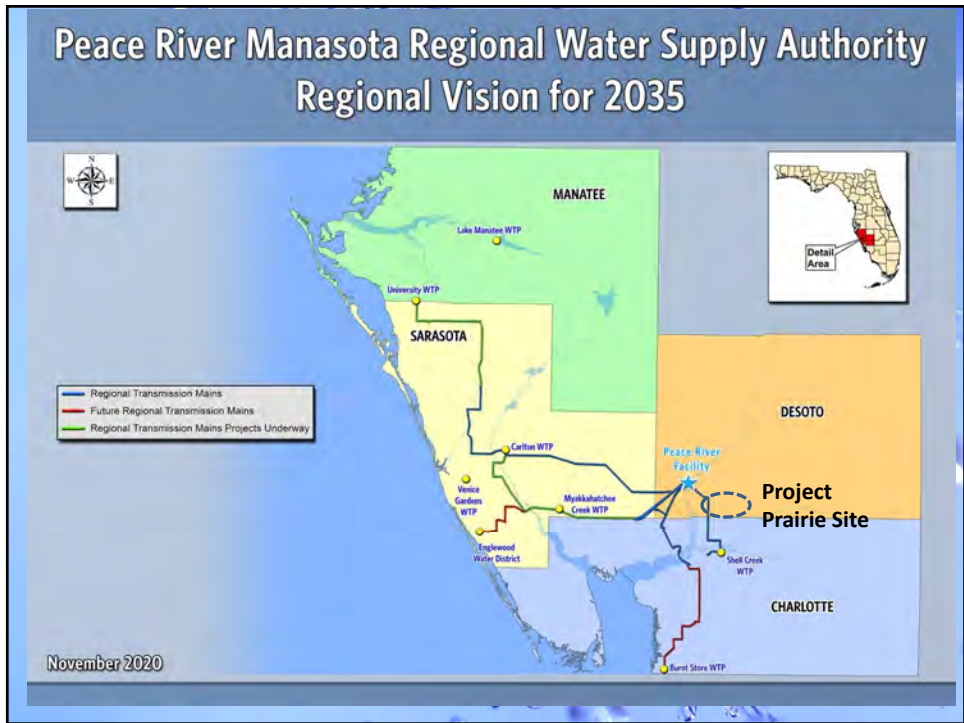
Attachments:

- Tab A Presentation Materials
- Tab B Interlocal Agreement/Purchase and Sale Agreement
- Tab C Project Prairie Facilities Operational Protocol

TAB A
Presentation Materials



1



2

BACKGROUND

2004
2005

- DeSoto County Completes Construction of Project Prairie Facilities
- Authority's 20" RTM Connected to DeSoto County

April
2007

- Water Use Permit ownership transferred to Authority

Sept.
2013

- Water Use Permit Quantities transferred to the Operational Flexibility Permit

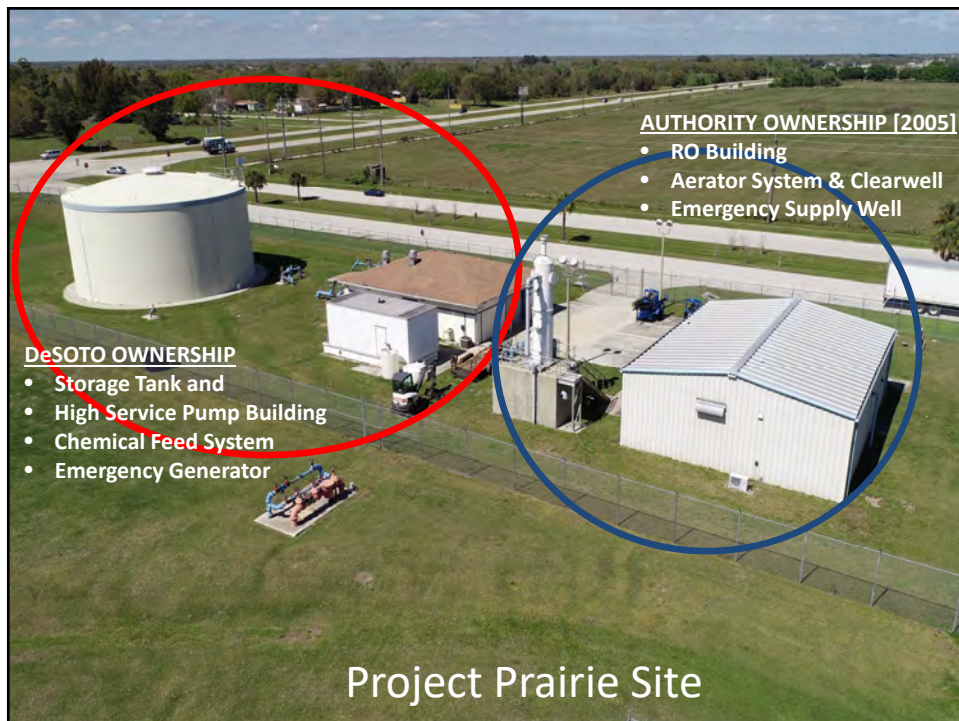
2019

- Discussions with DeSoto County for Authority purchase of Project Prairie Facilities (Phase 1 Pipeline Connection to Punta Gorda)
- Stantec completes valuation of Assets

2020 -
2021

- Presentation and Board approves Interlocal Agreement June 2020
- Submitted and received approval for SWFWMD Cooperative Funding and State Funding in FY22

3



4

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035

- Improves Water Availability to and from Punta Gorda and Peace River Facility;
- Provides backup Supply to DeSoto;
- Provides Blending for Quality Water Consistency; and
- Serves Future Supplies & Interconnectivity in DeSoto & Charlotte

November 2020

5

Condition Assessment & Valuation

Table 2-2
Valuation of the Remaining Assets at the Project Prairie Water Storage and Booster Pump Station Site (2019)

Description	Allocated Percentage ¹	Adjusted Original Cost (2019) ²	Adjusted Average Service Life (Years) ³	Average Straight Line Depreciation	2019 Cost
Booster Pump Building	40%	\$374,176.53	40	\$9,354.41	\$243,214.74
Pumps	25%	\$233,860.33	20	\$11,693.02	\$70,158.10
Piping/Valves	10%	\$3,544.13	40	\$2,338.60	\$60,803.69
Electrical	15%	\$140,316.20	20	\$7,015.81	\$42,094.86
Chemical Rooms	10%	\$93,544.13	20	\$4,677.71	\$28,063.24
New Work (PLC/motors)	100%	\$40,000.00	20	\$2,000.00	\$40,000.00
Emergency Generator	100%	\$224,292.71	20	\$11,214.64	\$67,287.81
Storage Tank	100%	\$349,561.54	40	\$8,739.04	\$227,215.00
Fence	100%	\$25,860.27	20	\$1,299.01	\$7,794.08
SUBTOTAL		\$1,575,275.85			\$786,631.53
				Adjusted cost for VFDs and flowmeters	\$120,000.00
				Recommended System Improvements	\$157,900.00
				TOTAL	\$748,731.53

Notes:

1. Allocated percentage of total Booster Pump Station cost allocated to components of assets installed within the building.
2. ENR CC multiplier: 1.53243595
3. 1996 NAAMUC Uniform System of Accounts average service life for specific components.

6

Interlocal Agreement

- Identifies Facilities to be Acquired
- Purchase Price
- Contingent on SWFWMD Funding
- Development of an Operational Protocol
- Acquisition Complete by 12/31/2021
- Agreement Terminates 12/31/2022

INTERLOCAL AGREEMENT BETWEEN PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND DESOTO COUNTY FOR THE ACQUISITION OF PROJECT PRAIRIE FACILITIES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY ("Authority"), a regional water supply authority and independent special district of the State of Florida created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes ("F.S."), acting by and through its Board of Directors, and DESOTO COUNTY ("County"), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, both the Authority and the County are authorized to enter into interlocal agreements pursuant to Chapter 163, F.S.; and

WHEREAS, the County owns and operates real property located in DeSoto County on U.S. 17 near the Charlotte County line, as depicted on the Location Map attached as **Exhibit A** (the "Property"); and

WHEREAS, certain facilities exist on the Property consisting generally of a 500,000-gallon above-ground storage tank and associated piping; a booster pump station and chemical feed system; yard piping; and emergency generator (the "Project Prairie Facilities"); and

WHEREAS, the Project Prairie Facilities provide an existing Delivery Point for the County from the Authority's Regional Transmission System pursuant to Section 10.3 of the Master Water Supply Contract ("MWSC"), as amended, to which the Authority and the County are parties; and

WHEREAS, this Agreement does not change the County's Water Allocation authorized

Page 1 of 14

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Purchase and Sale Agreement

- Identifies Facilities to be Acquired
- Sale/Purchase Price
- Defines the inspection period, Title, Closing, and Warranty and Representation requirements

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into by and between DESOTO COUNTY a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as the "Seller"), and PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional water supply authority and independent special district of the State of Florida created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes ("F.S."), acting by and through its Board of Directors (hereinafter referred to as the "Buyer"), collectively referred to as the "Parties."

For and in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of that certain parcel of land located in DeSoto County on U.S. 17 near the Charlotte County line, more particularly described in **Exhibit "A"** attached hereto (the "Real Property"), together with the following:

- All easements, rights of way, privileges, licenses, appurtenances, and any other rights, privileges, and benefits belonging to the owner of, running with the title to, or in any way related to the Property (collectively, "Appurtenances");
- All land use or other consents, authorizations, variances, waivers, licenses, permits, approvals, development orders, or any other entitlements, whether existing, issued, or granted by or from any governmental authority with respect to the Property (collectively, "Seller's Approvals");
- All of Seller's right, title, and interest in all existing surveys, site plans, pre-closure, soil, topographical, traffic, engineering, and environmental reports or studies pertaining to the Real Property, Appurtenances, and Seller's Approvals in Seller's possession or control (collectively, "Reports");
- All utility mains, service laterals, hydrants, connections, hook-ups, and valves located on, or adjacent to, and servicing or available to service the Property (collectively, the "Utilities"); and
- Any other agreements, contracts, covenants, variances, rights, benefits, and privileges related to or benefiting the Real Property or Appurtenances.

1

8

Operational Protocol

- Normal Operating conditions
- Temporary or Emergency Operating Conditions
- Outlines DeSoto County's Operational Responsibilities
- Identifies responsible party for Regulatory Agency Coordination
- Establishes and Operations Coordination Committee
- Defines Budgeting and Invoicing Process

PROJECT PRAIRIE FACILITIES OPERATIONAL PROTOCOL

08/28/2019



Page 1 of 12

9

Recommended Action

Motion to

- (1) Approve Interlocal Agreement Between Peace River Manasota Regional Water Supply Authority and DeSoto County for Regional Acquisition of Project Prairie Facilities,
- (2) Approve Purchase and Sale Agreement for the Project Prairie Facilities,
- (3) Approve and authorize the Executive Director to execute Project Prairie Facilities Operational Protocol, and
- (4) Authorize the Executive Director and General Counsel to approve minor changes to these documents that may be required for DeSoto County approval.



10



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TAB B
Interlocal Agreement/Purchase and Sale Agreement

**INTERLOCAL AGREEMENT BETWEEN PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY AND DESOTO COUNTY
FOR THE ACQUISITION OF PROJECT PRAIRIE FACILITIES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY** (“Authority”), a regional water supply authority and independent special district of the State of Florida created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes (“F.S.”), acting by and through its Board of Directors, and **DESOTO COUNTY** (“County”), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, both the Authority and the County are authorized to enter into interlocal agreements pursuant to Chapter 163, F.S.; and

WHEREAS, the County owns and operates real property located in DeSoto County on U.S. 17 near the Charlotte County line, as depicted on the Location Map attached as **Exhibit A** (the “Property”); and

WHEREAS, certain facilities exist on the Property consisting generally of a 500,000-gallon above-ground storage tank and associated piping; a booster pump station and chemical feed system; yard piping; and emergency generator (the “Project Prairie Facilities”); and

WHEREAS, the Project Prairie Facilities provide an existing Delivery Point for the County from the Authority’s Regional Transmission System pursuant to Section 10.3 of the Master Water Supply Contract (“MWSC”), as amended, to which the Authority and the County are parties; and

WHEREAS, this Agreement does not change the County’s Water Allocation authorized

pursuant to the provisions of the MWSC and any amendments thereto; and

WHEREAS, on or about October 5, 2005, the Authority and the County previously entered into a Transfer Agreement to acquire specific components located on the Property consisting generally of wellhead, yard piping, reverse osmosis building and degasifier; and

WHEREAS, evaluation and price for acquisition of the Project Prairie Facilities has been documented in the report entitled "Project Prairie Water System Evaluation" prepared by Stantec and dated December 17, 2019, a portion of which is attached hereto as **Exhibit B**; and

WHEREAS, the County has granted an easement on the Property to the Authority; and

WHEREAS, the County now wishes to convey the Project Prairie Facilities to the Authority; and

WHEREAS, the Parties recognize that coordination between the Authority and the County regarding operation of the Project Prairie Facilities would be beneficial to both Parties.

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, the Authority and the County hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing Whereas clauses are true and correct and are hereby incorporated by reference into this Agreement.

2. **DELEGATIONS.** The Authority hereby delegates authority to its Executive Director, and the County hereby delegates authority to its County Administrator, to develop and execute all Operating Protocols, Operational Manuals and other documents consistent with and necessary to implement the terms and provisions of this Agreement.

3. **DEFINITIONS.** All capitalized terms in this Agreement shall be defined pursuant

to the definitions within the MWSC, unless otherwise indicated below.

3.1 “Acquisition” shall mean the time at which ownership of the Project Prairie Facilities are acquired by the Authority from the County.

3.2 “Agreement” means this Interlocal Agreement between Peace River Manasota Regional Water Supply Authority and DeSoto County for the Acquisition of Project Prairie Facilities.

3.3 “Project Prairie Facilities” shall be the facilities located on the Property and more specifically described in Paragraph 5, herein.

4. **PURPOSE.** The purpose of this Agreement is to set forth the intentions, rights, and obligations of the Parties with respect to the acquisition and operation of the Project Prairie Facilities.

5. **PROJECT PRAIRIE FACILITIES TO BE ACQUIRED.** The Project Prairie Facilities owned by the County and to be acquired by the Authority are specifically described in **Exhibit B** (Project Prairie Water System Evaluation), and are:

- a) A 500,000 gallon storage tank and associated yard piping;
- b) A booster pump building, inclusive of all equipment contained within the building including piping, valves, fittings, acid feed, antiscalant, phosphate inhibitor, and caustic feed; and
- c) Emergency generator.

The components to be acquired and valuation are presented in **Exhibit B**.

6. **TRANSFER AND ACCEPTANCE OF PROJECT PRAIRIE FACILITIES.**

6.1 **Purchase Price.** At the time of Acquisition, but no later than December 31, 2020, the Authority shall pay the County \$748,731.53 for the Project Prairie Facilities.

6.2 Transfer Documentation Package. The County shall provide to the Authority a transfer documentation package, which includes all appropriate documentation to transfer sole ownership of the Project Prairie Facilities from the County to the Authority. At a minimum, the documentation shall include a bill of sale in a form satisfactory to the Authority; all associated permits; record drawings; engineering plans; operation and maintenance manuals or similar documents; warranties from contractors and suppliers; and any other document(s) necessary for the ownership and continued operation of the Project Prairie Facilities which the County has available and is able to provide, and which is acceptable to the Authority.

6.3 Payment. Payment for the Project Prairie Facilities shall be made to County by the Authority at the time of the Acquisition.

6.4 Warranty. Any warranties granted to the County by a contractor or equipment supplier which remain in effect shall be transferred by the County to the Authority at the time of Acquisition.

7. FUNDING FROM THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (“SWFWMD”). This Agreement is contingent upon the successful modification of the existing Funding Agreement between the SWFWMD and the Authority to add the Project Prairie Facilities, which will provide that SWFWMD shall fund one hundred percent (100%) of the eligible funding according to SWFWMD policies for the Acquisition.

8. OPERATING PROTOCOL. The Authority’s Executive Director and the County Administrator shall develop and approve a written Operating Protocol prior to the Acquisition in substantially the same form as provided in **Exhibit C** hereto. At a minimum, the Operating

Protocol will define the rights and obligations of the Parties regarding the operation, maintenance, and regulatory activities necessary for the Authority to meet its obligation to provide potable water to the County in a manner which allows the County to meet its water quality and operational requirements through the integration of the Project Prairie Facilities into the Authority's Regional Transmission System. Nothing in the Operating Protocol shall conflict or supersede this Agreement, the Interlocal Agreement creating the Authority, as amended, and the Master Water Supply Contract, as amended. The Operational Protocol may only be modified in writing by mutual agreement of the Authority's Executive Director and the County Administrator. This provision shall survive the Termination or Expiration of the Term of this Agreement.

9. **COMPLETION DATE.** The Acquisition of the Project Prairie Facilities is to be completed no later than December 31, 2020.

10. **OWNERSHIP INTERESTS.** The Authority shall have all ownership interests of the Project Prairie Facilities upon completion of the Acquisition.

11. **NOTICES.** All notices, demands, requests, and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via facsimile, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered:

To the Authority:

Peace River Manasota Regional Water Supply Authority
Attention: Executive Director
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

To DeSoto County:

DeSoto County
Attention: County Administrator
201 East Oak Street Suite 201
Arcadia, Florida 34266

Either party may, by written notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

12. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in DeSoto County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

13. **ENTIRE AGREEMENT.** The Parties agree there are no commitments, agreements, or understandings concerning the Project Prairie Facilities that are not contained in this Agreement, and that this Agreement together with the Interlocal Agreement creating the Authority, as amended, and the Master Water Supply Contract, as amended shall constitute the entire agreement of the Parties with regard to the Acquisition.

14. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by the Authority and the County.

15. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties to this Agreement and their successors, heirs, and assigns. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

16. **WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair

such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

17. **SEVERABILITY.** In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

18. **SOVEREIGN IMMUNITY.** The Parties intend to avail themselves of the benefits of Sections 768.28 and 163.01, F.S., and of other statutes and common law governing sovereign immunity to the fullest extent possible. No provision, term, or condition of this Agreement will be construed as a waiver by either of the Parties of any rights provided for by any provision of law, including but not limited to Sections 768.28 and 163.01, F.S. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

19. **DISPUTES.** Before the commencement of any legal proceedings, in the event that the Parties disagree regarding the interpretation of this Agreement, or the fulfillment of obligations required hereunder, including disagreements concerning Operating Protocols, Operational

Manuals and other documents which implement the terms and provisions of this Agreement, .either Party must first request in writing a meeting, to occur within thirty (30) days of such written notice, in which the disagreement will be discussed by the Authority’s Executive Director and the County Administrator. Should the dispute not be resolved within thirty (30) days of such meeting, the Chair of the Authority’s Board of Directors and the Chair of the County’s Commission shall meet within thirty (30) days in an effort to resolve the dispute. Should the dispute still not be resolved within thirty (30) days of the Chairs’ meeting, the Parties may then pursue any available legal remedies. This Agreement may be enforced by the Parties in any manner authorized by law, and does not preclude any Party from seeking judicial or administrative remedies for violation of the terms and conditions of this Agreement. Each party shall bear its own costs and attorney’s fees related to disputes prior to commencement of any legal proceedings.

20. **ATTORNEYS FEES AND COSTS.** In the event there is litigation arising under or related to Agreement, each party shall pay its own attorney’s fees and costs and expenses incurred in enforcing the Agreement.

21. **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Parties.

22. **EFFECTIVE DATE; TERM.**

23.1 Effective Date. The Effective Date of this Agreement shall be on the day the last party executes the Agreement, as indicated below.

23.2 Term. The Term of this Agreement shall continue and be effective for the term of the Master Water Supply Contract, as amended.

23. **EXECUTION OF AGREEMENT.** This Agreement shall be executed in two

duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute the same instrument.

24. **MODIFICATION.** This Agreement may be modified only in writing and signed by both Parties or their duly authorized agents.

25. **INDEMNIFICATION.** The Parties shall indemnify and hold each other and their agents, servants, and employees harmless from and against any claim, costs, attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission, or act in performance of this Agreement. However, nothing in this paragraph is intended to waive the provisions of Paragraph 18 of this Agreement.

26. **INTERLOCAL AGREEMENT.** This Agreement shall constitute an interlocal agreement pursuant to Section 163.01, F.S.

IN WITNESS WHEREOF, the Authority and Sarasota have executed this Agreement on the day, month, and year first above written.

ATTEST:

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Mike Coates
Executive Director

Alan Maio
Chair

Date: _____

Approved as to Form:

Douglas Manson
General Counsel for the Authority

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

Mandy J. Hines
County Administrator

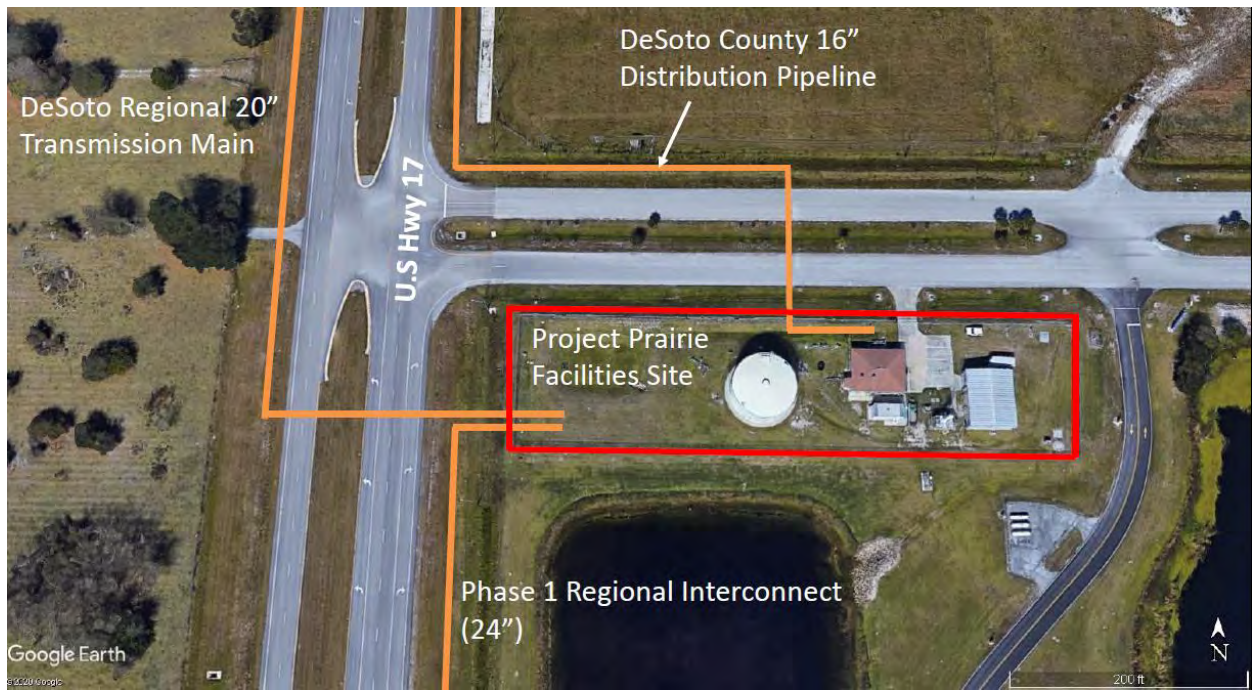
J.C Deriso
Chairman

Date: _____

Approved as to Form and Legal Sufficiency:

Donald D. Conn
County Attorney

EXHIBIT A LOCATION MAP



**EXHIBIT B
PROJECT PRAIRIE VALUATION**

**Valuation of the Remaining Assets at the Project Prairie Water Storage
and Booster Pump Station Site (2019)**

Description	Allocated Percentage ¹	Adjusted Original Cost (2019) ²	Adjusted Average Service Life (Years) ³	Average Straight Line Depreciation	2019 Cost
Booster Pump Building	40%	\$374,176.53	40	\$9,354.41	\$243,214.74
Pumps	25%	\$233,860.33	20	\$11,693.02	\$70,158.10
Piping/valves	10%	\$3,544.13	40	\$2,338.60	\$60,803.69
Electrical	15%	\$140,316.20	20	\$7,015.81	\$42,094.86
Chemical Rooms	10%	\$93,544.13	20	\$4,677.71	\$28,063.24
New Work (PLC/motors)	100%	\$40,000.00	20	\$2,000.00	\$40,000.00
Emergency Generator	100%	\$224,292.71	20	\$11,214.64	\$67,287.81
Storage Tank	100%	\$349,561.54	40	\$8,739.04	\$227,215.00
Fence	100%	\$25,980.27	20	\$1,299.01	\$7,794.08
SUBTOTAL		\$1,575,275.85			\$786,631.53
Adjusted cost for VFDs and flowmeters					\$120,000.00
Recommended System Improvements					-\$157,900.00
TOTAL					\$748,731.53

Notes:

1. Allocated percentage of total Booster Pump Station cost allocated to components of assets installed within the building.
2. ENR CCI multiplier: 1.512415391
3. 1996 NARUC Uniform System of Accounts average service life for specific components

Reference: 'Peace River Manasota Regional Water Supply Authority – Project Prairie Water System Evaluation' (Stantec; December 17, 2019)

EXHIBIT C
FORM OF PROJECT PRAIRIE OPERATING PROTOCOL

[Draft Operating Protocol to be Inserted]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into by and between **DESOTO COUNTY** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as the “Seller”), and **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority and independent special district of the State of Florida created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes (“F.S.”), acting by and through its Board of Directors (hereinafter referred to as the “Buyer”), collectively referred to as the “Parties.”

For and in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of that certain parcel of land located in DeSoto County on U.S. 17 near the Charlotte County line, more particularly described in **Exhibit “A”** attached hereto (the “Real Property”), together with the following:

- a. All easements, rights of way, privileges, licenses, appurtenances, and any other rights, privileges, and benefits belonging to the owner of, running with the title to, or in any way related to the Property (collectively, “Appurtenances”);
- b. All land use or other consents, authorizations, variances, waivers, licenses, permits, approvals, development orders, or any other entitlements, whether existing, issued, or granted by or from any governmental authority with respect to the Property (collectively, “Seller’s Approvals”);
- c. All of Seller’s right, title, and interest in all existing surveys, site plans, percolation, soil, topographical, traffic, engineering, and environmental reports or studies pertaining to the Real Property, Appurtenances, and Seller’s Approvals in Seller’s possession or control (collectively, “Reports”);
- d. All utility mains, service laterals, hydrants, connections, hook-ups, and valves located on, or adjacent to, and servicing or available to service the Property (collectively, the “Utilities”); and
- e. Any other agreements, contracts, covenants, variances, rights, benefits, and privileges related to or benefiting the Real Property or Appurtenances.

Section 2. Purchase Price. The purchase price to be paid by Buyer to Seller at Closing for the Property is seven hundred forty-eight thousand, seven hundred thirty one dollars and fifty-three cents [\$748,731.53] (“Purchase Price”), which Buyer agrees to pay and Seller agrees to accept, subject to the credits, prorations, and adjustments hereinafter set forth. The Purchase Price shall be payable as follows:

- a. **Deposit.** Within three (3) business days following the Effective Date of this Agreement, and as consideration for this Agreement, Buyer shall deliver by wire transfer of immediately available funds, denominated in U.S. Dollars, the sum of [*****] (“Deposit”) to [Title Company] (“Escrow Agent”), at the address specified in Section 16 below. The Deposit shall be held in trust by Escrow Agent as an earnest money deposit in an interest-bearing account, and disbursed only in accordance with the terms of this Agreement. The Deposit shall be non-refundable after the expiration of the Inspection Period (as defined in Section 3), except in the event that: (i) the Seller fails, refuses, or is unable to perform all of its obligations under this Agreement; (ii) one or more of the Closing Conditions in favor of Buyer set forth in Section 11 has not been satisfied by the applicable deadline as provided in such Section; or (iii) as otherwise specifically provided for in this Agreement.
- b. **Balance.** The Deposit shall be applied to the Purchase Price at Closing, and Buyer shall pay to the Seller the balance of the Purchase Price, subject to credits, adjustments, and prorations as herein provided, by wire transfer of immediately available funds, denominated in U.S. Dollars, received by Escrow Agent prior to 2:00 p.m. on the date of Closing.
- c. **Escrow Deposit.** The Deposit shall be invested by Escrow Agent in an interest bearing account, but only after Buyer has executed all necessary governmental forms, including a W-9 and delivered such form to Escrow Agent. Any and all interest earned on the Deposit shall accrue to the benefit of the Buyer and shall be reported to Buyer’s federal tax identification number. Escrow Agent shall have no responsibility in case of failure or suspension of business of the institution holding the Deposit. Interest earned, if any, shall be credited to the Buyer upon Closing, or in the event of Buyer’s default, paid to Seller.

Section 3. Inspection Period; Buyer’s Inspections. For the period beginning with the Effective Date and continuing until 11:59 p.m. Eastern Time on the date that is ninety (90) days thereafter (“Inspection Period”), Seller hereby grants to Buyer the right to make or obtain any and all investigations, tests, studies, evaluations, assessments, and reports Buyer deems necessary or desirable with respect to the Property (the “Inspections”).

- a. Subject to the restrictions set forth herein, Seller hereby grants to Buyer and Buyer's agents and independent contractors (hereinafter "Buyer's Consultants") a license to enter upon the Real Property for the purpose of performing Inspections, provided that (i) Seller shall have been afforded at least twenty-four (24) hours written notice of such intent to enter upon the Property and has been given the opportunity to be present and (ii) the Inspections shall not in any way damage the Property or any adjacent property or cause injury to any thing or person.
- b. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer copies of all existing Seller's Approvals and Reports (referred to in this Section as the "Property Information"). Buyer acknowledges and agrees that the Property Information delivered to Buyer is being provided as an accommodation to Buyer and that Seller has not and does not make any representation or warranty whatsoever regarding the completeness or accuracy of the Property Information. If subsequent to Seller's initial delivery of the Property Information, Seller receives new or updated Property Information, then Seller shall promptly deliver same to Buyer.
- c. Buyer agrees that none of its Inspections, tests, analyses, or other activities conducted on or with respect to the Property shall cause damage or injury to the Property, persons, or adjacent property and that Buyer shall repair any damage to the Property caused by any such activities of Buyer or Buyer's Consultants. To the extent allowed under law, Buyer agrees to indemnify and hold harmless Seller from any loss, cost, damage, or expense arising from damage to the Property or injuries to persons or property from any loss, cost, damage, or expense arising from damage to the Property or injury to persons or property proximately caused by the acts or omissions of Buyer, or Buyer's Consultants while upon or about the Property or its appurtenances, pursuant to the rights granted under this Section. Notwithstanding anything to the contrary herein, Buyer shall not be responsible for any such loss, damage, or injury to persons or property to the extent such loss, damage, or injury is or was caused by Seller's negligence or willful misconduct. Notwithstanding the above, no provision, term, or condition of this Agreement will be construed as a waiver of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This provision will survive the termination of this Agreement for a period of six (6) months subsequent to the Closing Date.
- d. Notwithstanding the Inspection rights provided for above, Buyer shall not, without the prior written consent of Seller, conduct any environmental assessment or analysis beyond that included in ASTM Standard E1527-05 Phase I environmental site

assessment report prepared by a licensed and insured consulting environmental engineering firm (“Phase I Report”), or make any intrusive physical testing at the Property (such as soil borings, groundwater samplings, or the like) without the prior written consent of Seller. As a condition of Seller’s consent, Buyer shall deliver to Seller for review a copy of Buyer’s Phase I Report containing a recommendation that any such additional investigation be conducted, together with a copy of the written plan describing the scope and nature of additional environmental assessment in detail and such additional relevant information as the Seller may reasonably request (“Invasive Environmental Testing”). Seller shall deliver to Buyer Seller’s consent, or refusal to consent, to such Invasive Environmental Testing, within ten (10) days from Seller’s receipt of (i) and (iii) above, failing which Seller shall be deemed to have consented to the Invasive Environmental Testing. If the Seller consents to Invasive Environmental Testing, the Inspection Period shall not be extended. If the results of such Invasive Environmental Testing are not acceptable to Buyer, in Buyer’s sole discretion, Buyer’s sole right and remedy shall be to terminate the Agreement during the Inspection Period and receive the return of its Deposit.

- e. Buyer shall have the right to terminate this Agreement for any reason whatsoever at any time prior to expiration of the Inspection Period by delivering written notice thereof to Seller, in accordance with Section 16 herein. In the event Buyer terminates this Agreement prior to the expiration of the Inspection Period pursuant to the preceding sentence, the Deposit shall be returned to Buyer with reasonable promptness and thereupon Buyer and Seller shall be released from any and all further obligations and liabilities to each other hereunder except as provided in this Agreement. In the event Buyer does not terminate this Agreement in writing on or before the expiration of the Inspection Period, Buyer’s right to terminate this Agreement by reason of any matter or condition which was disclosed in or by virtue of this Agreement by reason of any manner or condition which was disclosed in or by virtue of the Inspections prior to the expiration of the Inspection Period shall cease, such that the Deposit shall become nonrefundable for any reason other than an event which, by the express terms of this Agreement, entitles Buyer to a return of the Deposit.

Section 4. Title Insurance/Buyer’s Survey.

- a. Within three (3) business days following the Effective Date, Seller shall deliver to Buyer and Escrow Agent a copy of Seller’s existing title insurance policy (“Seller’s Title Policy”), issued by [Name of Issuing Title Company] (“Title Company”), insuring Seller’s fee simple title to the Real Property and appurtenances, together with a copy of all encumbrances disclosed in Schedule B, Section II of such existing policy, and together with a copy of Seller’s existing boundary survey of the Property prepared by [Surveying Company] and dated [Date] (“Seller’s Survey”). Within thirty (30) days

following the Effective Date, Seller shall obtain from the Title Company, through Escrow Agent as the duly authorized agent of the Title Company, and deliver to Buyer a new owner's title insurance commitment, committing to issue to Buyer, upon payment of the Purchase Price and satisfaction of the requirements of such commitment, an owner's policy of title insurance policy (ALTA Form 2006, with Florida Modifications) insuring the title in the full amount of the Purchase Price (the "Title Commitment"). Seller shall include with such delivery a copy of any encumbrances disclosed in Schedule B, Section II of the Title Commitment that were not previously delivered to Buyer by Seller in connection with delivery of Seller's Title Policy. Marketable title shall be determined by according to standards for marketability recognized by The Florida Bar and the Title Company and in accordance with Florida law.

- b. Prior to expiration of the Inspection Period, Buyer, at its sole cost and expense, shall obtain an ALTA/ACSM survey, or update of Seller's survey, prepared by a Florida licensed surveyor, certified (at a minimum) to Seller, Buyer, and the Title Company, and depicting the Property and all of the plottable exceptions to the Title Commitment ("Buyer's Survey").
- c. Buyer shall have until the expiration of the Inspection Period within which to examine the Title Commitment and Buyer's Survey. If the Title Commitment reflects that title to the Real Property and Appurtenances is subject to any encumbrances, exceptions, or other matters unacceptable to Buyer, or Buyer's Survey discloses any encroachments, overlaps, description closure areas, or other exceptions or matters unacceptable to Buyer (individually, a "Title Defect" and collectively, "Title Defects"), then Buyer shall, prior to the expiration of the Inspection Period, notify Seller in writing of the Title Defects to which Buyer objects (collectively, "Title Objections"); provided, however, that the encumbrances listed in Exhibit B ("Existing Encumbrances") attached hereto shall not constitute Title Defects or be the subject of any Title Objections; Seller shall have no obligation to cure or remove them; and the same shall constitute "Permitted Exceptions" (as hereinafter defined) for purposes of this Agreement. The Existing Encumbrances, as well as any exceptions listed in the Title Commitment to which Buyer does not timely object, shall be deemed to be "Permitted Exceptions" to the title to the Property for purposes of this Agreement. Seller, at Seller's sole cost and expense, shall use commercially reasonable efforts to cause the Title Company to remove any Title Objections from the Title Commitment within thirty (30) days after receipt of notice of Title Objections from Buyer; provided, however, that Seller shall not be obligated to institute litigation or other proceedings, or to spend more than Five Thousand Dollars (\$5,000.00) in the aggregate to cause the removal of any Title Objections from the Title Commitment. If the Seller is unsuccessful in causing the Title Company to remove the Title Objections from the

Title Commitment within such thirty (30) day period, then Seller shall give notice to Buyer of such failure, whereupon Buyer shall have the option, by written notice to Seller given within five (5) business days after the expiration of such thirty (30) day period, of either (i) accepting the title in its existing condition, without reduction of the Purchase Price (and any Title Defects to which Title Objections have been waived shall become Permitted Exceptions); or (ii) terminating this Agreement by sending written notice of termination to Seller and Escrow Agent. Buyer's failure to give timely notice of election to Seller for purposes of this provision shall be deemed an election of alternative (i), herein. In the event that Buyer timely elects to terminate this Agreement, Escrow Agent shall return the Deposit to Buyer, and thereafter, neither Buyer nor Seller shall have any further liabilities or obligations hereunder, excepting only those liabilities and obligations which expressly survive termination pursuant to this Agreement.

- d. Seller covenants and agrees that after the Effective Date it shall not enter into or record any document or instrument, or enter into any lease or other agreement, affecting or burdening title to the Property, unless Buyer has consented in writing to the execution or recordation of such document, instrument, or lease agreement. If any update or down-date endorsement to the Title Commitment, or any update of Buyer's Property, issued prior to Closing reveals any exception or survey defect not reflected in the Title Commitment or Buyer's Survey (an "Additional Exception"), which arose as the result of any act or omission of Seller to which Buyer did not consent, in writing, then Seller, at Seller's sole cost and expense, shall cause such Additional Exception to be deleted, at its expense, from the Title Commitment, or such survey defect removed from Buyer's Survey, at its expense, at or prior to Closing. Failure on the Seller's part to cause the deletion of such Additional Exception from the Title Commitment or Buyer's Survey shall constitute a default by Seller under this Agreement. Notwithstanding the foregoing, however, if any update of the Title Commitment or Buyer's Survey reflects any Additional Exception that arose as the result of any act or omission of Buyer, such Additional Exception shall not be included within the previous sentence, and shall not constitute a default by Seller, but shall be assumed by Buyer at Closing. If Seller defaults under this Agreement by failing to release or discharge any Additional Exception for which Seller has responsibility as provided above, on or before the Closing Date, then Buyer shall have the right, in addition to election of the remedies set forth in Section 14 below, of either accepting the title to the Property in its existing condition, without waiving the default by Seller, or of terminating this Agreement by sending written notice of termination to Seller and Escrow Agent, and, in either case, Buyer shall be entitled to recover from Seller all third party costs incurred by Seller, including reasonable attorneys' fees and costs incurred in connection with this Agreement and the acquisition of the Property, not to exceed One Hundred Thousand Dollars (\$100,000.00) in the aggregate. Any Additional Exception discovered by either

party that did not arise by the act or omission of either party shall be treated in the same manner as a Title Defect pursuant to subsection c., above.

Section 5. License Agreement. At Closing, Buyer agrees to grant Seller a License Agreement, in the form attached hereto as Exhibit C, to access the Property after Closing in order to operate certain facilities located on the Property generally referred to as the “Project Prairie Facilities,” in accordance with an Operating Protocol in place between the Parties.

Section 6. Covenants of Seller; Operation of the Property. Seller hereby covenants and agrees that from and after the Effective Date:

- a. Seller will not, without the Buyer’s prior written consent, create by its consent any encumbrances on the Property. For purposes of this provision the term “encumbrances” shall include, but not be limited to, any liens, claims, options, or other encumbrances, encroachments, rights-of-way, easements, covenants, conditions, or restrictions.
- b. Seller shall pay all assessments and taxes prior to becoming delinquent; provided, however, that Seller discloses that the Property has been classified as exempt from general ad valorem taxation for the tax year ending December 31, 2019.
- c. Seller will not create or consent to the creation of any special taxing districts or associations with the authority to impose taxes, liens, or assessments on the Property.
- d. Seller will not remove any fill or cause any change to be made to the condition of the Property without the prior written consent of Buyer.
- e. Seller shall take no action with respect to the Property that would alter or affect any of the representations or warranties of Seller under this Agreement or which would in any manner affect Buyer’s future use and development of the Property.
- f. Seller shall maintain the Property in its current condition and shall not take any action that could or will adversely affect the value of the Property or alter the condition of the Property.

Section 7. Closing/Closing Expenses. Except as otherwise provided herein, the consummation of the transactions described in this Agreement (“Closing”) shall take place at a meeting of the Parties’ representatives at the offices of Escrow Agent in [City], Florida, or by mail if the Parties so agree, **not later than one hundred eighty (180) days after the Effective Date** (“Closing Date”).

- a. At closing, Seller shall pay for the cost of state documentary stamps and surtax on the Deed, the premium, title search fee, and other costs pertaining to the basic owner's Title Commitment and title insurance policy to be issued to Buyer, in an amount equal to the Purchase Price, and for the recording of, and any and all other costs and expenses of obtaining, all title corrective instruments. Seller shall be responsible for Seller's own legal fees and costs.
- b. At Closing, Buyer shall pay the fee for recording the Deed, the cost of Buyer's Survey (if not sooner paid), the cost of any endorsements or special coverages for Buyer's benefit in connection with issuance of the Title Commitment and policy of title insurance, as well as for any title insurance coverage in favor of Buyer's lender, if any, and all of Buyer's costs of financing, if any. Buyer shall be responsible for Buyer's own legal fees and costs.

Section 8. Closing Documents. The Closing Documents shall be provided by the Parties as set forth below:

- a. At Closing, Seller shall execute and/or deliver to Buyer, in form acceptable to Buyer:
 - i. A quit claim deed ("Deed"), substantially in the format provided in Section 125.411, F.S., conveying to Buyer its interest in the Property;
 - ii. An affidavit of ownership, gap, possession, and the absence of liens;
 - iii. An assignment and assumption agreement ("Assignment Agreement") of Seller's right, title, and interest, if any, in and to all of Seller's Approvals and Report, to the extent assignable, without representation, warranty, or recourse as to Seller;
 - iv. A certificate of non-foreign status in compliance with the Internal Revenue Code and the regulations promulgated thereunder;
 - v. A duly executed certification that every representation and warranty of Seller under this Agreement is true and correct as of the closing as if made by Seller at such time;
 - vi. Any documents reasonably requested by Buyer or the Title Company in connection with Seller's authority to execute this Agreement, the Deed, and all other documents contemplated under this Agreement;

- vii. A closing statement prepared by Escrow Agent setting forth all amounts paid, credited, and otherwise due, payable and paid hereunder (“Closing Statement”); and
- viii. Such additional documents or instruments as may be required to effectuate the terms, conditions, and provisions of this Agreement and to carry out the intent of the Parties to this Agreement, or as may be reasonably required by the title insurance company, so as to be able to delete at Closing all of the requirements of Schedule B, Section 1 of the Title Commitment and all of the standard printed exceptions from Schedule B, Section 2 of the Title Commitment (other than the exception for taxes and assessments for the current year not yet due and payable, zoning and other land use restrictions, the survey exception, which shall be limited to the specific matters affecting the Property reflected on the Buyer’s Survey, and the Permitted Exceptions), and to insure the gap between the effective date of the Title Commitment and the recording of the Deed conveying title to the Property from Seller to Buyer.

b. At Closing, Buyer shall deliver to Seller:

- i. A Closing Statement, executed in counterpart;
- ii. The Assignment Agreement, executed in counterpart;
- iii. A duly executed certification that every representation and warranty of Buyer under this Agreement is true and correct as of the Closing as if made by Buyer at such time;
- iv. The balance of the Purchase Price and the Deposit (as adjusted for all credits, adjustments, and prorations set forth in this Agreement);
- v. An executed License Agreement; and
- vi. Such additional documents or instruments as may be reasonably required or requested by Seller to effectuate the terms, conditions, and provisions of this Agreement.

Section 9. Prorations. The following items shall be adjusted, apportioned, and allowed as of the Closing Date:

- a. Special Assessment Liens. If, on the Closing Date, the Property or any part thereof, shall be or have been affected by any certified, confirmed, and ratified special assessment liens (from which the Property is not exempt, as provided in subsection b., below), the same shall be paid and discharged by Seller. Pending liens from which the Property is not exempt shall be assumed by Buyer; provided, however, that once the amount of a pending special assessment lien for the year of Closing has been finally determined, the amount of the special assessment lien shall be prorated and Seller shall reimburse Buyer for any amounts paid by Buyer which are allocable to the period of time Seller owned the Property within thirty (30) days of Buyer's delivery to Seller of the proration statement.

- b. Real Estate Taxes. The Property is currently exempt from general ad valorem taxation ("Real Estate Taxes") for the year 2020. If, as of the Closing Date, the office of the DeSoto County Tax Collector ("DCTC") has determined that the Property is exempt from Real Estate Taxes ("tax exempt") in the year in which Closing occurs, then no proration of Real Estate Taxes shall be conducted between the Parties at closing. If, however, as of the Closing Date, the DCTC has determined that the Property is not tax exempt for the year of Closing, then, at Closing, a bill for Real Estate Taxes for the Property ("Tax Bill") has been received, Seller and Buyer will prorate Real Estate Taxes as of the Closing Date based on the actual Tax Bill. If, however, the DCTC has made an assessment on the Property, but no Tax Bill has been issued by DeSoto County for the year of Closing, then the Real Estate Taxes shall be prorated based upon a millage rate that would have applied to the Property in the previous tax year had it not been tax exempt and the assessment for the year of Closing as determined by HCTC. If, however, as of the Closing Date, either the tax exempt status of the Property is unknown, or the HCTC has determined that the Property is not tax exempt for the year of Closing, but has not made an assessment of the Property for Real Estate Taxes, then no Real Estate Taxes shall be prorated at Closing, but Seller and Buyer will prorate the Real Estate Taxes between themselves, effective as of the Closing Date, promptly after Buyer receives the actual Tax Bill for the year of Closing from DeSoto County. Buyer will provide Seller with a copy of the Tax Bill for the year of Closing, together with Buyer's reasonable estimate of the prorated sum due from Seller, promptly upon receipt of the Tax Bill by Buyer. Seller will promptly remit to Buyer, within thirty (30) days after receipt of a copy of the Tax Bill and proration statement from Buyer, a sum equal to the prorated portion of the taxes allocable to the portion of the year in which Seller owned the Property and Buyer shall be responsible for payment of the full tax to DeSoto County.

- c. The provisions of this Section shall survive Closing.

Section 10. Closing Conditions. Buyer's obligation to close this transaction shall be subject to the satisfaction of each of the following conditions (individually, a "Closing Condition" and collectively, "Closing Conditions") on or before the Closing Date, unless an earlier date for satisfaction of such conditions is expressly set forth below:

- a. Seller shall not be in default under any term, covenant, or condition of this Agreement.
- b. Each of the representations and warranties of Seller set forth in this Agreement shall be true, complete, and correct at the date of Closing as if made at that time, and the Seller shall have delivered its certificate to such effect to Buyer.
- c. At the Closing, the Title Company shall irrevocably commit to issue to Buyer an Owner's Policy of title insurance (ALTA 2006, with Florida modifications), dated as of the date and time of the recording of the Deed, in the amount of the Purchase Price, insuring Buyer as owner of good, marketable, and indefeasible fee simple title to the Property, free and clear of liens, and subject only to the Permitted Exceptions ("Title Policy").

In the event that any of the foregoing conditions precedent to Closing have not been satisfied as of the Closing Date, Buyer shall have the right to waive any or all of the foregoing conditions and close this transaction or Buyer shall have the right to terminate the Agreement, and in such event the Deposit and all interest earned thereon shall be refunded to Buyer and neither Party shall have any further rights or obligations hereunder, except those obligations which survive termination of this Agreement.

Section 11. Brokers. Seller represents and warrants to Buyer that Seller has not dealt with any real estate broker, sales person, or finder who is entitled to a commission or other compensation in connection with this transaction. Buyer represents and warrants to Seller that Buyer has not dealt with any real estate broker, sales person, or finder who is entitled to a commission or other compensation in connection with this transaction. In the event of any claim for a broker's or finder's fee or commission in connection with this Agreement or the transactions contemplated thereby, each Party shall defend, indemnify, and hold harmless the other Party from and against any such claim based upon any statement, representation, or agreement of such party. Notwithstanding the above, no provision, term, or condition of this Agreement will be construed as a waiver of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. The mutual indemnities and representations and warranties of Seller and Buyer in this Section shall survive Closing.

Section 12. Seller's Representation and Warranties.

- a. **BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 12.b. BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY THEREOF, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY OR THE TAX CONSEQUENCES OF OWNING SAME, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. SPECIFICALLY, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN, ON, OR UNDER THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED IN SECTION 12.b.iii. BELOW). BUYER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 12.b.iii. BELOW) AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL**

OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO THE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON, OR UNDER THE PROPERTY, OTHER THAN CLAIMS ARISING FROM MISREPRESENTATION OR BREACH OF THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 12.b. BELOW. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR SELLER'S AGENT WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY, AS PROVIDED FOR HEREIN, IS MADE ON AN "AS IS," "WHERE-IS," "WITH ALL FAULTS" CONDITION AND BASIS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ARRIVED UPON BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION 12.a. SHALL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS AGREEMENT.

- b. Seller represents and warrants to Buyer and covenants and agrees with Buyer as follows:
 - i. Seller has not entered into any contracts, subcontracts, arrangements, leases, licenses, concessions, easements, or other agreements, either recorded or unrecorded, written or oral, affecting all, or any portion of, or any interest in the Property, which will not have been terminated or expired prior to Closing, except for the Permitted Exceptions;
 - ii. To Seller's knowledge, there are no: (1) existing or pending improvement or special assessment liens affecting the Property; (2) violations of building codes and/or zoning ordinances or other governmental or regulatory laws,

ordinances, regulations, orders or requirements affecting the Property; (3) existing, pending or threatened lawsuits, or appeals of prior lawsuits, affecting the Property; (4) existing, pending or threatened condemnation proceedings affecting the Property; (5) existing, pending or threatened zoning, building or other moratoria, downzoning petitions, proceedings, restrictive allocations or similar matters that could adversely affect the development of the Contemplated Improvements on the Property; or (6) unrecorded easements, restrictions or encumbrances affecting all or any part of the Property;

- iii. Seller has not used, manufactured, stored, or released any “Hazardous Materials” (as hereinafter defined) on, in or around the Property, and, to Seller’s knowledge, no other person or entity has ever used, manufactured, stored or released any Hazardous Materials on, in or around the Property, and, to Seller’s knowledge, no Hazardous Materials are present in, on, under or around the Property. As used herein, “Hazardous Materials” shall mean petroleum and petroleum based products and any other substance or material, the use, manufacture, storage, release or presence of which in land, water or elsewhere in the environment is limited, prohibited or in any other way regulated by any federal, state or local law, ordinance, rule or regulation. Seller makes no warranty or representation with respect to the status or suitability of the surface or subsurface of the Property or its suitability for any purpose. Buyer shall be solely responsible for all surface and subsurface investigation with respect to the Property and hereby releases Seller for any liability or responsibility for clean-up, remediation, or response costs in connection with Hazardous Materials that may be found on the surface of or within the subsurface of the Property, including contribution or indemnification under applicable environmental laws, except for any such Hazardous Materials deposited on the surface or within the subsurface by Seller, its agents or contractors. The foregoing release of Seller shall survive the Closing of this transaction;
- iv. There are no agreements currently in effect which prohibit or restrict the sale of the Property;
- v. Seller has the right, power and authority to execute and deliver this Agreement, to perform each and every obligation of Seller hereunder, and to consummate the transactions contemplated by it; neither the execution and delivery of this Agreement, and, to Seller’s knowledge, neither the performance or consummation of the obligations and transactions

contemplated by it, nor the fulfillment of, nor the compliance with, the terms, conditions and provisions of this Agreement will conflict with, or result in a violation or breach of, any relevant law, or any other instrument or agreement of any nature to which Seller is a party or by which it is bound or may be affected, or constitute (with or without the giving of notice or the passage of time) a default under such an instrument or agreement; no consent, approval, authorization or order of any person is required with respect to the execution or delivery of this Agreement or the performance and consummation of the transactions contemplated by this Agreement;

- vi. No commitments or agreements have been or will be made by Seller to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Property which would impose an obligation upon Buyer to make any contributions or dedications of money, land, or any interest in land, to construct, install or maintain any improvements of a public or private nature on or off the Property, or otherwise impose any obligations or liability on Buyer or the Property;
- vii. Seller has received no notice of and to its knowledge there is no violation of any law, regulation, ordinance, order or judgment affecting the Property; and
- viii. Seller owns the Property in fee simple, subject only to those matters to be disclosed in the Title Commitment.

At all times during the term of this Agreement and as of the Closing Date, all of Seller's representations, warranties and covenants in this Agreement shall be true and correct; no representation or warranty by Seller contained in this Agreement and no statement delivered or information supplied to Buyer pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements or information contained in them or in this Agreement not misleading. In the event that any of the foregoing representations or warranties becomes untrue as a result of an act of a third party which is unrelated to and unaffiliated with Seller then such inaccuracy shall not be deemed to be a breach by the Seller, but such inaccuracy shall permit Buyer to terminate this Agreement. This Section and the representations and warranties set forth herein shall survive the Closing or any termination of this Agreement for a period of six (6) months following the Closing Date or such date of termination, whichever shall first occur. Any action by Buyer against Seller for a breach or failure of any representations or warranties made in this Agreement must be commenced within such six (6) month period. At the end of the six (6) month period, Seller shall have no further liability with

respect to the Seller's representations and warranties made in this Agreement, except for those, if any, with respect to which suit has been filed in a court of competent jurisdiction within such six (6) month period. Any action for damages or other relief by Buyer against Seller with respect to an alleged breach of any representations and warranties shall be subject to the limitations of Section 14.b. below. If, prior to Closing, Buyer learns that any of Seller's representations and warranties made in this Agreement are not true and correct in any respect and Buyer closes nonetheless, Buyer shall be deemed to have accepted such failure of representation or warranty and Seller shall have no liability with respect thereto.

Section 13. Buyer's Representations, Warranties, and Covenants. Buyer represents and warrants to Seller that:

- a. Buyer has the right, power and authority to make and perform Buyer's obligations under this Agreement. Each of the persons executing this Agreement on behalf of Buyer has been duly authorized to do so by all necessary and appropriate action;
- b. The execution, delivery and performance of this Agreement in accordance with its terms do not violate any applicable organization document of Buyer;
- c. This Agreement is the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms;
- d. To Buyer's knowledge, there are no actions, lawsuits, litigation, or other proceedings pending or threatened with respect to the Buyer that, if adversely determined, could have a material, adverse effect upon Buyer's ability to perform its obligations under this Agreement, including without limitation its ability to close the transaction contemplated by this Agreement on the Closing Date.

At all times during the term of this Agreement and as of the Closing Date, all of Buyer's representations, warranties, and covenants in this Agreement shall be true and correct; no representation or warranty by Buyer above contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statement or information contained in it not misleading. In the event that any of the foregoing representations or warranties becomes untrue as a result of an act of a third party which is unrelated to and unaffiliated with Buyer, then such inaccuracy shall not be deemed to be a breach by the Buyer, but such inaccuracy shall permit Seller to terminate this Agreement. This Section and the representations and warranties set forth herein shall survive the Closing or any termination of this Agreement for a period of six (6) months following the Closing Date or such date of termination, whichever shall first occur. Any action by Seller against Buyer for a breach or failure of any representations or warranties made in this Agreement must be commenced within such six (6) month period. At the end of the six (6) month

period, Buyer shall have no further liability with respect to the Buyer's representations and warranties made in this Agreement, except for those, if any, with respect to which suit has been filed in a court of competent jurisdiction within such six (6) month period. If, prior to Closing, Seller learns that any of Buyer's representations and warranties made in this Agreement are not true and correct in any respect and Seller closes nonetheless, Seller shall be deemed to have accepted such failure of representation or warranty and Buyer shall have no liability with respect thereto.

Section 14. Default.

- a. Default by Buyer. In the event that Buyer shall fail to perform its obligations under this Agreement, and such failure is through no fault or failure of Seller to comply with its obligations hereunder, or if any of the representations, warranties and covenants of Buyer shall at any time on or before Closing shall be found to be false or misleading in any material respect, then Seller may terminate this Agreement and retain the Deposit (or so much thereof as has been paid through the date of termination of this Agreement), as full and complete, agreed upon liquidated damages and not as a penalty. The foregoing shall be Seller's sole and exclusive remedy against Buyer (except that Seller shall have the right to recover costs, expenses and reasonable attorneys' fees and costs as and to the extent provided in Section 22 below) and Seller hereby waives any right to all other remedies, damages and claims related to such breach or default by Buyer.

- b. Default by Seller. If Seller shall fail to perform its obligations hereunder and such failure is through no fault or failure of Buyer to comply with its obligations under this Agreement, or if any of the representations, warranties and covenants of Seller shall at any time on or before Closing be found to be false or misleading in any material respect, or if Seller is otherwise in default under the terms and provisions of this Agreement, Buyer may elect, as its sole, exclusive and absolute remedy, to pursue either of the remedies set forth in subsection i., below, subject in any case, however, to the limitations set forth in subsection ii., below:
 - i. Buyer Remedies Upon Seller Breach. Buyer may elect either (a) to terminate this Agreement and obtain a refund of so much of the Deposit as has been paid by Seller, together with reimbursement by Seller to Buyer of up to Fifty Thousand Dollars (\$50,000) in actual out-of-pocket third party costs and expenses incurred by Buyer in connection with this transaction (as evidenced by third party invoices or receipts) (collectively, "out-of-pocket expenses") (the foregoing remedy herein referred to as the "refund remedy"), or (b) to pursue specific performance of this Agreement by Seller, in connection with which, if the remedy of specific performance is

unavailable as the result of the willful and intentional act of Seller, then Buyer shall retain the right to the refund remedy. In order to pursue specific performance, however, Buyer must file an action seeking such remedy within forty-five (45) days of the scheduled Closing Date, or else Buyer shall be deemed to have waived the right to seek specific performance and elected the refund remedy. The foregoing shall be Buyer's sole and exclusive remedies against Seller in the event of any breach or default by Seller (except that Buyer shall have the right to recover costs, expenses and reasonable attorneys' fees and costs as and to the extent provided in Section 22 below).

- ii. No Other Remedies or Recourse. Except as specifically set forth in this Section, Buyer does hereby specifically waive any right to pursue any other remedy at law or equity for any breach or default of Seller, including, without limitation, any right to seek, claim or obtain punitive damages or consequential damages, including, without limitation, any claim for lost profits or development opportunities.

Section 15. Notices. All notices, consents, approvals, waivers, and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given only when delivered in person, or sent by facsimile with the original simultaneously sent by nationwide overnight delivery service:

To Buyer: Peace River Manasota Regional Water Supply Authority
 Attention: Executive Director
 9415 Town Center Parkway
 Lakewood Ranch, Florida 34202

To Seller: DeSoto County
 Attention: County Administrator
 201 East Oak Street, Suite 201
 Arcadia, Florida 34266

To Escrow Agent: [Name]
 [Address]
 [City, State, Zip]

Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been dated, given, and received (i) on the date of actual receipt if transmitted by overnight courier, hand delivery, or U.S. Mail, return receipt requested, if a signed receipt is obtained, or (ii)

on the date of transmission, if transmitted by facsimile and confirmation of successful transmission is provided; or (iii) five (5) business days after transmittal by ordinary U.S. Mail.

Section 16. Assignment. No Assignment of the Parties' rights under this Agreement shall be permitted without prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

Section 17. Radon Gas Notice. Pursuant to Section 404.056(5), F.S. Seller hereby makes, and Buyer hereby acknowledges, the following notification:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 18. Escrow Agent.

- a. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.
- b. Escrow Agent may: (a) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (b) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (c) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.
- c. The Parties to this Agreement do and shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, including attorneys' fees and costs, which it may incur or with which it may be threatened by reason of its action as Escrow Agent under this Agreement, except for such matters which are the result of Escrow Agent's negligence or willful misconduct. Notwithstanding the above, no provision, term, or condition of this Agreement will be

construed as a waiver of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- d. If the Parties and Escrow Agent shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees, including those for appellate matters and for paralegals and similar persons, incurred in its capacity as escrow agent in connection with any such interpleader action; Escrow Agent may represent itself in any such interpleader action and charge its usual and customary legal fees for such representation, and the court shall award such attorneys' fees, including those for appellate matters and for paralegals and similar persons, to Escrow Agent from the losing party. Escrow Agent shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received. Notwithstanding the above, no provision, term, or condition of this Agreement will be construed as a waiver of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- e. Escrow Agent may resign upon five (5) calendar days' written notice to Seller and Buyer. If a successor escrow agent is not appointed jointly by Seller and Buyer within the five (5) calendar-day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.
- f. The Parties acknowledge and agree that Escrow Agent is the law firm representing Buyer with regard to this Agreement and the transaction which is the subject hereof, and hereby waive any claim against Escrow Agent based upon a conflict of interest as a result of Escrow Agent serving in such dual capacities, excluding only actions by Escrow Agent constituting knowing and intentional misconduct. Seller further agrees that Escrow Agent shall be permitted to represent Buyer in all aspects of this Agreement and the subject transaction, including, without limitation, any dispute with respect to the Deposit.

- g. The provisions of this Section shall survive the Closing and also the termination of this Agreement.

Section 19. General Provisions. The following general terms and conditions apply to this Agreement:

- a. Singular/Plural; Masculine/Feminine. Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.
- b. Titles. Headings in this Agreement are for convenience only.
- c. Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, except as herein limited.
- d. Choice of Law; Venue. This Agreement shall be interpreted according to the laws of the State of Florida. Venue for any litigation or proceeding between Seller and Buyer shall lie exclusively in the Circuit Court in and for the Thirteenth Judicial Circuit of the State of Florida, Sarasota County.
- e. Time. Time is of the essence in the performance of each and every one of the obligation of the Parties to this Agreement. Unless otherwise specified, in computing any period of time described herein, the day of the act or event for which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.
- f. Effective Date. The last date this Agreement is executed by Buyer and Seller shall be deemed to be the “Effective Date” of this Agreement.
- g. Jury Trial Waiver. In the event that it becomes necessary for either Party to bring suit to enforce the terms of this Agreement, then each Party hereby irrevocably and unconditionally waives any right it may have to a trial by jury.
- h. Joint and Several Liability; Sovereign Immunity. The Parties hereby agree that the liability of each hereunder shall be joint and several. Notwithstanding the above, no provision, term, or condition of this Agreement will be construed as a waiver of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing

any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Section 20. Entire Agreement; Construction; Severability. This Agreement integrates and supersedes all other agreements and understandings of every character of the Parties and comprises the entire agreement between them. This Agreement may not be changed, except in writing signed by the Parties. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent right or obligations. The parties acknowledge that the parties and their respective counsel have reviewed and revised this Agreement and, therefore, the normal rule of construction of contracts that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any exhibits or amendments thereto. If any portion of this Agreement is held to be invalid or inoperative, the remainder of it shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative to the extent possible.

Section 21. Seller Cooperation. So long as Seller is not required to incur any cost or expense with regard thereto, Seller shall cooperate with Buyer in performing its due diligence with respect to the Property and in seeking any and all consents, permits or approvals regarding the Property as Buyer may request.

Section 22. Litigation Fees and Costs. In any litigation or other proceedings brought under the terms of this Agreement, whether at trial or appellate level or in bankruptcy or reorganization proceedings under federal or state law, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party in such litigation all costs, expenses and reasonable attorneys' fees and paralegals' fees incurred from the non-prevailing party.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement upon the dates indicated below, and the Parties executing this Agreement hereby represent to the other that they have full and complete authority to execute the same on behalf of the entities for which they sign.

ATTEST: PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Mike Coates
Executive Director

Alan Maio
Chairman

Date: _____

Approved as to Form:

Douglas Manson
General Counsel for the Authority

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

Mandy J. Hines
County Administrator

J.C. Deriso
Chairman

Date

Approved as to Form and Legal Sufficiency:

Donald D. Conn
County Attorney

[Exhibits]

TAB C
Project Prairie Facilities Operational Protocol

PROJECT PRAIRIE FACILITIES OPERATIONAL PROTOCOL

09/21/2021



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Operational Protocol

Overview

DeSoto County (County) constructed Project Prairie located on U.S. Highway 17 near the Walmart Distribution Center in DeSoto County in 2005. The County transferred ownership of specific components located on the site to the Peace River Manasota Regional Water Supply Authority (Authority) in 2005 including:

- Wellhead and yard piping;
- Reverse Osmosis Building; and
- Degasifier.

The Authority purchased the remaining facilities on the site, excluding the sewer lift station, from the County in 2020. These facilities which shall be known as the “Project Prairie Facilities.” include the following components (see Figure 1):

- One (1) 500,000 gallon above ground water storage tank;
- One (1) high service pump station (approximate capacity 5 MGD);
- One 400 KW emergency generator;
- Chemical adjustment equipment; and
- Various yard piping, valves, control works and meter assemblies;

The County retains ownership of the sewer lift station on the Project Prairie site. The County will have sole responsibility for lift station functions including but not limited to; operations, maintenance and regulatory compliance.

Figure 1 Project Prairie Site



The Authority also owns and controls the DeSoto Regional Transmission Main which currently delivers water to the Project Prairie Facilities in accordance with the 2005 Master Water Supply Contract (MWSC), as amended, from the Peace River Facility. The Authority's Phase 1 Regional Interconnect to the City of Punta Gorda will also be capable of delivering water to the Project Prairie Facilities in 2020.

The Interlocal Agreement (____, 2020) between the Authority and the County for Authority acquisition of the Project Prairie Facilities shall be referred to as the Project Prairie Interlocal Agreement. Under the terms of the Project Prairie Interlocal Agreement the Authority Executive Director and the DeSoto County Administrator are authorized to develop an Operational Protocol (Protocol) that sets forth the duties and obligations of the Authority and the County concerning the operation, maintenance and regulatory activities of the Project Prairie Facilities. This Operational Protocol fulfills the terms of the Project Prairie Interlocal Agreement.

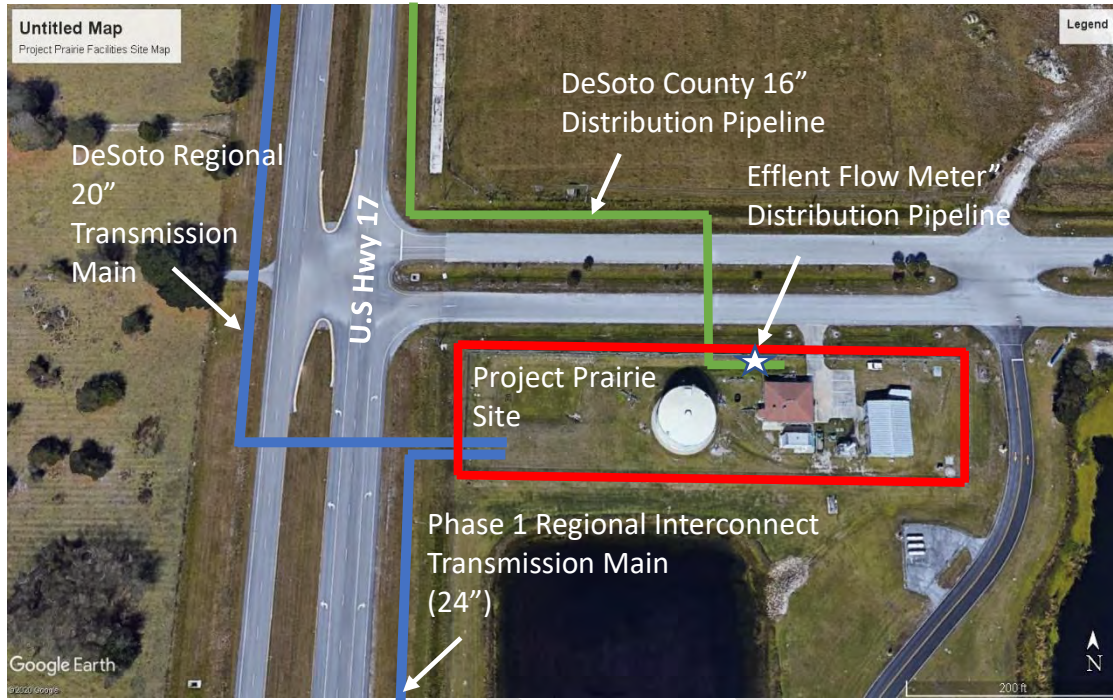
The intent of this Operational Protocol is to reduce overall operating expenses and avoid the duplication of efforts related to facilities operation and maintenance or other services that can otherwise be provided more effectively through cooperation.

Figure 2 depicts the Project Prairie Facilities relative to the Authority's Regional Transmission System. Figure 3 shows the Project Prairie Facilities, the connection of these facilities to the Authority's DeSoto Regional Transmission Main, the Phase 1 Regional Interconnect Transmission Main and the DeSoto County Distribution Pipeline along US 17.

Figure 2. Project Prairie Location Map



Figure 3 (Project Prairie Pipeline Connections)



Water Delivery Operations for Project Prairie Facilities.

1. Normal Operating Conditions

Water from the Authority’s Regional Water System will be delivered to the Site from the Peace River Facility via the DeSoto Regional Transmission Main, or from the Shell Creek Water Treatment Facility via the Phase 1 Regional Interconnect Transmission Main.

- a. The Project Prairie Facilities will be used in a manner which assures that adjustments to disinfectant residual in that supply and water pumped into the DeSoto County Distribution Pipeline allow Desoto County to meet its water quality and operational requirements.
- b. In addition to the use described in “a” above, and without modifying the assurance provided in “a” above, future modifications at this Site are expected to support chemical adjustment and pumping of water north or south through the Authority’s regional transmission system (via the DeSoto Regional Transmission Main and the Phase 1 Regional Interconnect Transmission Main).

2. Temporary or Emergency Operating Conditions

Temporary conditions, such as during emergencies or scheduled maintenance events may require other delivery conditions such as those summarized below:

- a. By-Pass Project Prairie Facilities at 769 – all Regional delivery of water via the DeSoto Regional Transmission Main to DeSoto will be to the County distribution line on U.S. 17 via the regional connection at County Road 769 and U.S. 17.
- b. Bypass Project Prairie Storage and High Service Pump Station (HSPS) Facilities – all regional delivery of water will be from the Phase 1 Regional Interconnect to the DeSoto County distribution system connection at the Site.
- c. Bypass Project Prairie storage tank with regional water delivery directly to the HSPS.
- d. Bypass the Project Prairie Facility and deliver Regional water via the interconnect at U.S. 17 and Sunny Breeze Dr.

General Operating Instructions

The Authority will deliver potable water in accordance with the MWSC. For purposes of this Operational Protocol and the MWSC, the delivery point for the potable water from the Authority shall be the Project Prairie Facility Effluent flowmeter (see Figure 3), which shall be called the Project Prairie Delivery Point. Provided the Authority has delivered potable water meeting the above criteria at the Project Prairie Delivery Point, DeSoto County will assume operational responsibility subject to the terms and conditions of the MWSC and this Operational Protocol for maintaining water quality and meeting quantity and pressure requirements through the County's distribution system connected there-to; any future modifications to the facility shall not impair or interfere with the County's ability to provide quality water or to meet the operational requirements of its distribution system.

DeSoto County's Operational Responsibilities at Project Prairie Facility:

- (1) monitor and adjust the volume of water in the ground storage tank;
- (2) manage quality of potable water in the ground storage tank;
- (3) operate the HSPS at the site to maintain flow rates and line pressures per the MWSC and/or Desoto County distribution system requirements;
- (4) at DeSoto County's cost, adjust water chemistry to meet DeSoto County criteria for finished potable water. This will include chemical and other costs associated with free chlorine burn activities should the County choose to perform those;
- (5) ensure that the MWSC standards for water quality and pressure are maintained with the Project Prairie Facilities;
- (6) provide a certified operator on-site as required by permit and State rule to operate the Project Prairie Facilities; and
- (7) provide preventative maintenance and minor corrective maintenance to the Project Prairie Facilities as needed or as in accordance with the Operational Manual.
- (8) Perform all monitoring and sampling as required and identified in the FDEP PWS permit for the facility.

Delivery of potable water from the Authority shall be metered as required by the MWSC. The current billing meter at the Peace River Facility for the DeSoto Regional Transmission Main and the new Phase 1 Regional Interconnect Transmission Main billing meter located at the Punta Gorda Shell Creek WTP shall be used for delivery and billing under the MWSC. The metering configurations, billing meter locations, and this Operating Protocol may be revised if new Delivery Points are added to the Authority's DeSoto Regional 20" Transmission Main or Phase 1 Regional 24" Transmission Main.

The operation of the system shall be consistent with the operational requirements of the County's utility system. The Authority shall remotely monitor operations of the Project Prairie Facilities and maintain security enabled remote operational capabilities in the event of emergency or as otherwise directed by the Executive Director after consultation with DeSoto County.

Any dispute concerning operation of the Project Prairie Facility shall be resolved as provided in Section 19 of the Project Prairie Interlocal Agreement.

Health and Safety

Protecting health and safety is of the utmost importance to the Authority and to DeSoto County. On all matters related to health and safety regarding the Project Prairie Facilities, DeSoto County and the Authority shall make every reasonable effort to coordinate the operations of the County and Authority systems, including during declarations of emergency, in order to ensure that adequate water quality and pressure is maintained.

Regulatory Agency Coordination

The Authority shall be responsible for providing potable water in accordance with the MWSC to the Project Prairie Delivery Point. The Authority shall immediately notify the DeSoto County Utility Director (or designee) if the Authority determines that the potable water quality being delivered to the Project Prairie Delivery Point does not meet the required standards of the MWSC. The Authority shall be responsible for all notices required to its Customers as a result of the delivery of water to the Project Prairie Delivery Point that does not meet the minimum water quality standards of the State. DeSoto County shall be responsible for all notices required under the County's PWS number.

The Authority and County shall coordinate on required regulatory compliance reporting relating to the Project Prairie Facilities. Depending on final reporting requirements, one or both parties may be required to submit compliance reports. Such responsibilities will be determined and agreed to in writing.

The County shall be responsible for providing potable water that meets the requirements of the MWSC and regulatory requirements of all governmental bodies with regulatory oversight from the Project Prairie Delivery Point through the Project Prairie Facilities and into the County transmission system. The County shall be responsible for providing proper

notifications to the regulatory agencies and the Authority should water quality not meet minimum standards as set forth in State Rule for those portions of the system under its operational control. Any regulatory actions as a result of not meeting minimum standards beyond the Project Prairie Delivery Point shall be the responsibility of the County, provided the Authority fulfilled its obligations to provide water to the Project Prairie Delivery Point in accordance with the MWSC. The County shall be responsible for any regulatory notices required as a result of minimum water quality criteria of the State not being met downstream of the Project Prairie Delivery Point.

In addition, the County shall be responsible for any and all notifications and regulatory compliance associated with any 'free chlorine burn' of the County's distribution system that originates at the Project Prairie Facility.

If a notice of violation is received by either party on any part of its system, a copy of the violation will be sent to the other party within three business days of receipt.

In order to ensure that the water quality criteria required by the MWSC are met, if the County is operating the Project Prairie Facilities during any declared emergency by DeSoto County for all matters related to health and safety, the County Administrator shall have decision making authority to take reasonable appropriate corrective action as it relates to operating that portion of the Authority facilities at the Project Prairie site within the immediate 24 hour period following the declaration of an emergency. The County shall provide telephonic notice to the Authority within 24 hours of declaring an emergency. Upon giving notice, any correction actions must be developed jointly by the Parties.

Flushing to Maintain Residuals

Any flushing required to maintain the Authority's Project Prairie Facilities shall be performed by the Authority in a manner which does not interfere with or impair the County's distribution system. Any water used to flush the Project Prairie Facilities shall be the financial responsibility of the Authority. Flushing required to maintain water quality within the DeSoto distribution system shall be the responsibility of the County.

Record Keeping and Reporting

The County and the Authority shall develop the Operational Manual for the Project Prairie Facilities, which shall describe the maintenance and service requirements for such items as (but not limited to):

- a. Storage tank;
- b. HSPS;
- c. Generator;
- d. Chemical trim equipment;
- e. Appurtenances including gate valves, air release valves, and meters;
- f. Site mowing and landscape trimming;
- g. Maintenance schedules/performance criteria.

The Operational Manual should describe at a minimum the following items:

1. Record keeping of the identified equipment maintenance (format, frequency, etc.)
2. Identify the performance criteria or a maintenance schedule to support the Project Prairie Facilities.
3. Describe the cause and effect of identified deficiencies within the Operational Manual to include the notice process and the corrective action process and a resolution process.

Operations Coordination Committee

The Authority will establish an Operations Coordination Team of Authority and County staff that will meet as needed to discuss the routine operation, reporting and the maintenance schedule identified in the Operational Manual and by this Operational Protocol. The Operations Coordination Protocol shall consist of the Authority's System Operations Manager and the County's Utility Director and other staff they may designate. The Operations Coordination Team will be responsible for developing and administering the annual operating budget and discussing operational and coordination issues associated with the Authority facilities covered in the Operational Manual and this Operational Protocol.

In the event that the Operations Coordinating Committee cannot agree on a specific issue, the Executive Director of the Authority and DeSoto County Administrator shall make the final decision on the reporting and maintenance schedule. In no way does this decision-making power imply that the Executive Director of the Authority has the ability to override DeSoto County's method of operation or compel the County to operate the Project Prairie Facilities at a loss or within a manner that the County deems to be inconsistent with public safety.

Budgeting and Invoicing

Each year the County and the Authority shall develop a schedule and proposed budget for the operation and maintenance of the Project Prairie Facilities. The proposed budget will include staffing the Facility by the County and the cost of routine daily maintenance, as described within the Operational Manual. The proposed budget for the Project Prairie Facilities shall be completed and transmitted to the Authority by March 1st of each year and thereafter will be included in the Authority's tentative budget as transmitted by the County.

The County shall bill the Authority on a quarterly basis for providing staffing, emergency maintenance and regular minor maintenance and equipment pursuant to the Authority approved budget. The cost for labor supplied by the County will include salary plus benefits. The Authority is responsible for all costs provided in the Authority-approved budget associated with the operation of the Project Prairie Facilities. The County will operate the Project Prairie Facilities within the limits of the budget. If the County suspects

that actual cost will exceed the Authority-approved budget, they will provide immediate written notice of the potential additional costs. The Authority shall only be liable for expenses over the Authority-approved budget if such expenses are approved by the Authority, which approval shall not be unreasonable withheld. Any dispute concerning budget or payment matters shall be resolved as provided in Section 19 of the Project Prairie Interlocal Agreement.

The County shall maintain records and documents pertaining to the operational and maintenance expenses incurred. Invoices will be sent by the County to the Authority on or about the 15th of each month following the end of each fiscal quarter. The Authority will review, approve if appropriate, and pay these quarterly billings within 30 days of receipt unless there is a dispute regarding the invoice by the Authority.

Changes in Operational Flows

Normal operation is for water to be delivered from the Authority's regional transmission system to the Project Prairie Facilities where it will undergo chemical adjustment and then be pumped into the DeSoto County potable water distribution system. Under certain temporary or emergency conditions, as defined within the Operational Manual and by this Operational Protocol, both the Authority and the County agree that it may be necessary to change the operation of these facilities, possibly bypassing the storage tank or the high service pumping station or both. In the event of such a temporary or emergency condition, the County and the Authority will jointly cooperate to accommodate the operational change. Within 3 weeks following any such change, the Operations Coordination Team will convene to discuss the changes, resulting effects, if any, and remedial actions, budget amendments, or revised operational protocol needed.

Activities & Responsibilities

The County shall be responsible for all required site visits by certified WTP Operators as required by FDEP permit and all regular daily/weekly maintenance activities on the Project Prairie Facilities, which may include cleaning and flushing, equipment testing, exercising valves, routine adjustments to facilities, upkeep and minor repair of electrical components, upkeep and repair of the SCADA system, exercising back-up power units, and other such activities as defined within the Operational Manual. Any supplies procured by the County to conduct such activities shall be procured in accordance with DeSoto County Procurement policies. The Authority shall be responsible for mowing and landscape trimming at the Site.

Emergency repairs to the Project Prairie Facilities will be conducted by the County and in coordination with the Authority to the extent practicable. Emergency repairs to the Authority Facilities will not jeopardize County supply operations, nor will emergency repairs performed by DeSoto County on their own facilities at the site jeopardize the Authority Project Prairie Facilities or Regional infrastructure. The emergency repairs process shall be defined within the Operational Manual to include, but not be limited to,

the notice process, repair process, approval process, and such process to identify the tasks associated with the emergency repairs.

The Authority shall coordinate with the County regarding scheduled non-emergency maintenance activities for the Project Prairie Facilities. Non-emergency maintenance activities should be clearly identified in the Operational Manual to include a defined notice process to assure that neither the Authority nor the County's daily operations are not compromised during the scheduled event.

The Authority, its staff, and contractors shall perform the scheduled non-emergency maintenance activities for the Project Prairie Facilities. Such Authority activities should be defined within the Operational Manual and may include: cleaning of storage tanks, painting of facilities, routine tank repair, routine transmission system repairs, removal and replacement of components, pump replacement, other long-term capital improvement expenses, replacement items, landscape maintenance, and items not specifically included in the annual budget.

Such Authority activities shall be scheduled in a manner that does not conflict with the County's operations to the extent practicable. All activities will be performed in a manner that is consistent with the permits, and restrictions that exist on-site. The Authority shall provide enough advanced notice to DeSoto County so that disruption to daily operations is minimized and work is staged in such a manner as to not substantially interfere with the County's operations.

Insurance & Indemnification

The Authority will be responsible for maintaining insurance coverage on the Authority's Project Prairie Facilities. The amount and type of insurance coverage required will be based on current Authority procurement guidelines that are in place at the time a contract is let by the Authority.

In no manner does this Operational Protocol waive sovereign immunity of the Parties. Each party shall be solely responsible for the activities and injuries of its employees and contractors as described in the Interlocal Agreement.

Disputes

Before the commencement of any legal proceedings, in the event that the Parties disagree regarding the interpretation of this Operational Protocol, or the fulfillment of obligations required hereunder, either Party must first request in writing a meeting, to occur within thirty (30) days of such written notice, in which the disagreement will be discussed by the Authority's Executive Director and the County Administrator. Should the dispute not be resolved within thirty (30) days of such meeting, the Chair of the Authority's Board of Directors and the Chair of the County's Commission shall meet within thirty (30) days in an effort to resolve the dispute. Should the dispute still not be resolved within thirty (30) days of the Chairs' meeting, the Parties may then pursue any available legal remedies. This

Operational Protocol may be enforced by the Parties in any manner authorized by law, and does not preclude any Party from seeking judicial or administrative remedies for violation of the terms and conditions of this Operational Protocol. Each Party shall bear its own costs and attorney’s fees related to disputes prior to commencement of any legal proceedings.

Contact List

Organization	Contact Number	Title
DeSoto Co.	863-491-7500	Utilities Director
DeSoto Co.	863-990-0722	Operations Supervisor
DeSoto Co.	863-491-7500	Utilities Coordinator
PRMRWSA	651-788-6292	PRF Operations Supervisor
PRMRWSA	863-244-1542	PRF Maintenance Supervisor
PRMRWSA	941-806-9967	System Operations Manager
PRMRWSA	239-297-2472	Construction Manager

IN WITNESS WHEREOF, Authority and DeSoto County have executed or have caused this Operational Protocol to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Operational Protocol.

DESOTO COUNTY

By: Mandy J. Hines, _____ date
 County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
 Donald D. Conn County Attorney

AUTHORITY

**PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY**

By: Mike Coates, _____ date
Executive Director

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Authority Attorney

DRAFT

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

REGULAR AGENDA
ITEM 3

Pay and Classification Study – Findings and Recommendations (Evergreen Solutions)

Presenter - Jessica Benson, HR Coordinator
Angele Yazbec, Senior Consultant
Evergreen Solutions

Recommended Action - **Motion** to accept ‘Pay and Classification Study’ (Evergreen Solutions, August 2021) and implement ‘Authority Pay Plan’ revisions as recommended.

According to the policy adopted in the Authority’s Pay Plan, the Authority is to conduct a formal Classification and Compensation study at least once every 3 - 5 years and localized salary surveys are performed in the interim years by Authority staff. The last formal Classification and Compensation Study was performed by The Archer Company in 2018 with results presented to the Board in December 2018.

In accordance with policy, Authority staff contracted with Evergreen Solutions in October 2020 to perform a Salary Survey Market Analysis and Internal Equity Analysis. The primary mechanism for assessing market equity is a salary survey of the organization's job classifications compared to a group of market peers. Seventeen (17) market peers in the geographic area from Tampa to Fort Myers provided data for the survey.

Multiple factors affect the Authority’s ability retain current employees and make new hires including a shortage of skilled labor, competition from other employers, and an increase in the Florida minimum wage. Considering today’s market, a revised compensation strategy that will increase the salary range to the 60th percentile of the market position rather than be at the mid-range (50th percentile) is proposed. Recommendations are contained in the Salary Survey Market Analysis for the Authority to remain competitive in the tight labor market, and correct its standing in the market where inequity is identified. Evergreen Solutions recommends the Authority administer a 5% upward adjustment to the pay ranges and has recommended pay grade reclassifications to bring the Authority’s average actual salaries in line with the market. The recommended pay range adjustment would affect six current employees with a total annualized cost of \$10,339.

Budget Action: No action needed.

Attachments:

- Tab A Presentation Materials
- Tab B Pay and Classification Study (Evergreen Solutions, August 2021)
- Tab C Proposed Authority Pay Plan Revisions (October 1, 2021)

TAB A
Presentation Materials

Compensation & Classification Study for Peace River Manasota Regional Water Supply Authority



Presentation of Results



October 1, 2021

0

Agenda

- Study Process
- Employee Outreach
- Current Conditions
- Compensation Philosophy
- Classification Review
- Compensation Review
- New Pay Plan
- Implementation Method and Cost

1

Study Process

Completed Tasks:

- ✓ Conducted department head interviews and employee focus groups via Zoom.
- ✓ Assessed conditions of the current pay system.
- ✓ Reviewed Authority's compensation philosophy.
- ✓ Conducted an internal equity analysis by reviewing Job Assessment Tool (JAT) input.
- ✓ Conducted external equity analysis by surveying the market to determine competitive salary ranges.



2

2

Study Process (Continued)

- ✓ Revised pay plan to be competitive and at the Authority's desired market position (60th percentile).
- ✓ Individually assigned classifications to a pay grade/range.
- ✓ Developed optional methods for implementing the revised plan/pay ranges.
- ✓ Estimated annualized salary costs (for each option) for implementing the proposed plan.
- ✓ Prepared and provided Draft and Final Reports.



3

3

Study Process (Continued)

Remaining Tasks:

- Provide training in study methodology to HR.
- Prepare/provide revised draft job descriptions.



4

4

Employee Outreach

Received feedback from employees and department heads:

- Respective jobs are rewarding, and employees enjoy working for a highly reputable organization.
- The Authority offers an excellent benefits package.
- Methods for pay progression were not clear.
- There was not enough opportunity for career advancement within job families.



5

5

Current Conditions

Reviewed type of pay plan administered:

- One open-range
 - 25 grades
 - 55% range spreads

Grade	Minimum	Midpoint	Maximum	Range Spread
110	\$29,890	\$38,109	\$46,329	55.0%
111	\$31,384	\$40,014	\$48,646	55.0%
112	\$32,954	\$42,016	\$51,078	55.0%
113	\$34,601	\$44,117	\$53,632	55.0%
114	\$36,332	\$46,322	\$56,313	55.0%
115	\$38,148	\$48,639	\$59,129	55.0%
116	\$40,055	\$51,071	\$62,086	55.0%
117	\$42,058	\$53,624	\$65,190	55.0%
118	\$44,161	\$56,305	\$68,449	55.0%
119	\$46,369	\$59,120	\$71,872	55.0%
120	\$48,688	\$62,077	\$75,466	55.0%
121	\$51,122	\$65,181	\$79,239	55.0%
122	\$53,678	\$68,440	\$83,201	55.0%
123	\$56,362	\$71,862	\$87,361	55.0%
124	\$59,180	\$75,454	\$91,729	55.0%
125	\$62,139	\$79,228	\$96,315	55.0%
126	\$65,246	\$83,188	\$101,132	55.0%
127	\$68,508	\$87,348	\$106,189	55.0%
128	\$71,934	\$91,716	\$111,498	55.0%
129	\$75,530	\$96,302	\$117,072	55.0%
130	\$79,307	\$101,117	\$122,926	55.0%
131	\$83,272	\$106,173	\$129,072	55.0%
132	\$87,436	\$111,481	\$135,526	55.0%
133	\$91,807	\$117,055	\$142,302	55.0%
134	\$96,398	\$122,908	\$149,418	55.0%
Overall				55.0%

Current Conditions (Continued)

Reviewed employees' salaries within pay ranges:

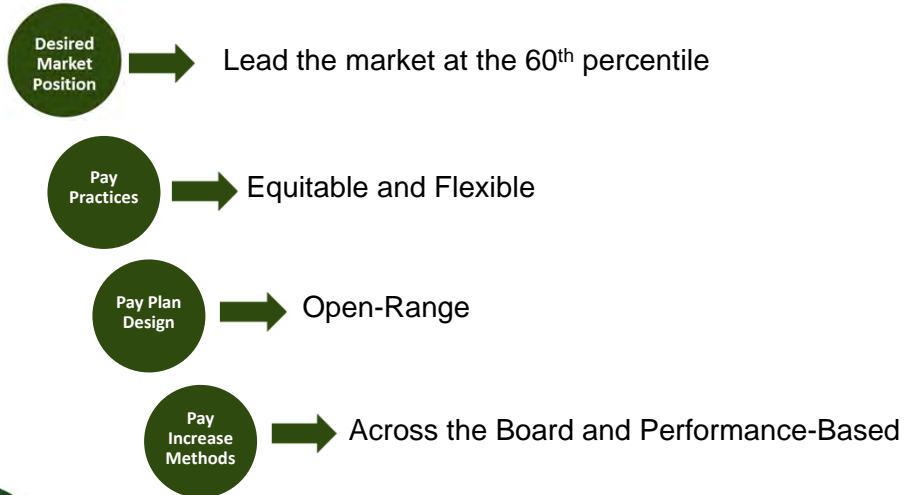
1st Quartile	2nd Quartile	3rd Quartile	4th Quartile
6.3%	35.4%	22.9%	35.4%



Midpoint is typically considered "market" as employees receiving pay at this point should be proficient and satisfactorily performing the duties of their classification.

Compensation Philosophy

Reviewed the Authority's compensation philosophy:



8

Classification Review

- Reviewed employee input and supervisor review of JATs;
- Utilizing compensable factor scoring methodology, determined classification hierarchy/**internal equity**;
- Made appropriate changes to classification system.

9

Compensation Review

Conducted a salary survey;
collected salary range data
from 18 public-sector peers:

- for 47 benchmark classifications;
representing cross-section of
organization and salary grades
- average number of matches for
each classification of 8.0
- not all peers had matches for all
benchmark classifications

Market Peers
Tampa Bay Water
Southwest Florida Water Management District
South Florida Water Management District
St. Johns River Water Management District
Suwannee River Water Management District
Toho Water Authority
City of Bradenton, FL
City of Clearwater, FL
City of North Port, FL
City of Punta Gorda, FL
City of Sarasota, FL
City of St. Petersburg, FL
City of Tampa, FL
Charlotte County, FL
Desoto County, FL
Hillsborough County, FL
Lee County, FL
Manatee County, FL
Pasco County, FL
Pinellas County, FL
Sarasota County, FL

*Red indicates data obtained from peer

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Compensation Review (Continued)

Collected salary range data for benchmark classifications (subset of all);
conducted **external equity** analysis by comparing the data at the desired
market position:

Comparison at the 60th Percentile

Benchmark	Differential at the Range Minimum	Differential at the Range Midpoint	Differential at the Range Maximum
Overall Average	-5.0%	-4.3%	-3.8%

* Results indicate the average of the differentials to current plan for benchmark classifications.

11

Proposed Pay Plan

- **Retains the following design features:**
 - Open-range
 - Pay grades: 25
 - Range spread: 55%

 - Adjusted ranges 5% to attain desired market position

- **Individually slotted classifications** - utilizing both internal and external equity.

Proposed Pay Plan

Grade	Minimum	Midpoint	Maximum	Range Spread
110	\$31,384.50	\$40,014.45	\$48,645.45	55.0%
111	\$32,953.20	\$42,014.70	\$51,078.30	55.0%
112	\$34,601.70	\$44,116.80	\$53,631.90	55.0%
113	\$36,331.05	\$46,322.85	\$56,313.60	55.0%
114	\$38,148.60	\$48,638.10	\$59,128.65	55.0%
115	\$40,055.40	\$51,070.95	\$62,085.45	55.0%
116	\$42,057.75	\$53,624.55	\$65,190.30	55.0%
117	\$44,160.90	\$56,305.20	\$68,449.50	55.0%
118	\$46,369.05	\$59,120.25	\$71,871.45	55.0%
119	\$48,687.45	\$62,076.00	\$75,465.60	55.0%
120	\$51,122.40	\$65,180.85	\$79,239.30	55.0%
121	\$53,678.10	\$68,440.05	\$83,200.95	55.0%
122	\$56,361.90	\$71,862.00	\$87,361.05	55.0%
123	\$59,180.10	\$75,455.10	\$91,729.05	55.0%
124	\$62,139.00	\$79,226.70	\$96,315.45	55.0%
125	\$65,245.95	\$83,189.40	\$101,130.75	55.0%
126	\$68,508.30	\$87,347.40	\$106,188.60	55.0%
127	\$71,933.40	\$91,715.40	\$111,498.45	55.0%
128	\$75,530.70	\$96,301.80	\$117,072.90	55.0%
129	\$79,306.50	\$101,117.10	\$122,925.60	55.0%
130	\$83,272.35	\$106,172.85	\$129,072.30	55.0%
131	\$87,435.60	\$111,481.65	\$135,525.60	55.0%
132	\$91,807.80	\$117,055.05	\$142,302.30	55.0%
133	\$96,397.35	\$122,907.75	\$149,417.10	55.0%
134	\$101,217.90	\$129,053.40	\$156,888.90	55.0%

Implementation

Bring to New Minimum

- Calculations are performed to determine the relation of employees' salaries to the **proposed** minimums.
- Based on these calculations, employees' salaries are adjusted to the new pay grade minimums as needed.
- Employees' salaries above the proposed minimums are unaffected.
- The estimated annualized salary cost (base salary only) for this adjustment is \$10,338.81, and would impact six employees.

This methodology enables the Authority to put the revised pay plan in place.



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Thank You!

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TAB B
Pay and Classification Study (Evergreen Solutions, August 2021)

Pay and Classification Study for Peace River Manasota Regional Water Supply Authority, FL

FINAL REPORT



Evergreen Solutions, LLC

August 4, 2021

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Chapter 1 - Introduction

Evergreen Solutions, LLC (Evergreen) conducted a Pay and Classification Study for Peace River Manasota Regional Water Supply Authority (the Authority) beginning in October 2020. The purpose of the study was to analyze its classification and compensation (pay) system, and make recommendations to improve the Authority's competitive position in the labor market. The study activities involved analyzing the internal and external equity of the Authority's system and making recommendations in response to those findings.

Study tasks involved:

- holding a study kick-off meeting;
- analyzing the Authority's current salary structure (pay plan) to determine its strengths and weaknesses;
- conducting employee outreach by conducting virtual focus group sessions;
- facilitating discussions with the Authority's project team to develop an understanding of its compensation philosophy;
- collecting classification information through the Job Assessment Tool (JAT) process to analyze the internal equity of the Authority's classification system;
- developing recommendations for improvements to classification titles as appropriate;
- conducting a market survey to assess the external equity (market competitiveness) of the Authority's current pay system;
- revising or developing a new competitive pay structure (pay plans) and slotting classifications into each while ensuring internal and external equity;
- developing the most appropriate method for transitioning employees' salaries into a revised pay structure (plan);
- providing the Authority with information and strategies regarding compensation and classification administration;
- preparing and submitting draft and final reports that summarize the study findings and recommendations; and



- updating job descriptions to reflect recommended classification changes and employee responses to the JAT, and Fair Labor Standards Act (FLSA) status recommendations.

1.1 STUDY METHODOLOGY

Evergreen used a combination of quantitative and qualitative methods to develop recommendations to improve the Authority's competitive position for its compensation system. Study activities included:

Kick-off Meeting

The kick-off meeting allowed members of the study team from the Authority and Evergreen to discuss different aspects of the study. During the meeting, information about the Authority's compensation (pay plans), classification structure and current pay philosophy was shared and the work plan for the study was finalized. The meeting also provided an opportunity for Evergreen to explain the types of data needed to begin the study.

Assessment of Current Conditions

This analysis provided an overall assessment of the Authority's current pay structure (plans) and related employee data at the time of the study. The current pay plans and the progression of employees' salaries through the pay ranges were examined during this process. The findings of this analysis are summarized in **Chapter 2** of this report.

Employee Outreach

Employee outreach was conducted virtually. The orientation sessions were facilitated through voiceover PowerPoint slides to help employees learn about the purpose of the study and receive specific information related to their participation in the study process. Evergreen consultants also conducted virtual focus group sessions with employees to identify practices that were working well and to suggest areas of opportunities for improvement regarding the compensation system and classification system. The feedback received during both these methods is summarized in **Chapter 3** of this report.

Compensation Philosophy

Evergreen conducted meetings with the Authority's project team to develop an understanding of its position with regard to employee compensation. Several key factors were examined and provided the framework for the recommended compensation system and related pay practices.



Classification Review - Internal Equity Analysis

To assess the internal equity of the Authority's classification system, all employees were asked during employee outreach to complete a JAT to describe the work they performed in their own words. Supervisors were then asked to review their employees' JATs and provide additional information as needed about the position. The information provided in the completed JAT's was utilized in the classification analysis in two ways. First, the work described was reviewed to ensure that classification titles were appropriate. Second, the JAT's were evaluated to quantify, by a scoring method, each classification's relative value within the organization. Each classification's score was based on employee and supervisor responses to the JAT, and the scores allowed for a comparison of classifications across the Authority.

Salary Survey – External Equity Analysis

For the market survey, peers were identified that compete with the Authority for human resources and provide similar services. Classifications representing a cross-section of the departments and levels of work were selected as benchmarks for the salary survey. After the selection of peers and benchmarks, a survey tool was developed for the collection of salary range data for each benchmark. The salary data collected during this survey were analyzed, and a summary provided which can be found in **Chapter 4** of this report.

Recommendations

During the review of the compensation philosophy, the Authority identified its desire to be at a minimum, competitive with the labor market, and possibly establish a lead market position. Understanding this, and utilizing the findings of the analysis of both internal and external equity, a revised classification and compensation system were developed. Recommendations were also provided on how to maintain the compensation system going forward. A summary of all study findings and recommendations can be found in **Chapter 5** of this report.

1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Assessment of Current Conditions
- Chapter 3 – Summary of Employee Outreach
- Chapter 4 – Market Summary
- Chapter 5 – Recommendations



Chapter 2 – Assessment of Current Conditions

This chapter provides an overall assessment of the compensation system in place for employees at the Authority. Data included reflect the demographics in place at the time of the study and should be considered a snapshot in time. This review of the pay structure (pay plan) and employees' salaries provided a baseline for further review throughout the course of this study, though were not sufficient cause for recommendations in isolation. By conducting this assessment, Evergreen gained a better understanding of the Authority's compensation structure and pay practices in place and identified issues for both further review and potential revision.

2.1 ANALYSIS OF PAY PLAN

The Authority administered a single open-range pay plan for 48 employees. The Executive Director position was not included in this analysis as the position is not included in the pay plan and the salary is determined on a contractual basis. The pay plan is shown in **Exhibit 2A** with the following details: the value of each pay range at the minimum, the calculated midpoint, the pay range maximum; the range spread for each range (the distance between the pay range minimum and maximum); the midpoint progression (the distance between the midpoints of adjacent pay ranges) between pay ranges; the number of unique classification titles with incumbents by pay grade; and the number of employees in each pay grade.

As shown in **Exhibit 2A**, the Authority's pay plan featured 25 pay ranges, ten of which did not have classifications assigned to them (therefore considered vacant) at the time of the study. The plan featured constant range spreads of 55 percent and constant midpoint progressions of five percent. Both range spreads and progressions are within what is considered best practice for an open-range plan: i.e. range spreads of 50 to 70 percent and range progressions appropriate for the plan's structure.



EXHIBIT 2A
PAY PLAN

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression	# of Filled Position Titles	Employees
110	\$29,890	\$38,109	\$46,329	55.0%	-	0	0
111	\$31,384	\$40,014	\$48,646	55.0%	5.0%	3	4
112	\$32,954	\$42,016	\$51,078	55.0%	5.0%	1	2
113	\$34,601	\$44,117	\$53,632	55.0%	5.0%	0	0
114	\$36,332	\$46,322	\$56,313	55.0%	5.0%	4	9
115	\$38,148	\$48,639	\$59,129	55.0%	5.0%	3	3
116	\$40,055	\$51,071	\$62,086	55.0%	5.0%	3	5
117	\$42,058	\$53,624	\$65,190	55.0%	5.0%	1	1
118	\$44,161	\$56,305	\$68,449	55.0%	5.0%	6	9
119	\$46,369	\$59,120	\$71,872	55.0%	5.0%	0	0
120	\$48,688	\$62,077	\$75,466	55.0%	5.0%	0	0
121	\$51,122	\$65,181	\$79,239	55.0%	5.0%	2	2
122	\$53,678	\$68,440	\$83,201	55.0%	5.0%	0	0
123	\$56,362	\$71,862	\$87,361	55.0%	5.0%	1	1
124	\$59,180	\$75,454	\$91,729	55.0%	5.0%	5	5
125	\$62,139	\$79,228	\$96,315	55.0%	5.0%	0	0
126	\$65,246	\$83,188	\$101,132	55.0%	5.0%	0	0
127	\$68,508	\$87,348	\$106,189	55.0%	5.0%	0	0
128	\$71,934	\$91,716	\$111,498	55.0%	5.0%	2	2
129	\$75,530	\$96,302	\$117,072	55.0%	5.0%	0	0
130	\$79,307	\$101,117	\$122,926	55.0%	5.0%	1	1
131	\$83,272	\$106,173	\$129,072	55.0%	5.0%	0	0
132	\$87,436	\$111,481	\$135,526	55.0%	5.0%	2	2
133	\$91,807	\$117,055	\$142,302	55.0%	5.0%	1	1
134	\$96,398	\$122,908	\$149,418	55.0%	5.0%	1	1
Overall				55.0%	5.0%	36	48



The plan provided pay ranges for the classifications, as displayed in **Exhibit 2B**; or 52 classification titles, 15 of which were vacant.

EXHIBIT 2B CLASSIFICATION TITLES

Classification Title	Classification Title
Accounting Administrative Associate I*	Land and Environmental Services Manager
Accounting Clerk I*	Maintenance Supervisor
Accounting Clerk II*	Mechanic I
Accounting Clerk III	Mechanic II
Administrative Secretary I*	Mechanic Lead
Administrative Secretary II	Network Administrator II
Agency Clerk	Operations Specialist I*
Chemist II	Operations Specialist II
Construction Manager	Operations Supervisor
Deputy Director/Water Resources Division Director	Project Engineer I*
Electrician I	Project Engineer II*
Electrician II	Project Engineer III
Engineering and Projects Manager	Project Manager I*
Environmental Specialist I*	Project Manager II
Environmental Specialist II	Project Manager III*
Environmental Specialist III	Resource Supply and Planning Manager
Executive Director	Sludge Dewatering Technician II
Facility Maintenance Specialist	Sludge Dewatering Technician*
Finance/Administration Manager	System Operations Manager
Human Resources Coordinator	Transmission Operator II
Instrumentation Technician II	Transmission System Operator I*
Instrumentation Technician, Lead	Utility Worker
Instrumentation/Electrical Assistant*	Water Plant Operator - A
IT Network Administrator II*	Water Plant Operator - B
IT Systems Technician I	Water Plant Operator - C
Lab Supervisor	Water Plant Operator Trainee*

* Vacant classification

2.2 GRADE PLACEMENT ANALYSIS

When assessing the effectiveness of a pay plan and associated policies, it is helpful to analyze where employee salaries stand in comparison to their classification's salary range. Identifying areas where there are clusters of employee salaries can illuminate potential pay progression concerns within a pay plan. It should be noted that employee salaries, and the progression of the same, is associated with an organization's compensation philosophy—specifically, the method of salary progression and the availability of resources. Therefore, the placement of

employee salaries should be viewed with this context in mind. The Authority provided an average of four percent salary increase when approved by the board.

Below or at Minimum and at or Above Maximum

In general, placement of an employee's salary at a classification's grade minimum would generally indicate a newer employee or an employee that was recently promoted into a classification who has not had the opportunity or experience needed to progress through the range. In contrast, an employee at or near the maximum of their grade is generally an employee with longer tenure who has had the opportunity or experience necessary to progress towards the top of the salary range.

Exhibit 2C displays the percentage of employees compensated at or below the salary range minimum and at or above the salary range maximum of their respective pay. Employees not included in this exhibit are compensated somewhere between the upper and lower thresholds. The percentages presented are based on the total number of employees in that grade. As can be seen, no employees were compensated at or below their pay range minimum, three (6.3 percent) were compensated at their pay grade maximum, and none were compensated above their pay grade maximum.

EXHIBIT 2C
BELOW OR AT MINIMUM AND AT OR ABOVE MAXIMUM BY PAY GRADE

Grade	Employees	Below Min		At Min		At Max		Above Max	
		#	%	#	%	#	%	#	%
111	4	0	0.0%	0	0.0%	0	0.0%	0	0.0%
112	2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
114	9	0	0.0%	0	0.0%	0	0.0%	0	0.0%
115	3	0	0.0%	0	0.0%	0	0.0%	0	0.0%
116	5	0	0.0%	0	0.0%	0	0.0%	0	0.0%
117	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
118	9	0	0.0%	0	0.0%	1	11.1%	0	0.0%
121	2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
123	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
124	5	0	0.0%	0	0.0%	0	0.0%	0	0.0%
128	2	0	0.0%	0	0.0%	1	50.0%	0	0.0%
130	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
132	2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
133	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
134	1	0	0.0%	0	0.0%	1	100.0%	0	0.0%
Overall	48	0	0.0%	0	0.0%	3	6.3%	0	0.0%



Above or Below Midpoint

In addition to assessing the number of employees at minimum and maximum, an analysis was conducted to determine the number of employees below and above salary range midpoint. Employees with salaries close to the midpoint of a pay range should be fully proficient in their classification and require minimal supervision to complete their job duties while performing satisfactorily. Within this framework, grade midpoint is commonly considered to be the salary an individual could reasonably expect for similar work in the market. Therefore, it is important to examine the percentage and number of employees with salaries above and below the calculated midpoint. **Exhibit 2D** displays the percentage of employees compensated below and above the pay range midpoint of their respective classification's grade/range.

**EXHIBIT 2D
BELOW AND ABOVE MIDPOINT BY PAY GRADE**

Grade	Employees	< Mid		> Mid	
		#	%	#	%
111	4	4	100.0%	0	0.0%
112	2	1	50.0%	1	50.0%
114	9	6	66.7%	3	33.3%
115	3	2	66.7%	1	33.3%
116	5	3	60.0%	2	40.0%
117	1	0	0.0%	1	100.0%
118	9	2	22.2%	7	77.8%
121	2	1	50.0%	1	50.0%
123	1	0	0.0%	1	100.0%
124	5	1	20.0%	4	80.0%
128	2	0	0.0%	2	100.0%
130	1	0	0.0%	1	100.0%
132	2	0	0.0%	2	100.0%
133	1	0	0.0%	1	100.0%
134	1	0	0.0%	1	100.0%
Overall	48	20	41.7%	28	58.3%

As shown, 20 employees (41.7 percent) were compensated below their pay range midpoint and 28 (58.3 percent) were compensated above. Based on the Authority's method of pay progression, such a distribution of salaries is to be expected—salaries are somewhat evenly distributed, with high performers having progressed more.



2.3 QUARTILE ANALYSIS

In this quartile analysis, each pay range is divided into four equal segments (quartiles) and employees are assigned a quartile based on where their current salary falls. While there is no best practice for what average tenure should be for each quartile, and other factors outside of the breadth of this analysis can impact placement (e.g. promotional and hiring practices), this analysis can be useful in revealing potential pay compression within a compensation system. Tenure data may provide some insight where salaries fall. However, pay progression should align with the Authority's pay philosophy which utilized a mix of across-the-board and merit increases.

Exhibit 2E shows the number of employees with salaries in each quartile of each range, along with the average overall tenure (i.e. how long an employee has been at the Authority). As displayed, 6.3 percent of employees fell into Quartile 1 of their respective range, 35.4 percent fell into Quartile 2, 22.9 percent fell into Quartile 3, and 35.4 percent fell into Quartile 4. Also, average tenure steadily increased through the quartiles: the average tenure in Quartile 1 was 3.3 years, then increased to 4.2 years in Quartile 2, increased to 8.5 years in Quartile 3, and increased to 12.6 years in Quartile 4.

With so very few employee salaries found in the first quartile, this may suggest that the Authority has had to hire employees significantly above the pay range minimum in order to be competitive. Additionally, a closer look reveals that employee salaries in lower pay grades tend to be clustered in the second and third quartiles, whereas those in higher pay grades tend to be clustered in the fourth quartile. This clearly reflects the Authority's pay progression practice of providing across-the-board pay increases. High performers have experienced additional progression, not only through their current pay range, but also via promotion into higher pay grades.



EXHIBIT 2E
QUARTILE ANALYSIS - TENURE

Grade	Employees	Avg. Tenure	1st Quartile			2nd Quartile			3rd Quartile			4th Quartile		
			#	%	Avg. Tenure	#	%	Avg. Tenure	#	%	Avg. Tenure	#	%	Avg. Tenure
111	4	3.4	2	50.0%	3.4	2	50.0%	3.4	0	0.0%	N/A	0	0.0%	N/A
112	2	2.9	0	0.0%	N/A	1	50.0%	2.0	1	50.0%	3.9	0	0.0%	N/A
114	9	6.8	0	0.0%	N/A	6	66.7%	3.9	3	33.3%	12.8	0	0.0%	N/A
115	3	3.2	0	0.0%	N/A	2	66.7%	3.7	0	0.0%	N/A	1	33.3%	2.2
116	5	4.9	0	0.0%	N/A	3	60.0%	4.2	1	20.0%	4.8	1	20.0%	7.2
117	1	14.9	0	0.0%	N/A	0	0.0%	N/A	0	0.0%	N/A	1	100.0%	14.9
118	9	10.3	0	0.0%	N/A	2	22.2%	7.4	4	44.4%	7.5	3	33.3%	16.1
121	2	6.0	1	50.0%	3.2	0	0.0%	N/A	1	50.0%	8.9	0	0.0%	N/A
123	1	8.0	0	0.0%	N/A	0	0.0%	N/A	1	100.0%	8.0	0	0.0%	N/A
124	5	10.3	0	0.0%	N/A	1	20.0%	5.0	0	0.0%	N/A	4	80.0%	11.6
128	2	21.4	0	0.0%	N/A	0	0.0%	N/A	0	0.0%	N/A	2	100.0%	21.4
130	1	5.7	0	0.0%	N/A	0	0.0%	N/A	0	0.0%	N/A	1	100.0%	5.7
132	2	6.0	0	0.0%	N/A	0	0.0%	N/A	0	0.0%	N/A	2	100.0%	6.0
133	1	21.2	0	0.0%	N/A	0	0.0%	N/A	0	0.0%	N/A	1	100.0%	21.2
134	1	14.1	0	0.0%	N/A	0	0.0%	N/A	0	0.0%	N/A	1	100.0%	14.1
Overall	48	8.5	3	6.3%	3.3	17	35.4%	4.2	11	22.9%	8.5	17	35.4%	12.6

2.4 DEPARTMENT DISTRIBUTION

As of October 2020, the Authority employed 49 employees, including the Executive Director, across five different departments. The following provides basic information (only) regarding how employees are distributed among departments.

Exhibit 2F depicts the number of classifications that are present in each department, along with the number and overall percentage of total employees by department. As illustrated, the largest department (in terms of employees) was Operations, with 32 employees representing 65.3 percent of the Authority's workforce.

**EXHIBIT 2F
EMPLOYEES AND CLASSIFICATIONS BY DEPARTMENT**

Department	Employees	Classifications	% Employees of Total
Executive Director	3	3	6.1%
Finance/Administration	2	2	4.1%
Operations	32	21	65.3%
Projects/Engineering	6	6	12.2%
Water Resources	6	6	12.2%
Overall	49	38*	100.0%

* There are a total of 52 classification titles in the Authority. The total displayed here differs due to vacant and duplicate classifications across departments.

2.5 SUMMARY

The information contained in this chapter identifies a number of strengths and weaknesses related to the overall structure of the compensation system for the Authority's employees. Notably, the following was found:

- **Pay Plan** – The pay plan utilized by the Authority was well-organized and in keeping with common industry practices, with constant range spreads (the distance between the minimum and maximum of a pay range) and midpoint progressions (the distance between the midpoints of adjacent pay ranges).
- **Salary Distribution** – Very few employee salaries were found at the low end of their respective pay range. Additionally, employee salaries in lower pay grades tended to be clustered in the second and third quartiles, whereas those in higher pay grades tended to be clustered in the fourth quartile. This distribution of salaries appears to be mostly aligned with the Authority's pay philosophy.

This analysis served as a starting point for the development of recommendations in this report. Paired with market data, Evergreen was able to make recommendations that will ensure that the compensation system in the Authority is structurally sound, competitive with the market, and equitable.



Chapter 3 – Summary of Employee Outreach

On November 18, 2020, an Evergreen consultant conducted a series of focus group sessions with employees of the Peace River Manasota Regional Water Supply Authority. Approximately 30 individuals attended three scheduled focus group sessions, which were conducted virtually. The objective of the sessions was to collect feedback regarding strengths and weaknesses of the Authority's current compensation and classification system directly from the employees. Focus group sessions typically lasted for approximately 45 minutes, which provided ample time for participants to provide their comments (perceptions) regarding the current compensation and classification system.

This chapter summarizes the comments made by focus group participants. It is important to note that the views shared in this summary are not necessarily supported by Evergreen nor Authority leaders and may not reflect actual policies and practices. Evergreen, however, used this information as a basis for further investigation throughout the course of the study. In all instances, Evergreen has removed any information that may identify the commenter.

3.1 GENERAL FEEDBACK

Although the purpose of the focus group sessions was to discuss the compensation and classification systems, the first two questions asked by the Evergreen consultant pertained to reasons employees came to work for the Authority and why they have remained employed with the Authority. This section provides feedback that is not directly related to compensation and classification, but is nonetheless important in framing the context of the study.

Important factors frequently shared by employees as reasons for coming to work for and/or remaining with the Authority included:

- **Benefits Package** – Praise was given by almost all focus groups regarding the generous benefits package provided by the Authority and was consistently cited as one of the biggest reasons why employees want to work there. Particular appreciation was expressed for the affordable employee-only health care coverage and access to an employee clinic.
- **Serving the Community** – Many focus group participants have a desire to help people and serve the community in which they live. The work performed at the Authority fulfills this desire and provides immense satisfaction.
- **Stability** – Many employees enjoy the job security that comes with working in the public sector. Many focus group participants pointed to the potentially volatile nature of private sector employment and took comfort in knowing that they can enjoy a considerable amount of stability with their current employment.



3.2 COMPENSATION

As already shown, focus group participants pointed to several aspects of their employment which they appreciate. There were, however some critiques that were expressed about compensation practices (both pay and benefits), polices, and procedures, including the following:

- **Across-the-Board Pay Increases** – Many focus group participants expressed frustration with the across-the-board pay increases offered by the Authority. The term “unfair” was used often in describing this method, with many citing the fact that some employees work harder than others, yet receive the same increase. As a result, there is little incentive to work hard and excel.
- **Pay Separation Between Positions** – Many employees stated that the difference in pay between certain positions, particularly between supervisors and subordinates, is not sufficient given the considerable increase in responsibility and workload for supervisors.
- **Pay Progression** – A common complaint among focus group participants was the seeming lack of pay progression. Many felt the only way they could receive pay increases was through promotion, the occasional cost-of-living adjustment (COLA), or obtaining additional certifications. Participants felt that regular pay increases outside of these means should be provided.
- **Compensation for Added Duties and Higher Workloads** – Several participants stated that they are short-staffed in their respective departments and, as a result, have had to take on additional duties or higher workloads. They stated that it becomes discouraging when this is not recognized with proportionally higher compensation. Specific suggestions included providing higher shift differential pay and on-call pay for these additional duties.

3.3 CLASSIFICATION

General comments provided by support staff employees related to classification included the following:

- **Career Path** – Many focus group participants stated that they do not believe there are opportunities for career advancement. Promotions can often be difficult to obtain—as the senior level positions are occupied. Therefore, if there were more tiers or levels within a job family, this would provide more opportunities to grow in responsibilities and receive appropriate pay increases.
- **Recruitment and Retention** - Employees stated that the Authority has noticeable recruitment and retention issues with the following classifications (in alphabetical order): Electrician, Instrument and Control Technician, and Utility Worker.



- **Job Descriptions** – While many employees said they did not have concerns regarding the job descriptions, others expressed concerns that additional duties have been added to the position over the years that are not represented in their job description.

3.4 SUMMARY

Many of the concerns that are reported above are common issues that exist in many organizations today with some being unique to the Authority. As with any organization, employees' perceptions of weaknesses in certain areas related to the current compensation and classification system could provide insight for areas of improvement, but are by no means the only source of assessing the Authority's system. Certainly, with the Authority's engagement of Evergreen to conduct this study, and this employee outreach, its commitment to understanding and seeking improvement in these areas is commendable.



Chapter 4 – Market Summary

This chapter provides a market analysis comparing the Authority's pay plan (salary ranges) to those at peer organizations. The data from targeted market peers were used to evaluate the overall compensation at the Authority at the time of this study. It is important to note that the market comparisons contained herein do not translate at the individual level and are instead used to provide an overall analysis. The utilized methodology is not intended to evaluate salaries paid to individuals. An employee's total compensation (salary and benefits) is determined through a combination of factors, which could include: the market conditions for a job, geographic location of the organization, the candidate's prior education and experience, or an individual's negotiation skills during the hiring process.

It should be noted that market comparisons are best thought of as a snapshot of current market conditions. In other words, market conditions can change, although they are likely to change less in response to economic fallout of the COVID-19 pandemic; therefore, these market survey findings will be helpful for the Authority to remain current with its peers under the present market conditions.

4.1 SALARY SURVEY RESULTS

Evergreen collected pay range information from target organizations utilizing a salary survey tool. The development of this tool included all of the Authority's classifications. The job title, a description of assigned duties, and the education and experience requirements for each classification were provided in the survey tool so that peers could determine if the position existed within their organization.

Evergreen received concurrence from the Authority's project team regarding the targets to which the survey was provided. Several factors were utilized when developing this peer list, including comparator characteristics such as: geographic proximity to the Authority, similar service offerings, organizations to which the Authority is competing with for quality applicants, and employee recommendations from focus group sessions. Due to the geographic proximity of the peers, data were analyzed without adjustments for cost-of-living. **Exhibit 4A** provides the list of 18 peer organizations from which salary range data were collected for 41 classifications.



**EXHIBIT 4A
MARKET PEERS**

Market Peers
Tampa Bay Water
Southwest Florida Water Management District
South Florida Water Management District
St. Johns River Water Management District
Suwannee River Water Management District
Toho Water Authority
City of Bradenton, FL
City of Clearwater, FL
City of North Port, FL
City of Punta Gorda, FL
City of Sarasota, FL
City of St. Petersburg, FL
City of Tampa, FL
Charlotte County, FL
Desoto County, FL
Hillsborough County, FL
Lee County, FL
Manatee County, FL
Pasco County, FL
Pinellas County, FL
Sarasota County, FL

***Bold** indicate data obtained from peer

The Authority expressed a desire to examine its overall pay plan compared to a more than competitive position with the market. Thus, to determine the position of the existing structure, Evergreen compared the Authority’s 2020 salary ranges to the 60th percentile of the peer market data. It is important to note that data presented in this chapter reflect the 60th percentile of the salary ranges reported by the peers for a given classification. The market range data presented in this chapter were not the sole criteria for the proposed pay ranges provided in the recommendations chapter of this report. Some classifications’ grade assignments vary from their associated market range due to the other factors, such as internal hierarchy. More detail on this analysis is provided in **Chapter 5**.



Exhibits 4B provides comparisons at the average market position, and contains the following information:

- The market salary range information for each classification. This indicates the 60th percentile of the minimum, midpoint, and maximum of the peer survey data for each benchmarked classification.
- The percent differentials (to the Authority’s existing salary ranges). A positive differential indicates the Authority pay range for these positions was above the targets’ 60th percentile for that classification at the minimum, midpoint, or maximum. A negative differential indicates the Authority’s pay range was below the 60th percentile for that classification. The final row provides the average percent differentials for the ranges’ minimum, midpoint, and maximum for all benchmarked classifications. This represents an average of all classifications’ differentials.
- The survey average range width. This provides the average range width for each classification surveyed determined by the average minimum and average maximum salaries of the respondents, relative to the minimum. The average range width for all the classifications is provided in the final row.
- The number of survey responses for each classification is provided in the final column. The average number of responses for all the classifications is provided in the final row of the exhibit.



EXHIBIT 4B
SALARY SURVEY SUMMARY—60TH PERCENTILE

Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Data Points
	Average	% Diff	Average	% Diff	Average	% Diff		
Accounting Administrative Associate I	\$51,313.98	-10.1%	\$65,284.39	-9.9%	\$79,493.58	-10.1%	54.7%	8
Accounting Clerk I	\$31,423.59	-5.0%	\$38,735.82	-1.6%	\$46,719.04	-0.8%	48.6%	13
Accounting Clerk II	\$35,313.11	-6.9%	\$44,141.43	-4.9%	\$52,969.76	-3.6%	52.0%	11
Accounting Clerk III	\$46,800.00	-25.2%	\$53,306.15	-14.0%	\$65,613.40	-15.3%	46.4%	6
Administrative Secretary I	\$33,298.70	-	\$39,633.51	-	\$47,272.05	-	48.4%	12
Administrative Secretary II	\$34,437.01	-4.4%	\$42,770.23	-1.8%	\$50,703.32	0.7%	53.3%	10
Agency Clerk	\$39,332.63	-3.1%	\$51,132.41	-5.0%	\$62,932.20	-6.2%	52.2%	6
Chemist II	\$46,869.61	-	\$59,460.41	-	\$72,990.39	-	56.8%	8
Construction Manager	\$69,646.59	-16.2%	\$89,106.24	-16.6%	\$109,033.57	-17.2%	57.1%	9
Deputy Director	\$94,637.51	1.8%	\$124,154.27	-1.0%	\$153,725.86	-2.8%	61.7%	7
Electrician I	\$43,309.75	-17.5%	\$52,454.35	-12.4%	\$59,931.02	-6.2%	47.0%	9
Electrician II	\$44,837.96	-	\$56,828.43	-	\$66,968.53	-	50.0%	8
Engineering and Projects Manager	\$80,784.25	12.8%	\$103,206.77	12.6%	\$127,026.63	11.2%	59.2%	6
Environmental Specialist I	\$44,960.13	-16.4%	\$59,282.86	-19.7%	\$72,831.76	-20.8%	58.5%	5
Environmental Specialist II	\$47,844.29	-8.0%	\$59,919.47	-6.2%	\$73,322.63	-6.9%	52.6%	7
Environmental Specialist III	\$49,804.46	2.6%	\$64,751.88	0.7%	\$79,699.29	-0.6%	58.1%	5
Facility Maintenance Specialist	\$40,517.83	-	\$49,452.09	-	\$58,624.54	-	48.9%	4
Finance and Administration Manager	\$77,288.25	2.6%	\$98,552.92	2.6%	\$114,067.05	7.5%	52.8%	10
HR Coordinator	\$50,864.87	-14.1%	\$65,508.19	-15.1%	\$79,356.49	-14.8%	56.8%	10
Instrumentation & Controls Technician I	\$40,587.01	-11.1%	\$49,756.89	-7.2%	\$60,286.47	-6.8%	47.3%	7
Instrumentation & Controls Technician II	\$47,382.23	-16.8%	\$56,517.69	-10.1%	\$68,379.72	-9.6%	47.7%	7
Instrumentation Lead	\$54,239.38	-20.5%	\$63,411.28	-11.9%	\$71,904.86	-4.9%	42.4%	5
IT Network Administrator II	\$60,771.71	-2.7%	\$79,449.90	-5.2%	\$96,201.39	-4.8%	54.6%	13
IT System Technician I	\$48,912.51	-43.7%	\$61,601.85	-42.5%	\$75,272.20	-43.0%	48.7%	5
Laboratory Supervisor	\$68,092.49	-14.0%	\$87,129.37	-14.4%	\$104,775.70	-13.3%	58.1%	9
Land & Environmental Services Manager	\$69,099.96	4.0%	\$89,597.88	2.3%	\$109,938.94	1.4%	57.8%	7
Maintenance Lead	\$45,162.85	-2.2%	\$56,728.32	-0.7%	\$66,325.12	3.2%	46.1%	8
Maintenance Mechanic I	\$35,138.73	3.3%	\$43,619.29	6.0%	\$53,921.04	4.3%	45.9%	11
Maintenance Mechanic II	\$39,270.35	-2.9%	\$48,018.83	1.3%	\$58,953.97	0.3%	41.9%	9
Maintenance Supervisor	\$53,175.29	10.7%	\$69,126.30	8.8%	\$85,077.30	7.5%	53.3%	8
Operations Specialist I	\$39,804.97	-9.1%	\$51,227.30	-10.1%	\$62,649.64	-10.7%	58.7%	5
Operations Specialist II	\$51,802.48	-15.9%	\$64,325.10	-13.3%	\$76,847.73	-11.6%	50.2%	3
Operations Supervisor	\$55,199.21	7.0%	\$71,752.09	5.0%	\$87,133.12	5.1%	54.6%	9
Project Engineer I	\$53,516.09	5.2%	\$69,569.13	3.2%	\$85,841.67	1.8%	58.3%	9
Project Engineer II	\$69,567.61	-11.3%	\$89,623.17	-12.3%	\$111,304.39	-14.4%	58.1%	11
Project Engineer III	\$75,962.45	-5.4%	\$98,760.65	-7.4%	\$121,558.84	-8.6%	57.7%	11
Project Manager I	\$47,887.01	6.5%	\$62,580.97	4.1%	\$77,274.93	2.5%	62.1%	3
Project Manager II	\$62,192.00	-9.8%	\$79,300.00	-9.8%	\$96,408.00	-9.8%	52.0%	6
Project Manager III	\$64,731.71	-	\$78,315.16	-	\$96,389.45	-	53.3%	5
Resource Management and Planning Manager	\$80,122.34	8.7%	\$103,234.25	7.7%	\$126,346.15	7.0%	60.6%	4
Systems Operations Manager	\$73,219.74	17.7%	\$92,984.51	18.1%	\$112,749.27	18.3%	57.3%	6
Transmission System Operator II	\$41,311.63	1.8%	\$50,884.80	5.2%	\$60,457.97	7.5%	49.4%	3
Utility Worker	\$29,357.33	6.7%	\$37,219.18	7.2%	\$44,578.00	8.7%	50.1%	9
Water Plant Operator A	\$47,469.44	-	\$60,166.59	-	\$72,353.37	-	50.4%	12
Water Plant Operator B	\$40,977.77	-2.3%	\$53,261.86	-4.2%	\$63,318.82	-2.0%	49.4%	12
Water Plant Operator C	\$37,933.30	-4.3%	\$48,659.59	-4.9%	\$57,732.75	-2.5%	46.8%	13
Water Plant Operator Trainee	\$31,652.60	4.0%	\$41,443.53	1.4%	\$49,040.53	4.1%	48.8%	11
Overall Average		-5.0%		-4.3%		-3.8%	52.7%	8.0

Market Minimums

A starting point of the analysis was to compare the peer’s market minimum for each classification to the Authority’s range minimums. Market minimums are generally considered an entry level salary for employees who meet the minimum qualifications of a classification. Employees with salaries at or near the range minimums typically have not



mastered the job and probably have not acquired the skills and experience necessary to be fully proficient in their classification.

As **Exhibit 4B** illustrates for the surveyed classifications, the Authority was, on average, approximately 5.0 percent below the 60th percentile market position at the minimum of the respective salary ranges.

Market Midpoints

Market midpoints are important to consider because they are commonly recognized as the salary point at which employees are fully proficient in performing their work. As such, midpoint is often considered as the salary point at which a fully proficient employee could expect his or her salary to be placed.

As **Exhibit 4B** illustrates for the surveyed classifications, the Authority was, on average, approximately 4.3 percent below the 60th percentile market position at the midpoint of the respective salary ranges.

Market Maximums

In this section, salary range maximums are compared to the peers' average of maximums for each benchmarked classification. The market maximum is significant as it represents the upper limit salary that an organization might provide to retain and/or reward experienced and high performing employees. Additionally, being competitive at the maximum allows organizations to attract highly qualified individuals for in-demand classifications.

As **Exhibit 4B** illustrates for the surveyed classifications, the Authority was, on average, approximately 3.8 percent below the 60th percentile market position at the maximum of the respective salary ranges.

4.2 MARKET SUMMARY

It should again be noted that the standing of a classification's pay range compared to the market is not a definitive assessment of an individual employee's salary being equally above or below market. A salary range does, however, speak to the Authority's general ability to recruit and retain talent over time. If a range minimum is significantly lower than the market would offer, the Authority could find itself losing out to its market peers when it seeks to fill a position. It is equally true that range maximums lower than the market maximums may serve as a disincentive for experienced employees to remain at the Authority. From the analysis of the data gathered and discussed above, the benchmark classifications' ranges were generally found to be slightly below the Authority's desired position of leading the labor market at the 60th percentile.



Chapter 5 - Recommendations

The analysis of the Authority's classification and compensation system revealed some areas of opportunity for improvement. Evergreen focused primarily on developing a more competitive pay plan, as well as reviewing and making recommendations to the classification structure. Study recommendations, as well as the findings that led to each, are discussed in this chapter.

5.1 CLASSIFICATION SYSTEM

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications, or positions, which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in the classifications to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles and inconsistent titles across departments.

In the analysis of the Authority's classification system, Evergreen collected classification data through the Job Assessment Tool (JAT) and Management Issues Tool (MIT) processes. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the Authority's classifications. In addition, the MIT process provided supervisors an opportunity to provide specific recommendations regarding the pay or classification of positions in their areas. Evergreen reviewed and utilized the data provided in the JATs and MITs as a basis for the classification recommendations below.

FINDING

Overall, the classification system utilized by the Authority was sound. However, there were a few instances of titles for positions that could be modified to better reflect the tasks assigned to the position, and additional room for career growth.

RECOMMENDATION 1: Revise the titles of some classifications to better reflect job duties.

Exhibit 5A provides a list of the recommended changes to the classification system. Not listed are minor changes (e.g., spelling out abbreviated words) or classifications that are not recommended to be changed; however, listed are modifications to entire classifications. The foundation for these recommendations was the work performed by employees as described in their JATs, best practice in the Human Resources field, or unique needs which required a specific titling method.



**EXHIBIT 5A
PROPOSED CLASSIFICATION CHANGES**

Current Classification Title	Proposed Classification Title
Accounting Clerk I	Accounting Associate I
Accounting Clerk II	Accounting Associate II
Accounting Clerk III	Accounting Associate III
Administrative Secretary I	Administrative Assistant I
Administrative Secretary II	Administrative Assistant II
*New title	Administrative Assistant III
Construction Manager	Construction Manager I
*New title	Construction Manager II
Deputy Director/Water Resources Division Director	Deputy Director
Engineering and Projects Manager	Director of Engineering
System Operations Manager	Director of Operations
Instrumentation/Electrical Assistant	Electrician I
Electrician I	Electrician II
Electrician II	Electrician III
Finance/Administration Manager	Finance and Budget Sr. Manager
Instrumentation and Controls Technician, Lead	Instrumentation and Controls Technician III
*New title	IT Systems Technician II
*New title	IT Systems Technician III
Lab Supervisor	Lab Manager
Maintenance Supervisor	Maintenance Manager
Mechanic Lead	Mechanic III
*New title	Network Administrator I
*New title	Network Administrator III
Operations Supervisor	Operations Manager
Resource Supply and Planning Manager	Resource Supply and Planning Director
*New title	Transmission System Operator III
Sludge Dewatering Technician	Utility Technician I
Utility Worker	Utility Technician I
Sludge Dewatering Technician II	Utility Technician II

FINDING

When comparing the Authority's current job descriptions to the work described by employees in the JATs, Evergreen noted some tasks that were missing from the current job descriptions. This can happen over a period of time if the descriptions are not reviewed and updated on a regular basis. Some tasks in one classification are often reassigned to another classification. As such, these changes make it necessary that the Authority continues to update its job descriptions annually to ensure each job description accurately reflects the work performed.



RECOMMENDATION 2: Revise all job descriptions to include updated classification information provided in the JAT, and review job descriptions annually for accuracy.

The process of reviewing and updating the Authority's job descriptions, as well as comments received from employees and supervisors during outreach, revealed that the descriptions did not, in some cases, accurately reflect current work performed. To minimize this becoming a concern again in the future, Evergreen recommends a regular review of these descriptions, including FLSA status determinations.

A review of the employee's assigned job classification (description) should occur at least annually. Review of the FLSA determination for exempt or non-exempt status as well as other aspects of the job, (such as physical requirements required to perform essential functions) will also ensure consistent, continuous compliance with the Americans with Disabilities Act (ADA) protection. At the time of this report, Evergreen was in the process of revising the job descriptions for all classifications. The descriptions will be provided to the Authority under separate cover.

5.2 COMPENSATION SYSTEM

The compensation system analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the Authority's pay ranges for selected benchmark classifications were compared to the average of the identified market. Details regarding the external market assessment were provided in **Chapter 4** of this report.

During the internal equity assessment, consideration of the relationships between positions and the type of work being performed by the Authority employees were reviewed and analyzed. Specifically, a composite score was assigned to each of the classifications that quantified the classification's level of five separate compensatory factors (leadership, working conditions, complexity, decision-making, and relationships). The level for each factor was determined based on responses to the JAT. The results of both analyses were utilized when developing the recommendations below.

FINDING

The Authority's salary ranges were overall found to be slightly behind the market at the minimum, midpoint, and maximum. Implementing a revised competitive pay structure (pay plans) would provide the Authority with an improved ability to attract, hire and retain employees.

RECOMMENDATION 3: Increase the Authority's pay ranges by five percent to catch-up with the market minimum at the 60th percentile; slot all classifications into the plan based on external and internal equity; and implement by transitioning employees' salaries into the revised plan.

Exhibit 5B shows the revised open-range pay plan. This plan has 25 pay grades and constant range spreads of 55 percent.



**EXHIBIT 5B
PROPOSED PAY PLAN**

Grade	Minimum	Midpoint	Maximum	Range Spread
110	\$31,384.50	\$40,014.45	\$48,645.45	55.0%
111	\$32,953.20	\$42,014.70	\$51,078.30	55.0%
112	\$34,601.70	\$44,116.80	\$53,631.90	55.0%
113	\$36,331.05	\$46,322.85	\$56,313.60	55.0%
114	\$38,148.60	\$48,638.10	\$59,128.65	55.0%
115	\$40,055.40	\$51,070.95	\$62,085.45	55.0%
116	\$42,057.75	\$53,624.55	\$65,190.30	55.0%
117	\$44,160.90	\$56,305.20	\$68,449.50	55.0%
118	\$46,369.05	\$59,120.25	\$71,871.45	55.0%
119	\$48,687.45	\$62,076.00	\$75,465.60	55.0%
120	\$51,122.40	\$65,180.85	\$79,239.30	55.0%
121	\$53,678.10	\$68,440.05	\$83,200.95	55.0%
122	\$56,361.90	\$71,862.00	\$87,361.05	55.0%
123	\$59,180.10	\$75,455.10	\$91,729.05	55.0%
124	\$62,139.00	\$79,226.70	\$96,315.45	55.0%
125	\$65,245.95	\$83,189.40	\$101,130.75	55.0%
126	\$68,508.30	\$87,347.40	\$106,188.60	55.0%
127	\$71,933.40	\$91,715.40	\$111,498.45	55.0%
128	\$75,530.70	\$96,301.80	\$117,072.90	55.0%
129	\$79,306.50	\$101,117.10	\$122,925.60	55.0%
130	\$83,272.35	\$106,172.85	\$129,072.30	55.0%
131	\$87,435.60	\$111,481.65	\$135,525.60	55.0%
132	\$91,807.80	\$117,055.05	\$142,302.30	55.0%
133	\$96,397.35	\$122,907.75	\$149,417.10	55.0%
134	\$101,217.90	\$129,053.40	\$156,888.90	55.0%

Evergreen slotted each proposed classification into the appropriate pay range in the pay plan. Both internal and external equity were analyzed when slotting the classifications. Assigning pay grades to classifications requires a balance of internal equity, desired market position, and recruitment and retention concerns. Thus, market range data shown in **Chapter 4** were not the sole criteria for the proposed pay ranges. Some classifications' grade assignments varied from their associated market range due to the other factors mentioned above. **Exhibit 5C** shows the proposed pay grades for classifications in the pay plan.



EXHIBIT 5C
PROPOSED PAY GRADES

Classification Title	Proposed Pay Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
Administrative Assistant I	111	\$ 32,953.20	\$ 42,014.70	\$ 51,078.30
Accounting Associate I				
Administrative Assistant II	112	\$ 34,601.70	\$ 44,116.80	\$ 53,631.90
Utility Technician I				
Administrative Assistant III				
Transmission System Operator I	113	\$ 36,331.05	\$ 46,322.85	\$ 56,313.60
Utility Technician II				
Water Plant Operator Trainee				
Accounting Associate II				
Instrumentation and Controls Technician I	114	\$ 38,148.60	\$ 48,638.10	\$ 59,128.65
IT Systems Technician I				
Agency Clerk				
Electrician I	115	\$ 40,055.40	\$ 51,070.95	\$ 62,085.45
Mechanic I				
Water Plant Operator - C				
Chemist I				
Electrician II				
Environmental Specialist I				
Instrumentation and Controls Technician II	116	\$ 42,057.75	\$ 53,624.55	\$ 65,190.30
IT Systems Technician II				
Mechanic II				
Operations Specialist I				
Transmission System Operator II				
Water Plant Operator - B	117	\$ 44,160.90	\$ 56,305.20	\$ 68,449.50
Accounting Associate III				
Chemist II				
Environmental Specialist II	118	\$ 46,369.05	\$ 59,120.25	\$ 71,871.45
Facility Maintenance Specialist				
IT Systems Technician III				
Electrician III				
Instrumentation and Controls Technician III				
Mechanic III	119	\$ 48,687.45	\$ 62,076.00	\$ 75,465.60
Operations Specialist II				
Transmission System Operator III				
Water Plant Operator - A				
Chemist III				
Human Resources Coordinator	121	\$ 53,678.10	\$ 68,440.05	\$ 83,200.95
Project Manager I				



**EXHIBIT 5C
PROPOSED PAY GRADES**

Classification Title	Proposed Pay Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
Environmental Specialist III Network Administrator I Project Engineer I	122	\$ 56,361.90	\$ 71,862.00	\$ 87,361.05
Project Manager II Construction Manager I Network Administrator II	123	\$ 59,180.10	\$ 75,455.10	\$ 91,729.05
Project Engineer II Lab Manager Maintenance Manager Network Administrator III Operations Manager	124	\$ 62,139.00	\$ 79,226.70	\$ 96,315.45
Construction Manager II Project Manager III Land and Environmental Services Manager Project Engineer III	125	\$ 65,245.95	\$ 83,189.40	\$ 101,130.75
Finance and Budget Sr. Manager Director of Engineering Director of Operations Resource Supply and Planning Director	126	\$ 68,508.30	\$ 87,347.40	\$ 106,188.60
Deputy Director	127	\$ 71,933.40	\$ 91,715.40	\$ 111,498.45
	128	\$ 75,530.70	\$ 96,301.80	\$ 117,072.90
	130	\$ 83,272.35	\$ 106,172.85	\$ 129,072.30
	133	\$ 96,397.35	\$ 122,907.75	\$ 149,417.10
	134	\$ 101,217.90	\$ 129,053.40	\$ 156,888.90

After assigning pay grades to classifications, the next step was to develop appropriate methods (options) for transitioning employees' salaries into the proposed plans. This was done utilizing equitable methods (options) for calculating salaries in the plans and determining whether adjustments were necessary to individual salaries to bring them to their calculated salary. Evergreen calculated and provided optional transition methods for implementing the new plans. The Authority was considering the following option at the time of this report.

Bring to New Minimums

First, employees' salaries were compared to the minimums of their classification's proposed pay ranges for all plans. If an employee's salary was below his or her classification's pay range minimum, an adjustment was proposed to raise the individual's salary to the minimum. A benefit to this preliminary adjustment is that it provides a basis for all other adjustment calculations. Additionally, best practice within Human Resources is to have all employees' salaries fall within the pay range of their classification.

Utilizing this approach, adjustments were recommended for six employees with a total approximate annualized (salary only) cost of **\$10,338.81**.



5.3 SYSTEM ADMINISTRATION

The Authority's compensation system will continue to require periodic maintenance. The recommendations provided to improve the competitiveness of the plan were developed based on conditions at the time the data were collected. Without proper upkeep, the potential for recruitment and retention issues may increase as the compensation system becomes dated and less competitive.

RECOMMENDATION 4: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues, and make changes to pay grade assignments if necessary.

While it is unlikely that the pay structure (plans) in total will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If the Authority is experiencing difficulty high turnover or challenges with recruiting one or more classifications, the Authority should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s).

RECOMMENDATION 5: Conduct a comprehensive classification and compensation study every three to five years, subject to budget constraints and as market conditions are warranted.

Small-scale salary surveys can improve the market position of specific classifications, but it is recommended that a full classification and compensation study be conducted every three to five years to preserve both internal and external equity. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the Authority in less than desirable position for recruiting and retaining quality employees.

RECOMMENDATION 6: Review and revise, as appropriate, existing pay practice guidelines including those for determining salaries of newly hired employees, progressing employee salaries through the pay plans and determining pay increases for employees who have been promoted to a different classification.

The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, and transfers depends largely on an organization's compensation philosophy. It is important for the Authority to have established guidelines for each of these situations, and to ensure that they are followed consistently for all employees. Common practices for progressing and establishing employee salaries are outlined below.

New Hire Salaries

Typically, an employee holding the minimum education and experience requirements for an existing classification is hired at or near the classification's pay grade minimum. Sometimes, for recruiting purposes an organization might need to consider the ability to offer salaries to new employees that consider prior related experience. It is recommended that the Authority continue its current practices of establishing new hire salaries while preserving the internal equity of employees' salaries within each classification to the extent possible. Current



employees' salaries should be improved, to some degree with implementation of the new plans and the proposed potential adjustments to employees' salaries.

Salary Progression

There are several common methods for salary progression including cost of living adjustments (COLA)/across the board and performance-based. The Authority currently utilizes both methods to progress salaries. It is recommended that the Authority continuously evaluate its practices to progress employees' salaries and if necessary, make improvements to preserve equitable pay practices, particularly in the administration of the employee performance evaluation process.

5.4 SUMMARY

The recommendations in this chapter provide an update to the compensation and classification system for the Authority employees. Upon implementation, the Authority's competitiveness in the labor market will be improved and have a responsive compensation system for several years to come. While the upkeep of this will require work, the Authority will find that having a highly competitive compensation system that enhances strong recruitment and employee retention is well worth this commitment.



TAB C
Proposed Authority Pay Plan Revisions (October 1, 2021)



Pay Plan Revisions October 2021

Revision 1: Increase Pay Grade by 5% (Min, Mid, and Max Values)

Current Pay Grade			
Grade	Minimum	Midpoint	Maximum
110	\$29,890	\$38,109	\$46,329
111	\$31,384	\$40,014	\$48,646
112	\$32,954	\$42,016	\$51,078
113	\$34,601	\$44,117	\$53,632
114	\$36,332	\$46,322	\$56,313
115	\$38,148	\$48,639	\$59,129
116	\$40,055	\$51,071	\$62,086
117	\$42,058	\$53,624	\$65,190
118	\$44,161	\$56,305	\$68,449
119	\$46,369	\$59,120	\$71,872
120	\$48,688	\$62,077	\$75,466
121	\$51,122	\$65,181	\$79,239
122	\$53,678	\$68,440	\$83,201
123	\$56,362	\$71,862	\$87,361
124	\$59,180	\$75,454	\$91,729
125	\$62,139	\$79,228	\$96,315
126	\$65,246	\$83,188	\$101,132
127	\$68,508	\$87,348	\$106,189
128	\$71,934	\$91,716	\$111,498
129	\$75,530	\$96,302	\$117,072
130	\$79,307	\$101,117	\$122,926
131	\$83,272	\$106,173	\$129,072
132	\$87,436	\$111,481	\$135,526
133	\$91,807	\$117,055	\$142,302
134	\$96,398	\$122,908	\$149,418

Proposed Revised Pay Grades			
Grade	Minimum	Midpoint	Maximum
110	\$31,385	\$40,014	\$48,645
111	\$32,953	\$42,015	\$51,078
112	\$34,602	\$44,117	\$53,632
113	\$36,331	\$46,323	\$56,314
114	\$38,149	\$48,638	\$59,129
115	\$40,055	\$51,071	\$62,085
116	\$42,058	\$53,625	\$65,190
117	\$44,161	\$56,305	\$68,450
118	\$46,369	\$59,120	\$71,871
119	\$48,687	\$62,076	\$75,466
120	\$51,122	\$65,181	\$79,239
121	\$53,678	\$68,440	\$83,201
122	\$56,362	\$71,862	\$87,361
123	\$59,180	\$75,455	\$91,729
124	\$62,139	\$79,227	\$96,315
125	\$65,246	\$83,189	\$101,131
126	\$68,508	\$87,347	\$106,189
127	\$71,933	\$91,715	\$111,498
128	\$75,531	\$96,302	\$117,073
129	\$79,307	\$101,117	\$122,926
130	\$83,272	\$106,173	\$129,072
131	\$87,436	\$111,482	\$135,526
132	\$91,808	\$117,055	\$142,302
133	\$96,397	\$122,908	\$149,417
134	\$101,218	\$129,053	\$156,889

Revision 2: Changes in Classification Titles and Pay Grades

Current Titles	Proposed Title Changes	Current Pay Grade	Proposed Pay Grade	# of Employees in Classification
Administrative Secretary I	Administrative Assistant I	110	111	
Accounting Clerk I	Accounting Associate I	110	112	
Administrative Secretary II	Administrative Assistant II	112	112	2
Utility Worker	Utility Technician I	111	112	3
*New title	Administrative Assistant III		113	
Transmission System Operator I	*same title	115	113	
Sludge Dewatering Technician	Utility Technician II	111	113	1
Water Plant Operator Trainee	*same title	112	113	
Accounting Clerk II	Accounting Associate II	112	114	
Instrumentation and Controls Technician I	*same title	114	114	
IT Systems Technician I	*same title	111	114	1
Agency Clerk	*same title	115	115	1
Instrumentation/Electrical Assistant	Electrician I	112	115	
Mechanic I	*same title	114	115	1
Water Plant Operator - C	*same title	114	115	6
*New title	Chemist I		116	
Electrician I	Electrician II	114	116	1
Environmental Specialist I	*same title	115	116	
Instrumentation and Controls Technician II	*same title	116	116	2
*New title	IT Systems Technician II		116	
Mechanic II		115	116	1
Operations Specialist I	*same title	114	116	
Transmission System Operator II	*same title	117	116	1
Water Plant Operator - B	*same title	116	117	2
Accounting Clerk III	Accounting Associate III	114	118	1
*New title	Chemist II	121	118	1
Environmental Specialist II	*same title	118	118	1
Facility Maintenance Specialist	*same title	118	118	1
*New title	IT Systems Technician III		118	
Electrician II	Electrician III	115	119	1
Instrumentation and Controls Technician, Lead	Instrumentation and Controls Technician	118	119	1
Mechanic Lead	Mechanic III	118	119	1
Operations Specialist II	*same title	118	119	1
*New title	Transmission System Operator III		119	
Water Plant Operator - A	*same title	118	119	4
Chemist II	Chemist III	121	121	
Human Resources Coordinator	*same title	118	121	1
Project Manager I	*same title	121	121	
Environmental Specialist III	*same title	121	122	1
*New title	Network Administrator I		122	
Project Engineer I	*same title	123	122	
Project Manager II	*same title	123	123	
Construction Manager	Construction Manager I	124	124	1
Network Administrator II	*same title	124	124	1
Project Engineer II	*same title	125	125	
Lab Supervisor	Lab Manager	126	126	1
Maintenance Supervisor	Maintenance Manager	126	126	1
*New title	Network Administrator III		126	
Operations Supervisor	Operations Manager	126	126	1
*New title	Construction Manager II		127	
Project Manager III	*same title	127	127	2
Land and Environmental Services Manager	*same title	128	128	1
Project Engineer III	*same title	128	128	1
Finance/Administration Manager	Finance and Budget Sr. Manager	130	130	1
Engineering and Projects Manager	Director of Engineering	133	133	
System Operations Manager	Director of Operations	133	133	1
Resource Supply and Planning Manager	Resource Supply and Planning Director	132	133	1
Deputy Director/Water Resources Division Director	Deputy Director	134	134	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021**

**REGULAR AGENDA
ITEM 4**

Legislative Priorities for 2022

Presenters -

Mike Coates, Executive Director
Laura Donaldson; Manson Bolves Donaldson Varn

Recommended Action -

Motion to adopt Legislative Priorities for 2022.

The proposed legislative priorities for 2022 will be presented to each of the Authority members' respective County Delegation meetings and in Tallahassee during the 2022 Legislative Session.

Budget Action: No action needed

Attachments:

Legislative Priorities for 2022 [Draft]

**Peace River Manasota Regional Water Supply Authority
Legislative Priorities 2022**

Issue	Legislative/ Regulatory	Activity
STATE		
State Water Infrastructure Funding <ul style="list-style-type: none"> • Support State funding for Authority water projects that strengthen resiliency of the regional system. • Support State funding for alternative water supply with priority given to regional projects. • Support funding of State trust funds established in existing statutes. <ul style="list-style-type: none"> ○ Water Protection and Sustainability Program; and ○ West-Central Florida Water Restoration Action Plan. 	Legislative	Submit project applications for State funding. Monitor and participate in legislative process
Monitor legislation that may be proposed resulting from the framework developed by the Florida Potable Reuse Commission.	Legislative	Monitor legislative process
Monitor legislation that may revise aquifer storage and recovery requirements and support any legislation that would benefit the Authority's ASR program.	Legislative	Monitor legislative process
Monitor legislation that sets or requires DEP to adopt rules setting maximum PFAS standards and remediation/liability requirements.	Legislative	Monitor legislative process
Monitor legislation that may implement Blue Green Algae Task Force or Stormwater Technical Advisory Committee recommendations.	Legislative	Monitor legislative process
Support confirmation of Southwest Florida Water Management District Governing Board Member appointments.	Legislative	Support Senate confirmations
Monitor legislation that impacts how the Authority operates, including impacts to independent special districts.	Legislative Committee	Monitor process
Support acquisition by the State and SWFWMD of lands to enhance water management and supply.	Multiple Agencies	Participate in process
Monitor Florida's implementation of Florida's assumption of the Clean Water Act Section 404 Program.	Multiple Agencies	Monitor process

**Peace River Manasota Regional Water Supply Authority
Legislative Priorities 2022**

Issue	Legislative/ Regulatory	Activity
FEDERAL		
Support the continuation of tax-exempt financing and preserve the ability of water systems to use tax-exempt bonds.	Legislative	Monitor
Support the continuation of U.S. EPA as the lead agency for security at drinking water facilities and the explicit prohibition on the disclosure of security program information under federal, state and local information laws.	Legislative and U.S. EPA	Monitor
Support research to impacts of climate change on the viability and sustainability of drinking water supplies.	Legislative and U.S. EPA	Monitor
Monitor the Clean Water Rule: Definition of 'Waters of the United States'.	U.S. EPA	Monitor

STATE ISSUES

'Through cooperation and collaboration, the Authority and its members shall create, maintain and expand a sustainable, interconnected regional water supply system.'

State Water Infrastructure Funding

- Water Projects that Strengthen Resiliency of the Regional System

The Authority has successfully constructed a regional water system providing drinking water to Charlotte, DeSoto and Sarasota counties. The regional water system is based on alternative water supply in a water critical area designated as the Southern Water Use Caution Area ("SWUCA") by the Southwest Florida Water Management District ("SWFWMD"). The key to the water system is storage by utilizing off-stream reservoirs to capture a small percentage of seasonal high flows from the Peace River. This yields a reliable drinking water supply for the region while preserving the freshwater flow needed to support Charlotte Harbor estuary downstream. An additional off-stream reservoir at the Peace River Facility is needed to support regional economic growth and ensure that the needs of existing and future users are met. The expansion of the regional transmission system to create interconnectivity is also a key component in regional water resiliency. The Authority will submit State budget water project funding applications for inclusion in the State budget.

- Alternative Water Supply Funding

The State budget for FY 2021-2022 appropriated \$40 million to establish a water resource development grant program to help communities plan for and implement conservation, reuse, and other water supply and water resource development projects. Priority funding will be given to regional projects in the areas of greatest need and for projects that provide the greatest benefit. The Department of Environmental Protection ("DEP") is to identify and research all viable alternative water supply resources and provide an assessment of funding needs critical to supporting Florida's growing economy.

- FY2021-22 Water Protection Funds – Resilient Florida Grant Program

Grant funding is available from the State through the DEP FY 2021-2022 Water Protection Funds – Resilient Florida Grant Program for projects that will improve infrastructure resiliency. Applications for this program were due August 30, 2021.

- Funding of Trust Funds

State statute currently establishes trust funds through the Water Protection and Sustainability Program (Sections 403.890 and 403.891, Florida Statutes ("F.S.)) and West-Central Florida Water Restoration

Action Plan (Section 373.0363, F.S.) that provide allocation of state funding through the water management districts. The Authority received funding through these trust funds in the past and supports funding for these trust funds in the State budget.

The Authority supports the allocation of State funds for water infrastructure without creating additional bureaucracy by establishing a state water board or council.

Potable Reuse Commission

The Florida Potable Reuse Commission (“PRC”) is a coalition of a diverse group of water resource, industry, agricultural and health professionals. The purpose of the PRC was to create a consensus driven partnership to develop the framework for the implementation of potable reuse in Florida. The PRC published the ‘Framework of the Implementation of Potable Water Reuse in Florida (January 2020). The framework will help advance potable reuse in Florida by augmenting future water supplies and protecting public health. The framework published by the PRC provide information for elected officials and regulatory agencies on statutory and regulatory needs. Recognition of reclaimed water as a source for potable supply and direction to DEP to initiate rulemaking to implement the PRC recommendations became law in 2020 as part of the Clean Waterways Act. In addition, Chapter 2021-168, Laws of Florida, declares that potable reuse is an alternative water supply and that potable reuse projects are eligible for alternative water supply funding. The exclusion of the use of potable reuse water from regional water supply planning is prohibited. It also authorizes DEP to convene and lead one or more technical advisory groups to coordinate the rulemaking and review of rules for potable reuse. DEP and the water management districts are also required, by December 31, 2023, to develop and execute a memorandum of agreement providing for the procedural requirements of a coordinated review of all permits associated with the construction and operation of an indirect potable reuse project. Additional legislation may be proposed during the 2021 Session to further implement the PRC framework as well as any revisions needed arising from DEP rulemaking, which Authority staff will monitor.

Aquifer Storage and Recovery (“ASR”)

The Authority’s ASR system provides an additional 6 billion gallons of storage through its operation of 21 ASR wells, which supplement water supply during the dry season when river withdrawal may be limited. Improvements to the ASR system has the potential to offer considerable cost savings, improve ASR recovery efficiency, and may also provide opportunities to obtain groundwater credits for over-recharging the Floridan Aquifer supporting environmental improvements in SWUCA. Authority staff will monitor legislation to ensure that any proposed legislation does not negatively impact the Authority and will support legislation that may help the Authority achieve desired improvements to its ASR system.

Per- and Polyfluoroalkyl Substances (“PFAS”)

PFAS are a large and complex class of man-made chemicals that have been used in a wide variety of consumer products since the 1940s. These chemicals have been identified as Contaminants of Emerging

Concern, which are chemicals that have been recently detected in the environment that may pose public health or ecological risks. In 2016, the U.S. Environmental Protection Agency (“EPA”) established a lifetime exposure health advisory level of 70 parts per trillion for the combined concentration of perfluorooctanoic acid (“PFOA”) and perfluorooctane sulfonate (“PFOS”) in drinking water. While treatment technology for removing PFAS from water is not well-developed, the more effective methods use technologies that are not conventionally available in existing water treatment plants, so removing these PFAS chemicals from water could require costly investments by local governments and other water suppliers. The U.S. EPA is currently reevaluating its health advisory level for PFAS.

DEP released a Dynamic Plan on July 1, 2020 to provide a coordinated approach to the complex issues associated with PFAS. The Dynamic Plan describes the development of screening and provisional cleanup target levels that are protective of human health and the environmental resources of Florida. It summarizes data and lessons learned from prior and ongoing investigations that will be used to provide for future proactive investigations of potential PFAS contamination of drinking water resources. Future investigations will be based on potential risk of impact and will include a continued coordinated response with the Department of Health to quickly evaluate and address any impacts to drinking water resources.

During the 2020 and 2021 Legislative Sessions, legislation was filed to address this issue but the bills were unsuccessful. Legislation could be filed that requires DEP to adopt rules for statewide maximum contaminant levels in soil, groundwater, and drinking water for per- and polyfluoroalkyl substances, with priority given to the establishment of maximum contaminant levels for. In addition, legislation could be filed that sets an arbitrarily low maximum contaminant level. Authority staff will monitor any proposed PFAS legislation to ensure that the Authority is not negatively impacted.

Blue-Green Algae Task Force and Stormwater Technical Advisory Committee Recommendations

In January of 2019, Governor DeSantis issued Executive Order Number 19-12, which directed the DEP to establish a Blue-Green Algae Task Force charged with expediting progress towards reducing nutrient pollution and the impacts of blue-green algae (cyanobacteria) blooms in the state. The task force’s responsibilities included identifying priority projects for funding and making recommendations for regulatory changes. The five-person task force issued its first consensus document on October 11, 2019 and continue to meet to discuss other issues such as reclaimed water and stormwater.

In 2020, the Florida Legislature passed the Clean Waterways Act, which directed DEP and Florida's water management districts to update stormwater design and operation regulations under Part IV, Chapter 373, F.S., using the latest scientific information. DEP has created the Clean Waterways Act Stormwater TAC to provide a public forum for identifying and constructively outlining recommendations to DEP and water management districts for strengthening the stormwater design and operation regulations implemented under Part IV, Chapter 373, F.S., including updates to the Environmental Resource Permit Applicant’s Handbook. Stormwater-related pollution represents one of the largest potential contributors of nutrients

throughout the state.

Authority staff will monitor any proposed legislation to ensure that the Authority is not negatively impacted.

Confirmation of Southwest Florida Water Management District Governing Board Members

Water Management District Governing Board members are appointed by the Governor, subject to confirmation by the Senate at the next regular session of the Legislature. The Authority supports the confirmation of the Governing Board members.

Local Government Operations

Every year, the Florida Legislature considers and passes laws that impact how the Authority operates, such as revisions to purchasing, contracting, auditing, Florida Sunshine Laws, public records, websites, and noticing requirements. Authority staff will monitor any proposed legislation to ensure that the Authority is not negatively impacted.

Acquisition of Lands to Enhance Water Management and Supply

Public ownership of specific lands can offer benefits to both regional and local drinking water supply, protect existing water supply infrastructure and operations, and provide opportunities for development of future regional water supply projects on the RV Griffin Reserve to meet future public water supply needs of the region. Acquisition of specific lands in the vicinity of the Peace River Facility and RV Griffin Reserve can provide the opportunity for restoration and mitigation for new reservoir construction along with providing other significant public and environmental benefits in the region, including wildlife habitat connectivity, recreational opportunities, and enhanced flood protection.

Florida's Request to Assume Administration of a Clean Water Act Section 404 Program

The Clean Water Act ("CWA") established the Section 404 program, under which the U.S. Army Corps of Engineers ("Corps") may issue permits. On August 20, 2020, the Environmental Protection Agency received from the Governor of Florida, a complete program submission for the state to regulate the permit process within the jurisdiction of the state. Notice was published in the Federal Register on September 16, 2020 and on December 22, 2020, the U.S. Environmental Protection Agency ("EPA") published their approval of Florida's State 404 Program in the Federal Register. DEP began administering the State 404 Program on that date and now processes applications under Section 404 of the CWA within state-assumed waters, with the Corps processing Section 404 applications within retained waters. Based on the recent court decision related to the Waters of the United States ("WOTUS") Rule discussed below, there may be additional revisions to this program as DEP must follow the rules related to WOTUS under the agreement with the Corps.

Tax-Exempt Financing

The Authority urges Congress to preserve the ability of water systems to use tax-exempt bonds to finance water infrastructure projects. This authority to finance essential governmental services on a tax-exempt basis is vital to the efforts of water utilities to continue to provide high quality, safe and reliable supplies of drinking water at a price that is affordable to ratepayers.

As Congress considers comprehensive tax reform, it must keep in mind that any new tax revenue collected from investors by limiting or eliminating tax-exempt municipal bonds would be offset by increased interest costs that would be borne by local water system ratepayers. Limiting or eliminating the exemption would therefore represent a de-facto tax hike on local communities while encumbering public agencies efforts to raise needed capital to address water supply needs.

Drinking Water Security and Treatment Mandates

The Authority recognizes that water utilities protect their critical facilities from acts of terrorism and other hazards. Drinking water utilities first responsibility is to protect public health by providing potable drinking water.

The Authority supports that the U.S. Environmental Protection Agency (“EPA”) should continue to be the lead federal agency for security regulations at drinking water and wastewater facilities. Having more than one federal agency with oversight of water security could not only be inefficient, but would also impair the ability of drinking water systems to properly and efficiently treat their water supplies. It also could result in making simultaneous compliance with multiple standards or guidelines that will be difficult or even impossible to satisfy. If contradictory or duplicative security measures were recommended by different federal agencies, water systems would face difficulties in assuring compliance and could incur substantial costs with no real improvement in security.

Some water security programs include the collection of data from water providers. Given the sensitive nature of water security information, the Authority believes that Congress should continue the explicit prohibition on the disclosure of such information under federal, state, and local public information laws. Likewise, federal, state, and local agencies must take all internal precautions to prevent the inappropriate disclosure of water system information.

Any new federal security requirements should be accompanied by federal funding assistance. Such assistance could be targeted to help utilities update existing vulnerability assessments or implement other physical security without compromising public health. Otherwise, new security requirements will amount to unfunded federal mandates on local governments at a time when water treatment facilities are facing hundreds of billions of dollars in other priority infrastructure projects.

Climate Change

The Authority supports federal action to research and respond to the impacts of global climate change upon the nation's drinking water supplies. The long-term viability and sustainability of the nation's water supply is integral to a viable regional, state, and national economy and therefore a comprehensive, unified, and coordinated federal research program is essential for developing decision support tools, adaptation and mitigation strategies, and for helping local utility managers access better information on the regional impacts of climate change on drinking water quality and quantity. The EPA, the National Oceanic and Atmospheric Administration, and other federal departments and agencies currently conducting climate change research must increase their efforts to develop reliable modeling systems and regional projections of freshwater quality and quantity changes and offer clear guidance on how water utilities may prepare for changing climate conditions over the next several decades.

Climate change legislation must recognize that water resources and infrastructure in much of the United States are significantly threatened by changing hydrological conditions. Therefore, increased assistance and investment are necessary to help water systems adapt to changing climate conditions and deliver uninterrupted water service to rapidly growing service populations.

Waters of the United States

The EPA and the Corps signed the final rule for repealing the 2015 Waters of the United States rule ("WOTUS") on September 12, 2019. The EPA provided notice of a revised WOTUS in April 2020, with the rule streamlining the definition of "waters of the U.S.", providing clear exclusions, and providing additional definitions for terms used in WOTUS. The final rule became final on June 22, 2020. Apart from Colorado, due to a pending lawsuit and stay, WOTUS is being implemented. However, on August 30, 2021, Judge Rosemary Marquez of the U.S. District Court for the District of Arizona ruled that the Trump-era Navigable Waters Protection Rule ("NWPR"), which redefined the waters of the United States protected by the CWA, involved "fundamental, substantive flaws" that were in conflict with the purpose of the CWA. This ruling may alter the Federal 404 wetland dredge-and-fill permit program. The ruling effectively returns the definition of WOTUS to the pre-2015 regulatory regime until the Biden administration EPA issues new rules. The EPA issued a statement only days after the ruling indicating that in light of the Court's opinion, "the agencies have halted implementation of the Navigable Waters Protection Rule and are interpreting 'waters of the United States' consistent with the pre-2015 regulatory regime until further notice." It appears that the EPA now considers both the Trump-era and Obama-era WOTUS rules to be vacated, and intends to enforce the CWA using the 2008 "Rapanos Guidance" issued by the Bush Administration following the Supreme Court's decision in *Rapanos v. United States*, 547 U.S. 715; 126 S.Ct. 2208; 165 L.Ed.2d 159 (2006). In addition, in June 2021, the EPA had announced that it was beginning the lengthy process of undoing the Trump NWPR by restoring the pre-2015 regulatory scheme and that it further intended to formulate a new WOTUS rule.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

REGULAR AGENDA
ITEM 5

Purchase of Pump Station Site for Phase 3C Interconnect

Presenters -

Mike Coates, Executive Director

Recommended Action -

Motion to authorize the Executive Director to execute a purchase offer up to the appraised value of the subject property plus 5% as a cost avoidance measure for engineering and acquisition costs on additional properties, and execute all documents necessary for closing, subject to document review and approval by the General Counsel.

An interlocal agreement was executed on July 13, 2021 between the Authority and Sarasota County for the Authority to locate and purchase property in the vicinity of the Fruitville and Lorraine Roads intersection for a future pumping facility for the Phase 3C Interconnect and future master lift station for the County. Sarasota County is paying all costs for the acquisition. The Authority will own the property and provide easements to the County to meet their needs.

A suitable property has been identified and cleared with the Authority's Phase 3C Interconnect engineering consultant and Sarasota County staff as providing adequate space and desirable location for the intended purpose. The property is currently for sale with an asking price of approximately \$1,700,000. It includes approximately 10-acres, with frontage on Lorraine Road. There is currently a private offer pending on the property subject to a due-diligence period which expires in late September. In the event this sale doesn't proceed the Authority has submitted a back-up agreement including due diligence period. Should that back-up Agreement be exercised and the due-diligence work show the property to be acceptable for the aforementioned Authority and County facilities, it would be desirable under current market conditions for the Authority to make an immediate offer for purchase, and if the offer is accepted, close on the property expeditiously. To facilitate this purchase Board authorization is requested for the Executive Director to execute an offer for up to the appraised value of the property plus 5% as a cost avoidance measure for engineering and acquisition costs on additional properties, and execute all documents necessary for closing. All documents would be subject to review and approval by the General Counsel.

Budget Action: No action needed

Attachments:

Interlocal Agreement with Sarasota County



CONTRACT NO. 2021-227

BCC APPROVED 7/13/2021

INTERLOCAL AGREEMENT BETWEEN PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND SARASOTA COUNTY FOR FUTURE PUMP STATION SITE FOR PHASE 3 C REGIONAL INTERCONNECT

This Interlocal Agreement ("Agreement") between Peace River Manasota Regional Water Supply Authority and Sarasota County for Future Pump Station Site for Phase 3C Regional Interconnect is entered into by and between the Peace River Manasota Regional Water Supply Authority ("Authority"), an independent special district created and existing pursuant to sections 373.713 and 163.01, Florida Statutes, acting by and through its governing Board of Directors; and Sarasota County ("Sarasota"), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which has the authority to provide water utility service within Sarasota County.

RECITALS:

WHEREAS, both the Authority and Sarasota are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Authority; Manatee County, a political subdivision of the State of Florida; Charlotte County, a political subdivision of the State of Florida; DeSoto County, a political subdivision of the State of Florida; Sarasota County, a political subdivision of the State of Florida; and the City of North Port, a municipal corporation of the State of Florida (collectively "Customers") entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract, effective October 5, 2005 ("MWSC"); and

WHEREAS, Section 22 of the MWSC, entitled "Development of Future Water Supply Sources", provides that the Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire, develop, construct or operate new

Authority Water Supply Facilities (the "Host County") and the Host County shall notify the Authority of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities; and

WHEREAS, the Authority has notified Sarasota that it is conducting a routing study for the next phase of the Regional Transmission System project and its intent to design and construct the Phase 3C Project from the Phase 3B termination at State Road 72 (the "3B line") that will include a delivery point located in the vicinity of Fruitville Road and Lorraine Road in Sarasota County (the "Fruitville Delivery Point"); and

WHEREAS, upon the effective date of this Agreement, Sarasota, as the Host County, has given its consent to the Authority to acquire property located in the vicinity of Fruitville Road and Lorraine Road in Sarasota County for a future pump station and ground storage facility site for the future Fruitville Delivery Point (the "Pump Station Site") and both parties desire to set forth their respective duties and obligations with respect to the Authority purchasing and the parties using the Pump Station Site; and

WHEREAS, the parties recognize and agree that conditions including but not limited to property size, shape and location or other clarifications may be needed for the Pump Station Site, and that such changes shall be made by mutual agreement by the Executive Director of the Authority and the Sarasota County Administrator.

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the Authority and Sarasota hereby agree as follows:

- 1. INCORPORATION OF RECITALS.** The foregoing recitals are true and correct

and are incorporated herein by reference.

2. DEFINITIONS. All capitalized terms in this Agreement shall be defined pursuant to the definitions within the MWSC unless otherwise indicated below.

2.1 Agreement. This Interlocal Agreement between Peace River Manasota Regional Water Supply Authority and Sarasota County for a Future Pump Station Site for the Phase 3C Regional Transmission Interconnect.

2.2 Pump Station Site. The property site is expected to be located in the vicinity of the intersection of Lorraine and Fruitville Roads in Sarasota County. See attached Exhibit 1. The acquired property is expected to be used for construction of the Phase 3C Regional Transmission System pump station, above-ground storage tanks and ancillary components. Sarasota and the Authority acknowledge that the Sarasota will require approximately 10,000 square feet of the Pump Station Site for a future master lift station connected to the County's wastewater collection and transmission system.

3. PURPOSE AND TERM. The purpose of this Agreement is to set forth the rights and obligations of the parties with respect to the acquisition and use of the Pump Station Site. The MWSC terms and conditions shall apply to all aspects of the potable water delivered pursuant to this Agreement. The term of this Agreement shall commence on the effective date of the Agreement and shall terminate when Sarasota no longer receives potable water from the Authority pursuant to the MWSC and any extensions or amendments thereto.

4. FUNDING FROM SARASOTA. Sarasota shall fund the Authority's acquisition of the Pump Station Site in accordance with Section 16.2 of the MWSC. If the Authority issues any debt to acquire the Pump Station Site pursuant to section 16.2 of the MWSC, Sarasota shall

be responsible for such debt. Sarasota shall pay all reasonable administrative and contract

professional services costs incurred by the Authority for the acquisition of the Pump Station Site regardless of whether Sarasota declares this Agreement null and void.

5. ACQUISITION OF REAL PROPERTY AND EASEMENTS.

5.1 Pump Station Site. The Authority shall cooperate to negotiate the acquisition of all interests in real property (if any) necessary for the Pump Station Site. Sarasota shall pay all reasonable costs for acquisition of real property interests necessary for the Pump Station Site. The Authority shall involve Sarasota with the property valuations prior to acquisition of the Pump Station Site.

5.2 Easements. Sarasota and the Authority will execute the necessary documents including easements and/or license agreements for lands owned by Sarasota.

5.3 Ownership. The Authority shall retain in its own name any interest in real property acquired by or granted to the Authority in connection with the Pump Station Site.

6. OWNERSHIP INTERESTS. Nothing within this Agreement or any previous agreements shall be construed to convey to Sarasota any ownership interest in any portion of the assets of the Authority Water Supply Facilities and Authority Regional Transmission System, including this Project. The Authority shall have complete ownership of the Project.

7. EXISTING INFRASTRUCTURE. All existing infrastructure owned by Sarasota shall remain owned by Sarasota unless otherwise mutually agreed upon by the parties.

8. RATES. The rates charged to Sarasota for water delivered through the Regional Transmission System and this Project shall be governed by the MWSC.

9. NOTICES. All notices, demands, requests, and other communications hereunder

shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via facsimile, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered: the Authority's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch Florida 34202; Sarasota County Administrator, 1660 Ringling Blvd., Sarasota, Florida 34236. Any party may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

10. RECORDATION OF AGREEMENT AND EFFECTIVE DATE. Upon execution of this Agreement by the Authority and Sarasota, the Authority shall have this Agreement recorded in the Public Records of Sarasota and Manatee Counties. This Agreement shall take effect upon the filing of fully executed copies with the Clerks of the Circuit Court of Sarasota and Manatee Counties ("Effective Date").

11. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Sarasota County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

12. ENTIRE AGREEMENT. The parties agree there are no commitments, agreements, or understandings concerning the Project that are not contained in this document, and

that this Agreement together with the MWSC shall constitute the entire agreement of the parties with regard to the Project.

13. AMENDMENTS. This Agreement may be amended only by a writing duly executed by the Authority and Sarasota.

14. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

15. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

16. SEVERABILITY. In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

17. SOVEREIGN IMMUNITY. The parties intent to avail themselves of the benefits

of Sections 768.28 and 163.01(9)(c), Florida Statutes and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore, neither party is jointly liable for the torts of the officers or employees of the other, or any other tort attributable to the other, and that each party shall be liable for the torts of its officers or employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes and other applicable law. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

18. DISPUTE RESOLUTION PROCESS. In the event of a dispute between the Authority and Sarasota under this Agreement, the Authority's Executive Director and the County Administrator, or their respective designee(s), shall review such dispute and negotiate a mutually acceptable resolution. The mutual decision of the designated Authority and County representatives shall be final. In the event the designated Authority and County representatives are unable to agree, the matter shall be referred to the respective governing bodies who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in any applicable section of the Florida Statutes or other applicable law.

19. WAIVER OF JURY TRIAL. The Parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

20. ATTORNEYS FEES AND COST. In the event there is litigation arising under

or related to Agreement, each party shall pay its own attorney's fees and costs and expenses incurred in enforcing the Agreement.

21. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority and Sarasota.

22. EXECUTION OF AGREEMENT. This Agreement shall be executed in two duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute the same instrument.

23. INTERLOCAL AGREEMENT. This Agreement shall constitute an interlocal agreement pursuant to section 163.01, Florida Statutes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Authority and Sarasota have executed this Agreement on the day, month, and year first above written.

ATTEST:


PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY


Patrick J. Lehman
Executive Director


Alan Maio
Chair

Date: _____

Approved as to Form:

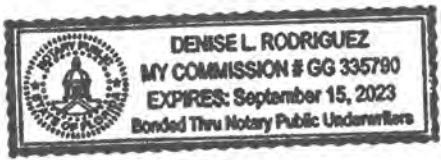

Douglas Manson
General Counsel for the Authority

BOARD APPROVED
JUN - 2 2021
Peace River Manasota
Regional Water Supply Authority

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~ Hillsborough

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated. *Patrick J. Lehman*

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of June, 2021.



Notary Public
Print Name: *Denise L. Rodriguez*
My Commission Number:

ATTEST:
KAREN E. RUSHING, Clerk of Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners of Sarasota
County, Florida

By: Blanca Montoya
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: [Signature]
Chairman

Date: 7/13/2021

Approved as to form and correctness:

[Signature]
County Attorney

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, personally appeared,
to me known to be the person described in and who executed the foregoing instrument on behalf
of Sarasota County, Florida and acknowledged before me that he executed same as a free act and
deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of
~~June~~, July, 2021.

Notary Public
Print Name: _____
My Commission Number: _____

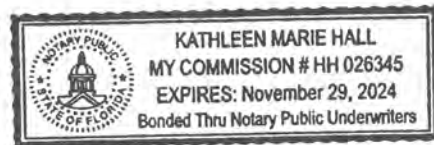
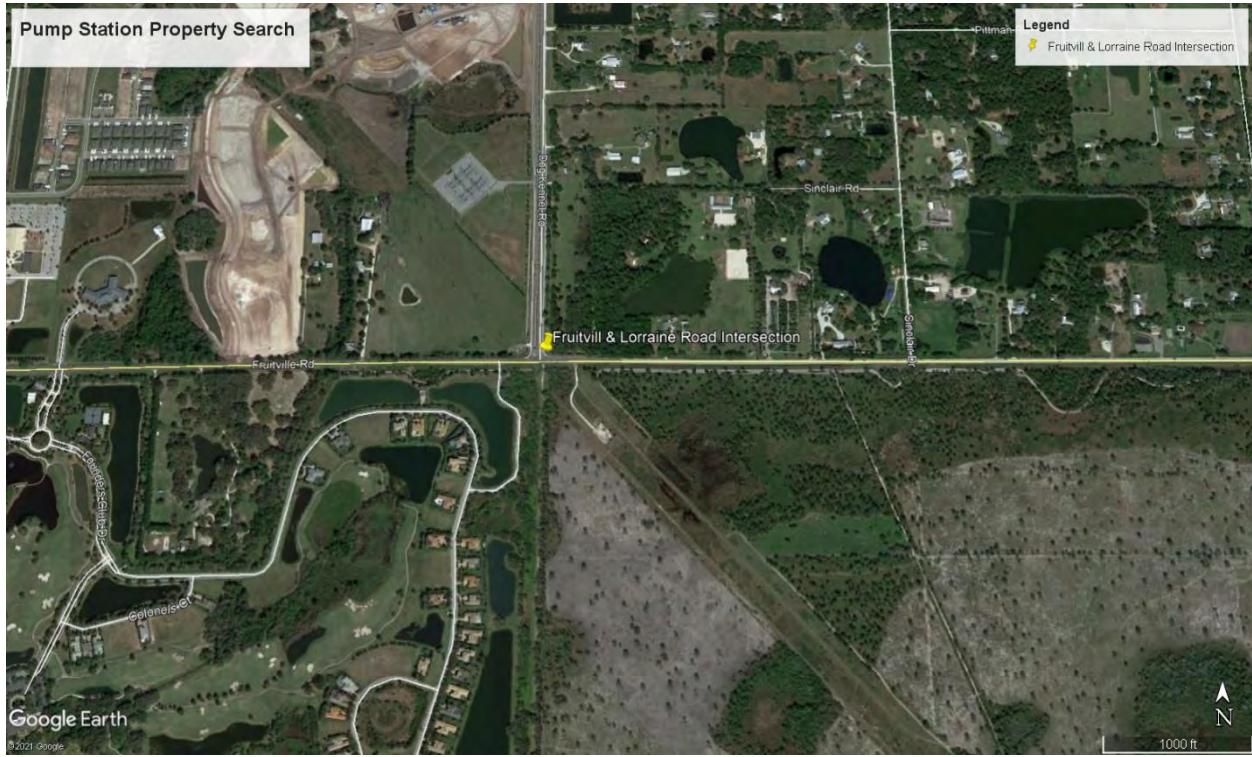


EXHIBIT 1



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

Status Report. This item is presented for the Board's information and no action is required.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021

EXECUTIVE DIRECTOR'S REPORT

Presenter -

Mike Coates, Executive Director

Recommended Action -

Status Report. This item is presented for the Board's information and no action is required.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report
Date: September 9, 2021
TO: Mike Coates, Executive Director
Developed By: Samuel Stone, Land & Environmental Services Manager

This memorandum summarizes rainfall, surface water conditions, and the Authority's current water storage and supply conditions for the month of August, and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is 4.5-inches below normal. This data covers the 12-months through August 31, 2021 (see Table 1). Rainfall for the month of August 2021 totaled 6.3 inches while the historical average rainfall for August is 7.7 inches.

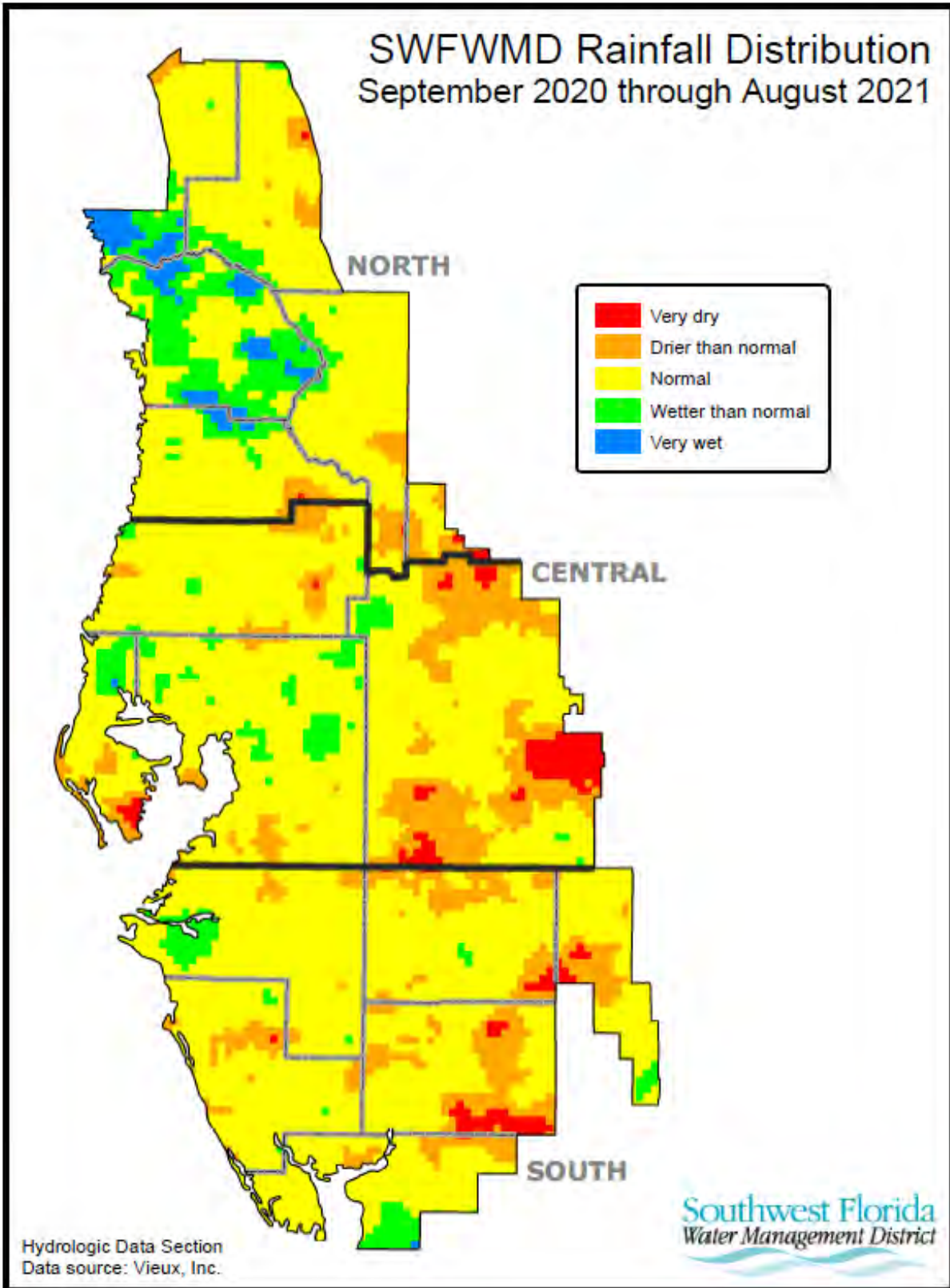
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending July 31, 2021 are shown in Figure 1 (this map is the most up-to-date map available). Data shown for the Authority's 4-county service area on Figure 1 indicate normal rainfall conditions for most of the service area with some dry conditions along the coast. The Peace River Basin indicates mostly normal conditions with some wetter conditions in the upper basin.

Projections for the next three months (September-November) from NOAA shows a probability of temperatures to be above-normal with near-normal rainfall for southwest Florida. The NOAA extended forecast shows a probability of La Nina conditions to emerge during August-October and persisting through the winter. La Nina development in the fall and winter typically brings warmer drier conditions to the Florida Peninsula.

Table 1 (Peace River Basin Rainfall - Inches)

Month	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	12 Mo Total
Hist. Avg Rainfall	7.7	7.3	3.1	1.7	1.9	2.2	2.5	2.9	2.5	4.0	8.4	8.1	7.7	52.2
Actual Rainfall	7.9	7.8	3.2	2.9	2.3	0.3	3.6	0.5	3.7	0.6	7.0	9.4	6.3	47.6
Diff. Hist. vs Actual	0.2	0.6	0.0	1.2	0.4	-1.9	1.2	-2.4	1.1	-3.3	-1.4	1.3	-1.4	-4.5

Figure 1 (SWFWMD Rainfall Conditions Map)



River Flow Conditions

The locations of two U.S. Geological Survey gages, one in the upper portion of the basin “Peace River at Fort Meade” and one in the lower portion “Peace River at Arcadia” are shown in Figure 2, and flow conditions at these gages are discussed below:

Flow at Fort Meade gage (see Figure 3) and flow at Arcadia gage (see Figure 4), both locations are below the seasonal historical average for the month of August 2021. Flow at Arcadia gage (about 15 miles upstream of the Authority’s intake) is one of the gages used to calculate daily river water the Authority can withdraw.

Figure 2 (Peace River Basin showing selected gage locations)

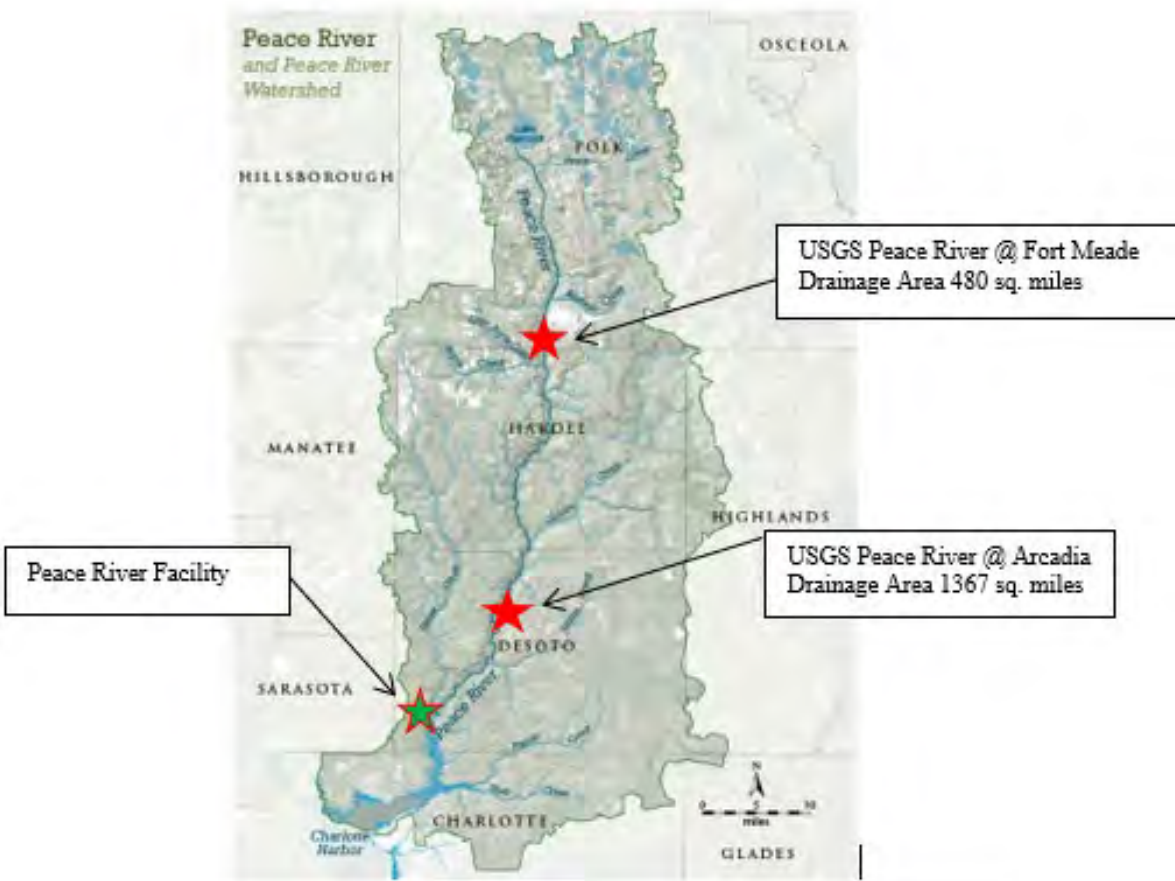


Figure 3 (Peace River Flow @ Fort Meade)

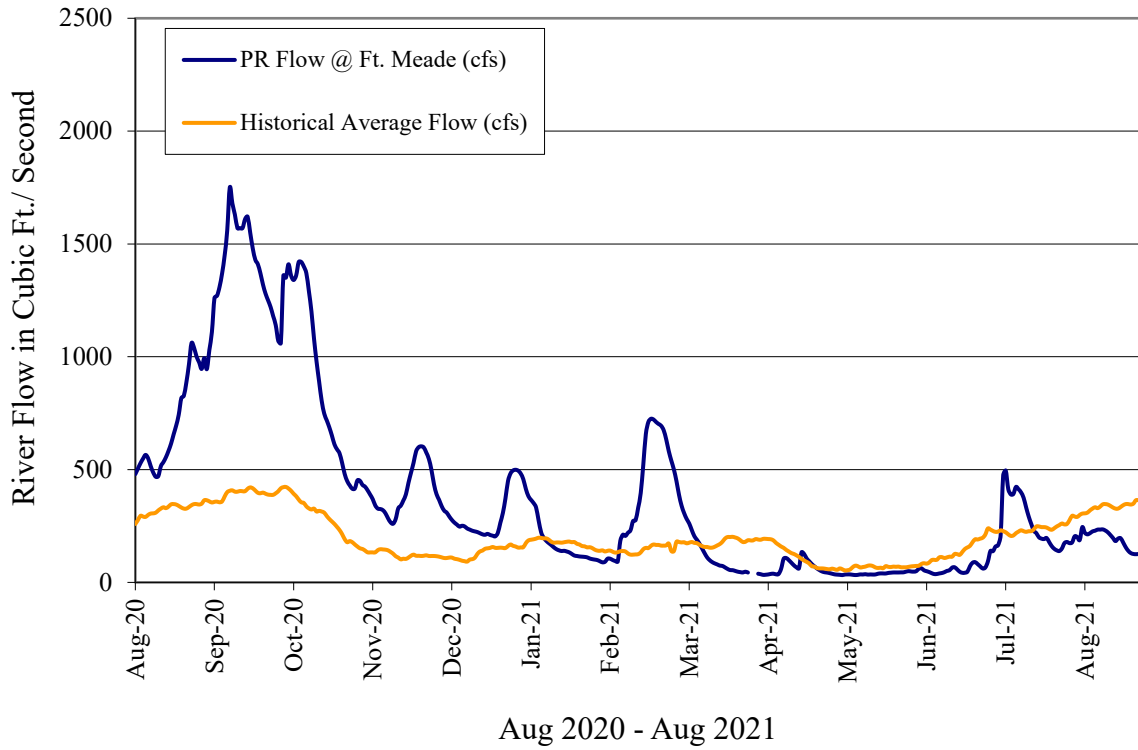
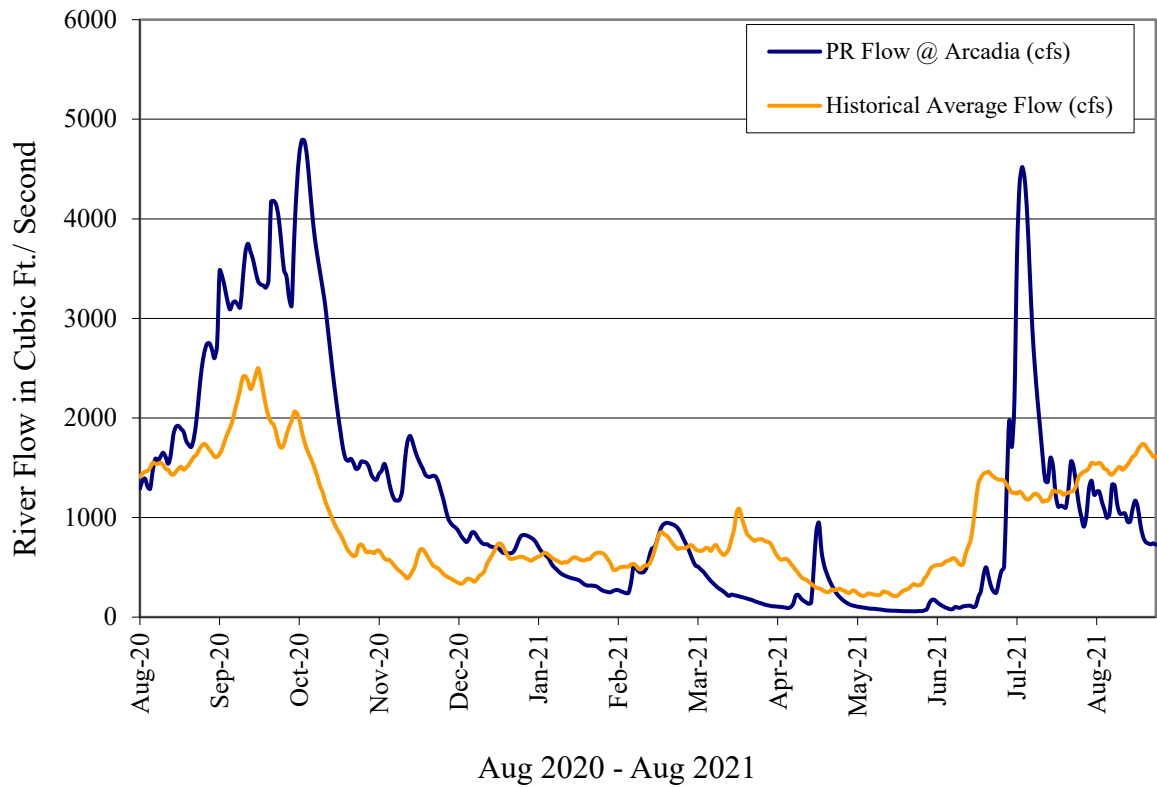


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand (Aug 2020-Aug 2021)

Fig 5 shows river withdrawals by the PRF. Expected low river withdrawals occurred from the Peace River during May and June due to low rainfall and resulting low river flows. River flow improved in July as expected. Withdrawals for August 2021 continued with an average of 50.8 MGD, higher than August 2020 at a rate of 45.9 MGD.

Figure 5 (PR Facility Withdrawals from Peace River)

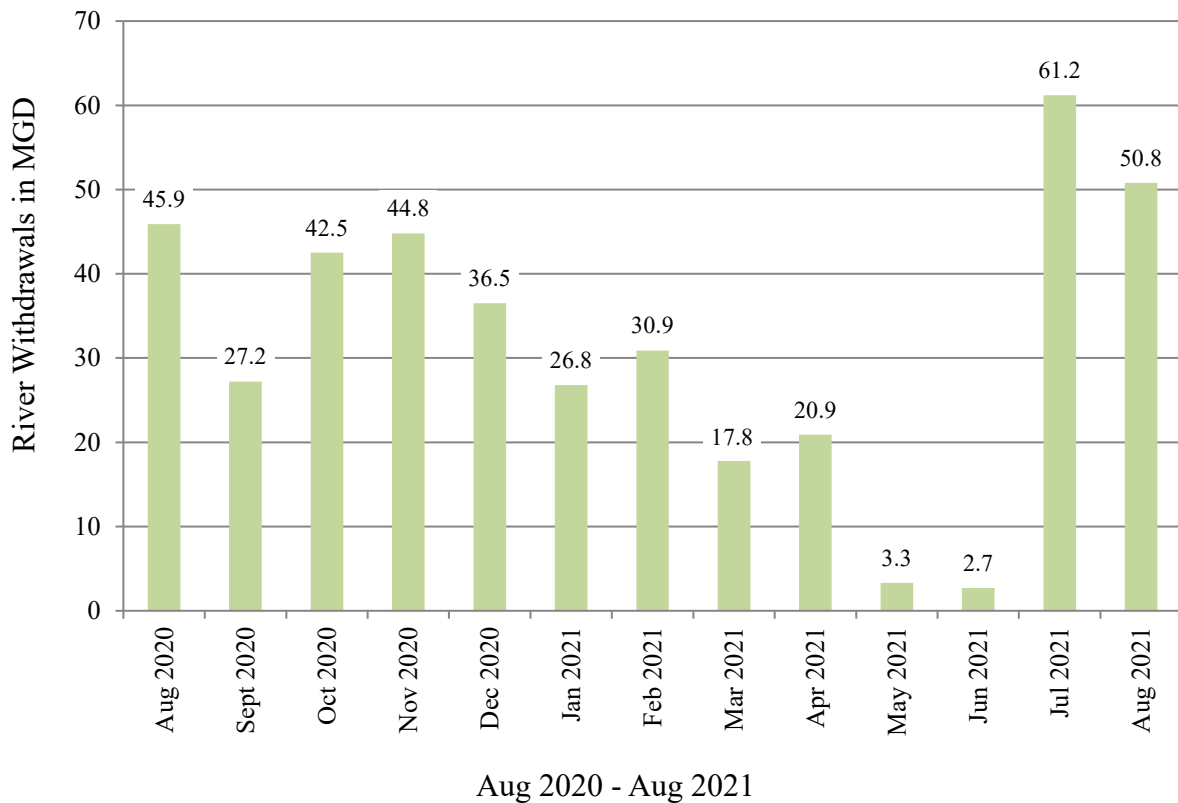
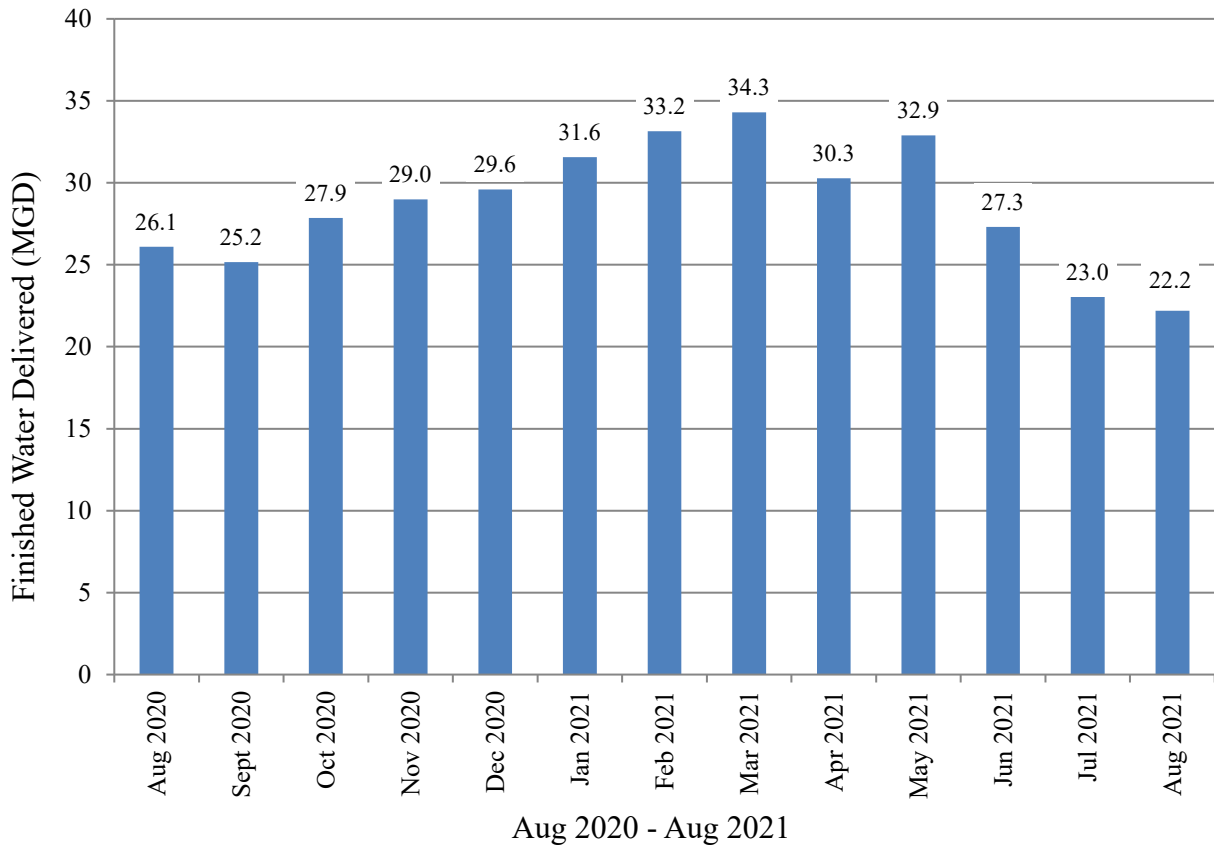


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending August 2021. Finished water delivery to Customers during August 2021 averaged 22.2 MGD. This is about 4 MGD lower than deliveries in August 2020, in large part due to the Carlton Water Treatment Facilities coming back in service this spring which reduced demand on the Peace River Facility.

The routine exchange of water with the City of Punta Gorda is ongoing – with deliveries from the Region to the City south through the Phase 1 Pipeline on US 17 and return of flow from the City to the region north through the Phase 1A Pipeline. The exchange of water through regional pipelines maintains these facilities in a “ready-to-serve” condition at all times.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

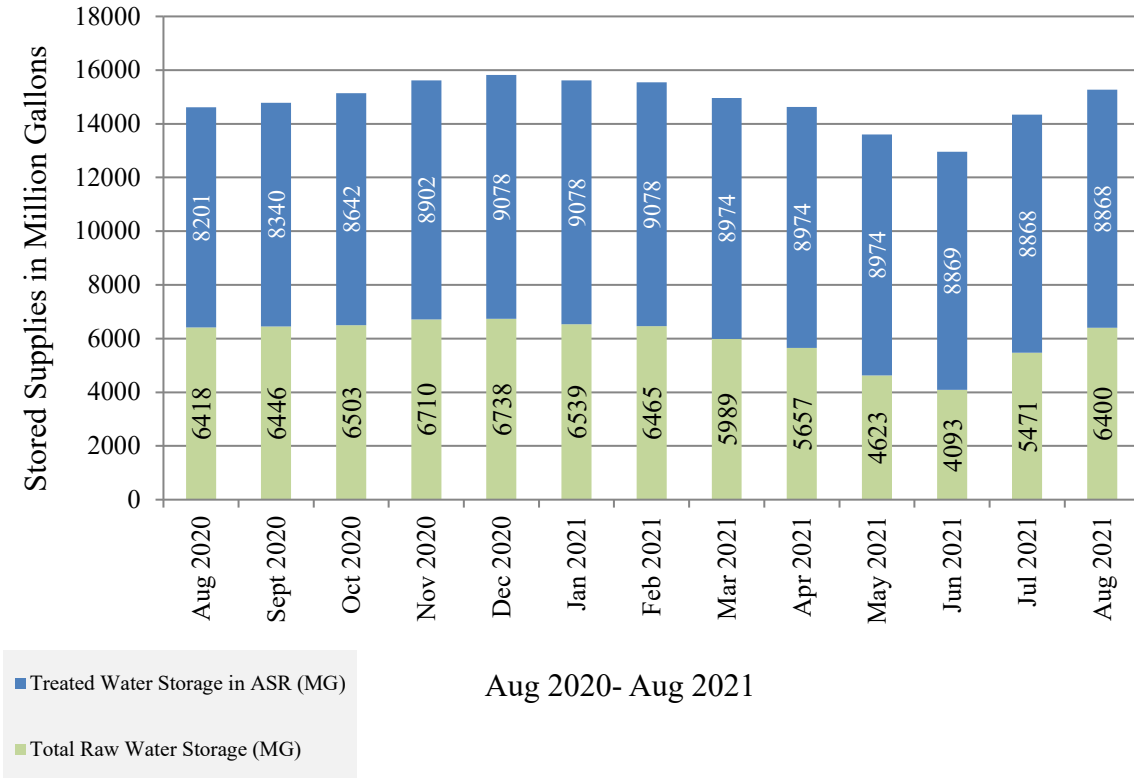
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s river intake pumping facility on the Peace River and stored in Reservoirs 1 and 2. This storage is designed to be completely refilled each wet season. Total raw-water storage capacity varies with seasonal rainfall and resulting river flows. During the hurricane season the permitted total raw water storage capacity is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored to a level of 6.8 BG. The maximum allowed raw water storage capacity in August 2021 is 6.5 BG. **Actual raw water stored as of August 2021 totaled about 6.4 BG.**

The secondary storage at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. While the original design capacity of the ASR system was approximately 6.3 BG, a much greater volume can actually be stored in this system. Because this supply must be fully treated to drinking water standards before storage, it can’t be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year during the wet season as excess treatment capacity and hydrologic conditions allow. The ASR system is recharged with fully treated drinking water produced by the water treatment facility. Water recovered from ASR during the dry season is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to Authority Customers. The ASR

system is currently in storage – which means water is neither being injected nor recovered from storage in ASR. **Treated water stored in ASR as of August 2021 totaled 8.9 BG.**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in Figure 7. **The total water in storage as of August 2021 was about 15.3 BG.** This is about 0.7 BG higher than total storage in August 2020.

Figure 7 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for July and August 2021

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY AND AUGUST 2021

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/01/2021		QuickBooks Payroll Service	\$ 93,211.28
07/02/2021	39154	AMAZON	\$ 3,450.20
07/02/2021	39155	CHARLOTTE PLUMBING & BATH INC	\$ 195.00
07/02/2021	39156	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 307.42
07/02/2021	39157	DEX IMAGING	\$ 1,699.23
07/02/2021	39158	DMS-FINANCIAL MGMT SERVICES	\$ 442.07
07/02/2021	39159	FLORIDA DEPARTMENT OF STATE	\$ 31.78
07/02/2021	39160	FLORIDA POWER & LIGHT COMPANY	\$ 131,773.66
07/02/2021	39161	HOME DEPOT	\$ 172.95
07/02/2021	39162	Locher Environmental LLC	\$ 36,467.00
07/02/2021	39163	ROGERS PETROLEUM INC	\$ 4,199.35
07/02/2021	39164	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 49.98
07/02/2021	39165	VERIZON WIRELESS	\$ 96.83
07/02/2021	39166	WOMACK SANITATION INC	\$ 750.00
07/02/2021	ACH3834	AA ELECTRIC SE INC	\$ 3,354.81
07/02/2021	ACH3835	Air Mechanical & Service Corp	\$ 2,085.45
07/02/2021	ACH3836	AIRGAS SPECIALTY PRODUCTS	\$ 3,024.70
07/02/2021	ACH3837	ALLIED ELECTRONICS INC	\$ 55.60
07/02/2021	ACH3838	ALLIED UNIVERSAL CORP	\$ 15,263.30
07/02/2021	ACH3839	BEAMEX INC	\$ 120.00
07/02/2021	ACH3840	BENCHMARK ENVIROANALYTICAL INC	\$ 172.00
07/02/2021	ACH3841	BLACK & VEATCH	\$ 26,257.50
07/02/2021	ACH3842	C & S CHEMICALS INC	\$ 32,458.83
07/02/2021	ACH3843	CarbPure Technologies LLC	\$ 71,352.80
07/02/2021	ACH3844	CED - Port Charlotte	\$ 49.68
07/02/2021	ACH3845	CENTURYLINK	\$ 369.15
07/02/2021	ACH3846	CenturyLink-6358	\$ 1,645.59
07/02/2021	ACH3847	Centurylink 3363	\$ 144.99
07/02/2021	ACH3848	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,517.27
07/02/2021	ACH3849	CORONADO LAWN SERVICE OF FL	\$ 575.00
07/02/2021	ACH3850	DMK ASSOCIATES	\$ 539.50
07/02/2021	ACH3851	DOUGLAS LEATH (V)	\$ 258.77
07/02/2021	ACH3852	EARTH BALANCE	\$ 43,191.18
07/02/2021	ACH3853	F.J. Nugent & Associates Inc	\$ 137.56
07/02/2021	ACH3854	FEL-FT MYERS WATERWORKS	\$ 7,632.66
07/02/2021	ACH3855	Fisher Scientific	\$ 522.56
07/02/2021	ACH3856	Florida Spec Services Inc	\$ 1,750.00
07/02/2021	ACH3857	FLUID CONTROL SPECIALTIES INC	\$ 3,486.00
07/02/2021	ACH3858	Hach Company	\$ 205.66
07/02/2021	ACH3859	IDEXX DISTRIBUTION INC	\$ 1,047.24
07/02/2021	ACH3860	J H HAM ENGINEERING INC	\$ 62,731.21
07/02/2021	ACH3861	JOHNSON ENGINEERING INC	\$ 26,790.50
07/02/2021	ACH3862	KEETON'S OFFICE & ART SUPPLY	\$ 1,041.55
07/02/2021	ACH3863	KIMLEY-HORN AND ASSOCIATES INC	\$ 29,727.60
07/02/2021	ACH3864	Markay Consulting Group LLC	\$ 1,250.00
07/02/2021	ACH3865	Martin Septic Service INC	\$ 400.00
07/02/2021	ACH3866	MCMASTER-CARR SUPPLY CO	\$ 264.13
07/02/2021	ACH3867	MSC INDUSTRIAL SUPPLY CO	\$ 901.47
07/02/2021	ACH3868	Natural Resources LLC	\$ 68,160.00
07/02/2021	ACH3869	Pine Environmental Services LLC	\$ 61,467.50
07/02/2021	ACH3870	Pitney Bowes- Lease	\$ 209.85
07/02/2021	ACH3871	PRO-CHEM INC	\$ 716.00
07/02/2021	ACH3872	PROGRESSIVE WATER RESOURCES LLC	\$ 3,637.50
07/02/2021	ACH3873	REXEL USA Inc	\$ 39.95
07/02/2021	ACH3874	SIEMENS INDUSTRY INC	\$ 3,156.00
07/02/2021	ACH3875	SIMS CRANE & EQUIPMENT	\$ 1,476.60
07/02/2021	ACH3876	STANTEC CONSULTING SERVICES	\$ 20,320.34
07/02/2021	ACH3877	SUNSHINE ACE HARDWARE	\$ 23.96
07/02/2021	ACH3878	Tampa Bay Trane	\$ 456.00
07/02/2021	ACH3879	THE LAKE DOCTORS INC	\$ 2,600.00
07/02/2021	ACH3880	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY AND AUGUST 2021

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/02/2021	ACH3881	TKW CONSULTING ENGINEERS INC	\$ 23,941.80
07/02/2021	ACH3882	UNIVAR SOLUTIONS USA INC	\$ 29,394.70
07/02/2021	ACH3883	UPS	\$ 20.18
07/02/2021	ACH3884	Wade Trim INC	\$ 21,286.61
07/02/2021	ACH3885	WEST COAST MOWING	\$ 3,535.00
07/02/2021	ADBT070221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
07/02/2021	DBT070221	United States Treasury	\$ 32,161.76
07/02/2021	dbt070221	Valic	\$ 8,801.54
07/15/2021		QuickBooks Payroll Service	\$ 96,793.42
07/16/2021	39167	ASSOC. OF STATE DAM SAFETY OFFICIAL	\$ 2,090.00
07/16/2021	39168	Braden River Utilities LLC	\$ 99.32
07/16/2021	39169	BUREAU OF ELEVATOR SAFETY	\$ 75.00
07/16/2021	39170	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,587.08
07/16/2021	39171	DEX IMAGING	\$ 8.00
07/16/2021	39172	KED GROUP INC	\$ 21,640.00
07/16/2021	39173	LWR Town Center Association Inc	\$ 2,449.05
07/16/2021	39174	Manatee County Utilities Department	\$ 229.52
07/16/2021	39175	NaturZone Pest Control	\$ 76.00
07/16/2021	39176	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,818.54
07/16/2021	39177	THE SUN	\$ 426.14
07/16/2021	39178	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/16/2021	39179	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
07/16/2021	39180	Waste Pro Bradenton/Sarasota	\$ 190.00
07/16/2021	ACH3886	1& Done Handyman LLC	\$ 1,612.85
07/16/2021	ACH3887	ADVANTAGE CARE INC.	\$ 120.00
07/16/2021	ACH3888	Air Mechanical & Service Corp	\$ 602.35
07/16/2021	ACH3889	ALLIED ELECTRONICS INC	\$ 1,659.64
07/16/2021	ACH3890	ALLIED UNIVERSAL CORP	\$ 4,916.09
07/16/2021	ACH3891	ASRUS LLC	\$ 3,750.00
07/16/2021	ACH3892	AUDIO VISUAL INNOVATIONS, INC.	\$ 1,221.00
07/16/2021	ACH3893	BENCHMARK ENVIROANALYTICAL INC	\$ 2,144.68
07/16/2021	ACH3894	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
07/16/2021	ACH3895	Briggs Equipment Inc.	\$ 1,381.96
07/16/2021	ACH3896	C & S CHEMICALS INC	\$ 60,247.16
07/16/2021	ACH3897	CarbPure Technologies LLC	\$ 46,910.20
07/16/2021	ACH3898	CAROLLO ENGINEERS INC	\$ 1,108.23
07/16/2021	ACH3899	CEC Controls Company Inc.	\$ 59,230.00
07/16/2021	ACH3900	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/16/2021	ACH3901	CINTAS	\$ 428.94
07/16/2021	ACH3902	CORONADO LAWN SERVICE OF FL	\$ 3,430.00
07/16/2021	ACH3903	CULLIGAN WATER of Sarasota	\$ 211.58
07/16/2021	ACH3904	Daniel J Roberts (V)	\$ 14.00
07/16/2021	ACH3905	DESOTO COUNTY (V)	\$ 66,333.33
07/16/2021	ACH3906	DSS Services LLC	\$ 240.00
07/16/2021	ACH3907	Entech	\$ 5,856.30
07/16/2021	ACH3908	Environmental Science Associates	\$ 4,070.00
07/16/2021	ACH3909	FEL-FT MYERS WATERWORKS	\$ 342.30
07/16/2021	ACH3910	Fisher Scientific	\$ 3,311.17
07/16/2021	ACH3911	FRONTIER COMMUNICATIONS	\$ 240.98
07/16/2021	ACH3912	GRAY MATTER SYSTEMS INC	\$ 1,888.02
07/16/2021	ACH3913	Hach Company	\$ 1,305.37
07/16/2021	ACH3914	HDR ENGINEERING INC	\$ 130,447.77
07/16/2021	ACH3915	JAN-PRO OF MANASOTA	\$ 794.00
07/16/2021	ACH3916	JANICKI ENVIRONMENTAL INC	\$ 34,202.00
07/16/2021	ACH3917	JESSICA BENSON (V)	\$ 570.00
07/16/2021	ACH3918	KEETON'S OFFICE & ART SUPPLY	\$ 381.35
07/16/2021	ACH3919	MANSON BOLVES DONALDSON VARN	\$ 23,802.50
07/16/2021	ACH3920	Marisol Garcia (V)	\$ 2,781.00
07/16/2021	ACH3921	PRO-CHEM INC	\$ 171.90
07/16/2021	ACH3922	PROGRESSIVE WATER RESOURCES LLC	\$ 30,181.25
07/16/2021	ACH3923	THATCHER CHEMICAL OF FLORIDA	\$ 28,960.00

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PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/16/2021	ACH3924	THE LAKE DOCTORS INC	\$ 2,600.00
07/16/2021	ACH3925	UNIVAR SOLUTIONS USA INC	\$ 12,355.20
07/16/2021	ACH3926	UPS	\$ 99.40
07/16/2021	ACH3927	USA Bluebook	\$ 1,686.03
07/16/2021	ACH3928	VOYAGER FLEET SYSTEMS INC	\$ 3,668.15
07/16/2021	ADBT071621	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
07/16/2021	DBT071621	United States Treasury	\$ 33,653.46
07/16/2021	DBT7162021	Valic	\$ 8,872.58
07/25/2021	ACH07252021	PNC Bank	\$ 6,038.02
07/29/2021		QuickBooks Payroll Service	\$ 94,548.37
07/30/2021	39195	BILL'S BOTTLED WATER SERVICE	\$ 27.00
07/30/2021	39196	D M CONSTRUCTION CORP	\$ 14,407.17
07/30/2021	39197	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,268.07
07/30/2021	39198	DMS-FINANCIAL MGMT SERVICES	\$ 442.05
07/30/2021	39199	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
07/30/2021	39200	FLORIDA POWER & LIGHT COMPANY	\$ 120,209.01
07/30/2021	39201	FLORIDA TECHNICAL PRODUCTS INC	\$ 3,232.65
07/30/2021	39202	GRAINGER	\$ 217.76
07/30/2021	39203	HOME DEPOT	\$ 315.30
07/30/2021	39204	Locher Environmental LLC	\$ 4,567.02
07/30/2021	39205	SAM'S CLUB	\$ 199.49
07/30/2021	39206	SPECIALTY PARTS	\$ 133.26
07/30/2021	39207	THE SUN	\$ 712.14
07/30/2021	39208	VERIZON WIRELESS	\$ 95.10
07/30/2021	ACH3929	AA ELECTRIC SE INC	\$ 946.04
07/30/2021	ACH3930	AIR CENTERS-FLORIDA	\$ 9,449.88
07/30/2021	ACH3931	AIRGAS SPECIALTY PRODUCTS	\$ 3,041.67
07/30/2021	ACH3932	AIRGAS USA LLC	\$ 146.50
07/30/2021	ACH3933	ALLIANCE FIRE & SAFETY	\$ 220.00
07/30/2021	ACH3934	ALLIED ELECTRONICS INC	\$ 2,763.20
07/30/2021	ACH3935	ALLIED UNIVERSAL CORP	\$ 17,715.58
07/30/2021	ACH3936	Awning Solution INC	\$ 4,395.00
07/30/2021	ACH3937	BATTERIES PLUS BULBS #451	\$ 99.90
07/30/2021	ACH3938	BENCHMARK ENVIROANALYTICAL INC	\$ 756.00
07/30/2021	ACH3939	C & S CHEMICALS INC	\$ 50,264.46
07/30/2021	ACH3940	CarbPure Technologies LLC	\$ 71,732.00
07/30/2021	ACH3941	CED - Port Charlotte	\$ 4,541.07
07/30/2021	ACH3942	CenturyLink-6358	\$ 1,642.78
07/30/2021	ACH3943	Centurylink 3363	\$ 140.47
07/30/2021	ACH3944	CHENANGO SUPPLY CO., INC.	\$ 2,242.70
07/30/2021	ACH3945	CINTAS FIRE 636525	\$ 210.00
07/30/2021	ACH3946	EARTH BALANCE	\$ 2,695.61
07/30/2021	ACH3947	Environmental Science Associates	\$ 2,640.00
07/30/2021	ACH3948	FEL-FT MYERS WATERWORKS	\$ 1,056.61
07/30/2021	ACH3949	Hach Company	\$ 4,168.54
07/30/2021	ACH3950	HVMI LLC	\$ 33,389.64
07/30/2021	ACH3951	J H HAM ENGINEERING INC	\$ 452,471.73
07/30/2021	ACH3952	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
07/30/2021	ACH3953	JOHNSON ENGINEERING INC	\$ 5,348.00
07/30/2021	ACH3954	KEETON'S OFFICE & ART SUPPLY	\$ 1,114.27
07/30/2021	ACH3955	MANSON BOLVES DONALDSON VARN	\$ 20,942.50
07/30/2021	ACH3956	MSC INDUSTRIAL SUPPLY CO	\$ 748.32
07/30/2021	ACH3957	PHENOVA INC	\$ 195.90
07/30/2021	ACH3958	PROGRESSIVE WATER RESOURCES LLC	\$ 9,000.00
07/30/2021	ACH3959	REXEL USA Inc	\$ 4,852.21
07/30/2021	ACH3960	SARASOTA CHAMBER OF COMMERCE	\$ -
07/30/2021	ACH3961	SARASOTA HERALD TRIBUNE	\$ 838.75
07/30/2021	ACH3962	SOUTHERN TANK AND PUMP	\$ 1,351.65
07/30/2021	ACH3963	STANTEC CONSULTING SERVICES	\$ 3,015.84
07/30/2021	ACH3964	SUNSHINE ACE HARDWARE	\$ 89.86
07/30/2021	ACH3965	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98

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Date	Document Number	Payee Name / Description	Amount
07/30/2021	ACH3966	Synergy Rents LLC	\$ 2,324.72
07/30/2021	ACH3967	TERRI BRUMFIELD	\$ 41.38
07/30/2021	ACH3968	THE LAKE DOCTORS INC	\$ 2,800.00
07/30/2021	ACH3969	TRULY NOLEN BRANCH 079	\$ 258.00
07/30/2021	ACH3970	UNIVAR SOLUTIONS USA INC	\$ 12,688.10
07/30/2021	ACH3971	USA Bluebook	\$ 457.90
07/30/2021	ADBT073121	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
07/30/2021	DBT073021	United States Treasury	\$ 32,094.26
07/30/2021	DBT07302021	Valic	\$ 8,835.74
08/03/2021	DBT080321	FLORIDA DIVISION OF RETIREMENT	\$ 64,284.14
08/12/2021		QuickBooks Payroll Service	\$ 101,244.87
08/13/2021	39209	Alan Maio	\$ 202.56
08/13/2021	39210	AMAZON	\$ 2,939.30
08/13/2021	39211	AWWA	\$ 85.00
08/13/2021	39212	Bates Flags & Flagpoles	\$ 127.45
08/13/2021	39213	BOB DEAN SUPPLY INC	\$ 403.68
08/13/2021	39214	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
08/13/2021	39215	DEX IMAGING	\$ 8.00
08/13/2021	39216	Mader Electric Motors	\$ 2,850.00
08/13/2021	39217	Manatee County Utilities Department	\$ 223.68
08/13/2021	39218	NaturZone Pest Control	\$ 136.00
08/13/2021	39219	SMITH RANCH & GARDEN INC	\$ 130.99
08/13/2021	39220	THE SUN	\$ 270.27
08/13/2021	39221	Waste Pro Bradenton/Sarasota	\$ 190.00
08/13/2021	ACH3972	ADVANTAGE CARE INC.	\$ 40.00
08/13/2021	ACH3973	ALLIED ELECTRONICS INC	\$ 4,766.40
08/13/2021	ACH3974	ALLIED UNIVERSAL CORP	\$ 6,901.50
08/13/2021	ACH3975	BLACK & VEATCH	\$ 2,885.43
08/13/2021	ACH3976	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
08/13/2021	ACH3977	C & S CHEMICALS INC	\$ 42,775.88
08/13/2021	ACH3978	CarbPure Technologies LLC	\$ 23,226.00
08/13/2021	ACH3979	CAROLLO ENGINEERS INC	\$ 19,654.47
08/13/2021	ACH3980	CED - Port Charlotte	\$ 4,199.00
08/13/2021	ACH3981	CENTURYLINK	\$ 358.25
08/13/2021	ACH3982	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,967.35
08/13/2021	ACH3983	CINTAS	\$ 431.86
08/13/2021	ACH3984	EARTH BALANCE	\$ 3,196.00
08/13/2021	ACH3985	Entech	\$ 5,882.70
08/13/2021	ACH3986	Fisher Scientific	\$ 669.68
08/13/2021	ACH3987	GB Technologies Inc	\$ 2,768.62
08/13/2021	ACH3988	Hach Company	\$ 56.70
08/13/2021	ACH3989	HDR ENGINEERING INC	\$ 165,340.24
08/13/2021	ACH3990	Hostetler Irrigation Inc	\$ 2,746.42
08/13/2021	ACH3991	IDEXX DISTRIBUTION INC	\$ 246.80
08/13/2021	ACH3992	KEETON'S OFFICE & ART SUPPLY	\$ 325.29
08/13/2021	ACH3993	KIMLEY-HORN AND ASSOCIATES INC	\$ 34,870.40
08/13/2021	ACH3994	Mike Coates (v)	\$ 141.00
08/13/2021	ACH3995	Poole & Kent Company of Florida	\$ 114,300.00
08/13/2021	ACH3996	PROGRESSIVE WATER RESOURCES LLC	\$ 33,811.00
08/13/2021	ACH3997	ROGERS PETROLEUM INC	\$ 1,371.62
08/13/2021	ACH3998	SARASOTA HERALD TRIBUNE	\$ 1,457.50
08/13/2021	ACH3999	STANTEC CONSULTING SERVICES	\$ 13,080.62
08/13/2021	ACH4000	SUNSHINE ACE HARDWARE	\$ 109.91
08/13/2021	ACH4001	ULINE	\$ 546.39
08/13/2021	ACH4002	UNIVAR SOLUTIONS USA INC	\$ 8,296.35
08/13/2021	ACH4003	UPS	\$ 26.22
08/13/2021	ACH4004	USA Bluebook	\$ 1,224.87
08/13/2021	ACH4005	Wade Trim INC	\$ 13,788.51
08/13/2021	ADBT081321	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
08/13/2021	DBT081321	United States Treasury	\$ 33,993.72
08/13/2021	DBT81321	Valic	\$ 8,137.43

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Date	Document Number	Payee Name / Description	Amount
08/25/2021	ACH08252021	PNC Bank	\$ 4,549.60
08/26/2021		QuickBooks Payroll Service	\$ 96,669.05
08/27/2021	39222	BILL'S BOTTLED WATER SERVICE	\$ 27.00
08/27/2021	39223	Braden River Utilities LLC	\$ 103.82
08/27/2021	39224	D M CONSTRUCTION CORP	\$ 8,148.81
08/27/2021	39225	DESOTO CO CHAMBER OF COMMERCE	\$ 375.00
08/27/2021	39226	DEX IMAGING	\$ 9.00
08/27/2021	39227	GRAINGER	\$ 2,328.58
08/27/2021	39228	HOME DEPOT	\$ 527.74
08/27/2021	39229	McCABE & ASSOCIATES	\$ 3,000.00
08/27/2021	39230	SAM'S CLUB	\$ 119.12
08/27/2021	39231	SARASOTA TROPHY & AWARDS INC	\$ 370.50
08/27/2021	39232	SHRM	\$ 219.00
08/27/2021	39233	SUTTER ROOFING COMPANY OF FLORIDA	\$ 382.35
08/27/2021	39234	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/27/2021	39235	VERIZON WIRELESS	\$ 94.87
08/27/2021	39236	WOMACK SANITATION INC	\$ 1,500.00
08/27/2021	ACH4006	Abacus Web Services	\$ 99.00
08/27/2021	ACH4007	Air Mechanical & Service Corp	\$ 4,941.74
08/27/2021	ACH4008	AIRGAS SPECIALTY PRODUCTS	\$ 2,952.87
08/27/2021	ACH4009	AIRGAS USA LLC	\$ 704.35
08/27/2021	ACH4010	ALLIED UNIVERSAL CORP	\$ 24,615.57
08/27/2021	ACH4011	ANIXTER INC.	\$ 4,643.37
08/27/2021	ACH4012	ASRUS LLC	\$ 2,500.00
08/27/2021	ACH4013	BENCHMARK ENVIROANALYTICAL INC	\$ 2,816.26
08/27/2021	ACH4014	Brenntag Mid-South Inc	\$ 28,758.40
08/27/2021	ACH4015	Briggs Equipment Inc.	\$ 1,423.43
08/27/2021	ACH4016	C & S CHEMICALS INC	\$ 50,247.87
08/27/2021	ACH4017	CarbPure Technologies LLC	\$ 47,826.60
08/27/2021	ACH4018	CAROLLO ENGINEERS INC	\$ 956.41
08/27/2021	ACH4019	CED - Port Charlotte	\$ 5,490.93
08/27/2021	ACH4020	CenturyLink-6358	\$ 1,642.78
08/27/2021	ACH4021	Centurylink 3363	\$ 140.49
08/27/2021	ACH4022	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,375.19
08/27/2021	ACH4023	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 205,700.28
08/27/2021	ACH4024	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/27/2021	ACH4025	COLE-PARMER INSTRUMENT CO	\$ 321.24
08/27/2021	ACH4026	CORONADO LAWN SERVICE OF FL	\$ 6,425.00
08/27/2021	ACH4027	CULLIGAN WATER of Sarasota	\$ 211.58
08/27/2021	ACH4028	DELL MARKETING LP	\$ 20,521.84
08/27/2021	ACH4029	DESOTO COUNTY (V)	\$ 66,333.33
08/27/2021	ACH4030	EARTH BALANCE	\$ 884.98
08/27/2021	ACH4031	Fisher Scientific	\$ 714.51
08/27/2021	ACH4032	Florida Coast Equipment	\$ 189.95
08/27/2021	ACH4033	FLUID CONTROL SPECIALTIES INC	\$ 2,030.00
08/27/2021	ACH4034	FRONTIER COMMUNICATIONS	\$ 240.98
08/27/2021	ACH4035	GARNEY CONSTRUCTION	\$ 1,813.80
08/27/2021	ACH4036	Hostetler Irrigation Inc	\$ 534.77
08/27/2021	ACH4037	HVMI LLC	\$ 33,758.89
08/27/2021	ACH4038	Instrument Specialties INC	\$ 5,863.59
08/27/2021	ACH4039	J H HAM ENGINEERING INC	\$ 3,976.96
08/27/2021	ACH4040	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
08/27/2021	ACH4041	JAN-PRO OF MANASOTA	\$ 544.00
08/27/2021	ACH4042	JANICKI ENVIRONMENTAL INC	\$ 26,419.00
08/27/2021	ACH4043	JESSICA BENSON (V)	\$ 37.54
08/27/2021	ACH4044	JOHNSON ENGINEERING INC	\$ 954.00
08/27/2021	ACH4045	KEETON'S OFFICE & ART SUPPLY	\$ 252.00
08/27/2021	ACH4046	KING ENGINEERING ASSOCIATES INC	\$ 2,217.60
08/27/2021	ACH4047	LLumin INC	\$ 2,250.00
08/27/2021	ACH4048	M&M CONTRACTORS INC	\$ 19,728.20
08/27/2021	ACH4049	Marisol Garcia (V)	\$ 2,781.00

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Date	Document Number	Payee Name / Description	Amount
08/27/2021	ACH4050	PHENOVA INC	\$ 559.90
08/27/2021	ACH4051	Poole & Kent Company of Florida	\$ 291,089.48
08/27/2021	ACH4052	PRO-CHEM INC	\$ 1,000.50
08/27/2021	ACH4053	Rachel V Kersten (V)	\$ 95.00
08/27/2021	ACH4054	REXEL USA Inc	\$ 1,061.23
08/27/2021	ACH4055	RICHARD ANDERSON (V)	\$ 207.00
08/27/2021	ACH4056	SARASOTA CHAMBER OF COMMERCE	\$ 395.00
08/27/2021	ACH4057	SARASOTA HERALD TRIBUNE	\$ 258.50
08/27/2021	ACH4058	SD Myers LLC	\$ 3,305.00
08/27/2021	ACH4059	Shimadzu Scientific Instruments	\$ 10,365.60
08/27/2021	ACH4060	SIEMENS INDUSTRY INC	\$ 3,076.00
08/27/2021	ACH4061	SOUTHERN TANK AND PUMP	\$ 706.00
08/27/2021	ACH4062	STANTEC CONSULTING SERVICES	\$ 3,015.84
08/27/2021	ACH4063	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
08/27/2021	ACH4064	TAMPA ARMATURE WORKS INC	\$ 6,057.00
08/27/2021	ACH4065	TERRI BRUMFIELD	\$ 80.00
08/27/2021	ACH4066	TRULY NOLEN BRANCH 079	\$ 258.00
08/27/2021	ACH4067	UNIVAR SOLUTIONS USA INC	\$ 12,497.58
08/27/2021	ACH4068	UPS	\$ 12.18
08/27/2021	ACH4069	USA Bluebook	\$ 37.44
08/27/2021	ACH4070	VOYAGER FLEET SYSTEMS INC	\$ 3,241.43
08/27/2021	ACH4071	WEST COAST MOWING	\$ 4,710.00
08/27/2021	ACH082721	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
08/27/2021	ACH82721	United States Treasury	\$ 36,857.22
08/27/2021	ACH8272021	Valic	\$ 34,824.17
Total			\$ 4,843,330.46

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Date	Document Number	Payee Name / Description	Amount
07/16/2021	ACH3886	1& Done Handyman LLC	\$ 1,612.85
07/02/2021	ACH3834	AA ELECTRIC SE INC	\$ 3,354.81
07/30/2021	ACH3929	AA ELECTRIC SE INC	\$ 946.04
08/27/2021	ACH4006	Abacus Web Services	\$ 99.00
07/16/2021	ACH3887	ADVANTAGE CARE INC.	\$ 120.00
08/13/2021	ACH3972	ADVANTAGE CARE INC.	\$ 40.00
07/30/2021	ACH3930	AIR CENTERS-FLORIDA	\$ 9,449.88
07/02/2021	ACH3835	Air Mechanical & Service Corp	\$ 2,085.45
07/16/2021	ACH3888	Air Mechanical & Service Corp	\$ 602.35
08/27/2021	ACH4007	Air Mechanical & Service Corp	\$ 4,941.74
07/02/2021	ACH3836	AIRGAS SPECIALTY PRODUCTS	\$ 3,024.70
07/30/2021	ACH3931	AIRGAS SPECIALTY PRODUCTS	\$ 3,041.67
08/27/2021	ACH4008	AIRGAS SPECIALTY PRODUCTS	\$ 2,952.87
07/30/2021	ACH3932	AIRGAS USA LLC	\$ 146.50
08/27/2021	ACH4009	AIRGAS USA LLC	\$ 704.35
08/13/2021	39209	Alan Maio	\$ 202.56
07/30/2021	ACH3933	ALLIANCE FIRE & SAFETY	\$ 220.00
07/02/2021	ACH3837	ALLIED ELECTRONICS INC	\$ 55.60
07/16/2021	ACH3889	ALLIED ELECTRONICS INC	\$ 1,659.64
07/30/2021	ACH3934	ALLIED ELECTRONICS INC	\$ 2,763.20
08/13/2021	ACH3973	ALLIED ELECTRONICS INC	\$ 4,766.40
07/02/2021	ACH3838	ALLIED UNIVERSAL CORP	\$ 15,263.30
07/16/2021	ACH3890	ALLIED UNIVERSAL CORP	\$ 4,916.09
07/30/2021	ACH3935	ALLIED UNIVERSAL CORP	\$ 17,715.58
08/13/2021	ACH3974	ALLIED UNIVERSAL CORP	\$ 6,901.50
08/27/2021	ACH4010	ALLIED UNIVERSAL CORP	\$ 24,615.57
07/02/2021	39154	AMAZON	\$ 3,450.20
08/13/2021	39210	AMAZON	\$ 2,939.30
08/27/2021	ACH4011	ANIXTER INC.	\$ 4,643.37
07/16/2021	ACH3891	ASRUS LLC	\$ 3,750.00
08/27/2021	ACH4012	ASRUS LLC	\$ 2,500.00
07/16/2021	39167	ASSOC. OF STATE DAM SAFETY OFFICIAL	\$ 2,090.00
07/16/2021	ACH3892	AUDIO VISUAL INNOVATIONS, INC.	\$ 1,221.00
07/30/2021	ACH3936	Awning Solution INC	\$ 4,395.00
08/13/2021	39211	AWWA	\$ 85.00
08/13/2021	39212	Bates Flags & Flagpoles	\$ 127.45
07/30/2021	ACH3937	BATTERIES PLUS BULBS #451	\$ 99.90
07/02/2021	ACH3839	BEAMEX INC	\$ 120.00
07/02/2021	ACH3840	BENCHMARK ENVIROANALYTICAL INC	\$ 172.00
07/16/2021	ACH3893	BENCHMARK ENVIROANALYTICAL INC	\$ 2,144.68
07/30/2021	ACH3938	BENCHMARK ENVIROANALYTICAL INC	\$ 756.00
08/27/2021	ACH4013	BENCHMARK ENVIROANALYTICAL INC	\$ 2,816.26
07/30/2021	39195	BILL'S BOTTLED WATER SERVICE	\$ 27.00
08/27/2021	39222	BILL'S BOTTLED WATER SERVICE	\$ 27.00
07/02/2021	ACH3841	BLACK & VEATCH	\$ 26,257.50
08/13/2021	ACH3975	BLACK & VEATCH	\$ 2,885.43
07/16/2021	ACH3894	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
08/13/2021	ACH3976	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
08/13/2021	39213	BOB DEAN SUPPLY INC	\$ 403.68
07/16/2021	39168	Braden River Utilities LLC	\$ 99.32
08/27/2021	39223	Braden River Utilities LLC	\$ 103.82
08/27/2021	ACH4014	Brenntag Mid-South Inc	\$ 28,758.40
07/16/2021	ACH3895	Briggs Equipment Inc.	\$ 1,381.96
08/27/2021	ACH4015	Briggs Equipment Inc.	\$ 1,423.43
07/16/2021	39169	BUREAU OF ELEVATOR SAFETY	\$ 75.00
07/02/2021	ACH3842	C & S CHEMICALS INC	\$ 32,458.83
07/16/2021	ACH3896	C & S CHEMICALS INC	\$ 60,247.16
07/30/2021	ACH3939	C & S CHEMICALS INC	\$ 50,264.46
08/13/2021	ACH3977	C & S CHEMICALS INC	\$ 42,775.88
08/27/2021	ACH4016	C & S CHEMICALS INC	\$ 50,247.87
07/02/2021	ACH3843	CarbPure Technologies LLC	\$ 71,352.80

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Date	Document Number	Payee Name / Description	Amount
07/16/2021	ACH3897	CarbPure Technologies LLC	\$ 46,910.20
07/30/2021	ACH3940	CarbPure Technologies LLC	\$ 71,732.00
08/13/2021	ACH3978	CarbPure Technologies LLC	\$ 23,226.00
08/27/2021	ACH4017	CarbPure Technologies LLC	\$ 47,826.60
07/16/2021	ACH3898	CAROLLO ENGINEERS INC	\$ 1,108.23
08/13/2021	ACH3979	CAROLLO ENGINEERS INC	\$ 19,654.47
08/27/2021	ACH4018	CAROLLO ENGINEERS INC	\$ 956.41
07/16/2021	ACH3899	CEC Controls Company Inc.	\$ 59,230.00
07/02/2021	ACH3844	CED - Port Charlotte	\$ 49.68
07/30/2021	ACH3941	CED - Port Charlotte	\$ 4,541.07
08/13/2021	ACH3980	CED - Port Charlotte	\$ 4,199.00
08/27/2021	ACH4019	CED - Port Charlotte	\$ 5,490.93
07/02/2021	ACH3845	CENTURYLINK	\$ 369.15
08/13/2021	ACH3981	CENTURYLINK	\$ 358.25
07/02/2021	ACH3847	Centurylink 3363	\$ 144.99
07/30/2021	ACH3943	Centurylink 3363	\$ 140.47
08/27/2021	ACH4021	Centurylink 3363	\$ 140.49
07/02/2021	ACH3846	CenturyLink-6358	\$ 1,645.59
07/30/2021	ACH3942	CenturyLink-6358	\$ 1,642.78
08/27/2021	ACH4020	CenturyLink-6358	\$ 1,642.78
07/02/2021	ACH3848	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,517.27
08/13/2021	ACH3982	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,967.35
08/27/2021	ACH4022	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,375.19
08/27/2021	ACH4023	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 205,700.28
07/16/2021	ACH3900	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/27/2021	ACH4024	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/02/2021	39155	CHARLOTTE PLUMBING & BATH INC	\$ 195.00
07/30/2021	ACH3944	CHENANGO SUPPLY CO., INC.	\$ 2,242.70
07/16/2021	ACH3901	CINTAS	\$ 428.94
08/13/2021	ACH3983	CINTAS	\$ 431.86
07/30/2021	ACH3945	CINTAS FIRE 636525	\$ 210.00
08/27/2021	ACH4025	COLE-PARMER INSTRUMENT CO	\$ 321.24
07/02/2021	ACH3849	CORONADO LAWN SERVICE OF FL	\$ 575.00
07/16/2021	ACH3902	CORONADO LAWN SERVICE OF FL	\$ 3,430.00
08/27/2021	ACH4026	CORONADO LAWN SERVICE OF FL	\$ 6,425.00
07/16/2021	ACH3903	CULLIGAN WATER of Sarasota	\$ 211.58
08/27/2021	ACH4027	CULLIGAN WATER of Sarasota	\$ 211.58
07/30/2021	39196	D M CONSTRUCTION CORP	\$ 14,407.17
08/27/2021	39224	D M CONSTRUCTION CORP	\$ 8,148.81
07/16/2021	ACH3904	Daniel J Roberts (V)	\$ 14.00
08/27/2021	ACH4028	DELL MARKETING LP	\$ 20,521.84
07/02/2021	39156	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 307.42
07/16/2021	39170	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,587.08
07/30/2021	39197	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,268.07
08/27/2021	39225	DESOTO CO CHAMBER OF COMMERCE	\$ 375.00
07/16/2021	ACH3905	DESOTO COUNTY (V)	\$ 66,333.33
08/27/2021	ACH4029	DESOTO COUNTY (V)	\$ 66,333.33
08/13/2021	39214	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
07/02/2021	39157	DEX IMAGING	\$ 1,699.23
07/16/2021	39171	DEX IMAGING	\$ 8.00
08/13/2021	39215	DEX IMAGING	\$ 8.00
08/27/2021	39226	DEX IMAGING	\$ 9.00
07/02/2021	ACH3850	DMK ASSOCIATES	\$ 539.50
07/02/2021	39158	DMS-FINANCIAL MGMT SERVICES	\$ 442.07
07/30/2021	39198	DMS-FINANCIAL MGMT SERVICES	\$ 442.05
07/02/2021	ACH3851	DOUGLAS LEATH (V)	\$ 258.77
07/16/2021	ACH3906	DSS Services LLC	\$ 240.00
07/02/2021	ACH3852	EARTH BALANCE	\$ 43,191.18
07/30/2021	ACH3946	EARTH BALANCE	\$ 2,695.61
08/13/2021	ACH3984	EARTH BALANCE	\$ 3,196.00
08/27/2021	ACH4030	EARTH BALANCE	\$ 884.98

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07/16/2021	ACH3907	Entech	\$ 5,856.30
08/13/2021	ACH3985	Entech	\$ 5,882.70
07/16/2021	ACH3908	Environmental Science Associates	\$ 4,070.00
07/30/2021	ACH3947	Environmental Science Associates	\$ 2,640.00
07/02/2021	ACH3853	F.J. Nugent & Associates Inc	\$ 137.56
07/02/2021	ACH3854	FEL-FT MYERS WATERWORKS	\$ 7,632.66
07/16/2021	ACH3909	FEL-FT MYERS WATERWORKS	\$ 342.30
07/30/2021	ACH3948	FEL-FT MYERS WATERWORKS	\$ 1,056.61
07/02/2021	ACH3855	Fisher Scientific	\$ 522.56
07/16/2021	ACH3910	Fisher Scientific	\$ 3,311.17
08/13/2021	ACH3986	Fisher Scientific	\$ 669.68
08/27/2021	ACH4031	Fisher Scientific	\$ 714.51
08/27/2021	ACH4032	Florida Coast Equipment	\$ 189.95
07/02/2021	39159	FLORIDA DEPARTMENT OF STATE	\$ 31.78
07/30/2021	39199	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
08/03/2021	DBT080321	FLORIDA DIVISION OF RETIREMENT	\$ 64,284.14
07/02/2021	39160	FLORIDA POWER & LIGHT COMPANY	\$ 131,773.66
07/30/2021	39200	FLORIDA POWER & LIGHT COMPANY	\$ 120,209.01
07/02/2021	ACH3856	Florida Spec Services Inc	\$ 1,750.00
07/30/2021	39201	FLORIDA TECHNICAL PRODUCTS INC	\$ 3,232.65
07/02/2021	ACH3857	FLUID CONTROL SPECIALTIES INC	\$ 3,486.00
08/27/2021	ACH4033	FLUID CONTROL SPECIALTIES INC	\$ 2,030.00
07/16/2021	ACH3911	FRONTIER COMMUNICATIONS	\$ 240.98
08/27/2021	ACH4034	FRONTIER COMMUNICATIONS	\$ 240.98
08/27/2021	ACH4035	GARNEY CONSTRUCTION	\$ 1,813.80
08/13/2021	ACH3987	GB Technologies Inc	\$ 2,768.62
07/30/2021	39202	GRAINGER	\$ 217.76
08/27/2021	39227	GRAINGER	\$ 2,328.58
07/16/2021	ACH3912	GRAY MATTER SYSTEMS INC	\$ 1,888.02
07/02/2021	ACH3858	Hach Company	\$ 205.66
07/16/2021	ACH3913	Hach Company	\$ 1,305.37
07/30/2021	ACH3949	Hach Company	\$ 4,168.54
08/13/2021	ACH3988	Hach Company	\$ 56.70
07/16/2021	ACH3914	HDR ENGINEERING INC	\$ 130,447.77
08/13/2021	ACH3989	HDR ENGINEERING INC	\$ 165,340.24
07/02/2021	39161	HOME DEPOT	\$ 172.95
07/30/2021	39203	HOME DEPOT	\$ 315.30
08/27/2021	39228	HOME DEPOT	\$ 527.74
08/13/2021	ACH3990	Hostetler Irrigation Inc	\$ 2,746.42
08/27/2021	ACH4036	Hostetler Irrigation Inc	\$ 534.77
07/30/2021	ACH3950	HVMI LLC	\$ 33,389.64
08/27/2021	ACH4037	HVMI LLC	\$ 33,758.89
07/02/2021	ACH3859	IDEXX DISTRIBUTION INC	\$ 1,047.24
08/13/2021	ACH3991	IDEXX DISTRIBUTION INC	\$ 246.80
08/27/2021	ACH4038	Instrument Specialties INC	\$ 5,863.59
07/02/2021	ACH3860	J H HAM ENGINEERING INC	\$ 62,731.21
07/30/2021	ACH3951	J H HAM ENGINEERING INC	\$ 452,471.73
08/27/2021	ACH4039	J H HAM ENGINEERING INC	\$ 3,976.96
07/16/2021	ACH3916	JANICKI ENVIRONMENTAL INC	\$ 34,202.00
08/27/2021	ACH4042	JANICKI ENVIRONMENTAL INC	\$ 26,419.00
07/30/2021	ACH3952	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
08/27/2021	ACH4040	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
07/16/2021	ACH3915	JAN-PRO OF MANASOTA	\$ 794.00
08/27/2021	ACH4041	JAN-PRO OF MANASOTA	\$ 544.00
07/16/2021	ACH3917	JESSICA BENSON (V)	\$ 570.00
08/27/2021	ACH4043	JESSICA BENSON (V)	\$ 37.54
07/02/2021	ACH3861	JOHNSON ENGINEERING INC	\$ 26,790.50
07/30/2021	ACH3953	JOHNSON ENGINEERING INC	\$ 5,348.00
08/27/2021	ACH4044	JOHNSON ENGINEERING INC	\$ 954.00
07/16/2021	39172	KED GROUP INC	\$ 21,640.00
07/02/2021	ACH3862	KEETON'S OFFICE & ART SUPPLY	\$ 1,041.55

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Date	Document Number	Payee Name / Description	Amount
07/16/2021	ACH3918	KEETON'S OFFICE & ART SUPPLY	\$ 381.35
07/30/2021	ACH3954	KEETON'S OFFICE & ART SUPPLY	\$ 1,114.27
08/13/2021	ACH3992	KEETON'S OFFICE & ART SUPPLY	\$ 325.29
08/27/2021	ACH4045	KEETON'S OFFICE & ART SUPPLY	\$ 252.00
07/02/2021	ACH3863	KIMLEY-HORN AND ASSOCIATES INC	\$ 29,727.60
08/13/2021	ACH3993	KIMLEY-HORN AND ASSOCIATES INC	\$ 34,870.40
08/27/2021	ACH4046	KING ENGINEERING ASSOCIATES INC	\$ 2,217.60
08/27/2021	ACH4047	LLumin INC	\$ 2,250.00
07/02/2021	39162	Locher Environmental LLC	\$ 36,467.00
07/30/2021	39204	Locher Environmental LLC	\$ 4,567.02
07/16/2021	39173	LWR Town Center Association Inc	\$ 2,449.05
08/27/2021	ACH4048	M&M CONTRACTORS INC	\$ 19,728.20
08/13/2021	39216	Mader Electric Motors	\$ 2,850.00
07/16/2021	39174	Manatee County Utilities Department	\$ 229.52
08/13/2021	39217	Manatee County Utilities Department	\$ 223.68
07/16/2021	ACH3919	MANSON BOLVES DONALDSON VARN	\$ 23,802.50
07/30/2021	ACH3955	MANSON BOLVES DONALDSON VARN	\$ 20,942.50
07/16/2021	ACH3920	Marisol Garcia (V)	\$ 2,781.00
08/27/2021	ACH4049	Marisol Garcia (V)	\$ 2,781.00
07/02/2021	ACH3864	Markay Consulting Group LLC	\$ 1,250.00
07/02/2021	ACH3865	Martin Septic Service INC	\$ 400.00
08/27/2021	39229	McCABE & ASSOCIATES	\$ 3,000.00
07/02/2021	ACH3866	MCMMASTER-CARR SUPPLY CO	\$ 264.13
08/13/2021	ACH3994	Mike Coates (v)	\$ 141.00
07/02/2021	ACH3867	MSC INDUSTRIAL SUPPLY CO	\$ 901.47
07/30/2021	ACH3956	MSC INDUSTRIAL SUPPLY CO	\$ 748.32
07/02/2021	ACH3868	Natural Resources LLC	\$ 68,160.00
07/16/2021	39175	NaturZone Pest Control	\$ 76.00
08/13/2021	39218	NaturZone Pest Control	\$ 136.00
07/30/2021	ACH3957	PHENOVA INC	\$ 195.90
08/27/2021	ACH4050	PHENOVA INC	\$ 559.90
07/02/2021	ACH3869	Pine Environmental Services LLC	\$ 61,467.50
07/02/2021	ACH3870	Pitney Bowes- Lease	\$ 209.85
07/25/2021	ACH07252021	PNC Bank	\$ 6,038.02
08/25/2021	ACH08252021	PNC Bank	\$ 4,549.60
08/13/2021	ACH3995	Poole & Kent Company of Florida	\$ 114,300.00
08/27/2021	ACH4051	Poole & Kent Company of Florida	\$ 291,089.48
07/02/2021	ACH3871	PRO-CHEM INC	\$ 716.00
07/16/2021	ACH3921	PRO-CHEM INC	\$ 171.90
08/27/2021	ACH4052	PRO-CHEM INC	\$ 1,000.50
07/02/2021	ACH3872	PROGRESSIVE WATER RESOURCES LLC	\$ 3,637.50
07/16/2021	ACH3922	PROGRESSIVE WATER RESOURCES LLC	\$ 30,181.25
07/30/2021	ACH3958	PROGRESSIVE WATER RESOURCES LLC	\$ 9,000.00
08/13/2021	ACH3996	PROGRESSIVE WATER RESOURCES LLC	\$ 33,811.00
07/01/2021		QuickBooks Payroll Service	\$ 93,211.28
07/15/2021		QuickBooks Payroll Service	\$ 96,793.42
07/29/2021		QuickBooks Payroll Service	\$ 94,548.37
08/12/2021		QuickBooks Payroll Service	\$ 101,244.87
08/26/2021		QuickBooks Payroll Service	\$ 96,669.05
08/27/2021	ACH4053	Rachel V Kersten (V)	\$ 95.00
07/02/2021	ACH3873	REXEL USA Inc	\$ 39.95
07/30/2021	ACH3959	REXEL USA Inc	\$ 4,852.21
08/27/2021	ACH4054	REXEL USA Inc	\$ 1,061.23
08/27/2021	ACH4055	RICHARD ANDERSON (V)	\$ 207.00
07/02/2021	39163	ROGERS PETROLEUM INC	\$ 4,199.35
08/13/2021	ACH3997	ROGERS PETROLEUM INC	\$ 1,371.62
07/30/2021	39205	SAM'S CLUB	\$ 199.49
08/27/2021	39230	SAM'S CLUB	\$ 119.12
07/30/2021	ACH3960	SARASOTA CHAMBER OF COMMERCE	\$ -
08/27/2021	ACH4056	SARASOTA CHAMBER OF COMMERCE	\$ 395.00
07/16/2021	39176	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,818.54

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07/30/2021	ACH3961	SARASOTA HERALD TRIBUNE	\$ 838.75
08/13/2021	ACH3998	SARASOTA HERALD TRIBUNE	\$ 1,457.50
08/27/2021	ACH4057	SARASOTA HERALD TRIBUNE	\$ 258.50
08/27/2021	39231	SARASOTA TROPHY & AWARDS INC	\$ 370.50
08/27/2021	ACH4058	SD Myers LLC	\$ 3,305.00
08/27/2021	ACH4059	Shimadzu Scientific Instruments	\$ 10,365.60
08/27/2021	39232	SHRM	\$ 219.00
07/02/2021	ACH3874	SIEMENS INDUSTRY INC	\$ 3,156.00
08/27/2021	ACH4060	SIEMENS INDUSTRY INC	\$ 3,076.00
07/02/2021	ACH3875	SIMS CRANE & EQUIPMENT	\$ 1,476.60
08/13/2021	39219	SMITH RANCH & GARDEN INC	\$ 130.99
07/30/2021	ACH3962	SOUTHERN TANK AND PUMP	\$ 1,351.65
08/27/2021	ACH4061	SOUTHERN TANK AND PUMP	\$ 706.00
07/30/2021	39206	SPECIALTY PARTS	\$ 133.26
07/02/2021	ACH3876	STANTEC CONSULTING SERVICES	\$ 20,320.34
07/30/2021	ACH3963	STANTEC CONSULTING SERVICES	\$ 3,015.84
08/13/2021	ACH3999	STANTEC CONSULTING SERVICES	\$ 13,080.62
08/27/2021	ACH4062	STANTEC CONSULTING SERVICES	\$ 3,015.84
07/02/2021	ADBT070221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
07/16/2021	ADBT071621	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
07/30/2021	ADBT073121	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
08/13/2021	ADBT081321	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
08/27/2021	ACH082721	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
07/02/2021	ACH3877	SUNSHINE ACE HARDWARE	\$ 23.96
07/30/2021	ACH3964	SUNSHINE ACE HARDWARE	\$ 89.86
08/13/2021	ACH4000	SUNSHINE ACE HARDWARE	\$ 109.91
07/30/2021	ACH3965	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
08/27/2021	ACH4063	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
08/27/2021	39233	SUTTER ROOFING COMPANY OF FLORIDA	\$ 382.35
07/30/2021	ACH3966	Synergy Rents LLC	\$ 2,324.72
08/27/2021	ACH4064	TAMPA ARMATURE WORKS INC	\$ 6,057.00
07/02/2021	ACH3878	Tampa Bay Trane	\$ 456.00
07/30/2021	ACH3967	TERRI BRUMFIELD	\$ 41.38
08/27/2021	ACH4065	TERRI BRUMFIELD	\$ 80.00
07/16/2021	ACH3923	THATCHER CHEMICAL OF FLORIDA	\$ 28,960.00
07/02/2021	ACH3879	THE LAKE DOCTORS INC	\$ 2,600.00
07/16/2021	ACH3924	THE LAKE DOCTORS INC	\$ 2,600.00
07/30/2021	ACH3968	THE LAKE DOCTORS INC	\$ 2,800.00
07/16/2021	39177	THE SUN	\$ 426.14
07/30/2021	39207	THE SUN	\$ 712.14
08/13/2021	39220	THE SUN	\$ 270.27
07/02/2021	ACH3880	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
07/02/2021	ACH3881	TKW CONSULTING ENGINEERS INC	\$ 23,941.80
07/02/2021	39164	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 49.98
07/30/2021	ACH3969	TRULY NOLEN BRANCH 079	\$ 258.00
08/27/2021	ACH4066	TRULY NOLEN BRANCH 079	\$ 258.00
07/16/2021	39178	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/27/2021	39234	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/13/2021	ACH4001	ULINE	\$ 546.39
07/16/2021	39179	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
07/02/2021	DBT070221	United States Treasury	\$ 32,161.76
07/16/2021	DBT071621	United States Treasury	\$ 33,653.46
07/30/2021	DBT073021	United States Treasury	\$ 32,094.26
08/13/2021	DBT081321	United States Treasury	\$ 33,993.72
08/27/2021	ACH82721	United States Treasury	\$ 36,857.22
07/02/2021	ACH3882	UNIVAR SOLUTIONS USA INC	\$ 29,394.70
07/16/2021	ACH3925	UNIVAR SOLUTIONS USA INC	\$ 12,355.20
07/30/2021	ACH3970	UNIVAR SOLUTIONS USA INC	\$ 12,688.10
08/13/2021	ACH4002	UNIVAR SOLUTIONS USA INC	\$ 8,296.35
08/27/2021	ACH4067	UNIVAR SOLUTIONS USA INC	\$ 12,497.58
07/02/2021	ACH3883	UPS	\$ 20.18

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07/16/2021	ACH3926	UPS	\$ 99.40
08/13/2021	ACH4003	UPS	\$ 26.22
08/27/2021	ACH4068	UPS	\$ 12.18
07/16/2021	ACH3927	USA Bluebook	\$ 1,686.03
07/30/2021	ACH3971	USA Bluebook	\$ 457.90
08/13/2021	ACH4004	USA Bluebook	\$ 1,224.87
08/27/2021	ACH4069	USA Bluebook	\$ 37.44
07/02/2021	dbt070221	Valic	\$ 8,801.54
07/16/2021	DBT7162021	Valic	\$ 8,872.58
07/30/2021	DBT07302021	Valic	\$ 8,835.74
08/13/2021	DBT81321	Valic	\$ 8,137.43
08/27/2021	ACH8272021	Valic	\$ 34,824.17
07/02/2021	39165	VERIZON WIRELESS	\$ 96.83
07/30/2021	39208	VERIZON WIRELESS	\$ 95.10
08/27/2021	39235	VERIZON WIRELESS	\$ 94.87
07/16/2021	ACH3928	VOYAGER FLEET SYSTEMS INC	\$ 3,668.15
08/27/2021	ACH4070	VOYAGER FLEET SYSTEMS INC	\$ 3,241.43
07/02/2021	ACH3884	Wade Trim INC	\$ 21,286.61
08/13/2021	ACH4005	Wade Trim INC	\$ 13,788.51
07/16/2021	39180	Waste Pro Bradenton/Sarasota	\$ 190.00
08/13/2021	39221	Waste Pro Bradenton/Sarasota	\$ 190.00
07/02/2021	ACH3885	WEST COAST MOWING	\$ 3,535.00
08/27/2021	ACH4071	WEST COAST MOWING	\$ 4,710.00
07/02/2021	39166	WOMACK SANITATION INC	\$ 750.00
08/27/2021	39236	WOMACK SANITATION INC	\$ 1,500.00
Total			\$ 4,843,330.46

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Date	Document Number	Payee Name / Description	Amount
07/30/2021	ACH3951	J H HAM ENGINEERING INC	\$ 452,471.73
08/27/2021	ACH4051	Poole & Kent Company of Florida	\$ 291,089.48
08/27/2021	ACH4023	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 205,700.28
08/13/2021	ACH3989	HDR ENGINEERING INC	\$ 165,340.24
07/16/2021	ACH3900	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/27/2021	ACH4024	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/02/2021	39160	FLORIDA POWER & LIGHT COMPANY	\$ 131,773.66
07/16/2021	ACH3914	HDR ENGINEERING INC	\$ 130,447.77
07/30/2021	39200	FLORIDA POWER & LIGHT COMPANY	\$ 120,209.01
08/13/2021	ACH3995	Poole & Kent Company of Florida	\$ 114,300.00
08/12/2021		QuickBooks Payroll Service	\$ 101,244.87
07/15/2021		QuickBooks Payroll Service	\$ 96,793.42
08/26/2021		QuickBooks Payroll Service	\$ 96,669.05
07/29/2021		QuickBooks Payroll Service	\$ 94,548.37
07/01/2021		QuickBooks Payroll Service	\$ 93,211.28
07/30/2021	ACH3940	CarbPure Technologies LLC	\$ 71,732.00
07/02/2021	ACH3843	CarbPure Technologies LLC	\$ 71,352.80
07/02/2021	ACH3868	Natural Resources LLC	\$ 68,160.00
07/16/2021	ACH3905	DESOTO COUNTY (V)	\$ 66,333.33
08/27/2021	ACH4029	DESOTO COUNTY (V)	\$ 66,333.33
08/03/2021	DBT080321	FLORIDA DIVISION OF RETIREMENT	\$ 64,284.14
07/02/2021	ACH3860	J H HAM ENGINEERING INC	\$ 62,731.21
07/02/2021	ACH3869	Pine Environmental Services LLC	\$ 61,467.50
07/16/2021	ACH3896	C & S CHEMICALS INC	\$ 60,247.16
07/16/2021	ACH3899	CEC Controls Company Inc.	\$ 59,230.00
07/30/2021	ACH3939	C & S CHEMICALS INC	\$ 50,264.46
08/27/2021	ACH4016	C & S CHEMICALS INC	\$ 50,247.87
08/27/2021	ACH4017	CarbPure Technologies LLC	\$ 47,826.60
07/16/2021	ACH3897	CarbPure Technologies LLC	\$ 46,910.20
07/02/2021	ACH3852	EARTH BALANCE	\$ 43,191.18
08/13/2021	ACH3977	C & S CHEMICALS INC	\$ 42,775.88
08/27/2021	ACH82721	United States Treasury	\$ 36,857.22
07/02/2021	39162	Locher Environmental LLC	\$ 36,467.00
08/13/2021	ACH3993	KIMLEY-HORN AND ASSOCIATES INC	\$ 34,870.40
08/27/2021	ACH8272021	Valic	\$ 34,824.17
07/16/2021	ACH3916	JANICKI ENVIRONMENTAL INC	\$ 34,202.00
08/13/2021	DBT081321	United States Treasury	\$ 33,993.72
08/13/2021	ACH3996	PROGRESSIVE WATER RESOURCES LLC	\$ 33,811.00
08/27/2021	ACH4037	HVMI LLC	\$ 33,758.89
07/16/2021	DBT071621	United States Treasury	\$ 33,653.46
07/30/2021	ACH3950	HVMI LLC	\$ 33,389.64
07/02/2021	ACH3842	C & S CHEMICALS INC	\$ 32,458.83
07/02/2021	DBT070221	United States Treasury	\$ 32,161.76
07/30/2021	DBT073021	United States Treasury	\$ 32,094.26
07/16/2021	ACH3922	PROGRESSIVE WATER RESOURCES LLC	\$ 30,181.25
07/02/2021	ACH3863	KIMLEY-HORN AND ASSOCIATES INC	\$ 29,727.60
07/02/2021	ACH3882	UNIVAR SOLUTIONS USA INC	\$ 29,394.70
07/16/2021	ACH3923	THATCHER CHEMICAL OF FLORIDA	\$ 28,960.00
08/27/2021	ACH4014	Brenntag Mid-South Inc	\$ 28,758.40
07/02/2021	ACH3861	JOHNSON ENGINEERING INC	\$ 26,790.50
08/27/2021	ACH4042	JANICKI ENVIRONMENTAL INC	\$ 26,419.00
07/02/2021	ACH3841	BLACK & VEATCH	\$ 26,257.50
08/27/2021	ACH4010	ALLIED UNIVERSAL CORP	\$ 24,615.57
07/02/2021	ACH3881	TKW CONSULTING ENGINEERS INC	\$ 23,941.80
07/16/2021	ACH3919	MANSON BOLVES DONALDSON VARN	\$ 23,802.50
08/13/2021	ACH3978	CarbPure Technologies LLC	\$ 23,226.00
07/16/2021	39172	KED GROUP INC	\$ 21,640.00
07/02/2021	ACH3884	Wade Trim INC	\$ 21,286.61
07/30/2021	ACH3955	MANSON BOLVES DONALDSON VARN	\$ 20,942.50
08/27/2021	ACH4028	DELL MARKETING LP	\$ 20,521.84
07/02/2021	ACH3876	STANTEC CONSULTING SERVICES	\$ 20,320.34

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Date	Document Number	Payee Name / Description	Amount
08/27/2021	ACH4048	M&M CONTRACTORS INC	\$ 19,728.20
08/13/2021	ACH3979	CAROLLO ENGINEERS INC	\$ 19,654.47
07/30/2021	ACH3935	ALLIED UNIVERSAL CORP	\$ 17,715.58
07/02/2021	ACH3838	ALLIED UNIVERSAL CORP	\$ 15,263.30
07/30/2021	39196	D M CONSTRUCTION CORP	\$ 14,407.17
08/13/2021	ACH4005	Wade Trim INC	\$ 13,788.51
08/13/2021	ACH3999	STANTEC CONSULTING SERVICES	\$ 13,080.62
07/30/2021	ACH3970	UNIVAR SOLUTIONS USA INC	\$ 12,688.10
08/27/2021	ACH4067	UNIVAR SOLUTIONS USA INC	\$ 12,497.58
07/16/2021	ACH3925	UNIVAR SOLUTIONS USA INC	\$ 12,355.20
08/27/2021	ACH4059	Shimadzu Scientific Instruments	\$ 10,365.60
07/30/2021	ACH3930	AIR CENTERS-FLORIDA	\$ 9,449.88
07/30/2021	ACH3958	PROGRESSIVE WATER RESOURCES LLC	\$ 9,000.00
07/16/2021	DBT7162021	Valic	\$ 8,872.58
07/30/2021	DBT07302021	Valic	\$ 8,835.74
07/02/2021	dbt070221	Valic	\$ 8,801.54
08/13/2021	ACH4002	UNIVAR SOLUTIONS USA INC	\$ 8,296.35
07/16/2021	39179	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
08/27/2021	39224	D M CONSTRUCTION CORP	\$ 8,148.81
08/13/2021	DBT81321	Valic	\$ 8,137.43
07/16/2021	39176	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 7,818.54
07/02/2021	ACH3854	FEL-FT MYERS WATERWORKS	\$ 7,632.66
08/13/2021	ACH3974	ALLIED UNIVERSAL CORP	\$ 6,901.50
08/27/2021	ACH4026	CORONADO LAWN SERVICE OF FL	\$ 6,425.00
08/27/2021	ACH4064	TAMPA ARMATURE WORKS INC	\$ 6,057.00
07/25/2021	ACH07252021	PNC Bank	\$ 6,038.02
07/30/2021	39199	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
08/13/2021	ACH3982	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,967.35
08/13/2021	ACH3985	Entech	\$ 5,882.70
08/27/2021	ACH4038	Instrument Specialties INC	\$ 5,863.59
07/16/2021	ACH3907	Entech	\$ 5,856.30
07/02/2021	ACH3848	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,517.27
08/27/2021	ACH4019	CED - Port Charlotte	\$ 5,490.93
07/30/2021	ACH3953	JOHNSON ENGINEERING INC	\$ 5,348.00
08/27/2021	ACH4007	Air Mechanical & Service Corp	\$ 4,941.74
07/16/2021	ACH3890	ALLIED UNIVERSAL CORP	\$ 4,916.09
07/30/2021	ACH3959	REXEL USA Inc	\$ 4,852.21
08/13/2021	ACH3973	ALLIED ELECTRONICS INC	\$ 4,766.40
08/27/2021	ACH4071	WEST COAST MOWING	\$ 4,710.00
08/27/2021	ACH4011	ANIXTER INC.	\$ 4,643.37
07/30/2021	39204	Locher Environmental LLC	\$ 4,567.02
08/25/2021	ACH08252021	PNC Bank	\$ 4,549.60
07/30/2021	ACH3941	CED - Port Charlotte	\$ 4,541.07
07/30/2021	ACH3936	Awning Solution INC	\$ 4,395.00
07/02/2021	39163	ROGERS PETROLEUM INC	\$ 4,199.35
08/13/2021	ACH3980	CED - Port Charlotte	\$ 4,199.00
07/30/2021	ACH3949	Hach Company	\$ 4,168.54
07/16/2021	ACH3908	Environmental Science Associates	\$ 4,070.00
08/27/2021	ACH4039	J H HAM ENGINEERING INC	\$ 3,976.96
07/16/2021	ACH3891	ASRUS LLC	\$ 3,750.00
07/16/2021	ACH3928	VOYAGER FLEET SYSTEMS INC	\$ 3,668.15
07/02/2021	ACH3872	PROGRESSIVE WATER RESOURCES LLC	\$ 3,637.50
07/02/2021	ACH3885	WEST COAST MOWING	\$ 3,535.00
07/02/2021	ACH3857	FLUID CONTROL SPECIALTIES INC	\$ 3,486.00
07/02/2021	39154	AMAZON	\$ 3,450.20
07/16/2021	ACH3902	CORONADO LAWN SERVICE OF FL	\$ 3,430.00
08/27/2021	ACH4022	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,375.19
07/02/2021	ACH3834	AA ELECTRIC SE INC	\$ 3,354.81
07/16/2021	ACH3910	Fisher Scientific	\$ 3,311.17
08/27/2021	ACH4058	SD Myers LLC	\$ 3,305.00
08/27/2021	ACH4070	VOYAGER FLEET SYSTEMS INC	\$ 3,241.43

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PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/30/2021	39201	FLORIDA TECHNICAL PRODUCTS INC	\$ 3,232.65
08/13/2021	ACH3984	EARTH BALANCE	\$ 3,196.00
07/02/2021	ACH3874	SIEMENS INDUSTRY INC	\$ 3,156.00
08/27/2021	ACH4060	SIEMENS INDUSTRY INC	\$ 3,076.00
07/30/2021	ACH3931	AIRGAS SPECIALTY PRODUCTS	\$ 3,041.67
07/02/2021	ACH3836	AIRGAS SPECIALTY PRODUCTS	\$ 3,024.70
07/30/2021	ACH3963	STANTEC CONSULTING SERVICES	\$ 3,015.84
08/27/2021	ACH4062	STANTEC CONSULTING SERVICES	\$ 3,015.84
08/27/2021	39229	McCABE & ASSOCIATES	\$ 3,000.00
08/27/2021	ACH4008	AIRGAS SPECIALTY PRODUCTS	\$ 2,952.87
08/13/2021	39210	AMAZON	\$ 2,939.30
08/13/2021	ACH3975	BLACK & VEATCH	\$ 2,885.43
08/13/2021	39216	Mader Electric Motors	\$ 2,850.00
08/27/2021	ACH4013	BENCHMARK ENVIROANALYTICAL INC	\$ 2,816.26
07/30/2021	ACH3968	THE LAKE DOCTORS INC	\$ 2,800.00
07/16/2021	ACH3920	Marisol Garcia (V)	\$ 2,781.00
08/27/2021	ACH4049	Marisol Garcia (V)	\$ 2,781.00
08/13/2021	ACH3987	GB Technologies Inc	\$ 2,768.62
07/30/2021	ACH3934	ALLIED ELECTRONICS INC	\$ 2,763.20
08/13/2021	ACH3990	Hostetler Irrigation Inc	\$ 2,746.42
07/30/2021	ACH3946	EARTH BALANCE	\$ 2,695.61
07/30/2021	ACH3947	Environmental Science Associates	\$ 2,640.00
07/02/2021	ACH3879	THE LAKE DOCTORS INC	\$ 2,600.00
07/16/2021	ACH3924	THE LAKE DOCTORS INC	\$ 2,600.00
08/27/2021	ACH4012	ASRUS LLC	\$ 2,500.00
07/16/2021	39173	LWR Town Center Association Inc	\$ 2,449.05
08/27/2021	39227	GRAINGER	\$ 2,328.58
07/30/2021	ACH3966	Synergy Rents LLC	\$ 2,324.72
08/27/2021	ACH4047	LLumin INC	\$ 2,250.00
07/30/2021	ACH3944	CHENANGO SUPPLY CO., INC.	\$ 2,242.70
08/27/2021	ACH4046	KING ENGINEERING ASSOCIATES INC	\$ 2,217.60
07/16/2021	ACH3893	BENCHMARK ENVIROANALYTICAL INC	\$ 2,144.68
07/16/2021	39167	ASSOC. OF STATE DAM SAFETY OFFICIAL	\$ 2,090.00
07/02/2021	ACH3835	Air Mechanical & Service Corp	\$ 2,085.45
08/27/2021	ACH4033	FLUID CONTROL SPECIALTIES INC	\$ 2,030.00
07/16/2021	ACH3912	GRAY MATTER SYSTEMS INC	\$ 1,888.02
08/27/2021	ACH4035	GARNEY CONSTRUCTION	\$ 1,813.80
07/02/2021	ACH3856	Florida Spec Services Inc	\$ 1,750.00
07/02/2021	39157	DEX IMAGING	\$ 1,699.23
07/16/2021	ACH3927	USA Bluebook	\$ 1,686.03
07/16/2021	ACH3889	ALLIED ELECTRONICS INC	\$ 1,659.64
07/02/2021	ACH3846	CenturyLink-6358	\$ 1,645.59
07/30/2021	ACH3942	CenturyLink-6358	\$ 1,642.78
08/27/2021	ACH4020	CenturyLink-6358	\$ 1,642.78
07/16/2021	ACH3886	1& Done Handyman LLC	\$ 1,612.85
08/13/2021	39214	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
07/16/2021	39170	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,587.08
08/27/2021	39236	WOMACK SANITATION INC	\$ 1,500.00
07/02/2021	ACH3875	SIMS CRANE & EQUIPMENT	\$ 1,476.60
08/13/2021	ACH3998	SARASOTA HERALD TRIBUNE	\$ 1,457.50
08/27/2021	ACH4015	Briggs Equipment Inc.	\$ 1,423.43
07/16/2021	ACH3895	Briggs Equipment Inc.	\$ 1,381.96
08/13/2021	ACH3997	ROGERS PETROLEUM INC	\$ 1,371.62
07/30/2021	ACH3962	SOUTHERN TANK AND PUMP	\$ 1,351.65
07/16/2021	ACH3913	Hach Company	\$ 1,305.37
07/30/2021	39197	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,268.07
07/02/2021	ACH3864	Markay Consulting Group LLC	\$ 1,250.00
08/13/2021	ACH4004	USA Bluebook	\$ 1,224.87
07/16/2021	ACH3892	AUDIO VISUAL INNOVATIONS, INC.	\$ 1,221.00
07/30/2021	ACH3954	KEETON'S OFFICE & ART SUPPLY	\$ 1,114.27
07/16/2021	ACH3898	CAROLLO ENGINEERS INC	\$ 1,108.23

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Date	Document Number	Payee Name / Description	Amount
07/02/2021	ACH3880	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
08/27/2021	ACH4054	REXEL USA Inc	\$ 1,061.23
07/30/2021	ACH3948	FEL-FT MYERS WATERWORKS	\$ 1,056.61
07/16/2021	39178	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/27/2021	39234	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/02/2021	ACH3859	IDEXX DISTRIBUTION INC	\$ 1,047.24
07/02/2021	ACH3862	KEETON'S OFFICE & ART SUPPLY	\$ 1,041.55
08/27/2021	ACH4052	PRO-CHEM INC	\$ 1,000.50
08/27/2021	ACH4018	CAROLLO ENGINEERS INC	\$ 956.41
08/27/2021	ACH4044	JOHNSON ENGINEERING INC	\$ 954.00
07/30/2021	ACH3929	AA ELECTRIC SE INC	\$ 946.04
07/02/2021	ACH3867	MSC INDUSTRIAL SUPPLY CO	\$ 901.47
08/27/2021	ACH4030	EARTH BALANCE	\$ 884.98
07/30/2021	ACH3961	SARASOTA HERALD TRIBUNE	\$ 838.75
07/16/2021	ACH3915	JAN-PRO OF MANASOTA	\$ 794.00
07/30/2021	ACH3938	BENCHMARK ENVIROANALYTICAL INC	\$ 756.00
07/02/2021	39166	WOMACK SANITATION INC	\$ 750.00
07/30/2021	ACH3956	MSC INDUSTRIAL SUPPLY CO	\$ 748.32
07/02/2021	ACH3871	PRO-CHEM INC	\$ 716.00
08/27/2021	ACH4031	Fisher Scientific	\$ 714.51
07/30/2021	39207	THE SUN	\$ 712.14
08/27/2021	ACH4061	SOUTHERN TANK AND PUMP	\$ 706.00
08/27/2021	ACH4009	AIRGAS USA LLC	\$ 704.35
08/13/2021	ACH3986	Fisher Scientific	\$ 669.68
07/16/2021	ACH3888	Air Mechanical & Service Corp	\$ 602.35
07/30/2021	ACH3952	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
08/27/2021	ACH4040	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
07/02/2021	ACH3849	CORONADO LAWN SERVICE OF FL	\$ 575.00
07/16/2021	ACH3917	JESSICA BENSON (V)	\$ 570.00
08/27/2021	ACH4050	PHENOVA INC	\$ 559.90
08/13/2021	ACH4001	ULINE	\$ 546.39
08/27/2021	ACH4041	JAN-PRO OF MANASOTA	\$ 544.00
07/02/2021	ACH3850	DMK ASSOCIATES	\$ 539.50
08/27/2021	ACH4036	Hostetler Irrigation Inc	\$ 534.77
08/27/2021	39228	HOME DEPOT	\$ 527.74
07/02/2021	ACH3855	Fisher Scientific	\$ 522.56
07/30/2021	ACH3971	USA Bluebook	\$ 457.90
07/02/2021	ACH3878	Tampa Bay Trane	\$ 456.00
07/02/2021	ADBT070221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
07/16/2021	ADBT071621	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
07/30/2021	ADBT073121	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
08/13/2021	ADBT081321	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
08/27/2021	ACH082721	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
07/02/2021	39158	DMS-FINANCIAL MGMT SERVICES	\$ 442.07
07/30/2021	39198	DMS-FINANCIAL MGMT SERVICES	\$ 442.05
08/13/2021	ACH3983	CINTAS	\$ 431.86
07/16/2021	ACH3901	CINTAS	\$ 428.94
07/16/2021	39177	THE SUN	\$ 426.14
08/13/2021	39213	BOB DEAN SUPPLY INC	\$ 403.68
07/02/2021	ACH3865	Martin Septic Service INC	\$ 400.00
08/27/2021	ACH4056	SARASOTA CHAMBER OF COMMERCE	\$ 395.00
08/27/2021	39233	SUTTER ROOFING COMPANY OF FLORIDA	\$ 382.35
07/16/2021	ACH3918	KEETON'S OFFICE & ART SUPPLY	\$ 381.35
08/27/2021	39225	DESOTO CO CHAMBER OF COMMERCE	\$ 375.00
08/27/2021	39231	SARASOTA TROPHY & AWARDS INC	\$ 370.50
07/02/2021	ACH3845	CENTURYLINK	\$ 369.15
08/13/2021	ACH3981	CENTURYLINK	\$ 358.25
07/16/2021	ACH3894	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
08/13/2021	ACH3976	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
07/16/2021	ACH3909	FEL-FT MYERS WATERWORKS	\$ 342.30
08/13/2021	ACH3992	KEETON'S OFFICE & ART SUPPLY	\$ 325.29

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Date	Document Number	Payee Name / Description	Amount
08/27/2021	ACH4025	COLE-PARMER INSTRUMENT CO	\$ 321.24
07/30/2021	39203	HOME DEPOT	\$ 315.30
07/02/2021	39156	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 307.42
08/13/2021	39220	THE SUN	\$ 270.27
07/02/2021	ACH3866	MCMASTER-CARR SUPPLY CO	\$ 264.13
07/02/2021	ACH3851	DOUGLAS LEATH (V)	\$ 258.77
08/27/2021	ACH4057	SARASOTA HERALD TRIBUNE	\$ 258.50
07/30/2021	ACH3969	TRULY NOLEN BRANCH 079	\$ 258.00
08/27/2021	ACH4066	TRULY NOLEN BRANCH 079	\$ 258.00
08/27/2021	ACH4045	KEETON'S OFFICE & ART SUPPLY	\$ 252.00
08/13/2021	ACH3991	IDEXX DISTRIBUTION INC	\$ 246.80
07/16/2021	ACH3911	FRONTIER COMMUNICATIONS	\$ 240.98
08/27/2021	ACH4034	FRONTIER COMMUNICATIONS	\$ 240.98
07/16/2021	ACH3906	DSS Services LLC	\$ 240.00
07/16/2021	39174	Manatee County Utilities Department	\$ 229.52
08/13/2021	39217	Manatee County Utilities Department	\$ 223.68
07/30/2021	ACH3933	ALLIANCE FIRE & SAFETY	\$ 220.00
08/27/2021	39232	SHRM	\$ 219.00
07/30/2021	39202	GRAINGER	\$ 217.76
07/16/2021	ACH3903	CULLIGAN WATER of Sarasota	\$ 211.58
08/27/2021	ACH4027	CULLIGAN WATER of Sarasota	\$ 211.58
07/30/2021	ACH3945	CINTAS FIRE 636525	\$ 210.00
07/02/2021	ACH3870	Pitney Bowes- Lease	\$ 209.85
08/27/2021	ACH4055	RICHARD ANDERSON (V)	\$ 207.00
07/02/2021	ACH3858	Hach Company	\$ 205.66
08/13/2021	39209	Alan Maio	\$ 202.56
07/30/2021	39205	SAM'S CLUB	\$ 199.49
07/30/2021	ACH3957	PHENOVA INC	\$ 195.90
07/02/2021	39155	CHARLOTTE PLUMBING & BATH INC	\$ 195.00
07/16/2021	39180	Waste Pro Bradenton/Sarasota	\$ 190.00
08/13/2021	39221	Waste Pro Bradenton/Sarasota	\$ 190.00
08/27/2021	ACH4032	Florida Coast Equipment	\$ 189.95
07/02/2021	39161	HOME DEPOT	\$ 172.95
07/02/2021	ACH3840	BENCHMARK ENVIROANALYTICAL INC	\$ 172.00
07/16/2021	ACH3921	PRO-CHEM INC	\$ 171.90
07/30/2021	ACH3932	AIRGAS USA LLC	\$ 146.50
07/02/2021	ACH3847	Centurylink 3363	\$ 144.99
08/13/2021	ACH3994	Mike Coates (v)	\$ 141.00
08/27/2021	ACH4021	Centurylink 3363	\$ 140.49
07/30/2021	ACH3943	Centurylink 3363	\$ 140.47
07/02/2021	ACH3853	F.J. Nugent & Associates Inc	\$ 137.56
08/13/2021	39218	NaturZone Pest Control	\$ 136.00
07/30/2021	39206	SPECIALTY PARTS	\$ 133.26
08/13/2021	39219	SMITH RANCH & GARDEN INC	\$ 130.99
08/13/2021	39212	Bates Flags & Flagpoles	\$ 127.45
07/16/2021	ACH3887	ADVANTAGE CARE INC.	\$ 120.00
07/02/2021	ACH3839	BEAMEX INC	\$ 120.00
08/27/2021	39230	SAM'S CLUB	\$ 119.12
08/13/2021	ACH4000	SUNSHINE ACE HARDWARE	\$ 109.91
08/27/2021	39223	Braden River Utilities LLC	\$ 103.82
07/30/2021	ACH3937	BATTERIES PLUS BULBS #451	\$ 99.90
07/16/2021	ACH3926	UPS	\$ 99.40
07/16/2021	39168	Braden River Utilities LLC	\$ 99.32
08/27/2021	ACH4006	Abacus Web Services	\$ 99.00
07/02/2021	39165	VERIZON WIRELESS	\$ 96.83
07/30/2021	39208	VERIZON WIRELESS	\$ 95.10
08/27/2021	ACH4053	Rachel V Kersten (V)	\$ 95.00
08/27/2021	39235	VERIZON WIRELESS	\$ 94.87
07/30/2021	ACH3964	SUNSHINE ACE HARDWARE	\$ 89.86
08/13/2021	39211	AWWA	\$ 85.00
08/27/2021	ACH4065	TERRI BRUMFIELD	\$ 80.00

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Date	Document Number	Payee Name / Description	Amount
07/16/2021	39175	NaturZone Pest Control	\$ 76.00
07/16/2021	39169	BUREAU OF ELEVATOR SAFETY	\$ 75.00
07/30/2021	ACH3965	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
08/27/2021	ACH4063	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
08/13/2021	ACH3988	Hach Company	\$ 56.70
07/02/2021	ACH3837	ALLIED ELECTRONICS INC	\$ 55.60
07/02/2021	39164	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 49.98
07/02/2021	ACH3844	CED - Port Charlotte	\$ 49.68
07/30/2021	ACH3967	TERRI BRUMFIELD	\$ 41.38
08/13/2021	ACH3972	ADVANTAGE CARE INC.	\$ 40.00
07/02/2021	ACH3873	REXEL USA Inc	\$ 39.95
08/27/2021	ACH4043	JESSICA BENSON (V)	\$ 37.54
08/27/2021	ACH4069	USA Bluebook	\$ 37.44
07/02/2021	39159	FLORIDA DEPARTMENT OF STATE	\$ 31.78
07/30/2021	39195	BILL'S BOTTLED WATER SERVICE	\$ 27.00
08/27/2021	39222	BILL'S BOTTLED WATER SERVICE	\$ 27.00
08/13/2021	ACH4003	UPS	\$ 26.22
07/02/2021	ACH3877	SUNSHINE ACE HARDWARE	\$ 23.96
07/02/2021	ACH3883	UPS	\$ 20.18
07/16/2021	ACH3904	Daniel J Roberts (V)	\$ 14.00
08/27/2021	ACH4068	UPS	\$ 12.18
08/27/2021	39226	DEX IMAGING	\$ 9.00
07/16/2021	39171	DEX IMAGING	\$ 8.00
08/13/2021	39215	DEX IMAGING	\$ 8.00
07/30/2021	ACH3960	SARASOTA CHAMBER OF COMMERCE	\$ -
Total			\$ 4,843,330.46

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CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/16/2021	CACH180	HAZEN AND SAWYER	\$ 8,556.80
07/30/2021	CACH181	TKW CONSULTING ENGINEERS INC	\$ 4,574.20
08/27/2021	CACH182	GARNEY CONSTRUCTION	\$ 568,871.38
08/27/2021	CACH183	HAZEN AND SAWYER	\$ 4,058.80
08/27/2021	CACH184	KING ENGINEERING ASSOCIATES INC	\$ 520.84
Total			\$ 586,582.02

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CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/27/2021	CACH182	GARNEY CONSTRUCTION	\$ 568,871.38
07/16/2021	CACH180	HAZEN AND SAWYER	\$ 8,556.80
08/27/2021	CACH183	HAZEN AND SAWYER	\$ 4,058.80
08/27/2021	CACH184	KING ENGINEERING ASSOCIATES INC	\$ 520.84
07/30/2021	CACH181	TKW CONSULTING ENGINEERS INC	\$ 4,574.20
		Total	\$ 586,582.02

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY AND AUGUST 2021

By Amount Largest to Smallest

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/27/2021	CACH182	GARNEY CONSTRUCTION	\$ 568,871.38
07/16/2021	CACH180	HAZEN AND SAWYER	\$ 8,556.80
07/30/2021	CACH181	TKW CONSULTING ENGINEERS INC	\$ 4,574.20
08/27/2021	CACH183	HAZEN AND SAWYER	\$ 4,058.80
08/27/2021	CACH184	KING ENGINEERING ASSOCIATES INC	\$ 520.84
		Total	\$ 586,582.02

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 3**

Peace River Regional Reservoir No. 3 (PR³) Feasibility and Routing Study

ROUTINE STATUS REPORTS ITEM 3

Project Status Report

Project: Peace River Regional Reservoir No. 3 (PR³) Project

Date: October 1, 2021

Prepared by: Terri Holcomb, PE, Resource Management and Planning Manager

Project Description

The key to use of seasonally available surface water as a reliable public water supply is the ability to harvest and store large volumes of water during relatively short periods of availability. The Peace River facility utilizes off-stream raw water reservoirs, and an aquifer storage and recovery system to support use of supplies skimmed from the Peace River as an alternative water supply, reliably meeting much of the drinking water needs in the District's southern water planning area. The Peace River Reservoir No. 3 (PR³) Project will include a third off-stream raw water reservoir (minimum 6 BG capacity) at the Peace River site in DeSoto County, expanded river intake capacity and connecting pipelines.

The Reservoir No. 3 Project is supported by the Authority's Water Use Permit (20 010420.010) issued February 26, 2019 which authorized increasing the maximum daily withdrawal from the Peace River from 120 MGD to 258 MGD to enhance the capture and storage of excess flows during the wet season. The increase in withdrawal will facilitate gaining additional drinking water supply yield from this system. In addition, the Authority's 2020 Master Water Supply Plan identified an additional 15 MGD in alternative water supply capacity development is available from the Peace River Facility Expansion Project, inclusive of the PR3 Project. The Southwest Florida Water Management District is funding this portion of the PR3 Project in the amount of \$625,000.

Current status

Work Order No. 1 'Siting and Feasibility Phase Services on the Peace River Regional Reservoir (PR³) Project' with HDR Engineering, Inc. includes wetland and floodplain mitigation evaluations; geotechnical and geological explorations and evaluations; identification and development of permitting plans; development of a decision support framework to evaluate Project alternatives, and production of a Feasibility and Siting Report. Board Approval of the Work Order No. 1 – Siting and Feasibility Phase Services in the amount of \$1,499,983.20 occurred on August 5, 2020 with a completion date of December 21, 2021. The Project is currently on schedule and budget.

Project History Briefing

Project: Peace River Regional Reservoir No. 3 (PR3) Project

Date: October 1, 2021

Prepared by: Terri Holcomb, PE, Resource Management and Planning Manager

The following information summarizes the historical milestones and key events to date of the Peace River Regional Reservoir No. 3 (PR3) Project.

- August 2020 Board approved the Agreement for Professional Services Related to the Peace River Regional Reservoir (PR3) Project with HDR Engineering as well as Work Order No. 1 – Siting and Feasibility Phase Services under the Agreement on August 5, 2020. Completion of the is Work Order is December 2021 and has a fee in the amount of \$1,499,983.20.
- September 2020 Project Kick-Off and Chartering Meeting was held on September 3, 2021 at the PRF/virtually. HDR, SWFWMD, and Authority staff were present. An Environmental Reconnaissance/Site Visit to the RV Griffin Reserve was performed by HDR on September 22, 2020.
- October 2020 The Decision Criteria and Weighting Workshop was held on October 1st and 2nd at the finish tower at Nathan Benderson Park in Sarasota. The first PR3 Project progress meeting was held on October 7th, followed by the first Environmental Investigation Workshop, held virtually and in person at the PRF.
- November 2020 Monthly Progress Meeting was held on November 12th with a meeting to review the draft presentation for the December Board meeting following. Data Requests and Report Collection activities continued through November.
- December 2020 A Project Update/Presentation was made to the Board on December 2nd. Technical Memorandum No. 2.1 was received on December 10th. Monthly Progress Meeting was held on December 10th followed by the Intake Siting Workshop. The Workshop was held at the PRF/virtually. HDR, SWFWMD, and Authority staff were present.
- January 2021 The Monthly Progress Meeting was held on January 14th, followed by the Hydraulics/Operational Considerations Workshop. The Workshop was held at the PRF/virtually. HDR, SWFWMD and Authority staff were present.

- February 2021 Three initial hydraulic configurations options were provided to the Authority for review and comment on February 5th with comments provided to HDR on February 23rd. On February 10th a virtual project overview/introduction meeting was held with FDEP Dam Safety and Program Administration staff from Tallahassee and Fort Myers. The Monthly Progress Meeting was held on February 11th.
- March 2021 The Consultant was on-site at the RV Griffin Reserve for their 3rd field review on March 9th. Following the Monthly Progress Meeting held on March 11th, a virtual meeting was held with representatives from CHNEP to identify any opportunities for regional mitigation partnerships.
- April 2021 A Draft Report on the Reservoir Siting Alternatives and Initial Consideration was received on April 2nd for Review. The Monthly Progress Meeting was held on April 14th in conjunction with a presentation on the Envision Certification Program. A pre-application meeting with the FDEP was also held on April 14th. The Draft Technical Memorandums on System Configuration Hydraulic Evaluations and Water Quality Considerations (Tasks 5.2 and 5.3 respectively were received on April 23rd. Received response on April 30th from FDEP confirming Alternative sites 1,2 and 3 for the intake and pump station along the Peace River would be retained by the ASACE – Site 4 (Jernigan Road) would fall under the FDEP review.
- May 2021 The Monthly Progress Meeting was held on May 13th. The Draft Technical Memorandum on Cultural Resources and Permitting Plan (Task 3.3 and 3.4 Respectively) was received on May 13th.
- June 2021 The Monthly Progress Meeting was held on June 10th. Meeting with Florida Fish & Wildlife June 16th to discuss restoration opportunities on Orange Hammock Ranch. Decision criteria workshop held at the PRF June 29 & 30. Received draft Technical Memorandum on property acquisition considerations June 25th and Construction Considerations and Access on June 30th.
- July 2021 Received Tech Memo on potential floodplain impacts from new reservoir and intake development on July 7. Project Meeting on intake siting held July 29.

- August 2021 The Monthly Progress Meeting was held on August 12th, 2021. The following deliverables were received:
 - ✓ August 19th: Final TM No. 6 – Property Acquisition and Considerations
 - ✓ August 23rd: Final TM No. 4 – Geologic and Geotechnical Considerations
 - ✓ August 27th: Final TM No. 3.3_3.4 – Cultural Resources and Permitting Plan
 - ✓ August 27th: Final TM No. 3.5 – Wetland Evaluation and Wildlife Assessment
 - ✓ August 30th: Final TM on Floodplain and Floodway Impacts
 - ✓ August 31st: Final TM No. 3.2 – Environmental Impacts and Mitigation Opportunities

- September 2021 The Monthly Progress Meeting was held on September 9th , 2021. The following deliverables were received:
 - ✓ September 10th: Final TM No. 7 – Construction Considerations
 - ✓ September 15th: Draft TM No. 5 – Hydraulics, Water Quality and Operational Considerations
 - ✓ September 15th: Draft TM No. 2.2 – Decision Support for Alternatives Evaluation

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 4**

Regional Integrated Loop System Phase 2B & 2C Feasibility and Routing Study

Project Status Report

Project: Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

Date: October 1, 2021

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and current status. (see attached general project area figure).

Project Description

The Regional Integrated Loop System Phase 2B/2C Pipeline(s) Feasibility and Routing Study Project will evaluate the route options to provide a second (southern loop) plant-to-plant connection between the Peace River Facility and the Sarasota County Carlton Water Treatment Facility. The regional interconnect project will consist of large diameter transmission main and may also include storage, chemical trim and repumping stations at strategic locations. The Phase 2B and 2C pipelines are anticipated to be approximately 10- and 14-miles in length respectively.

The project scope includes:

- Development of conceptual routes and feasibility analysis of routes
- Determination of pipe sizes, delivery requirements and interconnection points
- Pumping and storage requirements
- Water quality consideration
- Estimated project costs

As currently envisioned, the Phase 2B pipeline will begin at the terminus of the Phase 2 Interconnect Pipeline at Serris Blvd., about 2-miles east of the intersection of Charlotte, Desoto and Sarasota counties. The Phase 2B then continues west ending near the City of North Port's Myakkahatchee WTP. The Phase 2C Pipeline will begin and the terminus of the Phase 2B pipeline and continue westward before crossing the Myakka River then northward, crossing 1-75 and terminating at the Carlton WTF.

Current status

The Board approved the Contract for Professional services with Kimley-Horn Associates for the Phase 2B/2B Feasibility and Routing Study Project on December 2, 2020 and Kimley-Horn (KH) was issued the Notice-to-Proceed on January 6, 2021. Project completion is 15-months from the NTP date. Currently, KH is updating the initial draft of Technical Memorandum No. 1 (TM1) based upon feedback from the Authority, updated customer demand projections, and additional pipeline alignments. TM1 includes pipeline capacity and sizing, a summary of regional transportation and development planning, and alternative pipeline alignments for further analysis and ranking.

Project History Briefing

Project: Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

Date: October 1, 2021

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

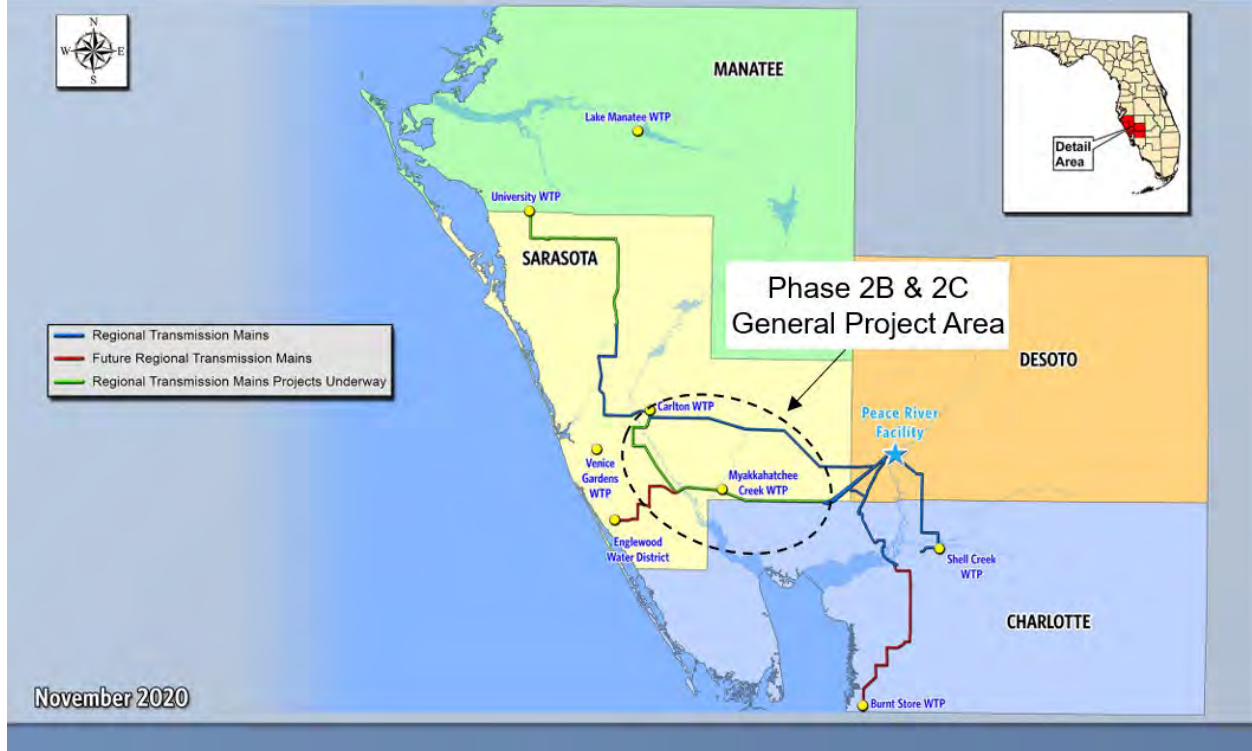
- June 23, 2020 - The Authority advertised for Consultant Statement of Qualifications (SOQs) for professional engineering services for the Feasibility and Routing Study.
- July 9, 2020 – Addendum No. 1 was sent to Consultants expressing interest.
- July 24, 2020 – Six SOQ packages were timely received, including in alphabetical order:
 - AECOM Technical Services
 - Ardurra Group
 - Black & Veatch Corp.
 - Kimley-Horn Associates (KH)
 - Stantec Consulting Services
 - TKW-Consor Consulting Engineers
- August 11, 2020 – The Authority Professional Selection Evaluation Committee Meeting was held and the top three consultants were short listed, including Ardurra Group, Kimley-Horn Associates and Black & Veatch Corp.
- September 2, 2020 – The Professional Selection Evaluation Committee interviewed short listed consultants, and Kimley-Horn was selected
- September 9, 2020 – A Notice of Intended Decision (NOID) to award the Project to Kimley-Horn was posted on the Authority web site.
- September 30, 2020 – The Authority Board Approved the selection of Kimley-Horn and approved the Executive Director to negotiate the Contract scope and fee with Kimley-Horn.
- December 2, 2020 - The Authority Board approved the Contract for Professional Services with Kimley-Horn for the Phase 2B & 2C Feasibility and Routing Study and for the Executive Director to approve Work Order 1 for an amount not to exceed \$399,960.

- January 6, 2021 - The Notice to Proceed (NTP) was issued to Kimley-Horn with a completion time of 15-months from the NTP date. The NTP was issued at the project kickoff meeting.
- January 6, 2021 – The project kickoff meeting was held at the Authority’s Lakewood. It was attended by Authority Staff, SWFWMD and the Kimley-Horn Team. Key discussion items included, the project schedule, data requests, and an overview of the KH project plan.
- January 29, 2021 – The Cooperative Funding Agreement between the Authority and Southwest Florida Water Management District was executed for \$400,000.
- February 4, 2021 - A project status meeting was held. Route alternatives for 2B/2C pipelines were presented by Kimley-Horn and discussed. It was attended by Authority Staff and SWFWMD.
- February 12, 2021 – A coordination meeting was held with Charlotte County Utilities to discuss route alternatives and to solicitate feedback from Charlotte and their modeling consultant who is updating the Charlotte County Water Master Plan including their hydraulic model. The meeting was led by KH, and attended by Authority staff, and SWFWMD.
- February 23, 2021 – A joint Phase 2B/2C and Phase 3C Regional Hydraulic Model Overview meeting was held to discuss the Integrated Regional Water Supply Plan 2020 Update modeling effort performed by HDR. The modeling effort discussion was led by HDR and modelers from Kimley-Horn (2B/2C) and Wade Trim (3C) were in attendance as well as Authority staff and SWFWMD. Key discussion items included validation of the PRMRWSA model, key connection points, contracted pressures/demands and coordination with new/updated customer models.
- March 5, 2021 – Workshop 1_Demands and Criteria was held to discuss projected water demands and evaluation criteria. The workshop was led by Kimley-Horn, and included Authority staff, and SWFWMD. Criteria for demands, future customer demands, emergency demands and pipe sizing considerations were discussed.
- March 15, 2021 - A coordination meeting was held with Sarasota County to discuss route alternatives and to solicitate feedback. The meeting was attended by Sarasota County staff, KH, SWFWMD and Authority staff.
- March 26, 2021 – A coordination meeting was held with the City of North Port to discuss route alternatives and to solicitate feedback. The meeting was attended by City, KH, SWFWMD and Authority Staff.
- April 4, 2021 - A coordination meeting was held with the Englewood Water District to discuss route alternatives and to solicitate feedback. The meeting was attended by District, KH and Authority Staff.

- April 22, 2021 - A joint 2B/2C and 3C meeting was held to discuss the basis of route evaluation for non-cost criteria. The meeting was attended by KH, Wade Trim, and Authority Staff. Non-cost criteria will focus on, constructability, public/stake holder impacts, safety, O&M considerations, consistency with long range planning, environmental and permitting complexities, land requirements and impacts to cultural resources.
- May 12, 2021 - A project progress meeting was held. Discussion focused on scenarios for developing future demands and emergency demands for the phase 2B/2C pipelines.
- May 18, 2021 – A route reconnaissance drive through was performed to develop data for non-cost criteria such as constructability, public/stake holder impacts, land requirements and safety for route alternates analysis. Alternate routes are based on KH analysis, the 2006 Regional Integrated Loop Feasibility Study, other past studies, the 2020 Integrated Regional Water Supply Plan and feedback from discussion with stake holders along the 2B/2C pipeline(s) alignment.
- May 28, 2021 – KH met with Authority to discuss their Board Presentation for the June 2nd board meeting.
- June 2, 2021 – Board Meeting – KH presented a project update, route alternatives and feedback from regional members and customers.
- June 29, 2021 – KH submitted a draft of Technical Memorandum No. 1 (TM1) summarizing their work effort to date. TM1 discusses, integrated pipeline capacity/demands and sizing, reviews local transportation development planning, and presents alignment alternatives for further analysis. TM1 is currently being reviewed by the Authority. A follow up Work Shop for TM1 is scheduled in early August, prior to finalization, of the memorandum.
- July 19, 2021 – KH met with the Authority to discuss feedback from the Authority on the draft Technical Memorandum No. 1 including future demands, the Standard Operating Protocol procedures for regional emergencies, and alternative alignments based on earlier discussions with regional customers.
- August 4, 2021 – KH met with the Authority to discuss progress on the GIS criteria data base development for 2B/2C alternative route alignments. Each route has been subdivided into segments for analysis and evaluation.
- August 23, 2021 – A meeting was hosted by Charlotte County/Jones Edmunds, with KH and the Authority to discuss the progress of the Charlotte County Potable Water Master Plan. The discussion included updated demand projections for Charlotte County and routing alternatives.
- August 24, 2021 – KH met with the Authority to discuss the 8/23/21 meeting with Charlotte County regarding the updated potable water demand projections and potential routes discussed with Charlotte County.

- September 8, 2021 – A meeting was led by Kimley Horn, with Authority and SWFWMD staff, to discuss KH's updated Technical Memorandum No. 1 for the Feasibility and Routing Study for the 2B/2C pipeline project based upon earlier feedback from the Authority on July 19th and a subsequent meeting with Charlotte County on August 23rd. The discussion included updated Charlotte County Water Master Plan demand projections and alternative routes for crossing the Myakka River via horizontal directional drill (HDD).

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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**ROUTINE STATUS REPORTS
ITEM 5**

Regional Integrated Loop System Phase 3C Feasibility & Routing Study

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
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ROUTINE STATUS REPORTS
ITEM 5

Project Status Report

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: October 01, 2021

Prepared by: Richard Anderson, Director of Operations

Project Description

The intent of the Regional Integrated Loop Phase 3C Pipeline Project is to deliver water from the terminus of the Phase 3B Regional Interconnect on Clark Road near Cow Pen Slough to the general vicinity in Sarasota/Manatee Counties of University Parkway Booster Pump Station near Lockwood Ridge Road. This project will interconnect the two largest water supplies in the region improving system reliability, rotational supply options and resource sharing. This is an alternative water supply project which supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources.

The routing and feasibility study is a critical step in evaluating the route options and infrastructure requirements that will enable regional connection with the Manatee County water system. This project is a component of the Authority's regional integrated loop system and is referred to as Phase 3C in the Authority's 5-year CIP/ 20-year CNA. This project will include evaluation of pipeline routes, sizing, new pumping/trim facility needs (and locations) and modifications to existing county and regional facilities needed to support this critical system interconnectivity project. The study will also refine estimated costs for all proposed new facilities and facility improvements.

The Southwest Florida Water Management District is funding this portion of the Phase 3C Project in the amount of \$300,000.

Current status

Work Order No. 1, 'Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc was approved by the Authority Board on December 2, 2020 in the amount of \$599,970. Notice-To-Proceed was issued on January 7, 2021 with scheduled completion of Work Order No. 1 on April 6, 2022. The Project is currently on schedule and budget.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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Project History Briefing

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: October 01, 2021

Prepared by: Richard Anderson, Director of Operations

The following information summarizes the historical milestones and key events to date of the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project.

- December 2020 Board approved the Agreement for Professional Services and Work Order No. 1 related to the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc Completion of the is Work Order is April 2022 and has a fee in the amount of \$599,970.

- January 2021 Notice to Proceed and Project Kick-Off Meeting was held on January 7, 2021 at the Lakewood Ranch offices. Wade Trim, Ardurra, SWFWMD, and Authority staff were present or participated virtually.

- February 2021 Wade Trim established a preliminary project schedule and initiated bi-monthly project meetings. A list of requested data was also developed and data transfers between the Authority and Consultant began. A joint Phase 3C/Phase 2B-2C Projects meeting was held on February 23rd to review the Regional Hydraulic Pipeline model to insure both projects shared common information.

- March 2021 Progress Meeting was held on March 4th. Consultant staff beginning analysis on preliminary routes. Wade Trim submitted a formal project schedule on March 15th.

- April 2021 Progress Meetings were held on April 6th and April 20th. Consultant staff continuing analysis on preliminary routes. Stakeholder meetings were held with Sarasota County on April 13th and Manatee County on April 27th. Input from both Members will be included in the route analysis.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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- May 2021 Progress Meetings were held on May 4th and May 20th. Consultant staff refining analysis on preliminary routes based on stakeholder input. Additional stakeholder meetings with FPL and Hi Hat Ranch to discuss routing options in process.

- June 2021 Consultant Staff provided a project update the Peace River Board on June 2nd. A stakeholder meeting with Hi Hat Ranch was held on June 10th to discuss potential pipeline routes near the Hi Hat development. Progress Meeting was held on June 15th. Consultant staff continuing analysis on preliminary routes. Consultant staff has coordinated with HDR Engineering to verify the hydraulic model is operating as intended.

- July 2021 Progress Meeting was held on July 13th. Hydraulic modeling results were presented and discussed as well as pipeline route options proposed by Hi Hat Ranch development group. A Route Shortlisting Workshop was scheduled for July 29th.

- August 2021 Progress Meetings were held on August 10th and August 24th. Preliminary site plans for potential pump station locations were provided along with setback and zoning categories for the different parcels. Modeling results with system pressure contours were distributed to the team. Results show it is possible to deliver up to 30 MGD to Manatee County in emergency conditions. Ardurra to look at modeling parameters more closely to identify possible flow errors.

- September 2021 Progress Meeting was held on September 14th. Reviewed draft pumping station site sketches for Hi Hat Ranch and 450 DK, LLC locations. Hydraulic modeling continues by Ardurra. Ardurra staff requested information on Authority meter locations to compare flows. Individual maps of shortlisted routes were distributed to the group for review. Next progress meeting scheduled for September 28.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
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**ROUTINE STATUS REPORTS
ITEM 6**

Peace River Basin Report

MEMORANDUM

TO: Board Members and Mike Coates
FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter
RE: Peace River Basin Report
DATE: September 3, 2021

Mosaic Fertilizer, LLC- Bartow Facility Leak/Crack (North Gypsum Stack & South Gypsum Stack)

On December 9, 2020, Mosaic Fertilizer, LLC (“Mosaic”) notified the Department of Environmental Protection (“DEP”) of a liner tear at the Bartow Facility on the southeast corner of the North Pond of the North Gypsum Stack (“NGS”). Following further inspection, additional tears were discovered in the same area. On January 22, 2021, DEP received, for its review, a repair plan prepared by Mosaic’s third-party engineer, Ardaman & Associates, Inc. (“Ardaman”). The plan included repair of the liner as well as additional improvements for process water management. On February 1, 2021, DEP staff met with Mosaic to discuss details of the plan and requested additional information. On February 15, 2021, Mosaic submitted the requested additional clarifications on the liner repair and water management improvements to be performed under Best Management Practices (“BMP”) plan requirements. On March 2, 2021, DEP issued a letter stating that a review of the information submitted in the January 22, 2021 plan and February 12, 2021 letter (referred to collectively as “Liner Repair and BMP improvements plan”) indicates that the proposed activities are adequate to address the liner repair needs as well as BMP provisions for improved water

management, and that Mosaic may proceed with implementing the approved Liner Repair and BMP improvements plan.

On April 5, 2021, an Ardaman engineer inspected the area and provided the following comments to DEP: on the east side of the NGS, an approximately 80 foot long thin crack (less than 1 inch) was observed (below the crest of the dike near the area that is being repaired on top of the stack) and, along the alignment of the crack, two 1-foot wide erosion features were located; on the west side of the NGS, a 5-foot long thin crack (less than 1 inch) that was not visible, and is approximately 3 feet deep, was located at about 15 feet below the crest of the dike; both cracks were dry with no indication of process water seepage or fresh water exiting the cracks; and the cracks in the area are attributed to differential settlement of the gypsum and were widened along the two features as a result of rainfall infiltration. The April 5, 2021 comments also stated that the cracks can be repaired using the following general procedure: excavate a trench along the length of the crack; fill any erosion voids with cement grout; place a soil cover over the width of the trench; and sod the disturbed area. It was also explained that the area will continue to be inspected daily until the repair is complete. Mosaic has been submitting weekly updates to DEP on the crack repair status. The July 14, 2021 weekly update stated that all the repair work was complete, that Mosaic had requested Ardaman prepare the as-built and repair completion report and certification (which Mosaic will submit to close out the critical condition), and requested to discontinue the weekly emails to DEP.

Then, on July 27, 2021, Mosaic informed DEP that, while performing a routine inspection that day, Mosaic observed a condition—process water present in the lined ditch and a suspected liner tear nearby in the lined stormwater drainage ditch—in the southwest corner of the South

Phosphogypsum Stack (“SGS”) that constitutes a suspected critical condition. Upon discovery, Mosaic installed a berm downstream in the ditch to block flow from entering the stormwater system and also began operating two pumps to return water in the ditch to the process water system. Mosaic explained that enhanced inspections and monitoring will be performed until the source of the process water is identified and addressed, and that any tears found will be repaired. Mosaic also stated that it responded in a prompt manner, and there was no immediate risk to the environment or slope stability. On August 4, 2021, Mosaic submitted a repair plan to DEP outlining the steps taken and to be taken to repair the suspected liner tear.

In addition, on August 18, 2021, Mosaic informed DEP that, on August 17, 2021, Mosaic observed a condition at the northeast corner of the SGS that constitutes a critical condition. The condition observed was a surface crack (appearing to be no more than 18 - 24 inches wide and 4 - 6 feet deep) in the outer slope of a closed section of the SGS. Mosaic’s correspondence stated that Mosaic responded in a prompt manner, and there was no immediate risk to the environment. It also explained that this crack will be repaired and Mosaic will provide confirmation once the repair is complete. Mosaic has been providing daily updates and weekly reports to DEP regarding the July 27 and August 17, 2021 observed critical conditions.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed and over 50 miles away from the Peace River Regional Water Supply Authority Facility. However, one of the Bartow Facility’s outfalls (Outfall D-002) discharges treated process wastewater, non-process wastewater, and stormwater to an unnamed ditch that flows to Six Mile Creek, which ultimately enters the Peace River.

Mosaic Fertilizer, LLC- Bartow Facility Gypsum Slurry Release

On July 10, 2020, Mosaic discovered and reported a release of phosphogypsum slurry at the Bartow Facility due to a ruptured phosphogypsum slurry pipeline crossing under SR 60. The release was discovered in the vicinity of SR 60 West, approximately 1.25 miles east of Bonnie Mine Road. On July 16, 2020, pond water was found to be flowing from a location just east of the substation on the north side of Hwy 60 (inside of Mosaic's fence) into the excavated area to the east and was believed to be associated with the original event that occurred on July 10, 2020. On July 15, 2020, Mosaic submitted a report providing additional information regarding the specific pipeline that was the source of the release and: outlining the progress of ongoing recovery and cleanup actions; clarifying that the release did not migrate off Mosaic's property; and stating that containment berms were placed as a proactive measure to ensure containment of the release onsite. DEP performed follow up site visits on July 16 and 31, 2020, to observe the status of clean-up operations and found that over 90 percent of the gypsum slurry in impacted areas on the North and South of SR 60 had been removed and the underlying soil was being treated by lime prior to placement of clean soil. On July 24, 2020, DEP issued Warning Letter #WL 20-001PM53WRM advising Mosaic that the release may have resulted in possible violations of Florida statutes and DEP rules and that a conductivity system (for detecting potential leaks of the inner phosphogypsum slurry line) appears to not have been properly operated or maintained in accordance with permit conditions. On December 23, 2020, following Mosaic's submittal of an initial groundwater assessment and notice that the slurry line repairs were completed, DEP approved Mosaic's request to terminate the weekly reporting.

On January 20, 2021, Mosaic submitted a summary report ("Gypsum Line Release Summary Report") that reported on key aspects of Mosaic's investigation of the gypsum line failure incident

findings and identifying corrective actions. On February 25, 2021, DEP published notice of agency action of entering into a Consent Order (OGC File No. 21-0104) with Mosaic addressing the violations resulting from the slurry line release. The Consent Order requires Mosaic to complete all remaining corrective actions as listed in the Gypsum Line Release Summary Report within 180 days of the Consent Order's effective date (February 17, 2021), and to provide a final report documenting the results of the investigation and the completion of all corrective actions within 240 days of the Consent Order's effective date (February 17, 2021). The Consent Order also requires Mosaic to: submit a groundwater quality monitoring plan to document and evaluate groundwater quality in the affected areas north and south of where the gypsum pipelines pass beneath SR 60; submit monthly progress reports; pay \$13,000 in civil penalties and for DEP costs/expenses; and pay stipulated penalties of \$1,000/day for violations of the Consent Order's requirements.

In accordance with the requirements of the Consent Order, on March 2, 2021, Mosaic submitted a check for \$13,000 to DEP and, on March 17, 2021, submitted a SR 60 Groundwater Quality Monitoring Plan to DEP for review and approval. This plan was developed to evaluate the groundwater quality in the vicinity of the phosphogypsum stack, and associated stack system elements maintained as part of the Bartow Facility's operations, and to determine if the phosphogypsum slurry release affected the groundwater quality. The report explains that, in accordance with the Consent Order, a SR 60 Groundwater Protection Recommendations Report will also be prepared and submitted to DEP documenting the results of the groundwater quality monitoring and associated findings and including any recommendations of additional assessment, monitoring, or active groundwater treatment, based on the monitoring results. It also explains that if results of the groundwater quality monitoring indicate the phosphogypsum slurry release did not

adversely affect the existing groundwater chemistry in the area of the release, Mosaic will request approval of a “no further action” status for the July 10, 2020, discharge.

On August 13, 2021, Mosaic submitted its final monthly progress report to DEP under the Consent Order indicating all of the required corrective actions have been completed and that Mosaic is working on the Final Report (due October 15, 2021). The final progress report also stated that Mosaic is awaiting approval to proceed with the recommended groundwater monitoring set forth in the March 17, 2021 SR 60 Groundwater Quality Monitoring Plan.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed, but over 50 miles from the Peace River Manasota Regional Water Supply Authority’s Facility. The receiving waters for some of the Bartow Facility project’s outfalls are located within the Peace River watershed.

Mosaic Fertilizer, LLC- Bonnie Mine Facility

On February 4, 2019, Mosaic submitted a NPDES permit renewal application to DEP for the Bonnie Mine Facility (FL0000523) (“Bonnie Facility”). On February 2, 2021, Mosaic submitted supplemental information seeking authorization to transport (accept) first-stage lime treated water from the Bartow Facility, for further treatment and discharge at the Bonnie Facility. The February 2021 submission states that it supplements the information in the 2019 application, and requests that it be incorporated into that application. On March 1, 2021, Mosaic submitted a metals analysis for the single-lime treated water that has been stored in the Bartow Facility’s ponds (which will be transferred to the Bonnie Facility for additional lime treatment during 2021), and explained that the additional stage of lime treatment at the Bonnie Facility will further reduce metal concentrations in the water.

On March 25, 2021, Mosaic submitted a “Second Additional Response Supportive of February 2, 2021 Supplemental Information,” (“Second Response”) which includes additional water quality analysis, and discusses the water transfer scenario, the treatment of the Bonnie Facility discharges, and compliance with conductivity limits. The Second Response states that Mosaic is anticipating the transfer of water from the New Wales Facility to the Green Bay Facility under existing authorizations, whereby the water will be further transferred to the Bartow Facility (as authorized by existing NPDES permits FL0000752 and FL0001589). It also states that the transfer of water between the New Wales, Green Bay and, ultimately, Bartow Facilities began during March 2021 and, at this time, Mosaic anticipates a total of approximately 145 million gallons of first-stage lime treated water to be transferred from the Bartow Facility to the Bonnie Facility during 2021. Mosaic’s March 25, 2021 correspondence stated that the submittal (of the Second Response) completes the additional information that Mosaic has prepared in support of the proposed project to transfer water from the Bartow Facility to the Bonnie Facility.

On June 16, 2021, Mosaic submitted a letter to DEP requesting that the “Wastewater Treatment” description in the draft permit be updated to also identify an additional spray system for ammonia removal (in addition to the existing spray systems for ammonia removal authorized in the existing Bonnie Facility NPDES permit). Although this June 16, 2021 correspondence mentions that a draft NPDES renewal permit has been prepared by DEP, as of the date of this Report no draft permit was available in the online file.

The Bonnie Facility is located at 2501 Bonnie Mine Rd in Bartow, Florida, near the western boundary of the Peace River watershed.

Mosaic Fertilizer, LLC- New Wales Phase III Gypsum Stack Extension

The New Wales Facility manufactures solid ammoniated phosphate fertilizers and animal feed ingredients. In October 2019, Mosaic submitted an application to DEP for a substantial revision to its NPDES permit (No. FL0036421-022) for its New Wales Phase III Gypsum Stack Extension (“Phase III extension”). The Phase III extension adds 231 acres (205 acres of which were previously mined lands) to the existing New Wales South Gypsum Stack. The Phase III extension is comprised of: 1) a lined area of 167 acres; 2) 24 acres of perimeter earthen dikes; and 3) 40 acres of stormwater drainage ditches and access roads.

DEP issued two RAIs to Mosaic (one in December 2019 and one in January 2020), which required Mosaic to provide additional information regarding: hydrogeological, geophysical, or geotechnical investigations evaluating the subsurface beneath the site; hydraulic modeling; protocol for reporting to DEP monitoring results for the foundation drainage system; features discovered during initial subsurface investigations; additional approaches to characterize the subsurface to identify potentially unstable areas; construction sequencing plans; and a seepage and stability analyses. Mosaic submitted RAI responses in January, May, June, and September of 2020. Additionally, in November 2020, Mosaic submitted a report titled “Addendum to Ardaman’s Response to the FDEP Second Request for Additional Information – Supporting Data for Remaining DT Features,” as well as a stabilization plan to DEP. The stabilization plan recommends engineering measures to address the paleosink feature that was identified in the area of a former topographic depression within the proposed Phase III extension. On December 22, 2020, Mosaic submitted to DEP a report to address additional questions/concerns communicated by DEP regarding the

seismic features and stabilization plan for the Phase III extension area.¹ On March 17, 2021, DEP deemed the application for the major modification complete and, on March 22, 2021, published a notice of the application. On April 5, 2021, Mosaic submitted a report entitled “Area 4 Stabilization Plan” that recommends engineering measures to address the paleosink feature that was identified in the area of a former topographic depression located in the Phase III extension area.

On May 14, 2021, DEP issued its Notice of Draft Permit for the substantial revision to NPDES permit (No. FL0036421-022), which explains that this permit revision authorizes an expansion of the facility’s lined South Gypsum Stack following extensive subsurface exploration work that was reviewed by DEP, including the State Geologist and other DEP engineering and geology professionals, and will not affect the quality or quantity of surface water discharge from the facility’s only active NPDES outfall. The permit revision also includes provisions for: Mosaic to submit and, following DEP approval, implement stabilization plans, for four subsurface anomalies that have been investigated but not yet stabilized (DEP has already approved two of the four stabilization plans); enhanced groundwater monitoring; and enhanced subsurface investigation, monitoring, and reporting for the potential formation of subsurface anomalies (such as sinkholes).

On June 11, 2021, Mosaic submitted its comments on the draft permit to DEP. Mosaic’s comments requested a modification to: revise daily pH monitoring of treated and untreated process water transferred from other facilities (the Nichols, Green Bay, and Plant City facilities) to the New Wales facility to a weekly or monthly frequency; clarify the facility description language to provide clarity and operational flexibility in sequencing the construction and operation of specified phases;

¹ Additionally, on January 22, 2021, DEP received an inquiry from Gurr Professional Services, Inc. stating that they were in the process of conducting a third-party review for Polk County regarding Mosaic’s proposed Phase III extension.

eliminate the authorization to install and operate mechanical evaporators (as they are no longer in operation at the facility); change a well monitoring frequency from daily to weekly; and remove the requirement that the engineer of record's final plans and specifications for specified phases be submitted as a pre-requisite for placing these gypstack sections into operation (instead if approved, the submittal of the final plans, as-builts, and other documentation would be submitted within six months of completion of construction for each section). Additionally, in the comments, Mosaic explained that it will investigate the feasibility of conducting liner inspections under the water level, but due to the typical water chemistry and physical characteristics of process water in these systems, subsurface inspections may not be technically feasible.

Due to the high amount of public interest in the draft permit (DEP had received over two thousand written public comments in opposition), DEP held a public meeting on August 25, 2021. The meeting was an open house format with six meeting stations/booths (each on a different topic). The purpose of the meeting was to provide information on the requested meeting topics and to provide an additional opportunity for the public to provide both written and oral comments. Most comments were generalized concerns and opposition to any expansion by Mosaic, as well as some general concerns regarding monitoring, reporting transparency, and sinkhole risks. Only one or two members of the public mentioned the Peace River at the meeting, but in the context of another Mosaic facility (the Bartow Facility) as the New Wales Facility does not discharge to the Peace River.

The New Wales Facility is located on CR 640 West, southwest of Mulberry, in Polk County near the Hillsborough County line. A sinkhole developed in the Phase II West Area of the South Gypsum Stack in August 2016. A consent order was issued by DEP in 2016, and remediation of the sinkhole and groundwater recovery was undertaken in accordance with the consent order.

U.S. Agri-Chemicals Corporation—Bartow Complex

On April 16, 2021, DEP received an application and supporting information for renewal of U.S. Agri-Chemicals Corporation’s (“USAC”) wastewater permit for discharges associated with continued closure and maintenance activities at the existing USAC Bartow Complex (FL0001961-009-IW1S/NR). The USAC Bartow Complex, which includes a 125-acre phosphogypsum stack that was closed in 1998, was permanently closed in November 2005 and all manufacturing operations at the facility were discontinued. The wastewater discharged from this facility consists of process and scrubber pond water from former operations and stormwater from closed areas. Wastewater, comprised of leachate seepage from the closed phosphogypsum stack system, is treated on-site. The site is configured with a North Pond for stormwater and a South Pond for treated process water from the leachate ponds. Stormwater collected in the North Pond is routed to a detention pond where it comingles with stormwater runoff from the side slopes of the stack. The stormwater collected in this pond is discharged from Outfall D-003 by pipeline and ditch into Bear Branch, a tributary of the Peace River. Stormwater from the west stormwater area of the Bartow Complex is discharged through an internal outfall and then flows to Outfall D-001, which also discharges to Bear Branch.

On May 13, 2021, DEP issued a RAI to USAC requesting additional information regarding: ammonia data for Outfall D-001; the groundwater monitoring plan and historic groundwater monitoring well exceedances; explanation for the low pH documented at Outfall D-003; and management of seepage water that is collected on-site. As of the date of this Report, no response has been received to the RAI.

E.R. Jahna Industries, Inc./Nola Land Company, Inc.—Haines City Sand Mine

On July 22, 2021 DEP issued an environmental resource permit (“ERP”) modification (MMR_225815-004) to E.R. Jahna Industries, Inc. and Nola Land Company, Inc. (“Permittees”) for the existing Haines City Sand Mine located at 4910 E. State Road 544 in Haines City, Florida (on property is owned by Nola Land Company, Inc. and leased to E.R. Jahna Industries, Inc. for mining purposes). The Haines City Sand Mine extracts sand via an electric hydraulic dredge to depths of approximately 35 to 60 feet below land surface. Mining operations at this site began in 1974. This ERP modification expands the existing 693.5-acre mine by 577.3 acres, for a total area of 1270.8 acres, and extends the ERP’s expiration date by twenty years. The application states that adjacent wetlands and other surface waters will be avoided and offset by a buffer to eliminate any impacts to these systems and that there will be no groundwater impacts. There are no stormwater discharges included in the modified ERP as the extraction project creates storage where the mining operation takes place.

The project site lies approximately 0.6 miles west of Lake Marion and 2 miles east of Haines City. Portions of Haines City Sand Mine are within the northern boundary of the Peace River watershed.

CEMEX Construction Materials Florida, LLC—Lake Wales South Mine

On May 20, 2021, CEMEX Construction Materials Florida, LLC (“CEMEX”) submitted a draft application to DEP to modify its ERP (MMR_237608) for its existing Lake Wales South Mine, and, on June 17, 2021, DEP issued a RAI in response to the draft application (there is no deadline to respond to the RAI as the application was submitted in draft form). The draft application requests to modify the mining depth for the South Extension of the Lake Wales Sand Mine. More specifically, it

proposed a modification to increase the mining depth from 45 feet NGVD to 25 feet NGVD or the depth of the confining unit underlying the surficial aquifer. The application states that the modification will not result in any expansion of the mining footprint, wetland impacts, or changes in the stormwater management system.

On July 15, 2021, CEMEX submitted its application for the ERP modification (the prior submittal described above was a draft application), and DEP issued a notice of application (file no. 237608-017), for the above modification. On August 12, 2021, DEP issued a RAI in response to the July 15th application. The RAI requests revisions to the project drawings/maps and requests CEMEX to provide the total project area and ambient surface water and groundwater quality characterization or a justification of why existing data is representative. It also states that hydrologic concerns might arise depending on the applicant's response to hydrologic and other review comments. CEMEX submitted its response to this RAI on August 19, 2021, which explained that water samples will be collected from three existing monitor wells and the surface water in the wetland at a staff gage, and that, within approximately thirty days following receipt of the laboratory's report of results, a letter format report will be provided to DEP that includes a sampling location, field sampling logs, the laboratory's report of analytical results, and a discussion of the results.

The existing sand mine has been in operation for many years and is currently operating under ERP MMR 0237608-016. Sand is mined by using a hydraulic dredge within upland sandy areas to produce sand products for business and industry throughout the region. Unmarketable sand is redeposited in the mined lakes and is used in the subsequent reclamation process.

The Lake Wales Sand Mine is located on the north and south sides of State Road 60 near the City of Lake Wales in Polk County, Florida. The project appears to be located in or near the Lake Wales Ridge area, which is the easternmost extension of the upper Peace River basin.

R&D Cattle Ranch, L.L.C.- Bermont Mine

On June 25, 2021, R&D Cattle Ranch, L.L.C. (“R&D Cattle”) submitted an application to DEP for a minor modification to its management of surface water (“MSSW”) permit No. 407091.00 for its Bermont Mine in Punta Gorda. Bermont Mine excavates fill dirt, sand, and shell resources and washes and screens sand and shell products under its existing ERP (MMR_0342229-002). The surface water management system contains all stormwater and operations process water for washing and screening the mine material. The minor modification request includes: extending existing triple culverts; installing a FDOT gravity wall and end wall; widening an existing road by eight feet; and relocating a guardrail with the goal of allowing two-way traffic for heavy construction vehicles. All proposed work is to be done within the limits of the 84-foot wide permitted wetland crossing under MSSW permit No. 407091.00. DEP staff notes from a May 19, 2021 site inspection explain that there are wetlands and other surface waters within the corridor where the proposed road expansion is located and that the acreage of proposed impacts will need to be determined. On July 22, 2021, DEP sent an email explaining that to get the minor modification issues, they still need to get the recovery plan and then also finish calculating functional loss using UMAM to finalize the credits R&D Cattle will need to cover the proposed impacts.

The Bermont Mine is located at 37390 Bermont Road (a.k.a. County Road 74) in Charlotte County and consists of approximately 580.21 acres within the 1,248.53 acres of R&D Cattle Excavation, LLC owned property. Shell Creek, a tributary to the Peace River, borders the Bermont

Mine. The Bermont Mine is located entirely south of Shell Creek and consists of a south mining area and north mining area that are separated by an unnamed tributary to Shell Creek.

Preferred Materials, Inc.—Conrad Mine Parking Expansion

On April 27, 2021, DEP received an ERP application from Preferred Materials, Inc. for a permit modification (No. MMR_288964-007) to expand the parking area at the existing Conrad Mine in Polk County. The modification adds an entrance to an employee parking area directly off of the mine access road, as well as 30 employee parking spaces and an equipment storage area. The expansion will create an additional 0.67-acre of stabilized limerock area to be added to the previously-permitted 10.8 acres of impervious area onsite. The proposed expansion will result in unavoidable impacts to jurisdictional wetlands totaling 0.91 acre. The functional loss from this impact will be mitigated for through the purchase of mitigation credits from the Hilochee Mitigation Bank. The application explains that the stormwater system is designed to contain onsite all process wastewater and runoff, and has excess capacity to include the proposed expansion area.

On July 29, 2021 DEP and Preferred Materials, Inc. held a meeting on the ERP modification application. At the meeting DEP requested additional information to be submitted by August 25, 2021 regarding: changes due to the increase in wetland impact size discovered during a July 8, 2021 wetland site visit; revised UMAM score; missing wetland stress assessment reports; and mitigation bank information for the modification. On August 3, 2021, DEP approved a request for additional time to provide the requested information, extending the deadline to October 9, 2021.

The project is located in the Withlacoochee River South basin and the Green Swamp Area of Critical Concern. However, it is estimated that the Peace River basin drains surface water southward from approximately 5% of the southern portion of the Green Swamp area.²

Mosaic Fertilizer, LLC—Water Use Permit

On August 25, 2021, the Southwest Florida Water Management District (“SWFWMD”) received a water use permit renewal and modification application (permit no. 2715.026) from Mosaic. The application requests to renew the permit, increase the permitted allocation, and add seven new wells. The proposed permit is for an annual average allocation of 4.206 million gallons per day (“mgd”) (increased from the currently permitted 3.95 mgd) and peak month allocation of 16.784 mgd (increased from the currently permitted 16.29 mgd). The permit is for agricultural uses in Hardee and Polk Counties and is located in the Southern Water Use Caution Area and Peace River and Alafia River basins.

Town of Lake Hamilton—Water Use Permit

On August 18, 2021, SWFWMD received a water use permit renewal and modification application (permit no. 2332.009) from Town of Lake Hamilton. The application requests to renew the permit and increase the permitted allocation. The proposed permit is for an annual average allocation of 1.77 mgd (increased from the currently permitted 0.38 mgd) and peak month allocation of 2.778 mgd (increased from the currently permitted 0.598 mgd). The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.

² Final Report and Recommendations for the Proposed Green Swamp Area of Critical State Concern, June 1974, by the Department of Administration, Department of State Planning, Bureau of Land Planning.